

DECLARATION OF CONDOMINIUM
OF
CHERRY LAUREL CONDOMINIUM

Barry Bumgarner and Barbara Bumgarner, herein called "Developer," on behalf of themselves and their heirs, successors, grantees, and assigns, hereby makes this Declaration of Condominium ("Declaration"):

1. **SUBMISSION TO CONDOMINIUM** — The fee simple title to the lands located in Leon County, Florida, and described in attached Exhibit "E" are submitted to the condominium form of ownership, together with the buildings and improvements located thereon ("Condominium Property"). All provisions of this Declaration shall be deemed to run with the land, and shall benefit and burden the Developer and every party hereafter having an interest in the Condominium Property

2. **NAME OF DEVELOPMENT** — Developer has constructed a total of 14 single family residential units and associated improvements designated "Cherry Laurel Condominium."

3. **NAME OF ASSOCIATION** — The name of the Condominium Association is "Cherry Laurel Condominium Association, Inc." This Association is incorporated as a not-for-profit Florida corporation.

4. **DEFINITIONS** — The terms used herein have the meanings stated in Florida Statutes Chapter 718 (Condominium Act) and as follows unless the context otherwise requires:

4.1. **Assessment** — The share of the funds required for the payment of common expenses that is assessed against a unit from time to time.

4.2. **Association** — The corporation responsible for the operation of the Condominium.

4.3. **Association Property** — All real or personal property owned or leased by the Association.

4.4. **Board of Directors or Directors or Board** — The board of directors responsible for the administration of the Association.

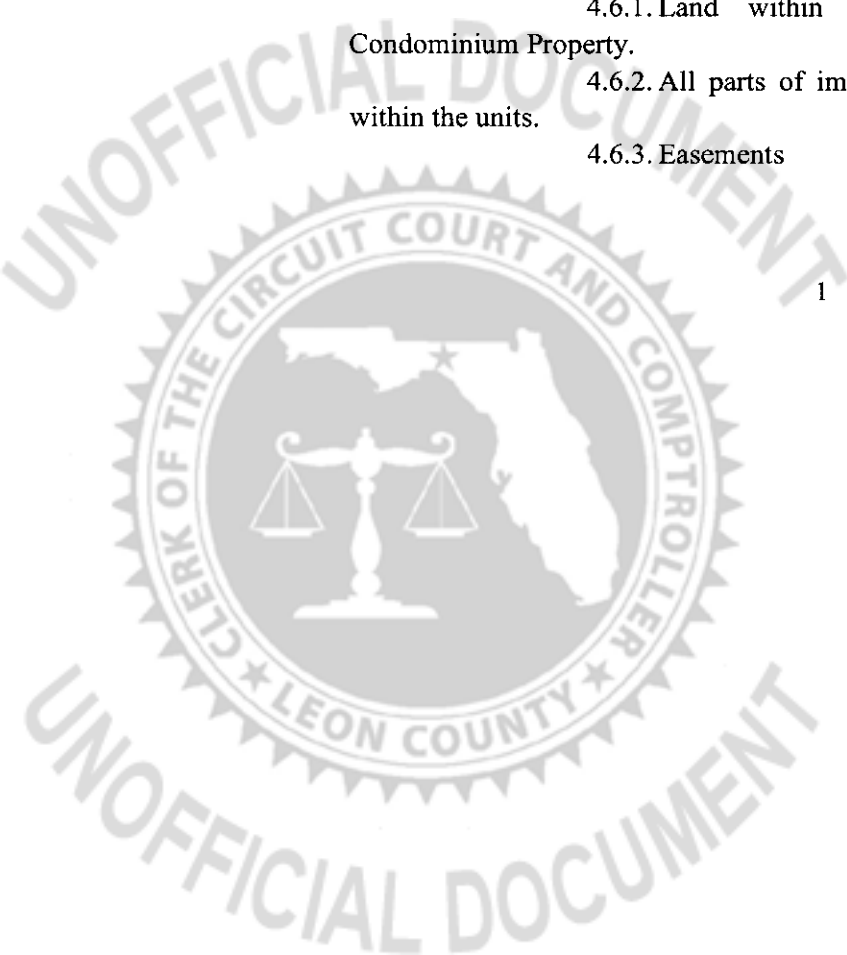
4.5. **Charge or Special Charge** — The obligation of a unit owner to pay or reimburse money to the Association that cannot be secured as an assessment under F.S. 718.116, but which will, if the charge is not paid, give rise to a cause of action against the unit owner under this declaration.

4.6. **Common Elements** — The portions of the property submitted to condominium ownership by the declaration and not included in the units, including:

4.6.1. Land within the legal description of the Condominium Property.

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

4.6.3. Easements



4.6.4. Installations for the furnishing of services to more than one unit or to the common elements, such as, electricity, water, and sewer.

4.7. **Common Expenses** — All expenses and assessments properly incurred by the Association for the Condominium and any other expenses as may be declared to be common expenses by this Declaration.

4.8. **Common Surplus** — The amount of all receipts or revenues, including assessments, rents, or profits collected by a Condominium Association, that exceeds common expenses.

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

4.10. **Condominium Parcel** — A unit together with the undivided share in the common elements that is appurtenant to the unit.

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

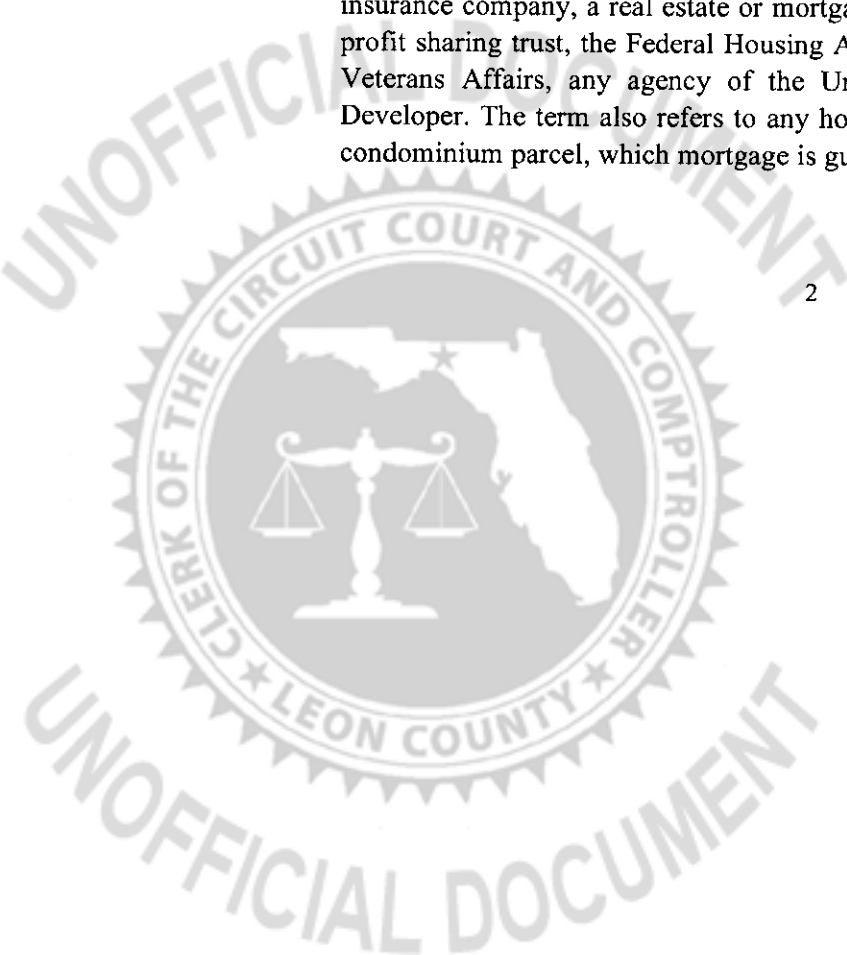
4.12. **Developer** — Barry and Barbara Bumgarner, who have established this Condominium, and their heirs, successors and assigns.

4.13. **Exhibits:**

- A. Association Articles of Incorporation
- B. Association Bylaws
- C. Condominium Plot Plan
- D. Rules and Regulations
- E. Legal description of the Condominium Property
 - Meets & Bounds Description
 - Survey
 - Site Plan
 - Graphic Depiction
- F. Percentages of ownership of the common elements

4.14. **Guest** — Any person who is physically present in or occupies a unit on a temporary basis at the invitation of the unit owner without the payment of consideration.

4.15. **Institutional First Mortgagee** — The mortgagee or its assignee of a first mortgage on a condominium parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, a pension or profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or the Developer. The term also refers to any holder of a first mortgage against a condominium parcel, which mortgage is guaranteed or insured, as evidenced



by a recorded instrument, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

4.16. **Lease** — The grant by a unit owner of a temporary right of use of the owner's unit for a valuable consideration.

4.17. **Limited Common Elements** — Those portions of the common elements that are reserved for the use of a certain unit or units to the exclusion of the other units.

4.18. **Occupy** — The act of being physically present in a unit on two or more consecutive days, including staying overnight. An occupant is one who occupies a unit.

4.19. **Operation** — The administration and management of the Condominium property.

4.20. **Person** — An individual, corporation, trust, or other legal entity capable of holding title to real property.

4.21. **Singular, Plural, Gender** — Whenever the context permits, use of the plural includes the singular, use of the singular includes the plural, and use of any gender includes all genders.

4.22. **Unit** — A part of the Condominium property that is subject to exclusive ownership as described in this Declaration.

4.23. **Unit Number** — The letter, number, or combination thereof that is designated on the Condominium Plot Plan and used as the identification of a unit.

4.24. **Unit Owner** — The owner of record legal title to a condominium parcel.

4.25. **Voting Interest** — The voting rights distributed to the Association members under the Condominium Documents, as required by F.S. 718.104(4)(j).

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

5.1. **Boundaries** — Each unit will have boundaries as defined below. The boundaries exist now as shown in the Exhibits attached hereto, and may be created by permissible repairs, reconstruction, or alterations.

5.1.1. **Horizontal Boundaries** — The upper and lower boundaries of the units will be:

5.1.1.1. *Upper Boundary* — The planes of the underside of the finished and undecorated ceilings of the unit, extended to meet the perimeter boundaries.



5.1.1.2. *Lower Boundary* — The planes of the upperside of the finished and undecorated surface of the floors of the unit, extended to meet the perimeter boundaries.

5.1.2. Perimeter Boundaries — The perimeter boundaries will be both the finished and undecorated interior surfaces of the perimeter walls of the unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the unit's windows, doors, and other openings that abut the exterior of the building or common elements, including limited common elements.

5.2. **Exclusive Use** — Each unit owner will have the exclusive use of such owner's unit.

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

5.3.1. Common Elements and Common Surplus — An undivided share of ownership of the common elements and common surplus.

5.3.2. Limited Common Elements — Either the exclusive use or use in common with one or more other designated units of the limited common elements that may exist. Such elements include private stairway(s), mechanical rooms serving only one unit, and all items set forth in Section 6 that are exterior to a unit and are expressly required to be maintained by the unit owner.

5.3.3. Association Membership — Membership in the Association and voting rights.

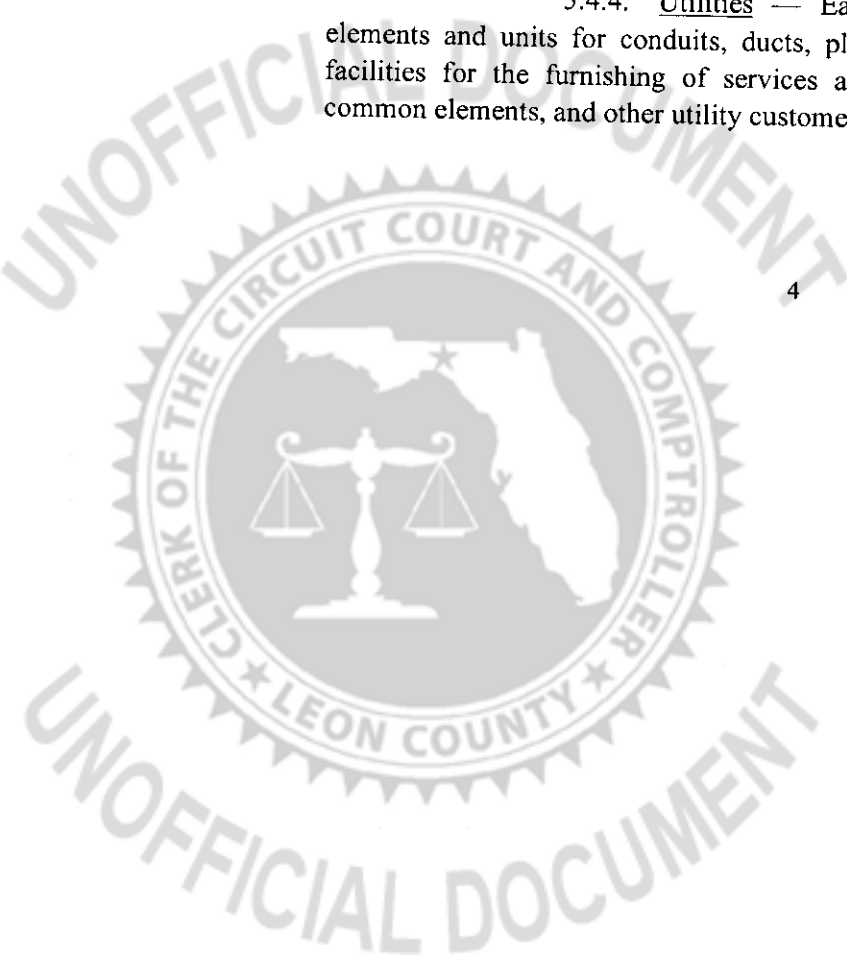
5.4. **Easements** — The following nonexclusive easements are created by and granted from the Developer to each unit owner; to the Association; and their employees, agents, and hired contractors; to utility companies; to unit owners in residence, lessees, guests, and invitees; and to governmental and emergency services, as applicable.

5.4.1. Easement for Air Space — An exclusive easement for use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time. The easement will be terminated automatically in any air space that is vacated from time to time.

5.4.2. Ingress and Egress — Easements over the common elements for ingress and egress to units and public ways.

5.4.3. Maintenance, Repair, and Replacement — Easements through the units and common elements for maintenance, repair, and replacement.

5.4.4. Utilities — Easements through the common elements and units for conduits, ducts, plumbing, and wiring, and other facilities for the furnishing of services and utilities to other units, the common elements, and other utility customers, both existing and future.



5.4.5. Public Services — Access to both the Condominium property and the units for lawfully performed emergency, regulatory, law enforcement, and other public services.

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

6.1. **Association Maintenance** — The Association is responsible for the protection, maintenance, repair, and replacement of all common elements and Association property (other than the limited common elements that are required elsewhere herein to be maintained by the Unit Owner). The cost is a common expense. The Association’s responsibilities include, without limitation:

6.1.1. Electrical wiring up to the circuit breaker panel in each unit.

6.1.2. Water pipes, up to the individual unit cut-off valve within the unit.

6.1.3. Cable television lines up to the wall outlets in the units.

6.1.4. Air conditioning condensation drain lines, up to the point where they enter each unit.

6.1.5. Sewer lines, up to the point where they enter the unit.

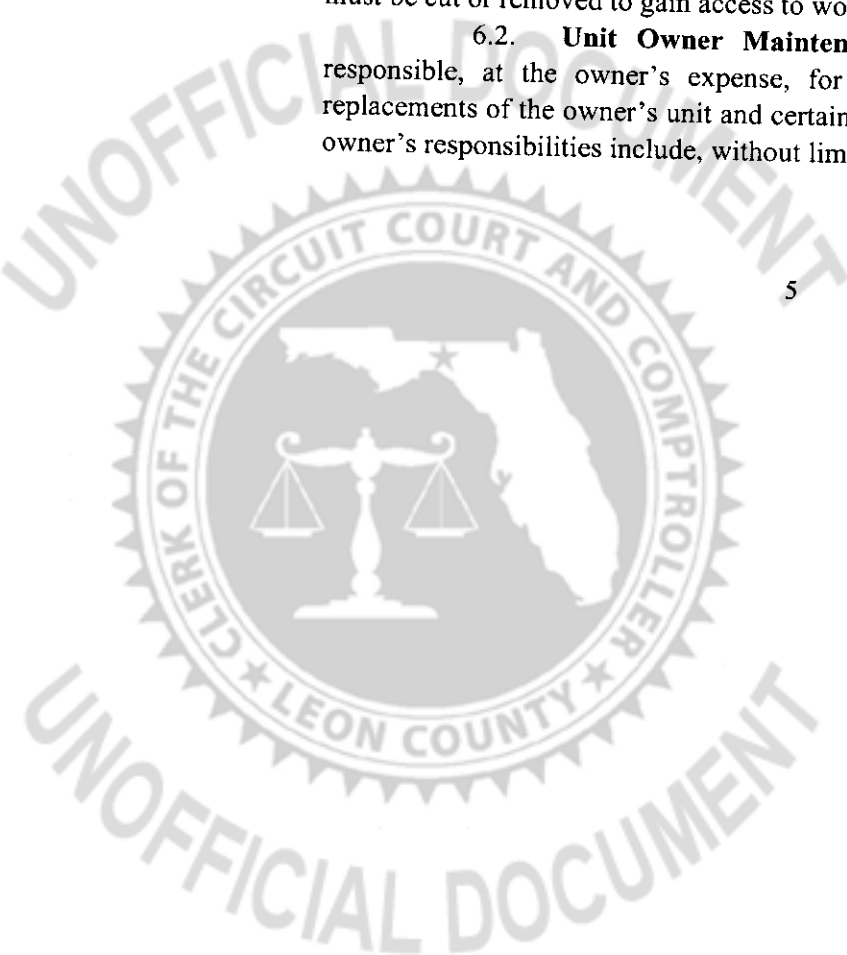
6.1.6. All installations, fixtures, and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.

6.1.7. The exterior surface of the main entrance doors to the units.

6.1.8. All exterior building walls, including painting, waterproofing, and caulking.

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

6.2. **Unit Owner Maintenance** — Each unit owner is responsible, at the owner’s expense, for all maintenance, repairs, and replacements of the owner’s unit and certain limited common elements. The owner’s responsibilities include, without limitation:



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

6.2.2. The main entrance door to the unit and its interior surfaces.

6.2.3. All other doors within or affording access to the unit.

6.2.4. The electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the unit or serving only the unit.

6.2.5. The circuit breaker panel and all electrical wiring going into the unit from the panel.

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

6.2.7. All air conditioning and heating equipment, thermostats, ducts, and installations serving the unit exclusively, except as otherwise provided in Paragraph 6.4. below.

6.2.8. Carpeting and other floor coverings.

6.2.9. Door and window hardware and locks.

6.2.10. Shower pans.

6.2.11. The main water supply shut-off valve for the unit.

6.2.12. Other facilities or fixtures that are located or contained entirely within the unit and serve only that unit.

6.2.13. All interior partition walls that do not form part of the boundary of the unit.

6.3. Other Unit Owner Responsibilities

6.3.1. Balconies, Patios, and Porches — Where a limited common element consists of a stairway or landing area, the unit owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor, and ceiling bounding that area, if any; all fixed glass and sliding glass doors in portions of the entranceway to said area, if any; the wiring, electrical outlet(s), and fixture(s) thereon, if any; and the replacement of light bulbs. The Association is responsible for the maintenance, repair, and replacement of all exterior walls of the building and the concrete slabs. The unit owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a common expense. The maintenance, repair, replacement, and insurance of owner-approved changes and additions shall be the responsibility of the unit owner.

6.3.2. Interior Decorating — Each unit owner is responsible for all decorating within the owner's unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.



6.3.3. Flooring — All units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding except carpeting is not required in kitchens, bathrooms, or laundry rooms. An owner who desires to install, in place of carpeting, any hard-surface floor covering (*e.g.* marble, slate, ceramic tile, parquet) also shall install a sound absorbent underlayment of high quality sound isolation material, all installed in accordance with the rules and regulations as amended from time to time to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting or require the removal of such hard-surface flooring at the expense of the offending Unit Owner.

6.3.4. Window Coverings — The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.

6.3.5. Modifications and Alterations or Neglect — If a Unit Owner makes any modifications, installations, or additions to the unit or the common elements or neglects to maintain, repair, and replace as required by this Section 6, the Unit Owner, and the owner's successors in title, shall be financially responsible for:

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

6.3.5.2. The costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations, or additions; and

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

6.3.6. Use of Licensed and Insured Contractors — Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition, or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that the owner's contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

6.4. **Owner Alteration of Common Elements Restricted** — No unit owner may make any alterations, add to, or remove any part of the portions of the improvements that are to be maintained by the Association without the prior written approval of the Board of Directors.



The Board has the authority to approve, disapprove, or require modifications to the proposed work. The Board's decision will be final. The owner must obtain all necessary approvals and permits from applicable government entities. The Association may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the owner, including any subsequent maintenance and restoration. No owner will do any work that would jeopardize the safety or soundness of the building or impair any easements. If approved by the Board, two units owned by the same owner that are adjacent, either horizontally or vertically, may be connected by doorways or stairways through common element walls or floors. Such Board-approved work is declared not to constitute material alterations or substantial additions to the common elements.

7. COMMON ELEMENTS

7.1. **Share of** — The common elements will be owned by the unit owners in undivided shares as set forth in Exhibit "F". Such undivided shares are stated as fractions and are based on the total square footage of each residential unit in uniform relationship to the total square footage of all of the residential units in the Condominium.

7.2. **Use** — Each unit owner and the Association will be entitled to use the common elements in accordance with the purposes for which the elements are intended; however, no such use may hinder or encroach upon the lawful rights of other unit owners.

7.3. **Material Alterations and Additions** — Except for changes made by an owner with Association approval as provided in Paragraph 6.7. above, or by the Board of Directors alone for the integrity of the Condominium property, material alterations of, or substantial additions to, the common elements or to Association property, including the purchase, acquisition, sale, conveyance, or mortgaging of such property, may be effectuated only by vote of 67% of the voting interests of the Association at a meeting called for that purpose. The Board of Directors, without any vote of the membership, is authorized to lease or grant easements or licenses for the use of the common elements or Association property to unit owners or other persons if, in the judgment of the Board, the use will benefit the members of the Association, even when the lease, easement, or license would result in a material alteration or substantial addition to the common elements or Association property. The Association may charge for the use.

8. **FISCAL MANAGEMENT** — The fiscal management of the Condominium, including budget, fiscal year, charges, assessments, and collection of assessments, shall be as set forth herein and in the Bylaws (Exhibit "B").

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

10. **INSURANCE** — To adequately protect the unit owners, the Association, and all parts of the Condominium Property and Association



property that are required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1. **Duty and Authority to Obtain** — The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. In all insurance purchased by the Association, the name of the insured shall be the Association and the unit owners and their mortgagees (without naming them), as their interests shall appear, and the policy shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages.

10.2. **Basic Insurance** — The Board of Directors will procure insurance covering the building and improvements as well as all insurable Association property, in an amount determined annually by the Board. Pursuant to F.S. 718.111(11)(b), the word “building” does not include floor coverings, wall coverings, or ceiling coverings, nor electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built-in cabinets located within a unit. Such insurance shall afford the following protection:

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

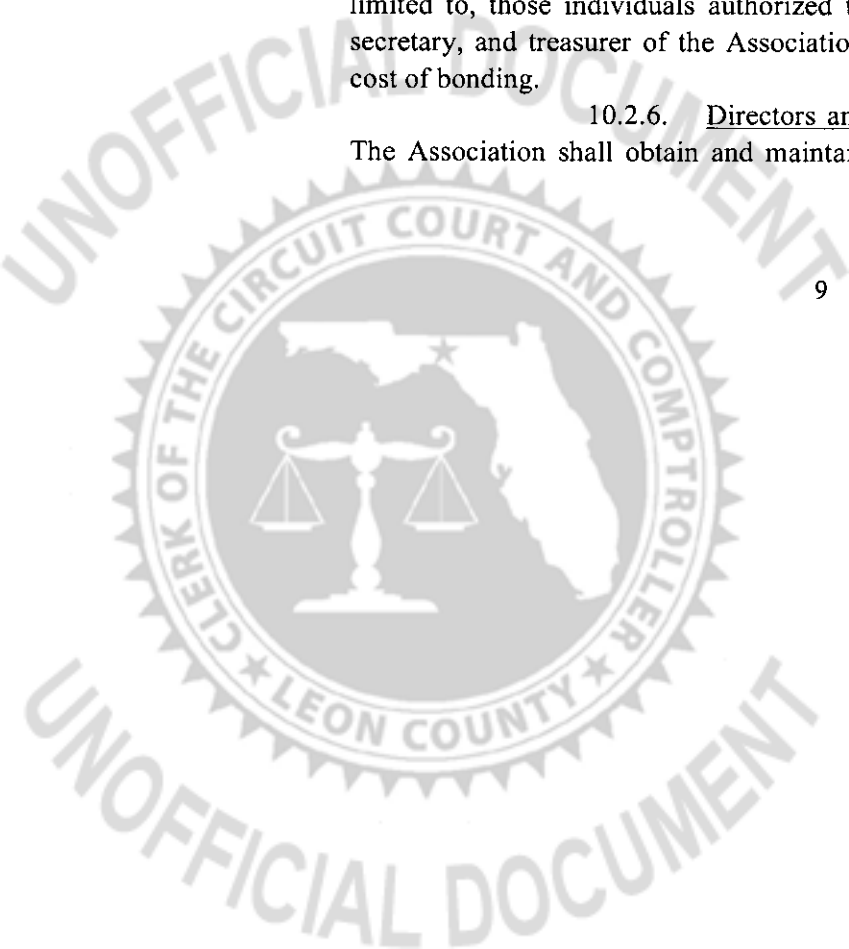
10.2.2. Liability — The policy must include premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

10.2.3. Automobile — The policy must include automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association business in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.

10.2.4. Workers’ Compensation — The Association shall maintain workers’ compensation insurance to meet the requirements of law.

10.2.5. Fidelity Bonding — The Association shall obtain and maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term “persons who control or disburse funds of the Association” includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

10.2.6. Directors and Officers Liability Insurance — The Association shall obtain and maintain adequate directors and officers



liability insurance using the broad form of policy coverage for all directors and officers and, if available, for committee members of the Association.

10.2.7. **Optional Coverage** — The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and unit owners.

10.3. **Description of Coverage** — A detailed summary of the coverage included in the master policies shall be available for inspection by unit owners on request.

10.4. **Waiver of Subrogation** — The Board of Directors shall endeavor to obtain, if available and where applicable, insurance policies that provide that the insurer waives its rights to subrogation as to any claim against unit owners, the Association, or their respective servants, agents, or guests.

10.5. **Shares of Insurance Proceeds** — All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

10.5.1. **Common Elements** — Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as the owner's share in the common elements.

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

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

10.6. **Distribution of Insurance Proceeds** — Proceeds of insurance policies received by the Association shall be distributed for the benefit of the unit owners in the following manner:

10.6.1. **Cost of Reconstruction or Repair** — If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall first be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by the Association.

10.6.2. **Failure to Reconstruct or Repair** — If it is determined in the manner elsewhere provided that the damage for which the



proceeds are paid shall not be reconstructed or repaired, the proceeds after expenses shall be distributed to the beneficial owners. The remittances to unit owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

10.7. **Association as Agent** — The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

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

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

11.2. **Damage to Common Elements — Less Than “Very Substantial”** — When loss or damage occurs to the common elements, but the loss is less than “very substantial,” as hereinafter defined, it shall be mandatory for the Association to repair, restore, or rebuild the damage caused by the loss, and the following procedures shall apply:

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

11.2.2. **Insurance Insufficient** — If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the common elements, the Association shall promptly, on determination of the deficiency, levy a special assessment against all unit owners. Such special assessments need not be approved by the unit owners. The special assessments shall be added to the proceeds available for reconstruction and repair of the property.

11.2.3. **“Very Substantial” Damage** — As used in this Declaration, the term “very substantial” damage shall mean loss or damage whereby three fourths or more of the total units are rendered uninhabitable. Should such “very substantial” damage occur, then:

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



11.2.3.1.1. *Insurance*

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

11.2.3.1.2. *Insurance*

Insufficient — If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless at least 67% of the voting interests of the Association vote in favor of such special assessment and against termination of the Condominium, it shall be terminated pursuant to Paragraph 16.2. If 67% of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the property.

11.2.4. *Disputes* — If any dispute shall arise as to whether “very substantial” damage has occurred, a determination by the Board of Directors shall be binding on all unit owners.

11.3. **Application of Insurance Proceeds** — It shall be presumed that the first funds disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the common elements and Association property and then to the units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association. However, if special assessments were made pursuant to Paragraph 11.2.3.1.2. hereof, then all or a part of the remaining money shall be returned to the unit owners paying those assessments pro rata, according to the amount each paid, up to the full amount each paid, and then to the Association.

11.4. **Equitable Relief** — In the event of very substantial damage to the Condominium property, and if the property is not reconstructed or repaired within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board of Directors to be reasonable and the work proceeds without intentional and unwarranted delay to completion.

11.5. **Plans and Specifications** — Any reconstruction or repairs must be substantially in accordance with the plans and specifications



for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of 67% of the voting interests of the Association.

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

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

12.2. **Rules and Regulations** — The rules and regulations attached hereto as Exhibit "D" and made a part hereof by reference concerning the use of the Condominium property including the units may be amended from time to time by the Board of Directors. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No new or amended regulation may be enforced prior to distribution to the owners.

12.3. **Use and Occupancy of the Units** is restricted to Unit Owners, Lessees, and their guests. Occupancy by guests in the absence of the unit owner is limited to two times per calendar year for maximum periods of 14 days. These use restrictions shall not be construed in such a manner as to prohibit a Unit Owner (or Lessee) from maintaining a personal professional library, keeping personal business or professional records or accounts, or handling personal, business, or professional telephone calls or correspondence in and from owner's unit. Such uses are expressly declared customarily incident to the principal residential use.

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

12.5. **Pets — Tenants and Guests** — Pets shall be as allowed and regulated in the rules and regulations (Exhibit "D").



12.6. **Exclusive Use - Common Facilities** - The Association may lease to unit owners for appropriate temporary periods of time those portions of the common elements rationally appropriate and desirable for exclusive use.

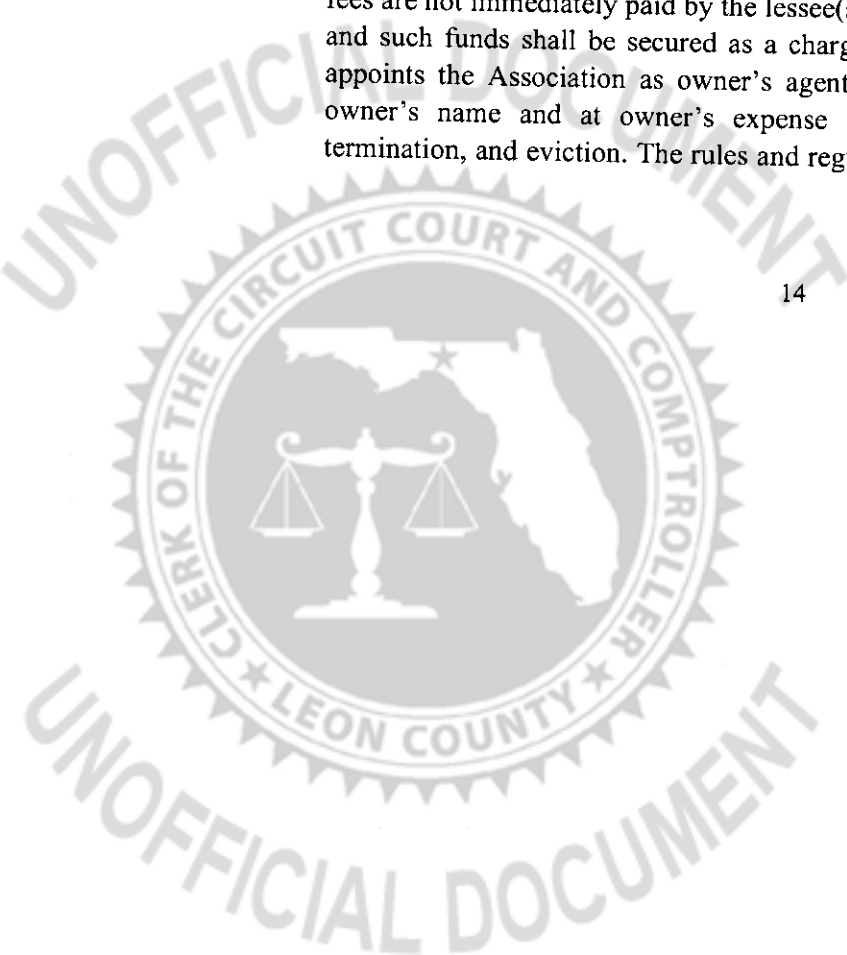
12.7. **Nuisances Prohibited** — No person shall engage in any practice, exhibit any behavior, nor permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any occupant of the Condominium.

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

13.1. **Association Notification Required** — Except for Developer sales, no owner may sell, lease, give, or otherwise transfer ownership of a unit or any interest therein in any manner without the prior written notice to the Association. The notice shall be a written instrument which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the unit number, the name of the Condominium.

13.1.1. **Devise or Inheritance** — If any Unit Owner shall acquire title to a unit by devise or inheritance or in any other manner not heretofore considered, the continuance of ownership shall disclosed to the Association. Such owner shall give the Association notice of the title acquisition together with such additional information concerning the unit owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title.

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



lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term.

14. COMPLIANCE AND DEFAULT — Each unit owner, tenant, and other invitee shall be governed by, and shall comply with, the provisions of the Condominium Act as amended from time to time, this Declaration, including its exhibits, the Association Articles of Incorporation, and the Association Bylaws.

14.1. **Remedies** — Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages, injunctive relief, or both. Actions may be maintained by the Association or by any unit owner.

14.2. **Costs and Fees** — In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

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

14.4. **No Waiver of Rights** — The failure of the Association or any owner to enforce any covenant, restriction, or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

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

15.1. **Requirements** — An amendment may be proposed either by the Board of Directors or by 25% of the voting interests of the Association and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the



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President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may include later written approval of voters not present) and the separate written joinder of mortgagees where required and shall include the recording date (identifying the location of the Declaration as originally recorded). The amendment shall become effective when the certificate is recorded in the public records.

15.2. **Corrective Amendment** — Whenever it shall appear that there is a defect, error, or omission in any of the Condominium documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone.

15.3. **Regular Amendments** — Amendments may be enacted by a favorable vote of the owners of 67% of the voting interests in the Association.

15.4. **Merger Amendment** — In the event that this Condominium should desire to merge with one or more other Condominiums, and such merger is authorized by the Condominium Act, it may do so on the affirmative vote of 75% of the voting interests in this Condominium and the approval of all record owners of liens.

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

15.6. **Mortgagee Approval** — Amendments materially affecting the rights or interests of mortgagees must have the approval of the holders of institutional first mortgages of record representing 51% of the votes of units subject to such mortgages who have requested the Association to notify them on any proposed action specified in this paragraph. Implied approval shall be assumed when such holder fails to respond to any written request for approval within 30 days after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Mangrove County, Florida. A change to any of the following shall be considered as material:

1. Any change in the proportion or percentage by which the owner of the unit shares the common expenses and owns the common surplus.
2. Reallocation of interests or use rights in the common elements.



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- 3. Redefinition of any unit boundaries.
- 4. Convertibility of units into common elements or vice versa.

- 5. Expansion or contraction of the Condominium.

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

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

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

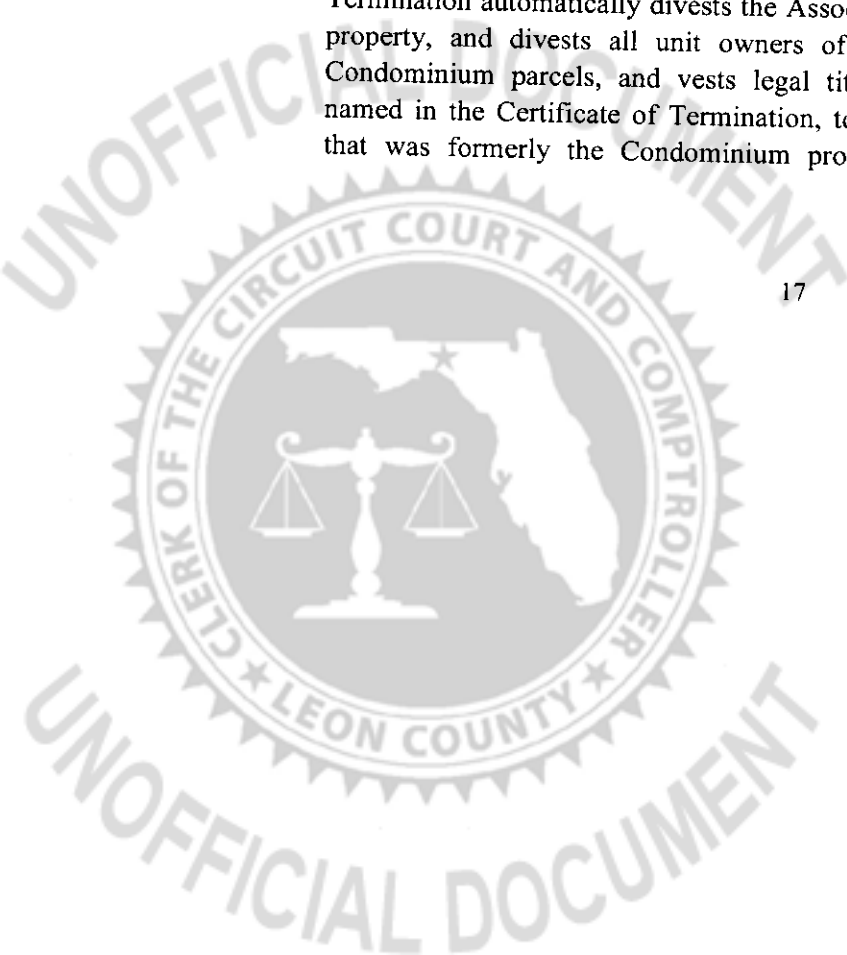
16.1. **By Agreement** — The Condominium may be caused to be terminated at any time by written agreement of the owners of at least three fourths of the units, and of the holders of institutional first mortgages as provided for in Paragraph 15.6. above.

16.2. **Without Agreement, on Account of Very Substantial Damage** — If the Condominium suffers "very substantial damage" to the extent defined above in Paragraph 11.2.3., and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

16.3. **Process of Termination** — Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this paragraph is recorded in the Public Records of Leon County, Florida.

16.3.1. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice President with the formalities of a deed, and certifying as to the facts effecting the termination. The Certificate also shall include the name and address of a Florida financial institution with trust powers or a licensed Florida attorney who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity.

16.3.2. The recording of that Certificate of Termination automatically divests the Association of title to all Association property, and divests all unit owners of legal title to their respective Condominium parcels, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property that was formerly the Condominium property or Association property,



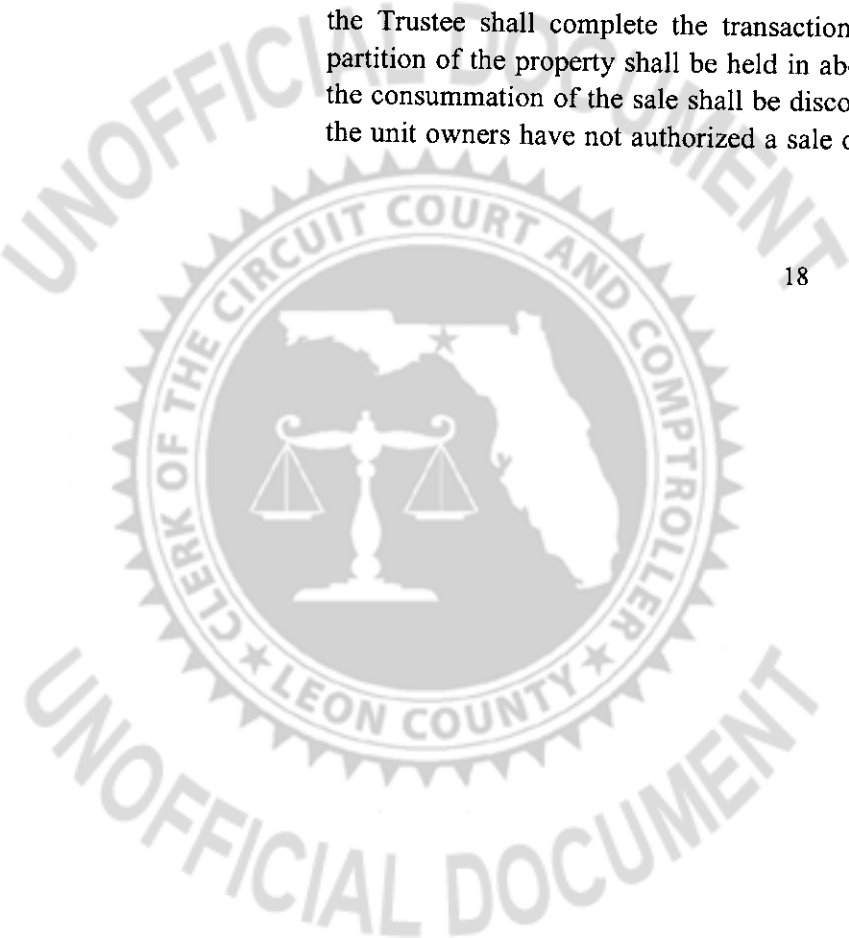
without need for further conveyance. Beneficial title to the former Condominium and Association property shall be transferred to the former unit owners as tenants in common, in undivided shares as determined in 16.3.3 below, without further conveyance. Each lien encumbering a Condominium parcel shall be automatically transferred to the equitable interest in the former Condominium property and Association property attributable to the unit encumbered by the lien, with the same priority.

16.3.3. The beneficial interest of the former owner shall be a fraction, the numerator of which is one and the denominator of which shall be the number of units.

16.4. **Winding Up of Association Affairs** — The termination of the Condominium does not, by itself, terminate the Association. The former unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and the Bylaws, to the extent necessary for, and for the sole purpose of, winding up the affairs of the Association in accordance with this paragraph.

16.5. **Trustee's Powers and Duties** — The Termination Trustee shall hold legal title to the property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees, and other lienholders, as their interests shall appear. If the former unit owners approve a sale of the property as provided in this paragraph, the Termination Trustee shall have the power and authority to convey title to the purchaser and to distribute the proceeds in accordance with the provisions of this paragraph. The Termination Trustee may charge a reasonable fee for acting in such capacity, and that fee, as well as all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium and Association property and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely on the written instructions and information provided to it by the officers, directors, and agents of the Association and shall not be required to inquire beyond such information and instructions.

16.6. **Partition; Sale** — Following termination, the former Condominium property and Association property may be partitioned and sold on the application of any unit owner. If following a termination at least 75% of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the unit owners have not authorized a sale of the former Condominium and



Association property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the Association or the former unit owners. The net proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

16.7. **New Condominium** — The termination of the Condominium does not bar creation of another Condominium including all or any portion of the property.

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

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

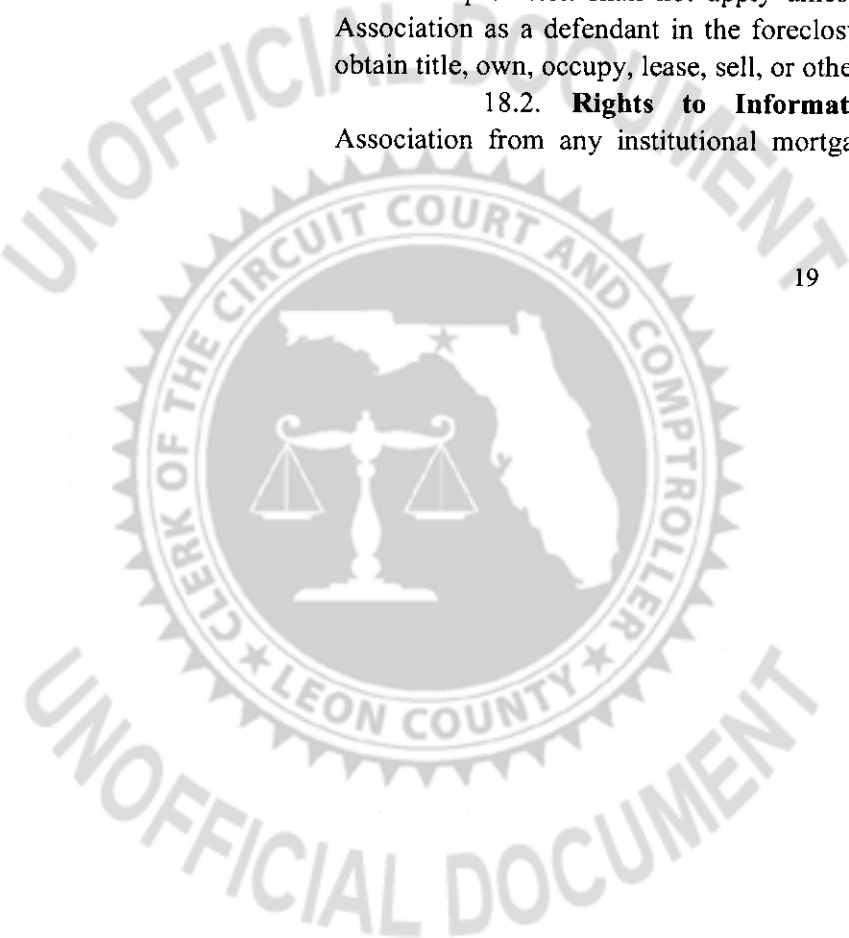
17.1. Assessment of the Developer as a unit owner for capital improvements.

17.2. Any action by the Association that would be detrimental to the sale of units or the completion of the project by the Developer, including such use of unsold units and common elements and Association property as may facilitate completion, sale, maintenance of a sales office, showing of the property, and display of signs.

18. **RIGHTS OF MORTGAGEES**

18.1. **Partial Release From Prior Assessments** — A first mortgagee who acquires title to a unit by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than six months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1% of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Such mortgagee may obtain title, own, occupy, lease, sell, or otherwise dispose of such unit.

18.2. **Rights to Information** — On receipt by the Association from any institutional mortgagee, guarantor, or insurer of a



copy of the mortgage held by such mortgagee, guarantor, or insurer on a unit, together with a written request from such mortgagee or an insurer or guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, insurer, or guarantor the following, for which the Association may charge a reasonable fee:

18.2.1. Financial Statements — A copy of a financial statement of the Association for the immediately preceding fiscal year; and

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

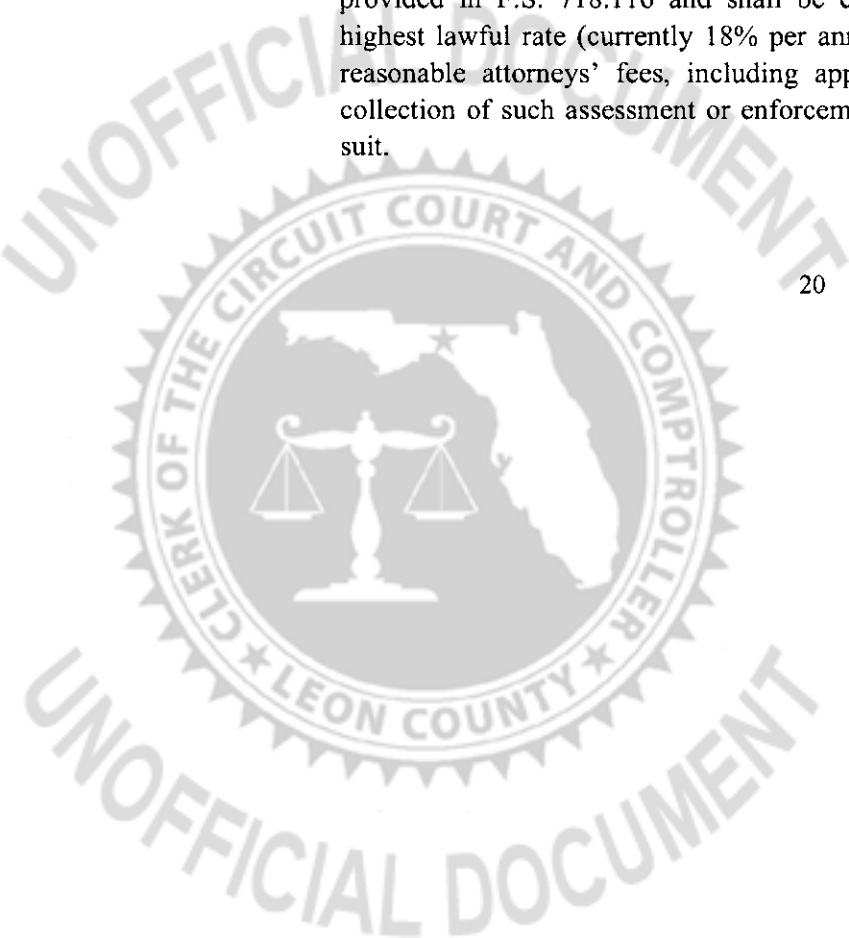
18.2.3. Damage to Condominium — Written notice of any damage or destruction to the improvements located on the common elements or Association property that affects a material portion of the common elements or Association property or the unit securing its mortgage; and

18.2.4. Eminent Domain — Written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium property or the unit securing its mortgage; and

18.2.5. Delinquent Assessments — Written notice of failure by the owner of a unit encumbered by a first mortgage held by such institutional mortgagee, guarantor, or insurer to pay any assessments when such failure or delinquency has continued for a period of 60 days or longer.

18.2.6. Failure to Notify — The failure of the Association to send any such notice to any such mortgagee, guarantor, or insurer shall have no effect on any meeting, action, or thing that was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

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



19.1. **Creation and Enforcement of Charges** — The Association shall have a cause of action against unit owners to secure payment to the Association by unit owners of all charges, costs, and expenses to the Association that cannot be secured as assessments, regular or special, under F.S. 718.116. The charge shall bear interest at the highest lawful rate, and the Association shall be entitled to collect its costs and attorneys' fees, including costs and fees on appeal, incurred in collection.

20. **ASSOCIATION AGREEMENTS** — The Association is authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities. Such interests need not be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

21. **COMMON EXPENSES AND COMMON SURPLUS** — Each unit's share shall be that share of the whole set forth in Exhibit "F".

22. **CONDEMNATION**

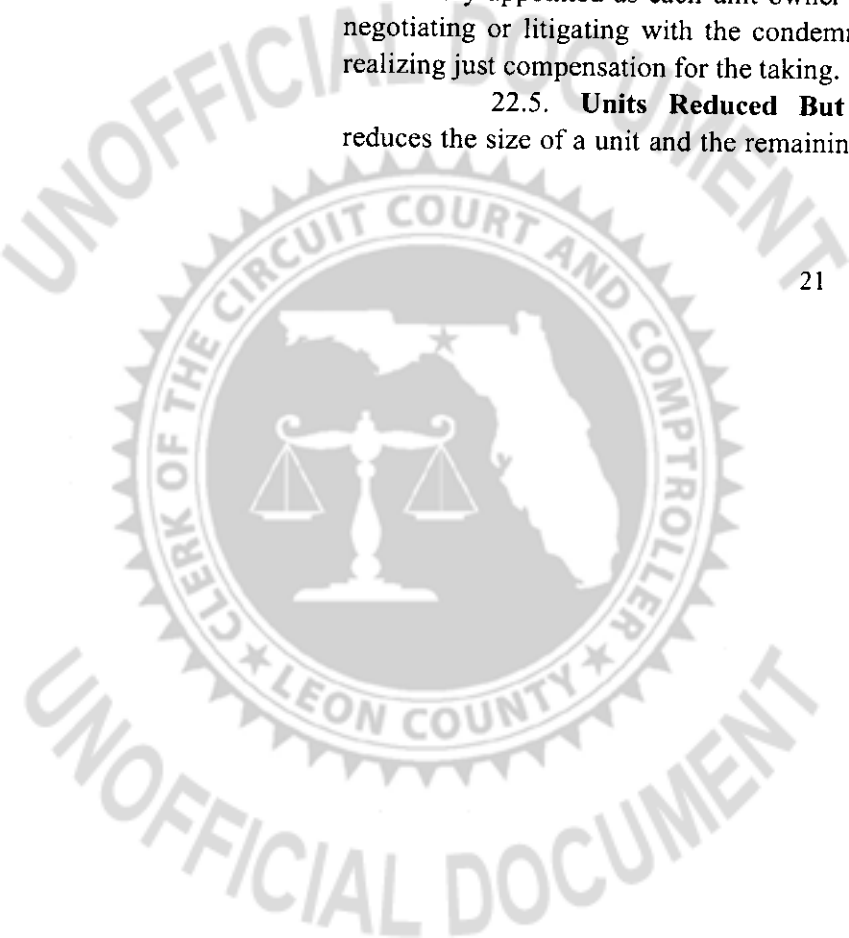
22.1. **Deposit of Awards with Association** — The taking of all or any part of the Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association, and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his or her award, or the amount of that award shall be set off against any sums payable to that owner.

22.2. **Determination Whether to Continue Condominium** — Whether the Condominium will be continued after condemnation will be determined in the manner provided in Section 11 above for determining whether damaged property will be reconstructed and repaired after a casualty.

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

22.4. **Association as Agent** — The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

22.5. **Units Reduced But Tenantable** — If the taking reduces the size of a unit and the remaining portion of the unit can be made



tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.5.1. Restoration of Unit — The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit;

22.5.2. Distribution of Surplus — The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

22.6. **Unit Made Untenantable** — If the taking is of any entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.6.1. Payment of Award — The fair market value of the unit immediately prior to the taking, as determined by agreement between the unit owner and the Association or by arbitration in accordance with Paragraph 22.6.4., shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagee(s).

22.6.2. Addition to Common Elements — If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by all unit owners in the manner approved by the Board of Directors.

22.6.3. Adjustment of Shares in Common Elements — The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total remaining square footage of units calculated as provided in Exhibit "F" to this Declaration.

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

22.7. **Taking of Common Elements** — Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit



owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

22.8. **Amendment of Declaration** — Changes in the units, in the common elements, and in the ownership of the common elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium as ordered by a court or approved by a majority of unit owners (voting interests) of this Condominium, without the consent of any mortgagee being required for any such amendment.

23. **VOTING** — Each unit shall have one full indivisible vote in all matters.

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

25. **SEVERABILITY AND NONWAIVER** — If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and of the application of any such paragraph, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby. The failure of the Association in any instance to enforce any covenant or provision of this Declaration or any of the Condominium documents shall not constitute a waiver of its right to do so thereafter in other instances.

THIS DECLARATION OF CONDOMINIUM and exhibits hereto made and entered into on June 30, 2005.

DEVELOPER:

Barry Bumgarner
Barry Bumgarner

Barbara B. Bumgarner
Barbara Bumgarner

WITNESSES:

(Sign) *Kellie Gaumans*

(Print) Kellie Gaumans

(Sign) *Katrice Thompson*

(Print) Katrice Thompson




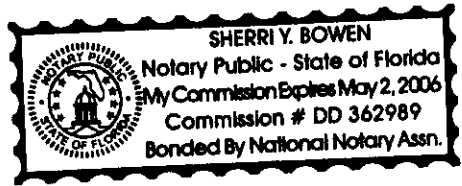
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me on June 30, by Barry Bumgarner and Barbara Bumgarner. They are personally known to me or have produced a Florida driver's license as identification.

Sworn to before me on June 30, 2005.


Notary Public, State of Florida



Declaration

EXHIBIT A



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CHERRY LAUREL CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on June 30, 2005, as shown by the records of this office.

The document number of this corporation is N05000006759.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirtieth day of June, 2005



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State



ARTICLES OF INCORPORATION
FOR
CHERRY LAUREL CONDOMINIUM ASSOCIATION, INC.

FILED
05 JUN 30 PM 1:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator, for the purpose of forming a not-for-profit corporation under the laws of the state of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation shall be Cherry Laurel Condominium Association, Inc.

ARTICLE 2
PRINCIPAL OFFICE

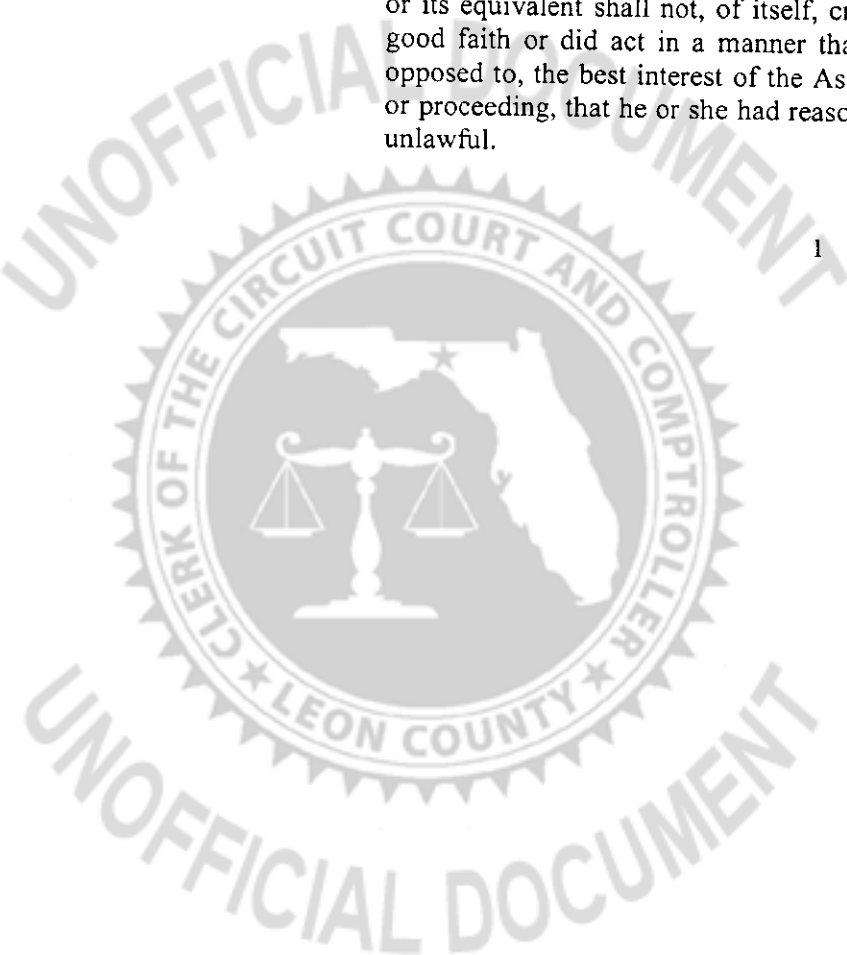
The principal place of business and mailing address of this corporation shall be 502 West Jefferson Street, Tallahassee, Florida 32301.

ARTICLE 3
PURPOSE AND POWERS

The purpose for which the corporation is organized is to operate and govern the Condominium located in Leon County, Florida, and known as Cherry Laurel Condominiums. The Association shall have all of the common law and statutory powers of a Florida not-for-profit corporation that are not in conflict with the Declaration of Condominium of Cherry Laurel Condominiums, the Condominium Act, the Bylaws or these Articles.

ARTICLE 4
INDEMNIFICATION

- 4.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner that he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.



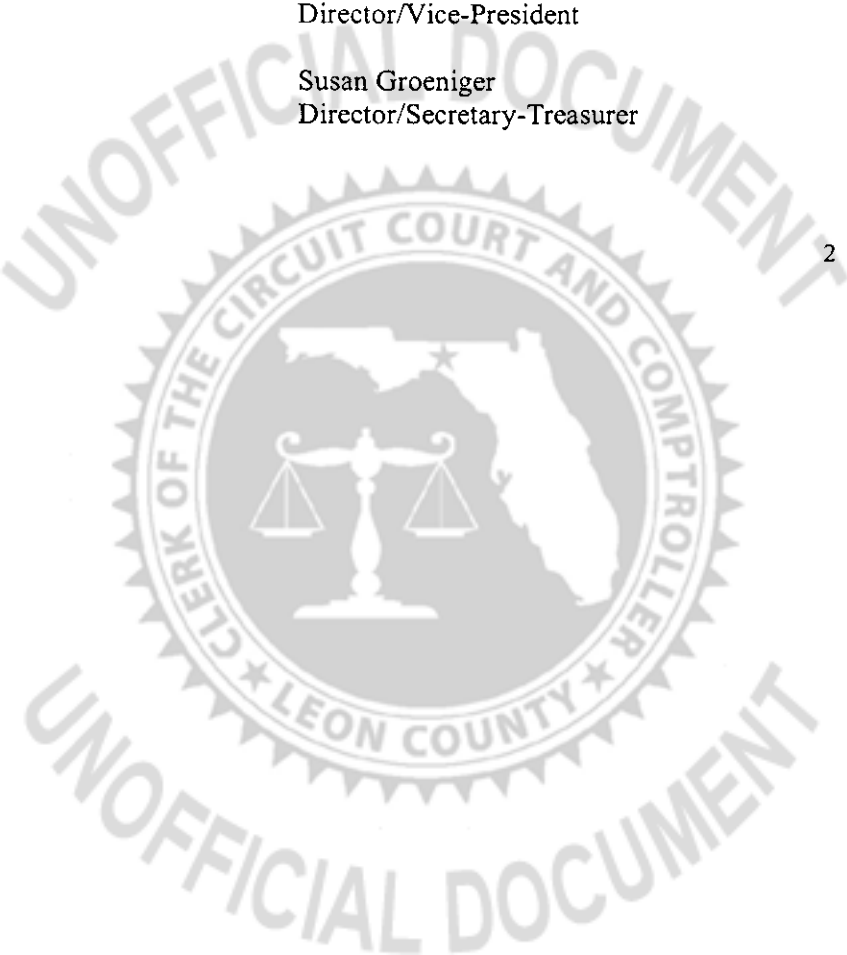
- 4.2 Expenses. To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in Section 10.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense.
- 4.3 Advances. Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 10.
- 4.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of that person.
- 4.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.
- 4.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 5
MANNER OF ELECTION

The manner in which the directors are elected or appointed will be as provided for in the Bylaws.

ARTICLE 6
INITIAL DIRECTORS AND/OR OFFICERS

Barbara Bumgarner Director/President	502 West Jefferson Street Tallahassee, Florida 32301
Barry Bumgarner Director/Vice-President	502 West Jefferson Street Tallahassee, Florida 32301
Susan Groeniger Director/Secretary-Treasurer	502 West Jefferson Street Tallahassee, Florida 32301



ARTICLE 7
INITIAL REGISTERED AGENT AND STREET ADDRESS

<u>Name</u>	<u>Address</u>
Susan Groeniger	502 West Jefferson Street Tallahassee, Florida 32301

ARTICLE 8
INCORPORATOR

<u>Name</u>	<u>Address</u>
Susan Groeniger	502 West Jefferson Street Tallahassee, Florida 32301

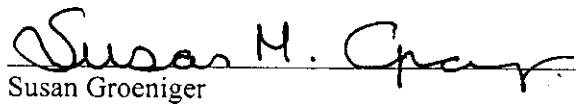
ARTICLE 9
MEMBERS

The members of the Association shall be all of the record title owners of the units of Cherry Laurel Condominiums.

ARTICLE 10
AMENDMENTS

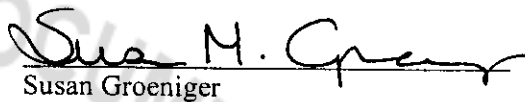
These Articles of Incorporation may be amended as provided in the Bylaws.

IN WITNESS WHEREOF, the Incorporator has affixed her signature the day and year set forth below.


 Susan Groeniger

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for Cherry Laurel Condominium Association, Inc., a Florida corporation not for profit, at the place designated in these Articles, I agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the property and complete performance of my duties.


 Susan Groeniger



Declaration

EXHIBIT B



BY-LAWS
OF
CHERRY LAUREL CONDOMINIUM ASSOCIATION, INC.
a corporation not-for-profit under the laws of the State of Florida

ARTICLE I
NAME

The name of the Association is Cherry Laurel Condominium Association, Inc. ("Association").

ARTICLE II
PURPOSE

These are the By-Laws of Cherry Laurel Condominium Association, Inc., a corporation not-for-profit formed under the laws of the State of Florida and located in Leon County, Florida. The Association has been organized for the purpose of providing for the operation, management, maintenance, control and administration of the condominium known as Cherry Laurel Condominiums, a Condominium, pursuant to the provisions of Chapter 718, Florida Statutes (the "Act").

ARTICLE III
OFFICES

The initial office of the Association shall be at 502 West Jefferson Street, Tallahassee, Florida 32301. The Association Board of Directors may from time to time designate a different location for the Association office.

ARTICLE IV
FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

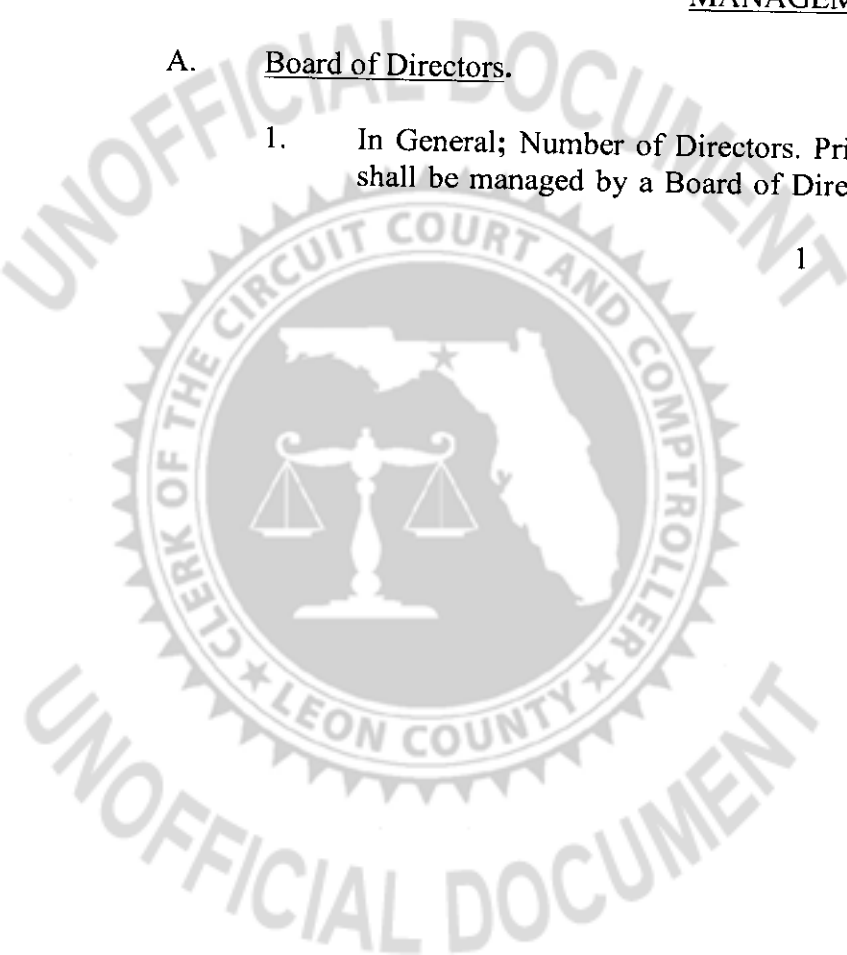
ARTICLE V
PARLIAMENTARY RULES

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

ARTICLE VI
MANAGEMENT

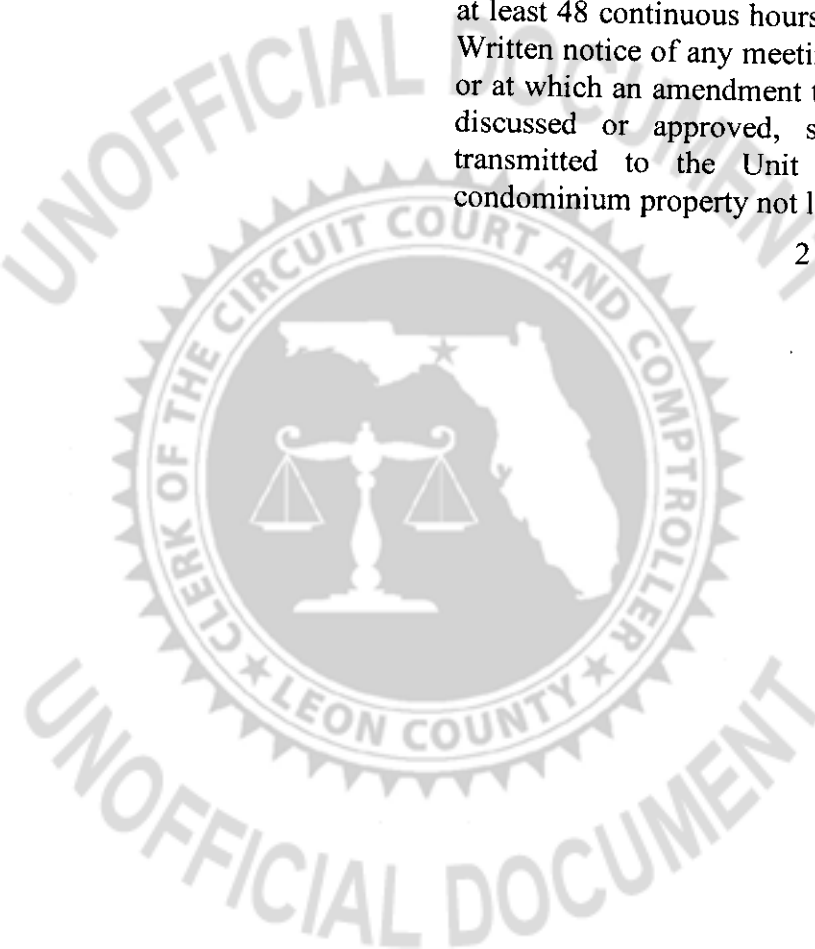
A. Board of Directors.

1. In General; Number of Directors. Prior to turnover, the affairs of the Association shall be managed by a Board of Directors of three (3) directors. After turnover of



the Association, as described herein, the Board of Directors will increase to five (5) directors. All of the powers and duties of the Association existing under the Act, the Declaration of Condominium of the condominium operated by the Association, the Articles of Incorporation of the Association and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees subject only to the approval by the Unit Owners when such approval is specifically required. Notwithstanding any other provision hereof, Directors must be Unit Owners, except that the Developer may select Directors who are not Unit Owners during the period in which it can select Directors.

2. Director's Term. The three (3) directors receiving the greatest number of votes during the first election in which Unit Owners other than the Developer elect a majority of the Board of Directors shall serve a term of two (2) years and the other directors elected at that election shall serve a term of one (1) year. Thereafter, the terms of each director's service shall be for two (2) years and shall extend thereafter until a successor is duly elected and qualified or until director is removed in the manner elsewhere provided herein.
3. Meetings of the Directors.
 - (a) Director's Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected.
 - (b) Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally by mail, telephone or electronic, at least three (3) days prior to the day named for such meeting.
 - (c) Special Meeting. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of a majority of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or electronic media, which notice shall state the time, place and purpose of the meeting.
 - (d) Notice of Meetings of the Board of Directors. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Written notice of any meeting at which *non-emergency* special assessments, or at which an amendment to rules regarding use of Units will be proposed, discussed or approved, shall be mailed, delivered, or electronically transmitted to the Unit Owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence



of compliance with this 14-day notice shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessment.

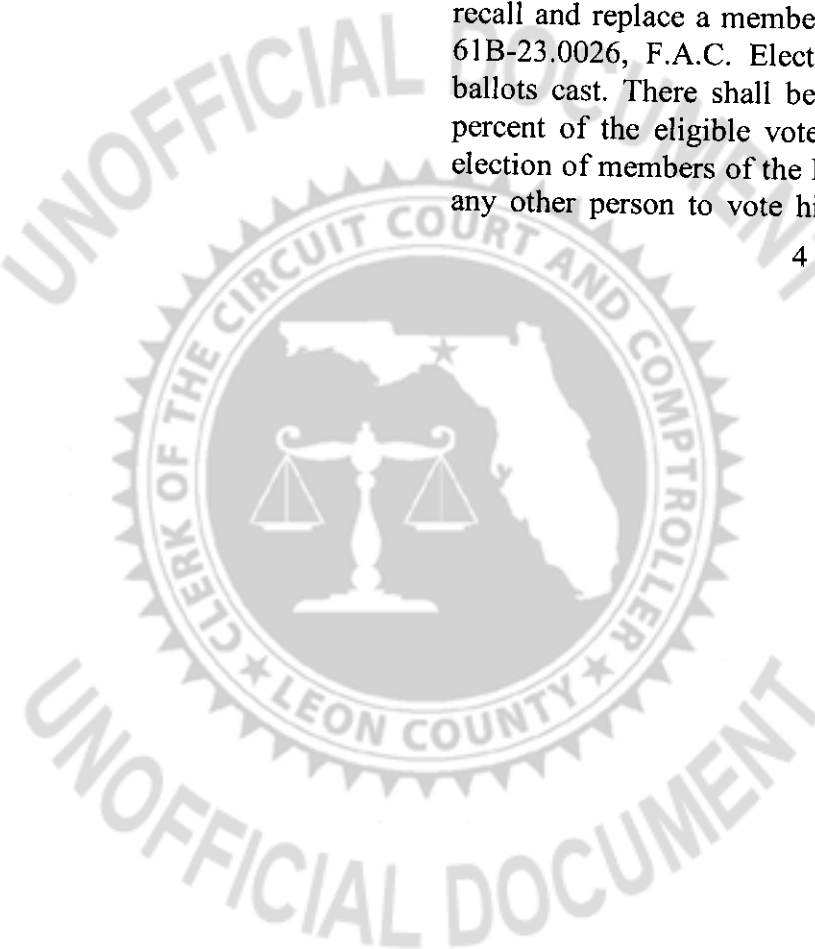
- (e) **Open Meetings and Records.** Meetings of the Board of Directors shall be open to all Unit Owners. Minutes of all meetings of the members of the Board of Directors shall be kept in a book available for inspection by Unit Owners or their authorized representatives, and Board members at any reasonable time. Said minutes shall be retained for a period of not less than seven (7) years.
- (f) **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- (g) **Quorum.** A quorum at director's meetings shall consist of a majority of the entire Board of Directors, which may include persons appearing telephonically in accordance with law. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors as required by the Declaration of Condominium of the condominium operated by the Association, the Articles of Incorporation of the Association and these By-Laws.
- (h) **Adjourned Meetings.** If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present and after notice has been provided.
- (i) **Director Action.**
 - (i) A member of the Board of Directors or a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.
 - (ii) A member who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless the member votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by



UNOFFICIAL DOCUMENT

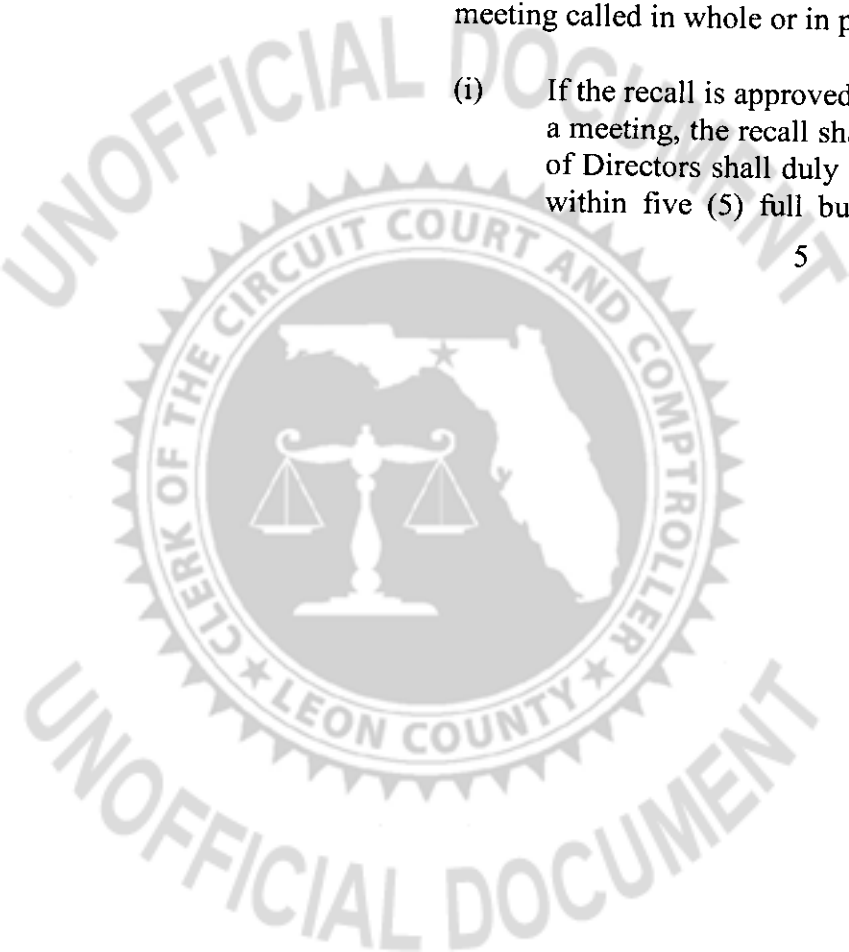
secret ballot at Board of Directors meetings. A vote or abstention for each member present shall be recorded in the minutes.

- (j) Presiding Officer. The presiding officer of directors meetings shall be the chairman of the Board of Directors if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.
 - (k) Order of Business. The order of business at a directors meeting shall be:
 - (i) Calling of roll;
 - (ii) Proof of due notice of meeting
 - (iii) Reading and disposal of any unapproved minutes;
 - (iv) Report of officers and committees;
 - (v) Election of officers (if appropriate);
 - (vi) Unfinished business;
 - (vii) New business; and
 - (viii) Adjournment.
4. Directors Compensation. Directors shall receive no fees or other compensation for their services as a director. Directors and officers have a fiduciary relationship to the Unit Owners. An officer, director, or manager may not solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his or her own benefit or that of his or her immediate family, from any person providing or proposing to provide goods or services to the Association. This does not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.
5. Election of Directors. Election of directors shall be conducted in the following manner:
- (a) Timing. Election of directors shall be held at the annual meeting of the Members of the Association.
 - (b) Manner. The election shall be by secret ballot and by plurality of the Unit Owners. The owner of each Unit shall be entitled to cast a vote for each of as many candidates as there are vacancies to be filled. There shall be no cumulative voting. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, except that limited proxies may be used to recall and replace a member of the Board of Directors as provided in Rule 61B-23.0026, F.A.C. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast



shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with Section 718.303 of the Act. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this Subparagraph, an election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board of Directors.

- (c) Notice and Nominations. Not less than sixty (60) days before a scheduled election, the Association shall mail, deliver, or electronically transmit, whether by separate Association mailing or included in another Association mailing, delivery, or transmission including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before a scheduled election. Upon request of a candidate, the Association shall include an information sheet, no larger than 8.5 inches by 11 inches which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Together with the written notice and agenda as set forth in Paragraph 8(D) of these Bylaws, the Association shall mail, deliver, or electronically transmit a second notice of the election meeting to all Unit Owners entitled to vote therein not less than fourteen (14) days nor more than thirty four (34) days prior to the election meeting, together with a ballot which shall list all candidates.
- (d) Subject to the provisions of Section 718.301 of the Act, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the Unit Owners. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.
- (i) If the recall is approved by a majority of all Unit Owners by a vote at a meeting, the recall shall be effective as provided herein. The Board of Directors shall duly notice and hold a Board of Directors meeting within five (5) full business days of the adjournment of the Unit



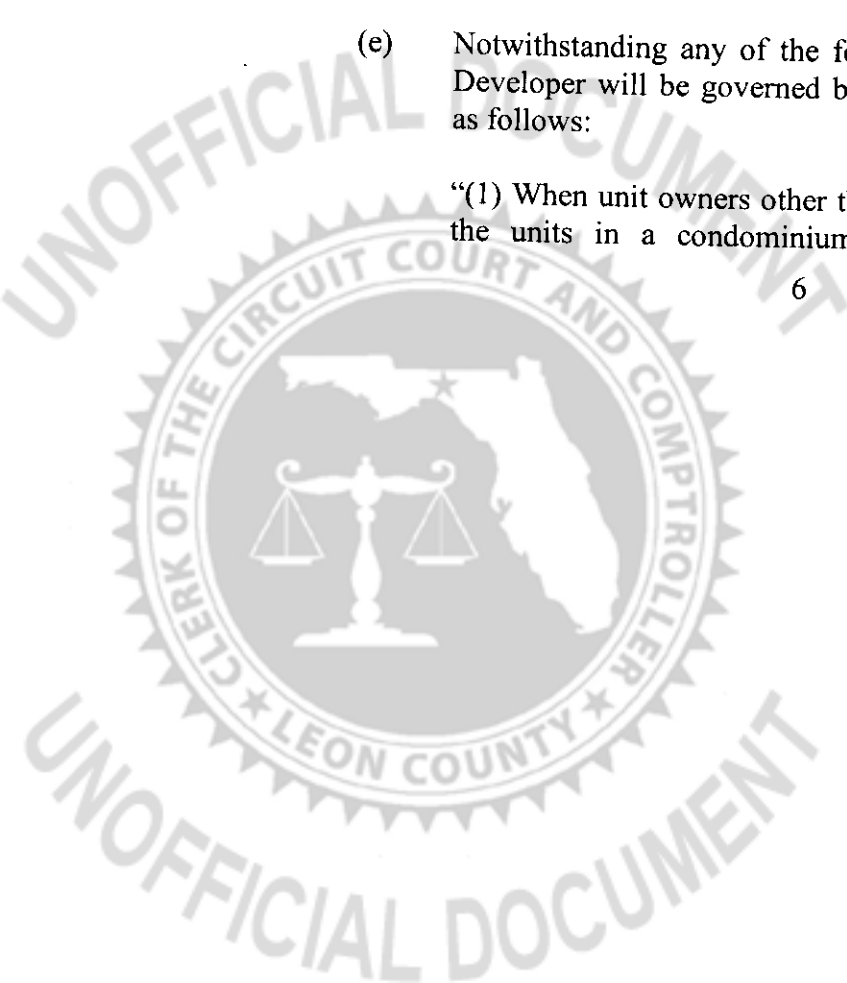
Owner meeting to recall one or more Board of Directors members. At the meeting, the Board of Directors shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors within five (5) full business days any and all records and property of the Association in their possession, or shall proceed as described in subparagraph (iii).

(ii) If the proposed recall is by an agreement in writing by a majority of all Unit Owners, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes. The Board of Directors shall duly notice and hold a meeting of the Board of Directors within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board of Directors shall either certify the written agreement to recall a member or members of the Board of Directors, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors within five (5) full business days any and all records and property of the Association in their possession, or proceed as described in subparagraph (iii).

(iii) If the Board of Directors determines not to certify the written agreement to recall a member or members of the Board of Directors, or does not certify the recall by a vote at a meeting, the Board of Directors shall, within five (5) business days after the meeting, file with the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division") a petition for arbitration pursuant to the procedures of Section 718.1255 of the Act. For purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board of Directors, the recall will be effective upon mailing of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501 of the Act. Any member or members so recalled shall deliver to the Board of Directors any and all records of the Association in their possession within 5 full business days of the effective date, of the recall.

(e) Notwithstanding any of the foregoing, turnover of the Association by the Developer will be governed by Section 718.301(1)(a)-(e), which provides as follows:

"(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an



association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

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

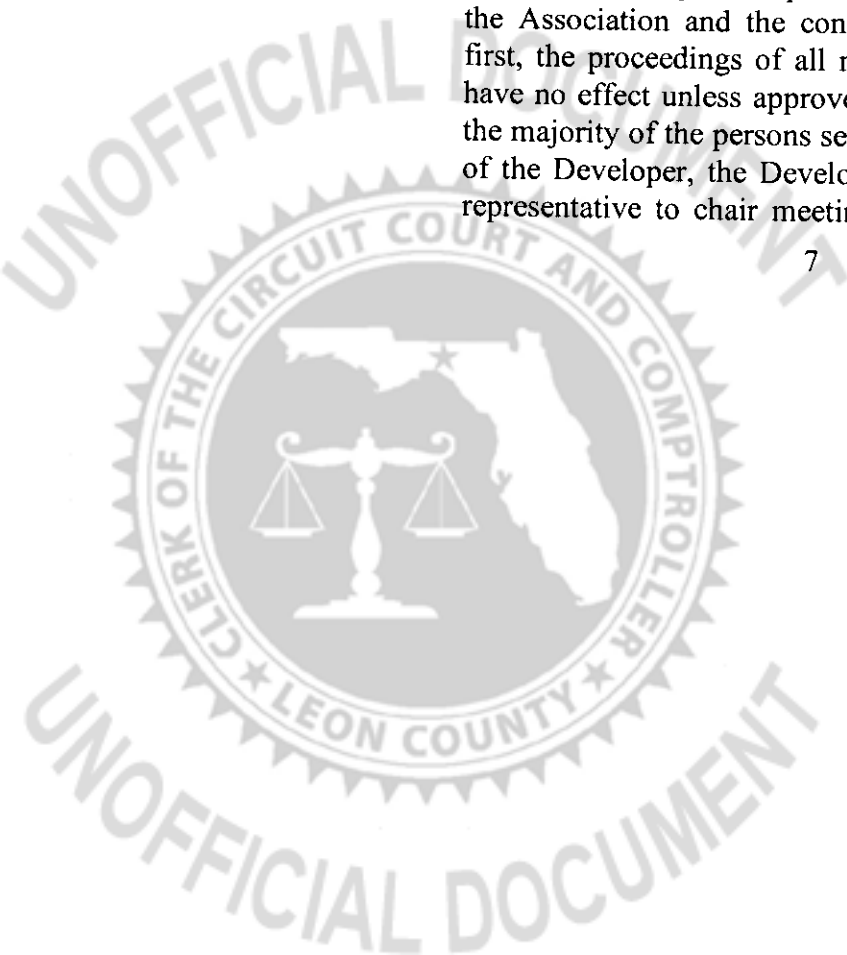
“(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

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

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

“(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to Section 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.”

Until required by the Act including Section 718.301 of the Act, or until the Developer or any subsequent developer elects to terminate their control of the Association and the condominiums operated by it, whichever occurs first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors. During the time the majority of the persons serving on the Board of Directors are appointees of the Developer, the Developer reserves the right to chair or designate a representative to chair meeting(s) of members. Nothing in this Paragraph

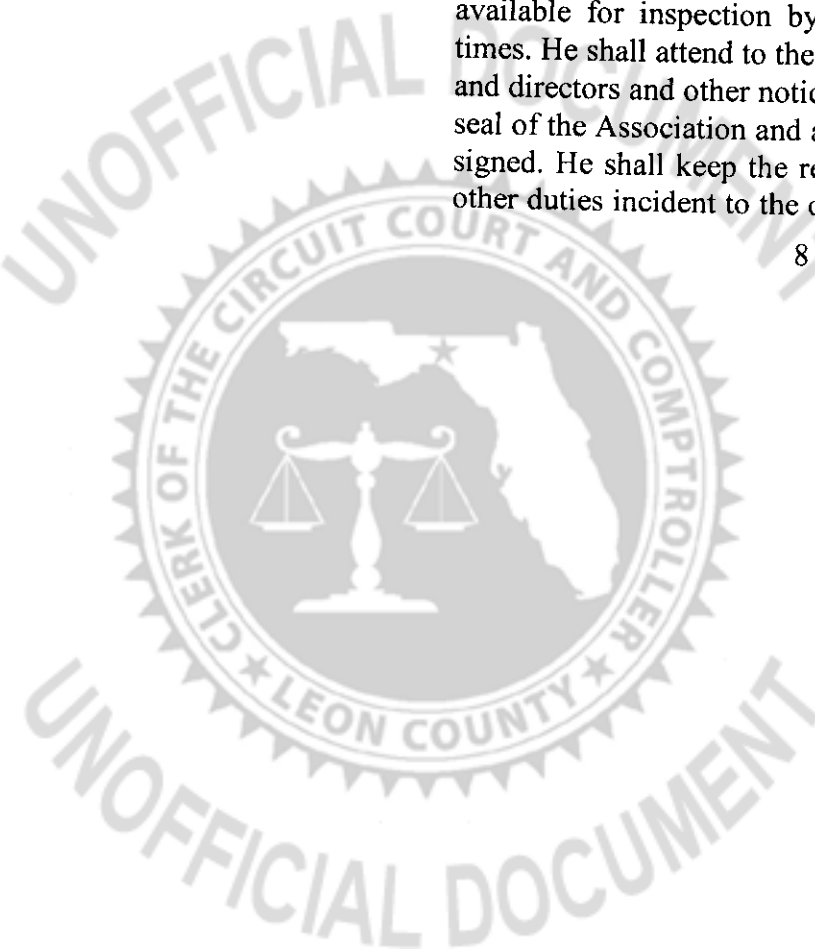


shall apply to any voting rights which must be exercised by unit owners other than Developer, as provided in the Act.

- B. Officers. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be director, a Treasurer/Secretary, who shall be a director, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who maybe peremptorily removed by vote of the directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board of Directors shall find to be necessary or convenient to manage the affairs of the Association. Prior to the time at which the Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors, the officers need not be Unit Owners.

1. Titles and Duties of Officers.

- (a) President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association. After transfer of control of the Association to Unit Owners other than the Developer has occurred, the President shall appoint a standing budget committee for the Association. The President, on behalf of the Board of Directors, shall provide the budget committee a copy of the annual budget (or any amendment thereto or any special assessment proposal made in addition to the annual budget) proposed or to be proposed for adoption and shall solicit the budget committee's comments and recommendations regarding the budget; such comments and recommendations shall be submitted for consideration along with the budget itself to the Board of Directors or membership, as the case may be, when the budget is voted on for approval.
- (b) Vice President. The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other power and perform such other duties as shall be prescribed by the directors.
- (c) Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all proceedings of the directors and the members in a businesslike manner and available for inspection by Unit Owners and Directors at all reasonable times. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, and shall perform all other duties incident to the office of Secretary of an Association and as may



be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; he shall submit treasurer's reports to the Board of Directors at reasonable intervals; he shall prepare a budget; he shall make the treasurer's records available for inspection by directors or members at reasonable times; and he shall perform all other duties incident to the office of treasurer.

The Association may, with the approval of the Board of Directors, retain a management company to perform all or some of the duties of the officers.

ARTICLE VII

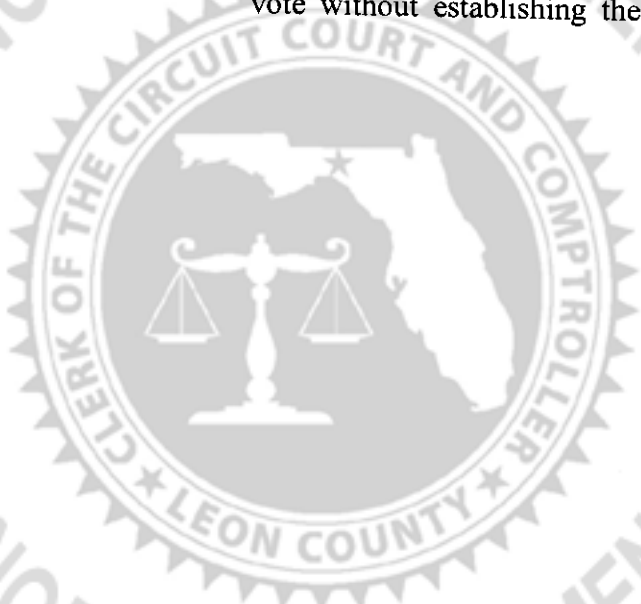
MEMBERS

- A. In General. Each Unit Owner shall be a Member of the Association, with the right to vote on any matter for which a Unit Owner is entitled to vote. At any meeting of the members, the Unit Owner of each Unit shall be entitled to cast one (1) vote for each Unit owned, which shall not be cumulative.

If a Unit is owned by one (1) person or entity, the right to vote on behalf of such Unit shall be established by the record title to the Unit. If a Unit is owned by more than one (1) person, the person or entity entitled to cast the vote for the Unit shall be designated by a voting certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or a change in the ownership of the Unit concerned. A certificate designating a person entitled to cast the vote of a Unit may be revoked by any owner of a Unit. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

Notwithstanding the foregoing, whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.
2. Where only one (1) spouse is present at a meeting the spouse present may cast their vote without establishing the concurrence of the other spouse, absent any prior



written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, their vote shall not be considered.

Notwithstanding any other provision of these Bylaws, to the maximum extent allowed by law, until such time as the Unit Owners are entitled to elect a majority of the members of the Board of Directors, the Developer shall hold all Voting Interests (as that term is defined and used in the Act), and the Developer, rather than the Unit Owners, shall have the sole right to vote on all matters otherwise requiring a vote of the Unit Owners, except as expressly otherwise provided by the Act.

- B. Members' Meetings. The annual Members' meeting shall be held each year at a location set by the Board of Directors on a date during the month of July as from time to time determined by the Board of Directors. The Members may transact at the annual members meeting any business authorized to be transacted by the Members.
- C. Special Meetings. Special meetings of the Members shall be held whenever allowed by the Act or called by the President.
- D. Notice. Notice of all members meetings stating the time and place and identifying each agenda item for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be posted at a conspicuous place designated by the Board of Directors on the condominium property at least thirty (30) continuous days preceding the meeting and shall be in writing to each member and shall be mailed, delivered or electronically transmitted to each Unit Owner not less than thirty (30) days nor more than thirty four (34) days prior to the date of the meeting. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed, hand delivered, or electronically transmitted in accordance with this provision, to each Unit Owner at the address last furnished to the Association.
- E. Quorum. A quorum of members meetings shall consist of persons holding one-third of the Unit Owners of the entire membership. The acts approved by a majority of the Unit Owners present at a meeting at which a quorum is present shall constitute the act of the members, except when approval by a greater number of Unit Owners is required by the Declaration of Condominium of the condominium operated by the Association, the Articles of Incorporation of the Association or these By-Laws. In determining whether a quorum is present, proxies may be counted as Unit Owners present.
- F. Proxies. Votes may be cast in person or by proxy subject to the provisions of this Paragraph. A proxy may be made or revoked by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting, provided that in no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.



UNOFFICIAL DOCUMENT

Unit Owners may not vote by general proxy (except as otherwise provided herein), but may vote by limited proxy in the following instances: (1) to waive financial statement requirements and the financial reporting requirements of Section 718.111(13) of the Act, (2) to waive or reduce reserves, (3) to amend the Declaration, Articles of Incorporation or the By-Laws, and (4) for any other matter which requires or permits a vote of the Unit Owners.

Unit Owners may not vote by limited or general proxy in the election of members of the Board of Directors.

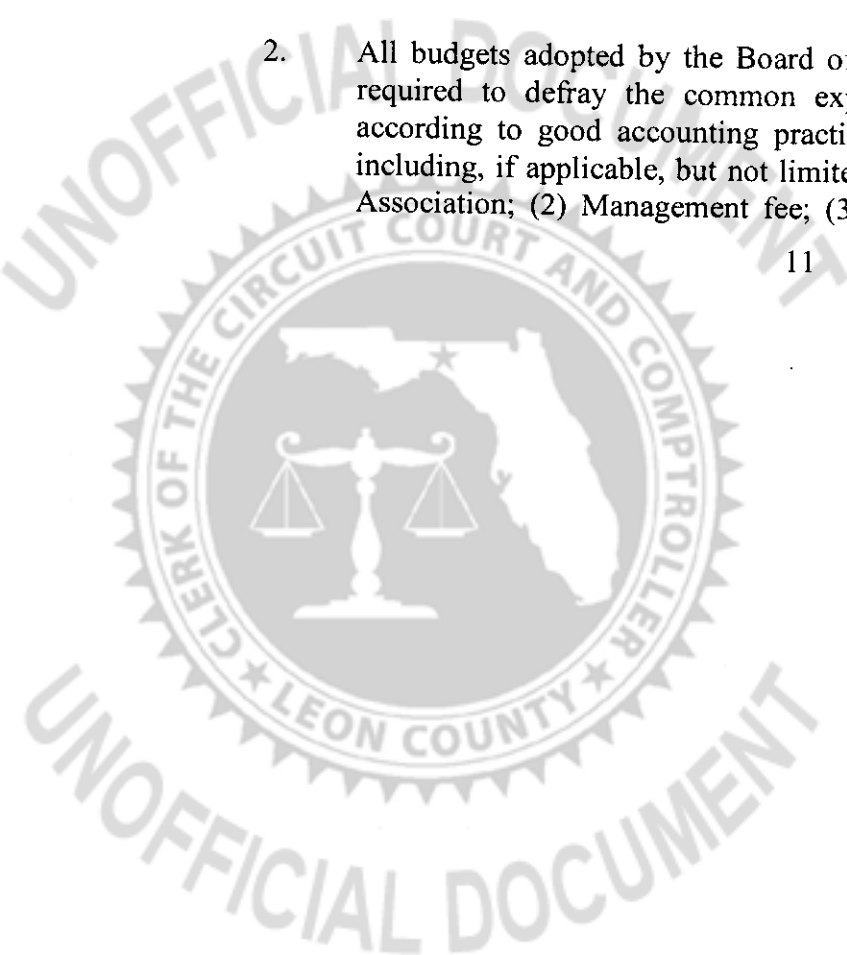
General proxies may be used only for matters for which limited proxies are not required and may also be used in voting for non-substantial changes to items for which a limited proxy is required and given.

- G. Lack of Quorum. If any meeting of members cannot be organized because a quorum is not present, the Unit Owners who are present, either in person, or by proxy, may adjourn the meeting from time to time until a quorum is present.
- H. Order of Business. The order of business at annual meetings and as far as practical at other members meetings shall be: (1) Collection of election ballots; (2) Election of chairman at meeting; (3) Call of the roll and certifying of proxies; (4) Proof of notice of meeting or waiver of notice; (5) Election of inspectors of an election; (6) Closing of the polls; (7) Reading and disposal of any unapproved minutes; (8) Report of officers; (9) Report of committees; (10) Election of directors; (11) Unfinished business; (12) New business; (13) Adjournment.

ARTICLE VIII
FINANCIAL MANAGEMENT

Provisions for fiscal management of the Association as set forth in the Declaration of Condominium, the Articles of Incorporation and the Act shall be supplemented by the following provisions:

- A. Budgets.
 - 1. The Board of Directors shall adopt a budget for each fiscal year for the Association. The budget for the Association shall include the estimated receipts and expenditures arising out of the use, ownership, operation and maintenance of the Common Elements.
 - 2. All budgets adopted by the Board of Directors shall include the estimated funds required to defray the common expenses and to provide and maintain funds according to good accounting practices by accounts and expense classifications including, if applicable, but not limited to the following: (1) Administration of the Association; (2) Management fee; (3) Maintenance; (4) Taxes upon Association



Property; (5) Taxes upon leased area; (6) Insurance; (7) Security Provisions; (8) Other expenses; (9) Operating Capital; (10) Reserves; (11) Fees payable to Division, if any; (12) Betterments (Betterments shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the common elements of the condominium or the property of the Association); and (13) Operations.

The Board of Directors shall also adopt a budget for limited common elements which the Association is obligated to maintain as provided in the Declaration, which shall include the estimated funds required to defray such expenses and to provide and maintain funds according to good accounting practices by accounts and expense classifications, including, if applicable, but not limited to the items described above. The cost of maintenance of the limited common elements shall be allocated as provided in the Declaration.

3. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection shall not apply to budgets in which the members of the Association have, by a majority vote at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than required by this subsection. However, prior to transfer of control of the Association by the Developer to Unit Owners other than the Developer pursuant to Section 718.301 of the Act, the Developer may vote to waive the reserves or reduce the funding of reserves for each of the first two years of the operation of the Association, after which time reserves may only be waived or reduced upon vote of a majority of the Unit Owners other than the Developer present at a duly called meeting of the Association. The Developer cannot unilaterally reduce or waive reserves.

Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Unit Owners, voting in person or by limited proxy at a duly called meeting of the Association. Prior to turnover of control of the Association by the Developer to Unit Owners other than the Developer under Section 718.301 of the Act, the Developer-controlled Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all



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Unit Owners other than the Developer, voting in person or by limited proxy at a duly called meeting of the Association.

If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

4. For the purpose of the Budget, "Operations" shall include the gross revenues, if any, from the use of the common elements or other property owned by the Association and only the additional direct expense required by the revenue producing operation. Any surplus from such operations shall be used to reduce the assessments in the year following the year in which the surplus is realized. Any losses from such operation shall be met by assessments in the year following the year in which the loss is realized, unless funds cannot be adequately and timely raised in such fashion, in which event the required funds shall be provided by special assessment.
5. At least fourteen (14) days prior to any meeting at which the annual budget will be adopted and approved, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or electronically transmit to the location furnished by the Unit Owner for that purpose a notice of such meeting and a copy of the proposed annual budget. The Unit Owner shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Unit Owners. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, and if the Board of Directors receives, within twenty one (21) days after adoption of the annual budget, a written request from at least ten percent (10%) of the Unit Owners, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget. The special meeting shall be held within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each such Unit Owner at the mailing address last furnished to the Association, a notice of the meeting.

In any event, the Board of Directors may propose a budget to the Unit Owners at a meeting of the members, and if the budget or proposed budget is approved by the Unit Owners at the meeting; the budget so approved shall be adopted. If a meeting of the Unit Owners has been called and a quorum of the Unit Owners is not attained or a substitute budget is not adopted, the budget adopted by the Board of Directors shall go into effect as scheduled.

In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium or development property, as



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the case may be, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium or development property, as the case may be, shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than one hundred fifteen (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the Unit Owners.

B. Assessments.

The Board of Directors shall make assessments against each Unit for its share of the items of each budget in an amount not less than required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The costs of maintenance of the limited common elements shall be allocated as described in the Declaration.

2. The assessments shall be made quarterly (or annually) in advance and shall be due in equal, quarterly installments on the first day of each quarter for which the assessments are made.
3. If a quarterly (or annual) assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and such assessments shall be due on the first day of each month of each quarter (or year) until changed by an amended assessment.
4. In the event any assessment shall be insufficient in the judgment of the Board of Directors, the Board of Directors shall amend each budget and shall make amended assessments for the balance of the quarter (or year) in sufficient amounts to meet the expenses for the quarter (or year); provided, however, that any account of an amended budget that exceeds the limit upon increases shall be subject to approval of membership of the Association affected by that particular budget as previously required in these By Laws.
5. Assessments for common expenses that cannot be paid from the annual assessment for common expenses shall be made only after notice of the need for such is given to the Unit Owners concerned. After such notice, Special Assessments may be made in one of two ways, depending on the purpose of the Special Assessment. When the purpose of the Special Assessment is limited to the payment of costs of reconstruction and repair immediately necessary to avoid damage to the condominium, it may be made by the Board of Directors, without approval of the Unit Owners or their mortgages, upon a two-thirds (2/3) vote of the directors, a quorum being present. Such assessment shall be effective and paid as determined by the Board of Directors and indicated in the notice of assessment. All other Special Assessments must be approved in writing by two-thirds (2/3) of the Unit Owners, and thereupon the assessment shall become effective, and shall be paid in



such manner as the Board of Directors of the Association may require in the notice of assessment.

- C. Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies from such accounts shall be withdrawn only by checks signed by such persons as are authorized by the directors.
- D. Annual Financial Report. Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

ARTICLE IX **DISPUTE RESOLUTION**

Disputes, as defined in Section 718.1255, F.S., shall be submitted for mediation or arbitration as provided therein.

ARTICLE X **OFFICIAL RECORDS**

- A. Mandatory Documents. From the inception of the Association, the Association shall maintain a copy of each document described in Section 718.111(1 2)(a) of the Act, and any other document required to be maintained in the State of Florida by the Association in accordance with applicable law.
- B. Inspection. The official records of the Association are open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies at the reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspection and copying. However, in no event shall the Association fail to provide the records within five (5) working days after receipt of a written request. A Unit Owner who is denied access to official records is entitled to such damages and remedies as are provided in Section 718.111(1 2)(c) of the Act. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, By-Laws, and rules, and all amendments to each of the foregoing, as well as the Question and Answer Sheet provided for in Section 718.504 of the Act, on the condominium property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same.



- C. Question and Answer Sheet. The Association shall prepare a Question and Answer Sheet as described in Section 718.504 of the Act, and shall update it annually.
- D. Prospective Purchasers. Notwithstanding any of the foregoing, the Association shall not be required to provide a prospective purchaser or lienholder with information about the condominium or the association other than information or documents required by Florida law or to be made available or disclosed. The association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.

ARTICLE XI

FINES

In addition to all remedies provided in the Declaration of Condominium of the condominium operated by the Association, the Articles or these By-Laws, the Board of Directors of the Association may, upon reasonable notice of not less than 14 days and an opportunity for hearing, fine and charge any offending member a sum not to exceed One Hundred Dollars \$100.00 for each infraction of the provisions of said Declaration, Articles, By-Laws or reasonable rules and regulations of the Association. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

The Notice shall include the following:

- A. Statement of date, time and place of hearing.
- B. Statement of provisions allegedly violated (Declaration, By-Laws, Rules); and C
Short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written or oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the committee, if the committee agrees with the fine, the Board of Directors shall receive the report of the committee and if the Board approves the recommendation of the committee, the Board of Directors may levy the fine. No fines shall become a lien against the Unit. The provisions of this paragraph shall not apply to unoccupied units.



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ARTICLE XII
TRANSFER FEE

No fee shall be charged by the Association in connection with a transfer, lease, sale or sublease of a Unit which is subject to approval of the Association or its Board of Directors, in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

ARTICLE XIII
AMENDMENTS

In addition to any other method provided under the Declaration or Articles of Incorporation, these By-Laws may be amended in the following manner:

- A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- B. Approval. A resolution approving a proposed amendment may be proposed by either the Board of Directors of the Association or by the Unit Owners of the Association. Except as elsewhere provided, such approvals must be either by:
1. Not less than two-thirds (2/3) of the Unit Owners of the Association.
 2. Until the transfer of control from the Developer to Unit Owners other than the Developer, by two-thirds (2/3) of the directors.
 3. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and the words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

 "Substantial rewording of By-Law. See By-Law for present text." Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.
- C. Execution and Recording. A copy of each amendment shall be attached to or incorporated in a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be valid and effective



when such certificate, with a copy of the amendment attached thereto or incorporated therein, is recorded in the public records of Bay County, Florida.

ARTICLE XIV
INTERPRETATION

These By-Laws shall be deemed to include any mandatory provision of Section 718.112(2) of the Act as if fully restated herein. Whenever the context of the Bylaws requires the same, the singular shall include the plural and the plural the singular and the masculine shall include the feminine and the neuter. Notwithstanding any other provision hereof, notice of meetings of the Board of Director's, special and annual Unit Owner meetings (except Unit Owner meetings called to recall Board members under Section 718.112(2)(j)), and committee meetings may be given by electronic transmission to Unit Owners who consent to receive notice by electronic transmission.

ARTICLE XV
OTHER PROVISIONS.

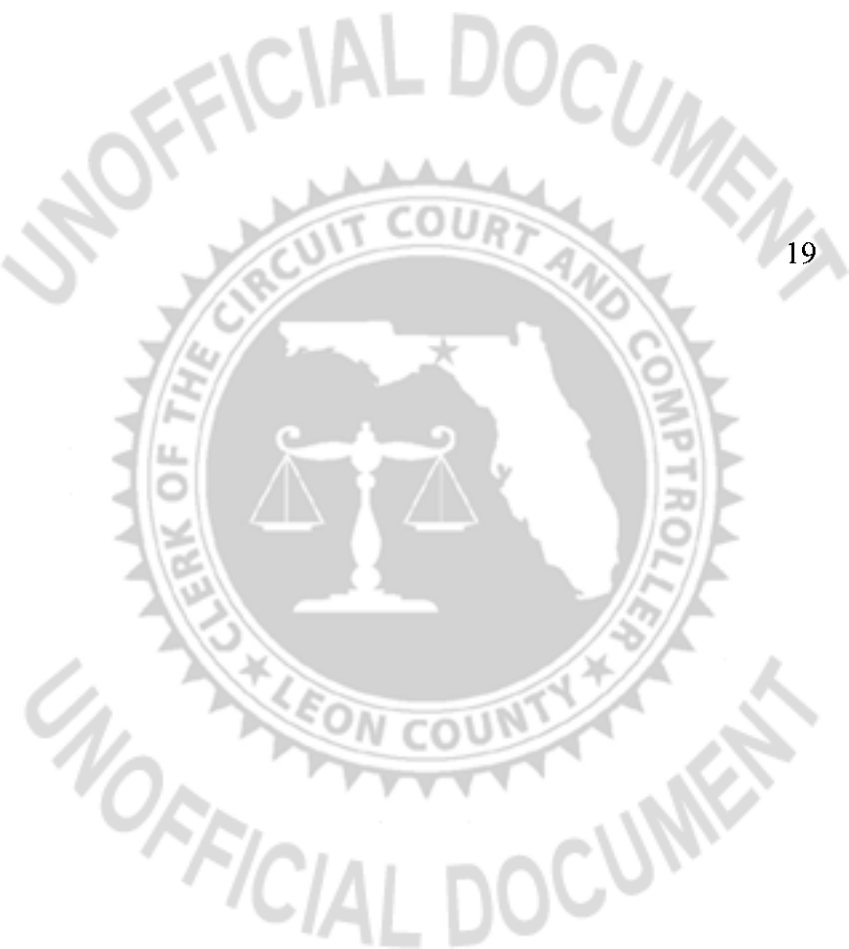
- A. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board of Directors as evidence of compliance of the Units to the applicable fire and life safety code. Notwithstanding the provisions of Chapter 633, F.S., or of any other code, statute, ordinance, administrative rule, or regulation, or any interpretation of the foregoing, the Association, Condominium, or Unit Owner is not obligated to retrofit the Units of the Condominium with a fire sprinkler system or other engineered life safety system in the Condominium, if the Unit Owners have voted to forego such retrofitting and engineered life safety system by the affirmative vote of two-thirds of all voting interests in the Condominium. A vote to forego retrofitting may not be obtained by general proxy or limited proxy, but shall be obtained by a vote personally cast at a duly called Unit Owner meeting, or by execution of a written consent by the Unit Owner, and shall be effective upon the recording of a certificate attesting to such vote in the public records of Bay County, Florida. The Association shall provide each Unit Owner written notice of the vote to forego retrofitting of the required fire sprinkler system, in at least 16-point bold type, by certified mail, within 20 days after the Association's vote. After such notice is provided to each Unit Owner, a copy of such notice shall be provided by the current owner to a new owner prior to closing and shall be provided by a unit owner to a renter prior to signing a lease.
- B. Conveyances to Condemning Authorities. The Association is hereby granted a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as the result of eminent domain proceedings.
- C. Written Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board of Directors shall respond as provided in -Section 718.112(2)(a)(2), F.S., and failure to comply with the provisions of such Section shall have the consequences identified therein. The Board of Directors shall adopt reasonable rules and regulations regarding the frequency and manner of responding to such inquiries.



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The foregoing was adopted as the By-Laws of Cherry Laurel Condominium Association, Inc., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Board of Directors on June 30, 2005.

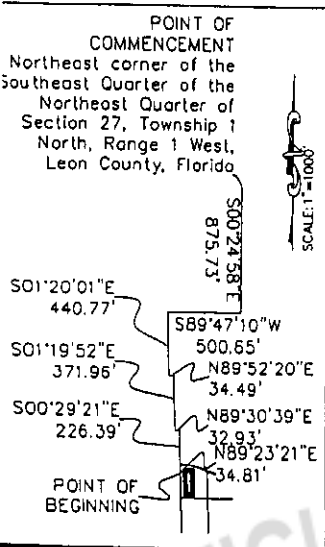
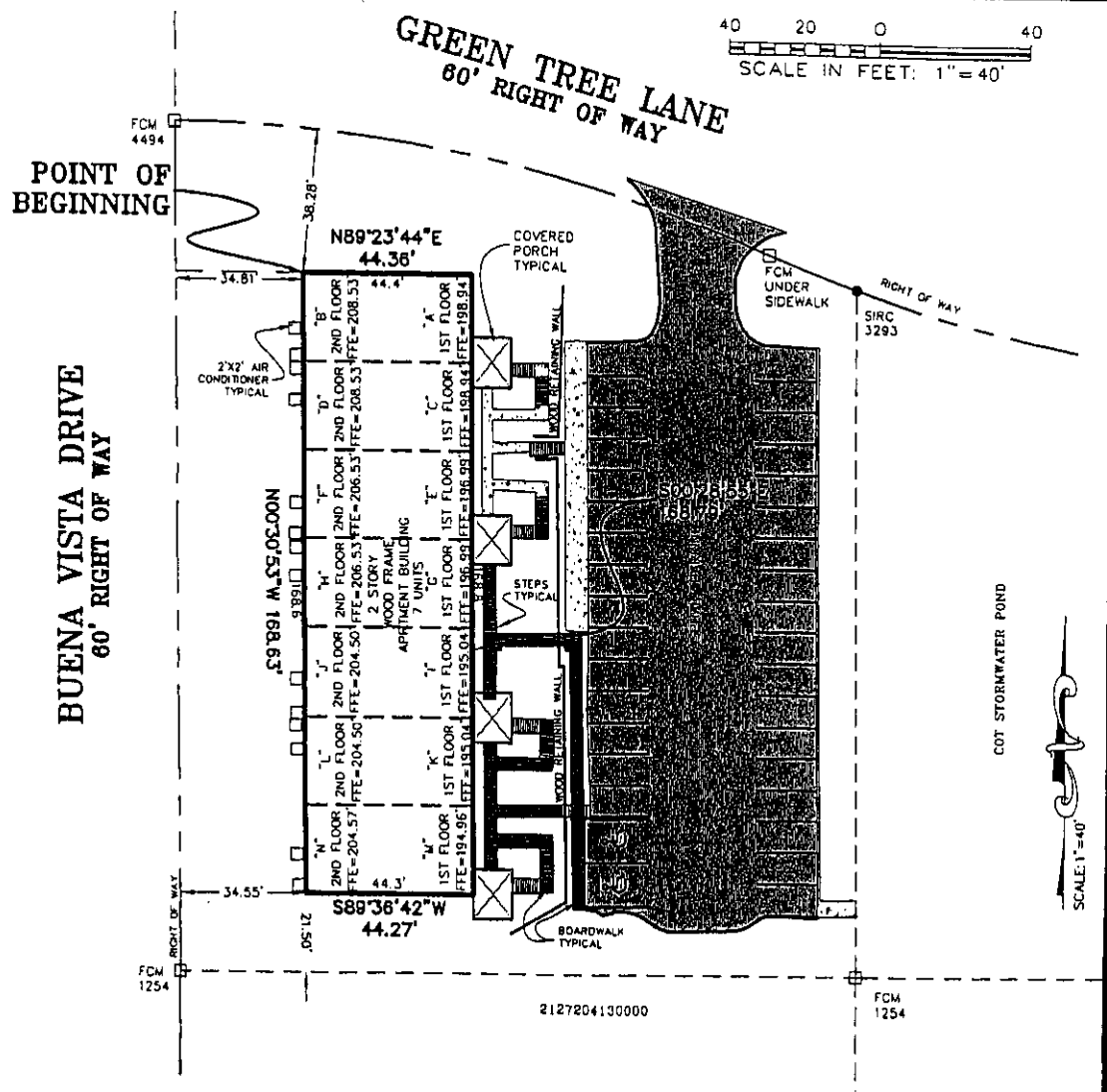
Barbara B. Bumgarne
President



Declaration

EXHIBIT C





Allen Nobles & Associates, Inc.
TALLAHASSEE • CHIPLEY • NICEVILLE • PENSACOLA • VALDOSTA
PROFESSIONAL LAND SURVEYING, MAPPING, AND CIVIL ENGINEERING LB#3293 EB#7990
2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
PH: 850-385-1179 FAX: 850-385-1404

BOUNDARY SURVEY
CHERRY LAUREL CONDOMINIUMS BUILDING #16

CLIENT: **BARRY & BARBARA BUMGARNER**

SCALE: 1" = 40'	PROJECT NO.: 4796.001	SHEET 1 OF 2
DATE: 3/17/2005	FIELDBOOK: B23	
DRAWN BY: DAV		
CAD NO.: 4796.001.dwg		
REVISED:		

Land Projects 2004\4796-001 CUMBERLAND APTS\dwg\4796-001B5.dwg, BLDG-BNDY, 4/29/2005 2:50:08 PM, tony



Allen Nobles & Associates, Inc.

PROFESSIONAL SURVEYING AND ENGINEERING

2844 Pablo Avenue
Tallahassee, Florida 32308
Phone: (850)-385-1179
Fax: (850)-385-1404

ANA Project No.: 4796.001
April 18, 2005
Sheet 2 of 2

Cherry Laurel Condominiums Apartment Building, 0.17 Acres

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 27, Township 1 North, Range 1 West, Leon County, Florida; thence run South 00 degrees 24 minutes 58 seconds East a distance of 875.73 feet, thence run South 89 degrees 47 minutes 10 seconds West a distance of 500.65 feet, thence run South 01 degrees 20 minutes 01 seconds East a distance of 440.77 feet, thence run North 89 degrees 52 minutes 20 seconds East a distance of 34.49 feet, thence run South 01 degrees 19 minutes 52 seconds East a distance of 371.96 feet, thence run North 89 degrees 30 minutes 39 seconds East a distance of 32.93 feet to a point on the Easterly right of way of Buena Vista Drive, thence run along said right of way South 00 degrees 30 minutes 28 seconds East a distance of 262.39 feet, thence leaving said right of way run North 89 degrees 23 minutes 21 seconds East a distance of 34.81 feet to the Northwest corner of a two story apartment building for the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 89 degrees 23 minutes 44 seconds East a distance of 44.36 feet to the Northeast corner of said apartment building, thence run South 00 degrees 28 minutes 55 seconds East a distance of 168.79 feet to the Southeast corner of said apartment building, thence run South 89 degrees 36 minutes 42 seconds West a distance of 44.27 feet to the Southwest corner of said apartment building, thence run North 00 degrees 30 minutes 53 seconds West a distance of 168.63 feet to the POINT OF BEGINNING, containing 7,476 square feet or 0.17 acres, more or less.



Declaration

EXHIBIT D



CHERRY LAUREL CONDOMINIUMS
RULES AND REGULATIONS

A. GENERAL RULES

1. Passenger automobiles, sport/utility vehicles, mini-trucks, vans, and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. Garage parking spaces are assigned, and no unit owner or occupants may park more than two vehicles in the garage unless additional spaces have been assigned to the unit. Commercial vehicles, trucks, campers, motor homes, trailers, boats, and boat trailers are prohibited. Bicycles and mopeds will be parked only in the bike storage areas or otherwise as may be designated by the board of directors ("Directors"). Vehicle maintenance, except car washing in the designated area, is not permitted on the condominium property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on condominium property. The developer is exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance, or marketing of units, as are commercial vehicles used by vendors of the association while engaged in work at the condominium.

2. No exterior radio, television, or data reception antennas or any exterior wiring for any purpose may be installed without the written consent of the directors.

3. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to, or exhibit anything from any part of the condominium or association property that is visible from the exterior of the building or from the common elements without the prior written consent of the directors.

4. All common elements inside and outside the buildings will be used for their designated purposes only, and nothing belonging to unit owners, or their family, tenants, or guests, will be kept therein or thereon without the approval of the directors. Such areas will at all times be kept free of obstruction. Owners are financially responsible to the association for damage to the common elements caused by themselves or their tenants, guests, and family members.

5. One dog or two cats, and no more than two birds, tropical fish, and other customary nonexotic (snakes are prohibited), quiet, and inoffensive household pets not being kept or raised for commercial purposes will be permitted with the following conditions:

a. Anywhere on the common elements, pets will be under handheld leash or carried at all times.

b. Messes made by pets must be removed by owners or handlers immediately. The directors will designate the portions of the property that will be used to accommodate the reasonable requirements of unit owners who keep pets.



c. Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the condominium. In the event that a pet has, in the opinion of the board of directors, become a nuisance or an unreasonable disturbance, written notice will be given to the owner or other person responsible for the pet, and the pet must be removed from the condominium property within three days.

d. Guests and tenants are not permitted to have pets.

e. The board of directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.

6. Disposal of garbage and trash will be only by use of receptacles approved by the association or by use of the garbage disposal units. Specifically, trash.

7. All nonowner persons occupying units will be registered with the manager or other designate of the association at or before the time of their occupancy of the unit. This includes renters and houseguests.

Units may not be rented for periods of less than 30 consecutive days nor more than three times a year. A copy of these rules and regulations must be given to the tenants and guests by the unit owner or the unit owner's agent. No unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a unit overnight than the number of bedrooms times two, plus two.

This regulation may not be amended in a way that would be detrimental to the sales of units by the developer as long as the developer holds units for sale in the ordinary course of business.

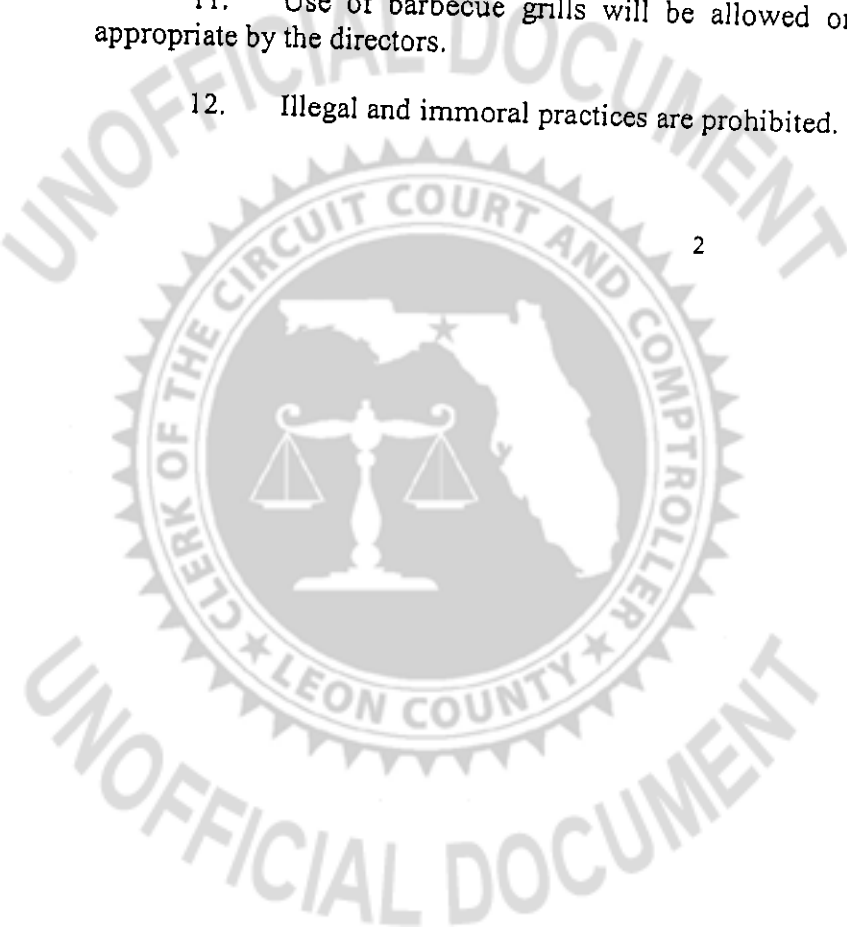
8. The association shall retain a passkey to the units, and the unit owners shall provide the association with a new or extra key whenever locks are changed or added for the use of the association pursuant to its statutory right to access the units.

9. Children will be under the direct control of a responsible adult whenever on the common elements, and also will not be permitted to be disruptive or act boisterously on the condominium property.

10. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing, and playing of musical instruments, etc., will be regulated to sound levels that will not disturb others. No vocal or instrumental practice is permitted after 10:00 p.m. or before 9:00 a.m.

11. Use of barbecue grills will be allowed only in areas designated as safe and appropriate by the directors.

12. Illegal and immoral practices are prohibited.



13. Lawns, shrubbery, or other exterior plantings will not be altered, moved, or added to without permission of the association.

14. No nuisance of any type or kind will be maintained on the condominium property.

15. Nothing will be done or kept in any unit or in the common elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the directors. No owner will permit anything to be done or kept in the owner's unit or in the common elements that will result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.

16. Moving of furniture and other property into and out of units must take place between the hours of 8:00 a.m. and 5:00 p.m. only. Moving vans and trucks used for this purpose will remain on condominium property only when actually in use.

17. Repair, construction, decorating, or remodeling work will be done on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only, and the rules for decorators and subcontractors must be complied with.

18. These rules and regulations will apply equally to owners, and their families, guests, domestic help, and lessees.

19. The board of directors of the association may impose a \$100 fine for each violation of these rules and regulations or any violation of the condominium documents.

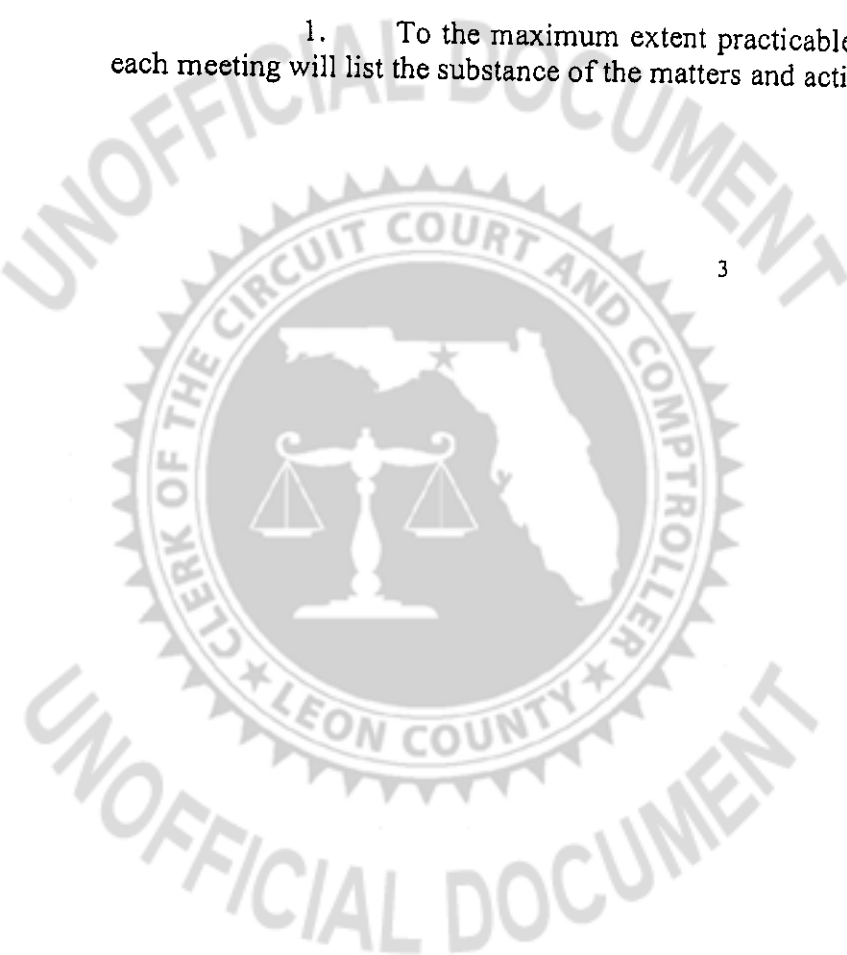
20. The condominium and management staff are not permitted to do private work for unit owners, their families, tenants, or guests while on duty. If both parties are agreeable, staff may assist such persons privately when off duty.

21. These rules and regulations do not purport to constitute all of the restrictions affecting the condominium and common property. Reference should be made to the condominium and association documents.

B. RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, BUDGET COMMITTEE MEETINGS, AND MEETINGS OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; LOCATION FOR POSTING NOTICES OF MEETINGS

I. RIGHT TO SPEAK:

1. To the maximum extent practicable, the posted board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the board.



2. Robert's Rules of Order (latest edition) will govern the conduct of the association meeting when not in conflict with the declaration of condominium, the articles of incorporation, or the bylaws.

3. After each motion is made and seconded by the board members, the meeting chairperson will permit unit owner participation regarding the motion on the floor. Such time may be limited depending on the complexity and effect on the association.

4. Unit owner participation will not be permitted after reports of officers or committees unless a motion is made to act on the report or the chairperson determines that it is appropriate or is in the best interest of the association.

5. A unit owner wishing to speak must first raise his or her hand and wait to be recognized by the chairperson.

6. While a unit owner is speaking, he or she must address only the chairperson; no one else is permitted to speak at the same time.

7. A unit owner may speak only once for not more than three minutes and only on the subject or motion on the floor.

8. The chairperson, by asking if there is any objection and hearing none, may permit a unit owner to speak for longer than three minutes or to speak more than once on the same subject. The objection, if any, may be that of a board member only, and if there is an objection, the question will be decided by board vote.

9. The chairperson will have the sole authority and responsibility to see to it that all unit owner participation is relevant to the subject or motion on the floor.

II. RIGHT TO VIDEO OR AUDIOTAPE:

1. Audio and video equipment and devices that unit owners are authorized to use at any such meeting must not produce distracting sound or light emissions.

2. Audio and video equipment will be assembled and placed in a location that is acceptable to the board or the committee before the beginning of the meeting.

3. Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours' advance written notice will be given to the board by any unit owner desiring to use any audio/video equipment to record a meeting.

III. LIMITATION ON THE ASSOCIATION'S OBLIGATION TO RESPOND TO WRITTEN INQUIRIES: THE ASSOCIATION SHALL NOT BE OBLIGATED TO RESPOND TO MORE THAN ONE WRITTEN INQUIRY FROM A UNIT OWNER FILED BY



CERTIFIED MAIL IN ANY GIVEN 30-DAY PERIOD. ANY ADDITIONAL INQUIRY OR INQUIRIES SHALL BE RESPONDED TO IN THE SUBSEQUENT 30-DAY PERIOD OR PERIODS.

IV. ALL NOTICES OF MEMBERSHIP, DIRECTORS, AND COMMITTEE MEETINGS AT WHICH UNIT OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED IN A CONSPICUOUS LOCATION DESIGNATED BY THE DIRECTORS.



Declaration

EXHIBIT E



**Allen Nobles
& Associates, Inc.**

PROFESSIONAL SURVEYING AND ENGINEERING

2844 Pablo Avenue
Tallahassee, Florida 32308
Phone: (850)-385-1179
Fax: (850)-385-1404

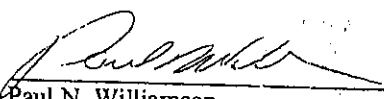
**SURVEYOR'S CERTIFICATION
CHERRY LAUREL, A CONDOMINIUM**

STATE OF FLORIDA

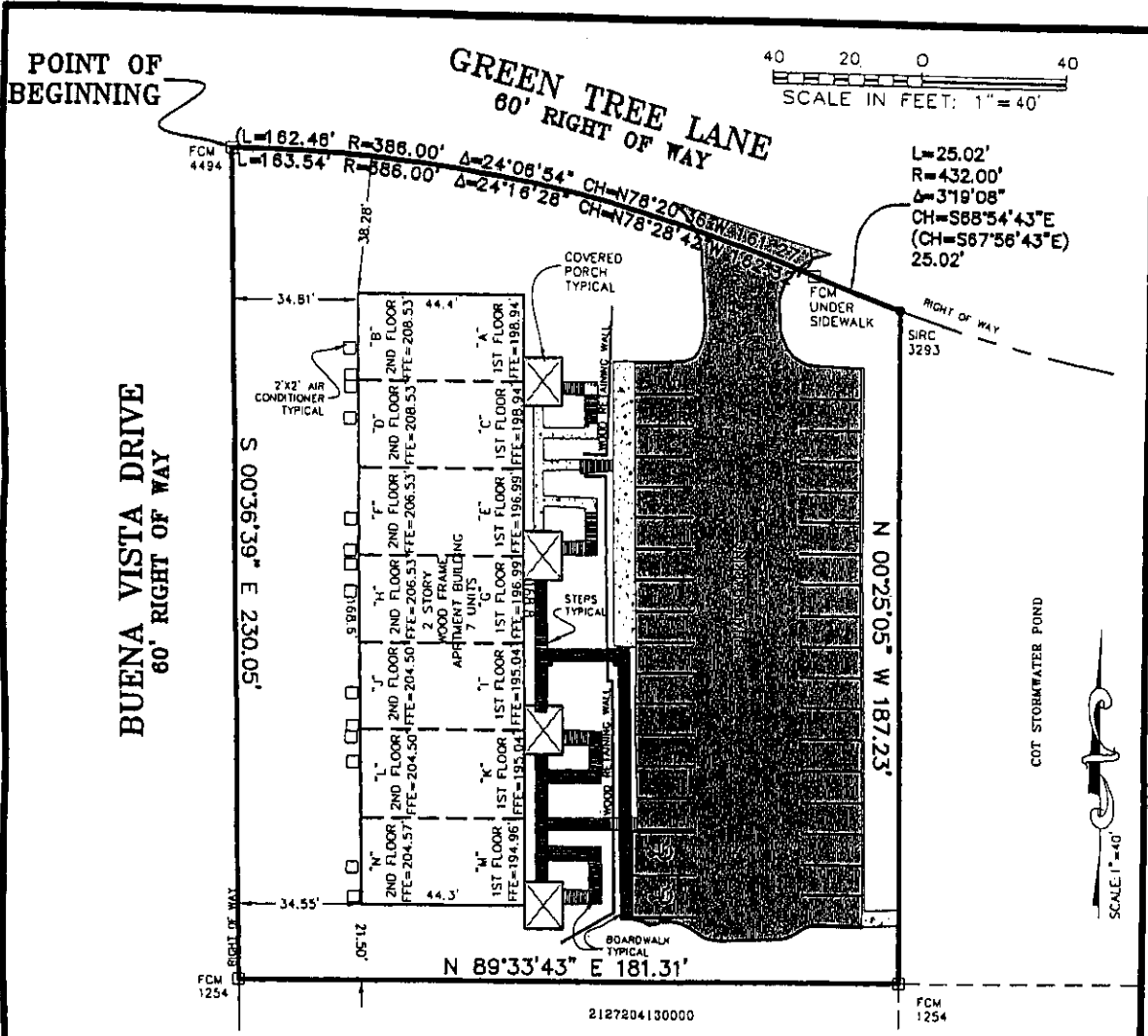
COUNTY OF LEON

The undersigned, being a registered land surveyor authorized to practice in the State of Florida, hereby certifies that the construction of the improvements within Cherry Laurel, a Condominium, is substantially completed so that the materials comprising the Exhibit "A", together with the provisions of the Declaration of 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 of each unit shown on Exhibit "A", can be determined from these materials.

CERTIFIED THIS 29TH DAY OF April 2005.

By: 
Paul N. Williamson
Professional Surveyor and Mapper
State of Florida Certificate No: 3208





LEGEND:
 FCM = FOUND CONCRETE MONUMENT
 FIR = FOUND IRON ROD & CAP
 OR = OFFICIAL RECORDS BOOK
 PG = PAGE
 SIR = SET IRON ROD & CAP 3293

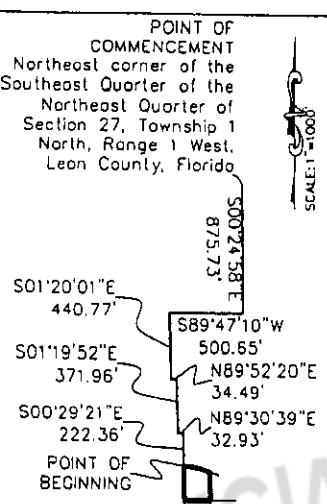
- NOTES:**
1. THIS PROPERTY LIES IN FLOOD ZONE "X", AS PER FLOOD INSURANCE MAP PANEL No. 120144 0283 D, DATED 11/19/97.
 2. UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS WERE NOT LOCATED
 3. BEARINGS ARE BASED ON OR 1119 PG 505 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
 4. COMMON ELEMENTS
 - ALL PARKING, LANDSCAPE AREAS, ROOF, ATTIC, AND ALL OTHER AREAS BOTH INSIDE AND OUTSIDE THE BUILDING STRUCTURE NOT DESIGNATED AS FALLING WITHIN THE UNIT BOUNDARIES DESCRIBED BELOW OR DESIGNATED AS LIMITED COMMON ELEMENTS DESCRIBED BELOW.
 - ALL PRIVATE STAIRS LEADING TO SECOND FLOOR UNITS, ALL PORCHES, PORCH ROOFS, RAILINGS OF PORCHES, ALL ELECTRICAL LIGHTING FOR PORCHES, AND ALL ITEMS SET FORTH IN SECTION 6 OF THE DECLARATION OF CONDOMINIUM OF CHERRY LAUREL A CONDOMINIUM THAT ARE EXTERIOR TO A UNIT AND ARE REQUIRED TO BE MAINTAINED BY A UNIT OWNER.
 5. LIMITED COMMON ELEMENTS
 - UPPER BOUNDARIES-THE PLANES OF THE UNDERSIDE OF THE FINISHED AND UNDECORATED CEILINGS OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.
 - LOWER BOUNDARIES-THE PLANES OF THE UPPER SIDE OF THE FINISHED AND UNDECORATED SURFACE OF THE FLOORS OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.
 - THE PERIMETER BOUNDARIES WILL BE BOTH THE FINISHED AND UNDECORATED SURFACES OF THE PERIMETER WALLS OF THE UNIT AS SHOWN ON THE CONDOMINIUM PLOT PLAN, AND THE PLANES OF THE INTERIOR SURFACES OF THE UNIT'S WINDOWS, DOORS, AND OTHER OPENINGS THAT ABUT THE EXTERIOR OF THE BUILDING OR COMMON ELEMENTS, INCLUDING LIMITED COMMON ELEMENTS.
 6. UNIT HORIZONTAL BOUNDARIES
 7. UNIT PERIMETER BOUNDARIES

SURVEYOR'S CERTIFICATE:

I hereby certify that this survey meets the Minimum Technical Standards as set forth by the Florida Board of Surveyors and Mappers in Chapter 61G-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Paul N. Williamson
 Paul N. Williamson
 Professional Surveyor and Mapper
 Certificate Number 3208

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



Allen Nobles & Associates, Inc.
 TALLAHASSEE • CHIPLEY • NICEVILLE • PENSACOLA • VALDOSTA
 PROFESSIONAL LAND SURVEYING, MAPPING, AND CIVIL ENGINEERING Lb#3293 EB#7990
 2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
 PH: 850-385-1179 FAX: 850-385-1404

BOUNDARY SURVEY
 CHERRY LAUREL CONDOMINIUMS BUILDING #16
 CLIENT: BARRY & BARBARA BUMGARNER

SCALE: 1"=40'	PROJECT NO.:	SHEET 1 OF 2
DATE:	4796.001	
DRAWN BY:	FIELDBOOK: 823	
CAD NO.:	4796.001.dwg	
REVISED:		

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**Allen Nobles
& Associates, Inc.**

PROFESSIONAL SURVEYING AND ENGINEERING

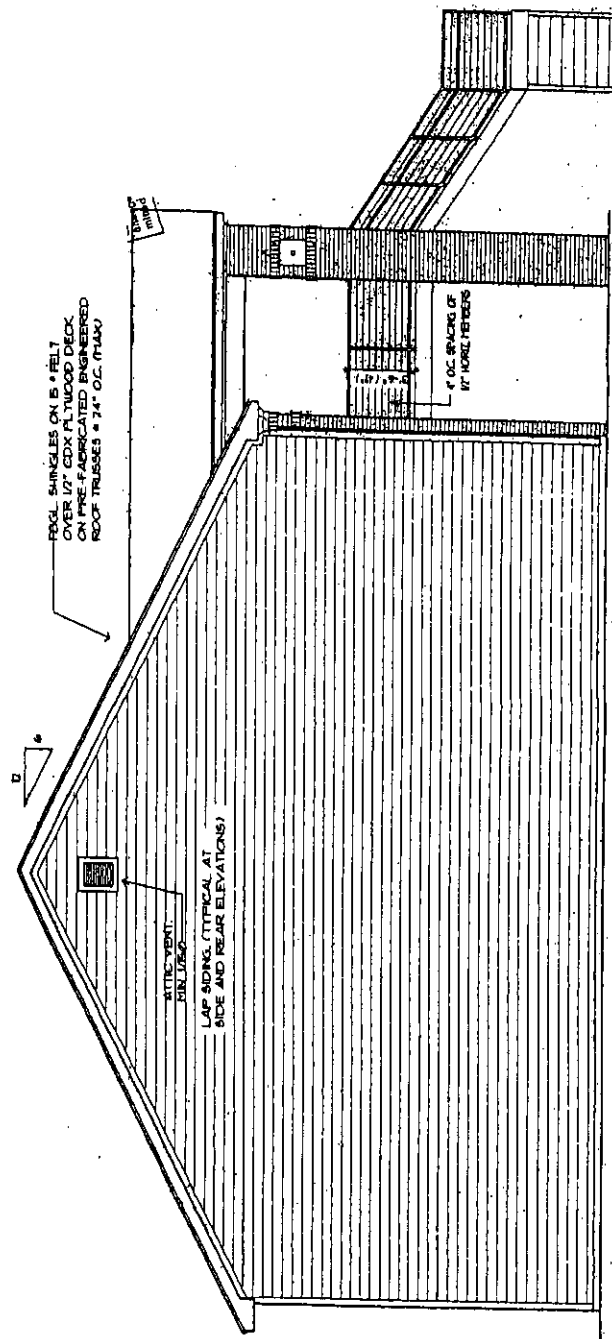
2844 Pablo Avenue
Tallahassee, Florida 32308
Phone: (850)-385-1179
Fax: (850)-385-1404

ANA Project No.: 4796.001
April 18, 2005
Sheet 2 of 2

**Cherry Laurel Condominiums
0.90 Acres**

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 27, Township 1 North, Range 1 West, Leon County, Florida; thence run South 00 degrees 24 minutes 58 seconds East a distance of 875.73 feet, thence run South 89 degrees 47 minutes 10 seconds West a distance of 500.65 feet, thence run South 01 degrees 20 minutes 01 seconds East a distance of 440.77 feet, thence run North 89 degrees 52 minutes 20 seconds East a distance of 34.49 feet, thence run South 01 degrees 19 minutes 52 seconds East a distance of 371.96 feet, thence run North 89 degrees 30 minutes 39 seconds East a distance of 32.93 feet to a point on the Easterly right of way of Buena Vista Drive, thence run along said right of way South 00 degrees 29 minutes 21 seconds East a distance of 222.36 feet to the intersection of the Easterly right of way of Buena Vista Drive and the Southerly right of way of Green Tree Lane for the POINT OF BEGINNING. From said POINT OF BEGINNING; said point also being the beginning of a curve concave South having a radius of 386.00 feet, thence run easterly along said arc and Southerly right of way of Green Tree Lane through a central angle of 24 degrees 16 minutes 28 seconds for an arc length of 163.54 feet to the point of curve of a curve concave Northeasterly, (the chord of 162.32 feet bears South 78 degrees 28 minutes 42 seconds East), thence run along said curve having a radius of 432.00 feet through a central angle of 03 degrees 19 minutes 08 seconds for an arc length of 25.02, (the chord of 25.02 feet bears South 68 degrees 54 minutes 43 seconds East), thence leaving said right of way run South 00 degrees 25 minutes 05 seconds East a distance of 187.23 feet, thence run South 89 degrees 33 minutes 43 seconds West a distance of 181.31 feet to a point on the Easterly right of way of Buena Vista Drive, thence run along said right of way North 00 degrees 36 minutes 39 seconds West a distance of 230.05 feet to the POINT OF BEGINNING, containing 0.90 acres, more or less.





Additional Site
Members: 12, 1496
Attachment 4

LEFT SIDE ELEVATION
SCALE 1/4" = 1'-0"
NOTE: RIGHT SIDE ELEVATION IS MIRROR IMAGE OF LEFT SIDE

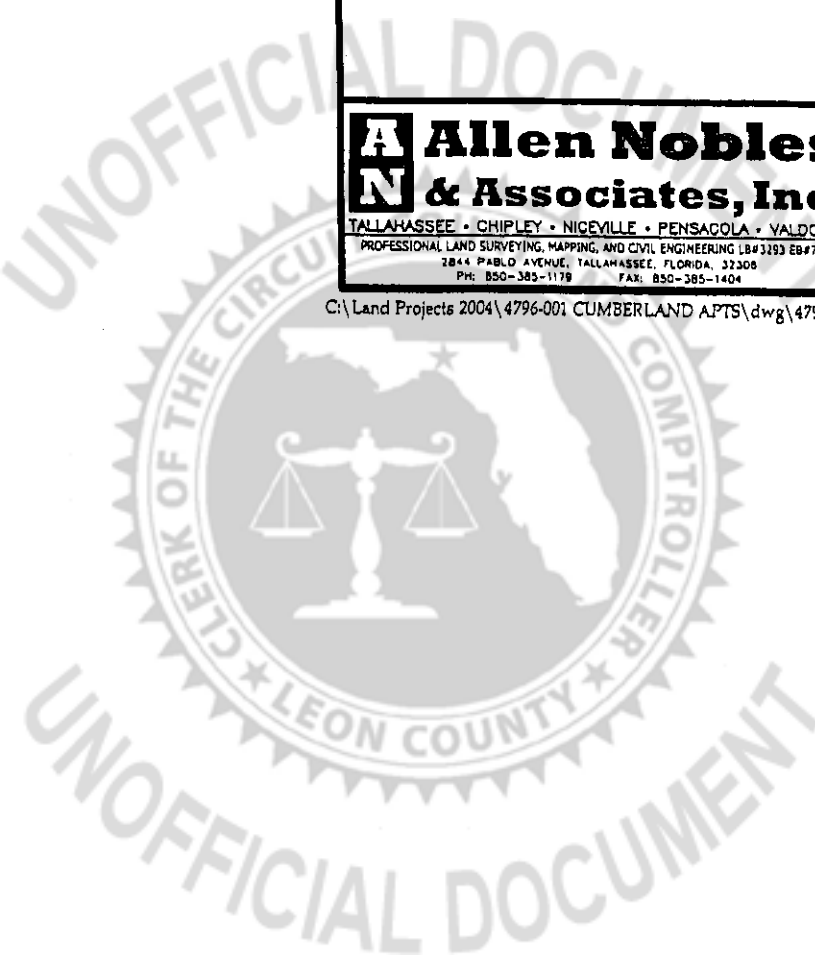
NOT TO SCALE

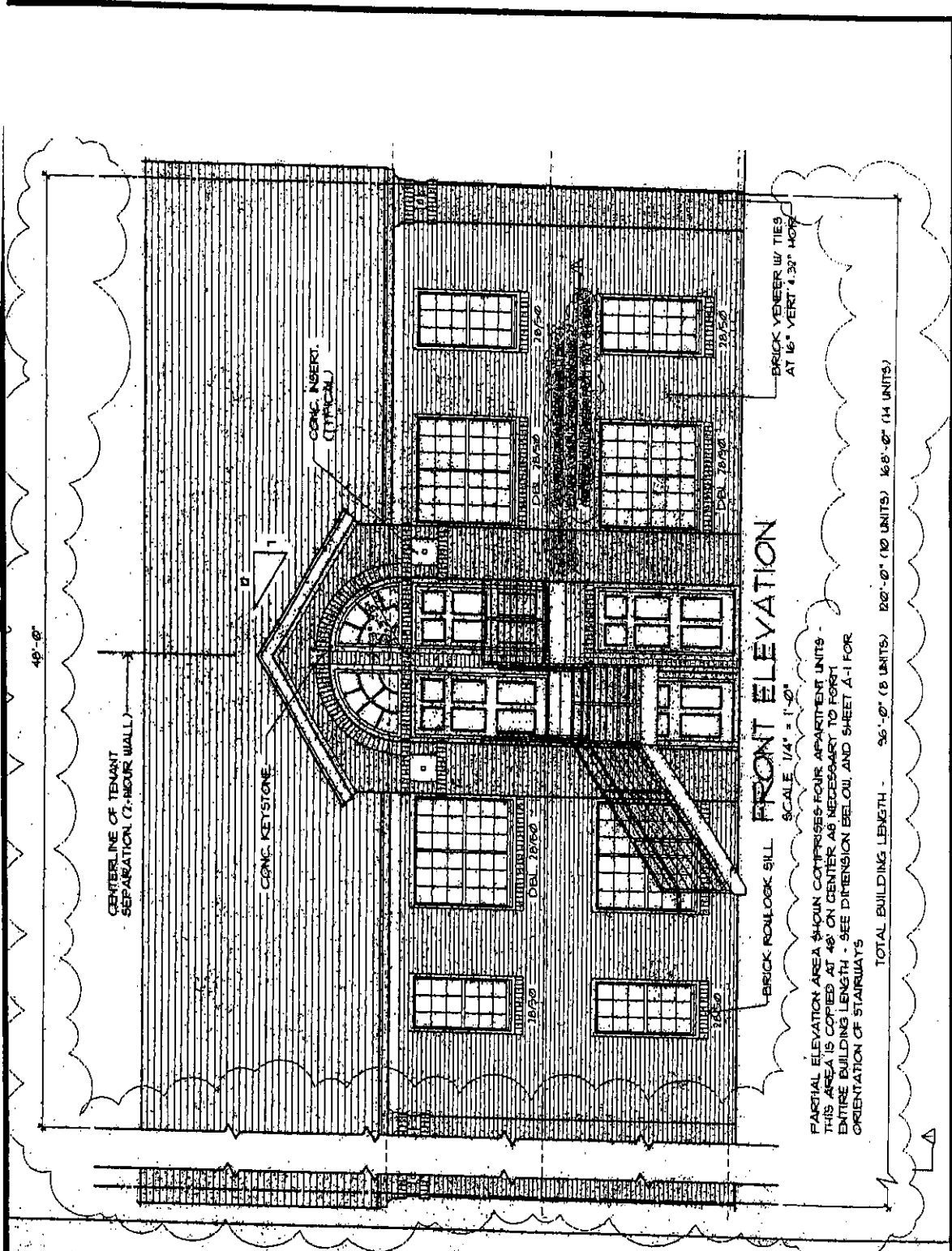
Allen Nobles & Associates, Inc.
 TALLAHASSEE • CHIPLEY • NICEVILLE • PENSACOLA • VALDOSTA
 PROFESSIONAL LAND SURVEYING, MAPPING, AND CIVIL ENGINEERING LB#3193 EB#7990
 2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
 PH: 850-385-1178 FAX: 850-385-1404

LEFT SIDE ELEVATION VIEW
 CHERRY LAUREL
 CONDOMINIUMS
 CLIENT: BARRY & BARBARA
 BUMGARNER

SCALE: NTS	PROJECT NO: 4796.001	SHEET
DATE: 3/17/2005	FIELDBOOK:	1
DRAWN BY: DAV		OF
CAD NO: 4796.001.dwg		1
REVISED:		

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FRONT ELEVATION
 SCALE 1/4" = 1'-0"
 PARTIAL ELEVATION AREA SHOWN COMPRISES FOUR APARTMENT UNITS - THIS AREA IS COPIED AT 49' ON CENTER AS NECESSARY TO FIRST ENTIRE BUILDING LENGTH - SEE DIMENSION BELOW, AND SHEET A-1 FOR ORIENTATION OF STAIRWAYS
 TOTAL BUILDING LENGTH - 96'-0" (8 UNITS) 82'-0" (10 UNITS) 168'-0" (14 UNITS)
 BRICK ROOLOCK SILL
 BRICK VENEER W/ TIES AT 16" VERT. 4.32" HORIZ.

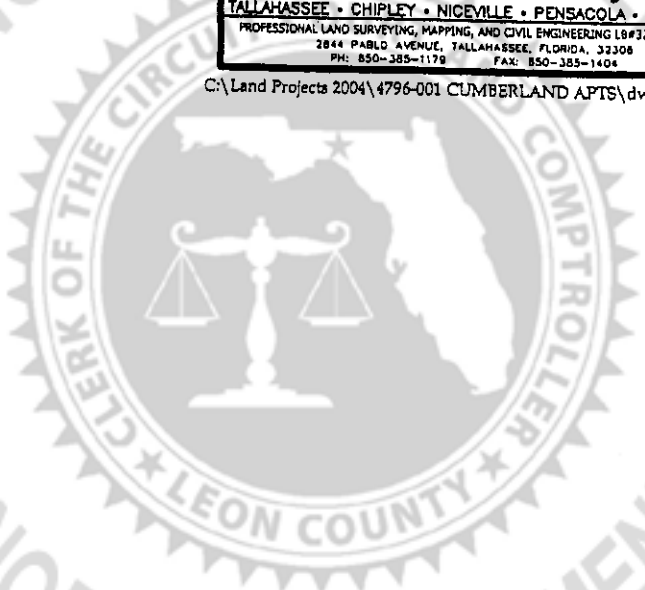
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 PH: 850-385-1178 FAX: 850-385-1404

FRONT ELEVATION VIEW
 CHERRY LAUREL CONDOMINIUMS
 CLIENT: BARRY & BARBARA BUMGARNER

SCALE: NTS	PROJECT NO.1 4796.001	SHEET 1 of 1
DATE: 3/17/2005	FIELDBOOK:	
DRAWN BY: DAV		
CAD NO.: 4796.001.dwg		
REVISED:		

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UNOFFICIAL DOCUMENT

Declaration

EXHIBIT F



Percentages of Ownership of the Common Elements

Each Unit Owner has a 1/14 ownership interest in all common elements.

