

DECLARATION OF CONDOMINIUM OWNERSHIP  
OF  
LAKERIDGE CONDOMINIUM

THIS IS A DECLARATION OF CONDOMINIUM made this the 26<sup>th</sup> day of July, 1973, by P.M.A., Inc, a Florida corporation, and PRB, Inc., a Florida corporation, Co-Venturers, doing business as LAKERIDGE CONDOMINIUM JOINT VENTURE, hereinafter referred to as "DEVELOPER," for itself and its successors, grantees and assigns, and their heirs, successors and assigns:

WHEREAS, DEVELOPER is the owner of certain real property in Polk County, Florida, more particularly described hereinafter,

WHEREAS, DEVELOPER will erect on the said real property a multiunit apartment building and related facilities, and

WHEREAS, DEVELOPER desires to submit said real property and said apartment building with related facilities to condominium ownership, all pursuant to the Florida Statutes, Chapter 711 (1972), known as the Condominium Act;

NOW, THEREFORE, the said DEVELOPER hereby makes the following declarations:

1. The following described property, hereinafter referred to as "condominium property" is hereby submitted to condominium ownership:

(See Exhibit A attached hereto, signed by the  
DEVELOPER and made a part hereof and which is  
designated at Tract One)

Together with all improvements erected or installed thereon including one building containing seventy-nine (79) condominium units and related facilities.

2. The condominium is to be identified by the name LAKERIDGE CONDOMINIUM.

3. DEFINITIONS: For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of LAKERIDGE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, which shall be the entity responsible for the operation of the condominium, the following words shall have the definitions as hereinafter stated, to-wit:

a. Condominium Unit - The Unit being an apartment space, designated "Condominium Unit" on the plat, a copy of which is recorded in Condominium Book 1, Pages 71-75, and is made a part hereof by reference, and referred to herein as Exhibit B.

b. Common elements - Portion of the condominium property not

included in the condominium unit.

c. Condominium parcel - The condominium unit, together with an undivided share in the common elements appurtenant thereto.

(d) Owner - That person or entity owning a condominium parcel.

(e) Member - An owner who is a member of the LAKERIDGE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit membership corporation, hereinafter referred to as the "ASSOCIATION."

(f) Voting member - That member designated by the Owner, or Owners, as recorded in the Public records of Polk county, Florida, or a vested present interest in a single condominium parcel, owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the ASSOCIATION, in writing, signed under oath, and who shall continue to cast the vote for all such owners of interests in a single condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcels, by a similar written sworn statement filed with the Secretary.

4. IDENTIFICATION: The condominium units and all other improvements constructed on the condominium property are set forth in the plat referred to as Exhibit B. Each condominium unit is described in said plat in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as the common elements appurtenant thereto.

5. CHANGES IN PLANS AND SPECIFICATIONS: The DEVELOPER is hereby authorized to make whatever changes it may deem necessary in the plans and specifications during the construction of improvements on said property.

6. DEVELOPER'S UNITS AND PRIVILEGES: The DEVELOPER is irrevocably empowered, notwithstanding anything herein to the contrary to sell, lease, or rent units to any person approved by it. Said DEVELOPER shall have the right to transact on the condominium property any business necessary to consummate sale of units including, but not limited to, the right to maintain models, have signs, employees in the office, use the common elements and to show units. A sales office, signs and all items pertaining to sales shall not be considered common elements and remain the property of the DEVELOPER. In the event there are unsold units, the DEVELOPER retains the right to be the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease as contained in this paragraph.

7. COMMON ELEMENTS: Common elements as hereinabove defined shall include within its meaning, in addition to the items listed in the Florida Condominium Act, the following items:

(a) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be

altered.

(b) An undivided share in the common surplus.

(c) Cross easements for ingress, egress, support maintenance, repair, replacement and utilities.

(d) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the building or by minor inaccuracies in building or re-building which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: The undivided shares, stated as percentages, in the common elements appurtenant to each of the condominium units are as follows:

(See Exhibit C attached hereto, signed by DEVELOPER)

9. COMMON EXPENSES AND COMMON SURPLUS: Common expenses shall be shared in accordance with the undivided shares stated as percentages in Paragraph 8. It is understood that this shall include the expenses in connection with any assessments, insurance and all other expenditures for which the ASSOCIATION shall be responsible. The common surplus shall be owned by unit owners in the shares provided in Paragraph 8.

10. GOVERNING BODY: The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation shall be LAKERIDGE CONDOMINIUM ASSOCIATION, INC., hereinafter called the "ASSOCIATION." The By-Laws of the ASSOCIATION are attached to and made a part hereof by reference marked Exhibit E.

11. THE ASSOCIATION: The DEVELOPER and all persons hereafter owning condominium parcels (owners) whose interest is evidenced by the recordation of a proper instrument in the Public Records of Polk County, Florida, shall automatically be members of the ASSOCIATION and such membership shall automatically terminate when such persons have divested themselves (or been divested) of such interest.

An Owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

There shall not be more than seventy-nine (79) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he or it owns.

All of the affairs, policy, regulations and property of the ASSOCIATION shall be controlled and governed by the Board of Directors of the ASSOCIATION consisting of not less than five (5) members and not more than seven (7) members.

12. AMENDMENT OF DECLARATION: This Declaration may be amended by affirmative vote of three-fourths of the condominium parcels at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of any institutional lender having a mortgage or other lien against any condominium parcel, or any other record owners of liens thereon.

13. TYPE OF OWNERSHIP: Ownership of each condominium parcel shall be by warranty deed from the DEVELOPER conveying fee simple title to each condominium unit. There shall be included in each parcel, the undivided share in the common elements herein specified.

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel owner by the ASSOCIATION as provided in Paragraphs 8 and 9 above.

Every assessment, regular or special, made hereunder, and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel and all interest therein owned by the members against whom the assessment is made, and such lien shall arise in favor of the ASSOCIATION and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of any validly created and recorded mortgage.

Where the mortgagee of a mortgage of record, or the purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of foreclosure of the mortgage, or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the shares of common expenses or assessments by the ASSOCIATION pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to the acquisition of title by said mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including such acquiror, his successors and assigns.

15. MAINTENANCE: The responsibility for the maintenance of the condominium unit and parcel as it may apply hereafter shall be as follows:

(a) BY THE ASSOCIATION: The ASSOCIATION shall maintain, repair and replace at the ASSOCIATION'S own expenses:

(1) All portions of the units, except interior wall surfaces, contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load bearing columns.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within the interior boundary walls, and all such facilities contained within an apartment unit which service part or parts of the condominium other than the unit which it is contained.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the ASSOCIATION.

(b) BY THE CONDOMINIUM PARCEL OWNER: The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain in good condition, repair and replace, at his expense, all portions of the unit, except those portions to be maintained, repaired or replaced by the ASSOCIATION, which shall include but not be limited to the following:

(aa) Repair of water leaks within the unit.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

(3) To promptly report to the ASSOCIATION any defects or need for repairs, the responsibility for the remedy of which is that of the ASSOCIATION.

(4) No condominium parcel owner shall make any alterations in the portions of the building which are to be maintained by the ASSOCIATION, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the ASSOCIATION.

16. ENFORCEMENT OF MAINTENANCE: In the event the owner of a unit fails to maintain it as required above, the ASSOCIATION or any other unit owner shall have the right to proceed in a Court of equity to seek compliance with the forgoing provisions; or the ASSOCIATION shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the ASSOCIATION shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions; however, any lender or owner in the event the ASSOCIATION fails to comply with the terms and conditions of this Declaration or its Articles of Incorporation and By-Laws may apply to a Court of competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the ASSOCIATION.

17. INSURANCE: Subject to existing and future rules and regulations of the Insurance Commissioner of the State of Florida, the insurance, other than title insurance, which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

(a) All insurance policies upon the condominium property shall be purchased by the ASSOCIATION for the benefit of the ASSOCIATION and the condominium parcel owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. The above insurance provision specifically does not include coverage of or on personal property, personal liability and/or living expense of any condominium unit owner.

(b) COVERAGE:

(1) CASUALTY: All buildings and improvements upon the land and all personal property included in the condominium property, other than personal property owned by condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the building on said land, including, but not limited to, vandalism and malicious mischief.

(2) PUBLIC LIABILITY: The board of Directors of the ASSOCIATION shall have the right to contract for such public liability insurance as they may deem necessary at the expense of the ASSOCIATION.

(3) WORKMEN'S COMPENSATION: Workmen's Compensation to meet the requirements of law.

(c) Premiums upon insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION and charged to the general expense account.

(d) All insurance policies purchased by the ASSOCIATION shall be for the benefit of the ASSOCIATION and the condominium parcel owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the ASSOCIATION. Proceeds on account of damage to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

(e) In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium parcel owners owning such units and their mortgagees. If there be mortgagees on such units, as their interests may appear, and it shall be the duty of those condominium parcel owners to

effect the necessary repairs to the improvements within their respective units.

(f) In the event that loss occurs to improvements within the units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the ASSOCIATION and the holder of mortgages on the units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the ASSOCIATION and the ASSOCIATION will promptly contract the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all of the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the condominium parcel owners shall be subject to a special assessment and shall contribute to the ASSOCIATION the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in Paragraph 17(f)(1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgagees or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the ASSOCIATION as escrow agent) shall disburse the funds as follows:

(aa) In the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interests may appear in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available.

(bb) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose the improvements shall be completely repaired and restored. In this event, the ASSOCIATION shall negotiate and obtain a reputable contractor willing to do the work on a fixed price bases. The escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the ASSOCIATION and the contractor, which contract shall be subject to the prior written approval of the escrow agent.

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be for repairs to the common elements and the units. In the event the majority of the voting members vote in favor of the special assessment, the ASSOCIATION shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and 100% vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per Paragraphs 8 and 9 of this Declaration of Condominium, and the condominium project may be terminated as provided for in Paragraph 21 hereinafter.

(g) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and 100% vote to abandon the condominium project, same shall be abandoned subject to the provisions of Paragraph 21 hereinafter. As evidence of the members' resolution to abandon, the President and secretary of the ASSOCIATION shall effect and place in the Public Records of Polk County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

(h) Under all circumstances, the Board of Directors of the ASSOCIATION hereby has the authority to act as the agent for all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any mortgagees of the premises damaged.

18. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS: In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner other than DEVELOPER shall be subject to the following provisions:

(a) CONVEYANCES, SALES AND TRANSFERS: Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferer's spouse, the owner shall notify the board of Directors of the ASSOCIATION in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of directors of the ASSOCIATION, and within fifteen (15) days the board of directors of the ASSOCIATION shall either approve or disapprove a proposed sale, transfer or conveyance, in writing, and shall notify the owner of their decision. In the event the board of Directors of the ASSOCIATION fails to approve or disapprove a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.



In the event the Board of Directors of the ASSOCIATION disapproves the proposed sale, conveyance or transfer, and a member shall still desire to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the Secretary of the ASSOCIATION of his intention to sell, convey or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium units. If a dispute arises as to the definition of fair market value, it shall be resolved as provided for hereinafter. the ASSOCIATION shall promptly notify the members of the ASSOCIATION of the date, price and terms. Any member of the ASSOCIATION shall have the right first over the prospective purchasers to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the ASSOCIATION in writing, of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the ASSOCIATION ten percent (10%) of the purchase price as a good faith deposit which information and notice of deposit the ASSOCIATION shall promptly forward to the owner. In the event no members of the ASSOCIATION accept first right of purchase as aforesaid, then the ASSOCIATION must either approve the transaction or furnish a purchaser approved by the ASSOCIATION who will accept the transaction upon the terms and conditions contained in the notice, provided the ASSOCIATION at least ten (10) days before the date of the intended sale or transfer, notify the owner that a purchase has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the ASSOCIATION as a good faith deposit for the intended sale. In the event the member giving notice received acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the ASSOCIATION accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown by the contract for purchase of a condominium unit, which shall not exceed the fair market value, and immediately after such reimbursement, said purchaser or transferee shall convey all his right, title and interest to the member making the redemption.

An affidavit of the Secretary of the ASSOCIATION stating that the Board of Directors of the ASSOCIATION approved in all respects on a certain date, the sale or transfer of a condominium parcel to certain persons, shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the ASSOCIATION stating

that the Board of Directors of the ASSOCIATION were given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors of the ASSOCIATION disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute precedent to a subsequent sale or transfer of a condominium parcel have been complied with and that the sale or transfer of a particular condominium parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of the persons' title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and on the date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice to the Board of Directors of the ASSOCIATION as stated in the affidavit, the redemption rights herein afforded the members of the ASSOCIATION shall terminate.

In case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family as aforesaid or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforesaid, the Board of Directors of the ASSOCIATION shall, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officers of the ASSOCIATION are placed on actual notice of said devisee or decedent, express their refusal or acceptance of the individual or individuals so designated as owner or owners of the condominium parcel. If the board of Directors of the ASSOCIATION shall consent, in writing, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the ASSOCIATION. If, however, the Board of Directors of the ASSOCIATION shall refuse to consent, then the members of the ASSOCIATION shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase, for cash, the said condominium parcel at the then fair market value thereof.

In the event a dispute arises as to what should be considered the fair market value of a condominium parcel as provided for herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth herein in this Paragraph 18 shall be abated until a final decision has been made by a Court of competent jurisdiction. In the event the then members of the ASSOCIATION do not exercise the privilege of purchasing said condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel, or such person or persons or the legal representative of the Seller may sell the said condominium parcel, but the sale

shall be subject in all other respects to the provisions of this enabling Declaration, and the By-Laws of the ASSOCIATION.

(b) RENTAL OR LEASE: A condominium parcel shall not be leased or rented without the prior written approval of the ASSOCIATION, and the terms and conditions of said Lease are subject to the approval of the Board of Directors of the ASSOCIATION. The Board of directors shall have the right to require that a substantially uniform form of Lease be used.

In the event the board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration. Any such lease or rental shall terminate upon the conveyance of a member's membership and interest in a condominium parcel or upon the death of the Lessee.

(c) CORPORATE PURCHASER: If the purchaser or Lessee is a corporation, the approval may be conditioned upon the approval by the ASSOCIATION of all occupants of the condominium parcel.

(d) TRANSFER: MORTGAGEE-DEVELOPER: Notwithstanding anything to the contrary herein, the provisions of this Paragraph 18 shall not be applicable to transfer to mortgagees, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an owner, nor to the DEVELOPER until after the DEVELOPER has initially conveyed or disposed of all interests in the property, nor to any sale or lease by such mortgagee.

19. RESTRAINT UPON SEPARATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as afore-described, and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements and his ASSOCIATION membership.

20. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every condominium parcel owner shall:

(a) Not use or permit the use of his unit for any purposes other than as a single family residence and maintain his unit in a clean and sanitary manner.

(b) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct and rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

(c) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and the common elements, which may be adopted in writing from time to time by the Board of Directors of the ASSOCIATION and to see that all persons using owner's property, by, through or under him, do likewise.

(d) Allow the board of Directors or the agent and employees of the ASSOCIATION to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions reservations, covenants, conditions and easements and By-Laws of the ASSOCIATION.

(e) Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials, except as provided by uniform regulations promulgated by the ASSOCIATION, and there shall be no "for sale" signs in any form or size placed inside or outside the windows of the unit or attached to the curtains or venetian blinds or any other part of the condominium unit either inside or outside.

(f) Not allow any children under eighteen (18) years of age to reside on the premises except as permitted by the regulations established by the ASSOCIATION; provided that visitation rights of children eighteen (18) years of age or under shall be permitted from time to time under the regulations established and promulgated by the ASSOCIATION; no pets of any kind shall be kept or maintained on the premises except such dogs or cats as the unit owners may have at the time of their acquisition of title to the unit; such pets shall be kept on a leash at all times they are not in the unit owned by their owner and such pet shall not be permitted at any time in the recreation room or around the pool area. Unit owners shall not be permitted to replace the said pets owned by them at the time of the acquisition of title to the unit.

(g) Not make or cause any structural alteration to and in the building, specifically including, but not limited to affixing outside shutters to windows, except storm shutters, the design and make to be approved by the ASSOCIATION, and/or removal of any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building.

(h) Make no repairs to any plumbing or electrical wiring within a unit except by licensed plumbing or electricians authorized to do such work by the Board of Directors of the ASSOCIATION or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the ASSOCIATION or its agents shall pay for and be responsible for repairs and electrical wiring within the common elements.

(i) Parking shall be limited to passenger vehicles in the parking space allotted. A facility for the washing of vehicles is provided outside the South Gate of this building.

(j) Not allow or permit to display laundry or clothing on the porches of the condominium units or anywhere within the said units which would be visible from the outside of the units.

(k) Owners shall not be permitted to install satellite dishes on any exterior surface of the building.

21. TERMINATION: The condominium may be terminated in the following manner:

(a) AGREEMENT: The termination of the condominium may be effected by unanimous agreement of the condominium parcel owners and mortgagees holding mortgages on said units, which agreement shall be evidenced by an instrument or instruments executed in the manner provided for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public records of Polk County, Florida.

22. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Declaration.

23. INVALIDATION AND OPERATION: Invalidation of any portion of this Declaration or of any provisions contained in a conveyance of a condominium parcel whether by judgment or Court order or law shall in no wise affect any of the other provisions which shall remain in full force and effect.

In the event any court should hereafter determine that any provision as originally drafted herein violated the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the ASSOCIATION.

24. INTERPRETATION: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit, Florida Statutes, Chapter 711 (1972).

#### 25. HOUSING FOR PERSONS 55 YEARS OF AGE OR OLDER

(a) Lakeridge Condominiums is hereby declared to be a community of "housing for persons 55 years of age or older", as that term is defined in federal and state fair housing laws. Therefore, in connection with any sales, leases or other transfers of ownership or occupancy after the effective date of this amendment, at least one person occupying each unit will be required to be 55 years of age or older, subject to the exceptions provided for in this amendment. Additionally, after the effective date of this amendment, all new permanent occupants of each unit shall be at least 18 years of age, subject to the exceptions provided for in this amendment. Persons under the age of 18 may be permitted to occupy a unit for a maximum of 90 days in any calendar year as a guest of an owner or tenant, and will not be considered to be a "permanent

occupant' under such circumstances.

(b) All persons legally residing in the units on the effective date of this amendment may continue to occupy such unit(s) for as long as they continuously reside here. As used herein, continuous residency can continue during the temporary absence of an owner or tenant, provided that when a current owner or tenant who does not meet the age restrictions set forth herein moves from the property, or when a new sale or lease (excluding renewals of existing leases) takes place, the occupants of the unit will be required at that time to fully comply with the age restrictions herein. No new minor children will be permitted to occupy the units after the effective date of the amendment.

(c) So long as the Association is secure, in its own discretion, that over 80 percent of the occupied units have one occupant 55 years of age or older, other exceptions to the age requirements may be allowed in connection with future occupancies, to the extent that these are permitted under the criteria established under the "housing for persons 55 years of age or older" classification, as interpreted by the Board of Directors from time to time. The highest priority of exceptions to the 55 and older requirement will be for heirs of owners, and the Association shall maintain at least a one-unit "cushion" above the 80 percent minimum level, so that an exception can be allowed for an heir who wished to occupy one of the units. Other than the exception noted above for existing occupants, the only exceptions for minor children in the future will be based upon extreme hardship, such as a displaced grandchild of an existing owner or occupant.

(d) All occupants of the units must furnish such information and verification as the Board of Directors determines is necessary or appropriate from time to time to ensure compliance with amendment and the fair housing laws. This includes, but is not limited to, the names of all occupants, including such verification of age which is required, in the opinion of the Board, and information regarding changes in occupancy.

#### MISCELLANEOUS COVENANTS

1. AUTOMOBILE PARKING SPACE: The right to use for automobile parking only; the parking space which may from time to time be attributed by the Board of Directors of the ASSOCIATION to a unit, which attribution shall not be recorded among the Public Records. Any portion of the condominium property may be designated for parking space by the Board of Directors, which shall include, if necessary, the condominium property within the common elements which have or are landscaped if the corporate sovereign having jurisdiction over said property required pursuant to the zoning ordinances additional parking area with reference to the number of units within the condominium complex, except the Board of Directors of the ASSOCIATION shall not have the authority to designate or relocate a covered parking space or area which has been designated for use to an owner by the DEVELOPER without first obtaining the written consent of the owner to whom said parking space has been assigned. The Board of Directors may from time to time, should they determine there be a need, change the parking space attributed to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more unit

owners may be under a physical disability which would require the attribution of a parking space more convenient to their unit and to give the ASSOCIATION the power and flexibility to deal with such situation.

2. APPROVAL AND/OR CONSENT OF THE DEVELOPER: Whenever the consent of the DEVELOPER of the DEVELOPER'S approval is required herein, it shall be understood it shall only be for a period of twenty-five (25) years from the date hereof.

3. INSURANCE:

(a) Loss less than "Very Substantial"

Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as herein defined), it shall be obligatory upon the ASSOCIATION and the unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Directors of the ASSOCIATION shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to the any individual units, and if such damage or loss to the common elements is less than \$3000.00, the insurance proceeds shall be endorsed over to the ASSOCIATION, and the ASSOCIATION shall promptly contract for the repair and restoration of the damage.

(3) If the damage or loss involves individual units encumbered by institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3000.00, the insurance proceeds shall be disbursed to the ASSOCIATION for the repair and restoration of the property upon the written direction and approval of the ASSOCIATION, and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the insurance company. The insurance company may rely upon the certificate of the ASSOCIATION and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required; as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics liens to the ASSOCIATION, and execute any affidavit required by law or by the ASSOCIATION, the aforesaid institutional first mortgagee.

(4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the ASSOCIATION shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owner's share in the common element for that portion of the deficiency as it is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owner's share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be held by the ASSOCIATION and added by said ASSOCIATION to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are insufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefore, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

(b) "Very Substantial" Damage

As used in this Declaration, or any other context dealing with this condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the condominium is rendered untenable or loss or damage whereby seventy-five percent (75%) or more of the TOTAL amount of insurance coverage placed as per paragraph 17(a) herein above becomes payable. Should such "very substantial" damage occur, then:

(1) The Board of Directors of the ASSOCIATION shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(2) The provisions of paragraph 17(a) hereinabove shall not be applicable to any institutional first mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction



of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.

(3) Thereupon a membership meeting shall be called by the Board of Directors of the ASSOCIATION, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:

(aa) If the net insurance proceeds available for restoration and repair, together with the insurance proceeds paid over to the institutional first mortgagee, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless 100% of the total votes of the members of the condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, pursuant to the Condominium Act, Florida Statutes, Section 711.17 (1972).

(bb) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if 100% of the total votes of the members of the Condominium vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the property removed from the provisions of the law pursuant to the Condominium Act, Florida Statutes, Section 711.16 (1972). In the event 100% of the total votes of the members of the condominium vote in favor of the special assessment, the ASSOCIATION shall immediately levy such assessment, and thereupon the ASSOCIATION shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of paragraph 4 (a) (3) (4) above. The special assessment fund shall be retained by the ASSOCIATION and added to the proceeds from insurance available for the repairs and restoration of the property. The proceeds shall be disbursed by the ASSOCIATION for the repairs and restoration of the above property as provided in Paragraph 4(a) (3) (4) above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

(4) In the event any dispute shall arise as to whether or not “very substantial” damage has occurred, it is agreed that such a finding made by the Board of Directors of the ASSOCIATION shall be binding upon all unit owners.