

DECLARATION OF CONDOMINIUM

of

CASTELNAU CONDOMINIUMS

JAMES ROBERT SMITH, herein referred to as "developer", for themselves, their successors, grantees, and assigns, do hereby, on this 24<sup>th</sup> of January, 2006, make, declare and publish its intention to submit, and does hereby submit, in fee simple the real property, together with all buildings, units, and improvements thereon, hereinafter described to condominium ownership and use in accordance with Chapter 718, Florida Statutes, known and cited as the "Condominium Act", as follows:

ARTICLE I

NAME & LEGAL DESCRIPTION

**§ 1.1. NAME.** The name of this condominium is to be Castelnau Condominiums, hereinafter referred to as the "condominium."

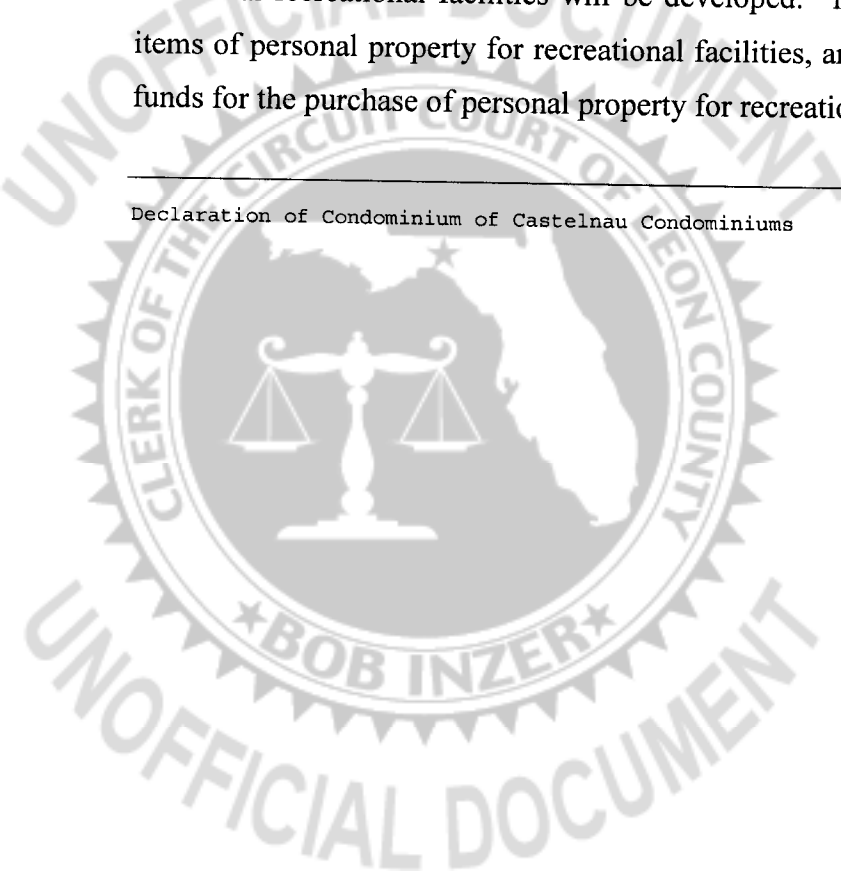
**§ 1.2. LEGAL DESCRIPTION.** The legal description of the land to be included, which is submitted hereby to condominium ownership, is as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**§ 1.3. NO ADDITIONAL PHASES.** The Developer does not reserve the right to add any additional phases.

**§ 1.4. TIMESHARE ESTATES.** Timeshare estates will not be created by the Developer.

**§ 1.5. RECREATIONAL FACILITEIS.** There are no recreational facilities. No additional recreational facilities will be developed. The Developer is not committed to furnish any items of personal property for recreational facilities, and the developer does not intend to expend any funds for the purchase of personal property for recreational facilities.

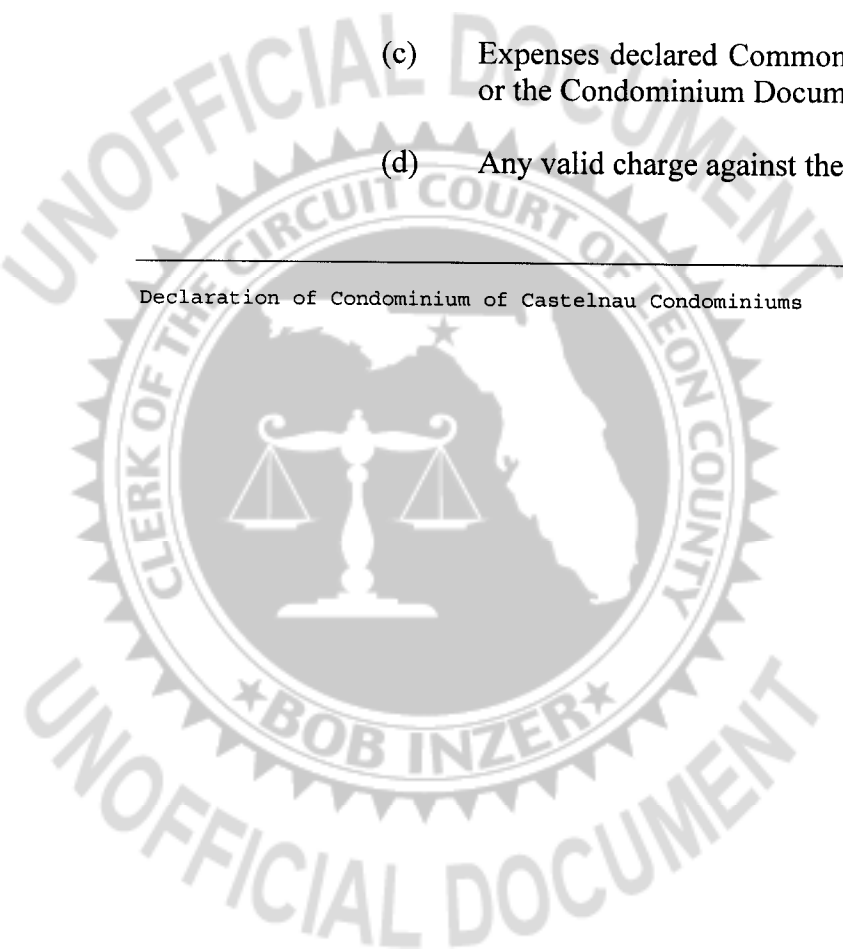


<p><b>ARTICLE II</b></p> <p><b>INCORPORATION OF CONDOMINIUM ACT AND DEFINITIONS</b></p>
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All terms and provisions of the Condominium Act, Chapter 718, which are not inconsistent with the terms of this declaration, are incorporated herein. If any terms and provisions of this declaration are inconsistent with the Condominium Act, such inconsistency shall not affect the validity of this declaration, rather, the applicable terms and provisions will be deemed to be replaced by those required by the Condominium Act.

Capitalization, or lack thereof, throughout this declaration, shall not change the meanings of the words defined below.

- § 2.1. **"Association"** means Castelnau Condominiums Association, Inc., a non-profit Florida corporation, or its assigns, which is and shall be responsible for the operation, administration and management of the condominium. Each unit owner is a member, and has voting rights, in the association, as specifically provided in the Bylaws that are attached hereto as Exhibit "C".
- § 2.2. **"Common Elements"** means the portions of the condominium property not included within any units, and further defined in Article VII hereof.
- § 2.3. **"Common Expenses"** shall include:
- (a) Expenses of administration and management of the Condominium Property and of the Association including, but not limited to, compensation paid by the Association to a manager, accountant, attorney or other employee or independent contractor.
  - (b) Expenses of maintenance, operation, repair and replacement of the Common Elements and Limited Common Elements, including, but not limited to, all stormwater drainage and retention areas, recreational facilities, driveways, sidewalks; as well as all other costs and expenses property incurred by the Association.
  - (c) Expenses declared Common Expenses by the provisions of this Declaration or the Condominium Documents or Chapter 718.
  - (d) Any valid charge against the Condominium Property as a whole.



- (e) All costs and expenses incurred by the Association in connection with regulatory compliance.
- (f) All reserves for replacement and maintenance of the Condominium Property as required by Chapter 718.
- (g) Casualty and/or liability insurance on the Condominium Property and fidelity bonds;
- (h) Utility Services for the Condominium Property not attributable to individual Units;
- (i) Taxes on Association Property; Common Expenses shall not include Ad Valorem Real Estate Taxes assessed against each Condominium Parcel but shall include any and all taxes assessed against Association Property.
- (e) Any other expenses incurred in the normal operation and maintenance of the Condominium which cannot be attributed to a particular Owner.

§ 2.4. **“Condominium”** shall mean and refer to Castelnau Condominiums.

§ 2.5. **“Condominium Act” or “Chapter 718”** shall mean the provisions of Chapter 718, Florida Statutes, as the same is constituted on the date of the recording of this Declaration.

§ 2.6. **“Declaration”** shall mean this Declaration of Condominium of Castelnau Condominiums, and all subsequent amendments.

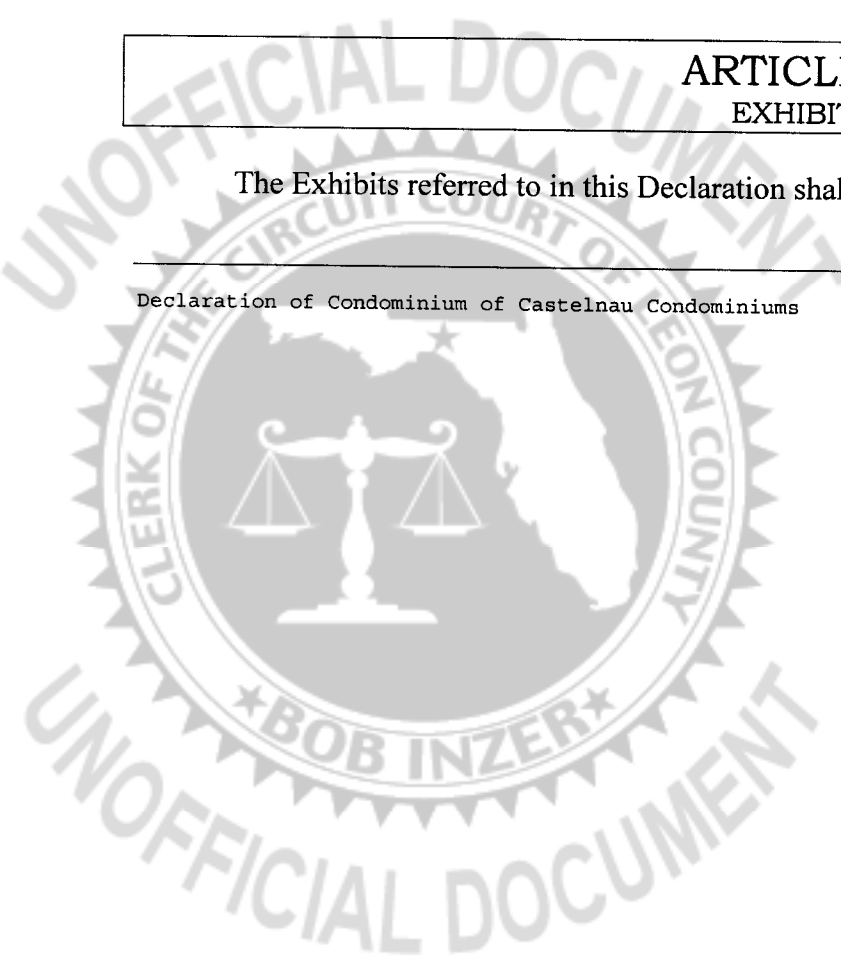
§ 2.7. **“Developer”** shall mean James Robert Smith, his successors and assigns. No party other than James Robert Smith, shall exercise the rights and privileges reserved herein to the Developer unless such party shall receive and record in the Public Records of Leon County, Florida, a written assignment from James Robert Smith, of all or a portion of such rights and privileges.

§ 2.8. **“Limited Common Elements”** means and includes those Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units.

§ 2.9. **“Utility Services”** shall include, but not be limited to, electric power, cable television, water, garbage and sewage disposal and telephone service, and all other public service and convenience facilities.

**ARTICLE III**  
**EXHIBITS**

The Exhibits referred to in this Declaration shall include the following:



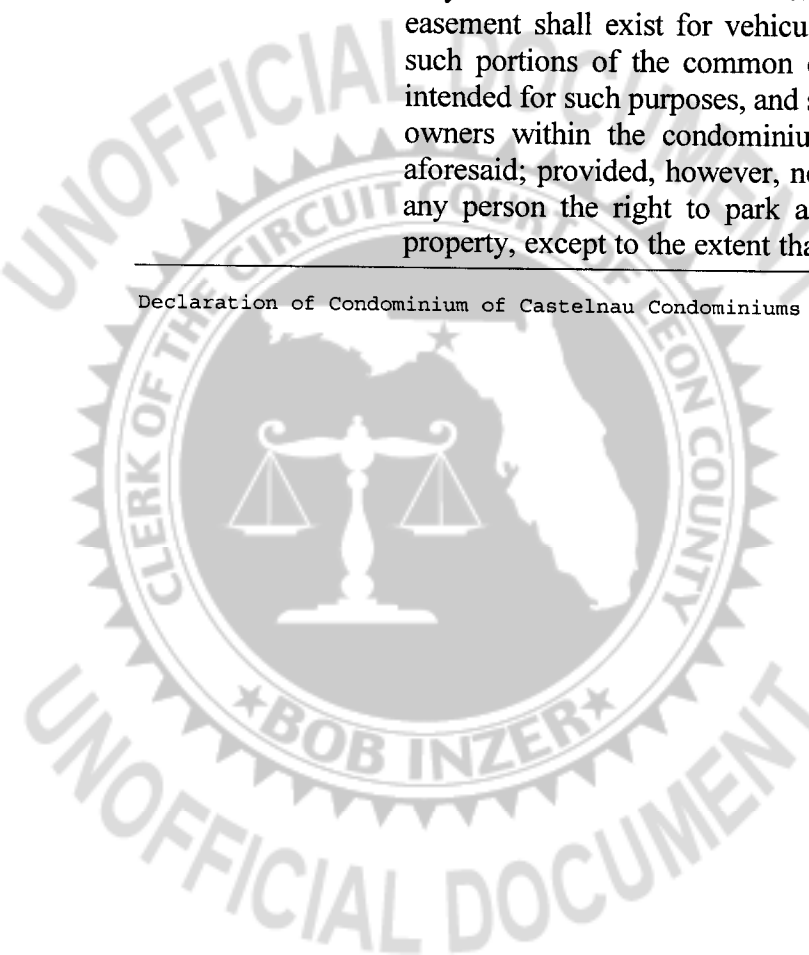
- § 3.1. **Exhibit "A"**. A legal description, survey of the land and a graphic description of the improvements in which units are located and a plot plan thereof that, together with this Declaration, are in sufficient detail to identify the Common Elements and each unit and their relative locations and approximate dimensions.
- § 3.2. **Exhibit "B"**. The Articles of Incorporation of the Association.
- § 3.3. **Exhibit "C"**. The Bylaws of the Association.
- § 3.4. **Exhibit "D"**. Percentage Interest in the Common Elements.
- § 3.5. **Exhibit "E"**. The Condominium Rules and Regulations.

**ARTICLE IV**  
**EASEMENTS**

The following easements are hereby expressly reserved or have been granted:

**§ 4.1. GENERAL EASEMENTS.** Nonexclusive easements over, across and under the condominium property are expressly provided for and reserved in favor of the developer and the owners and their respective lessees, guests and invitees as follows:

- (a) **Utilities.** Easements are reserved over, across and under the condominium property as may be required for utility service in order to serve the condominium adequately; including, but not limited to, easements for the purpose of allowing such access rights as are necessary to utilize and service any lift station or utility transformer boxes located within the condominium property. Specific utility easements that presently exist on the condominium property, if any, are set forth in Exhibit "A".
- (b) **Encroachments.** In the event that any unit shall encroach upon any of the common elements or upon any other unit, or in the event any common element shall encroach upon any unit, than an easement shall exist to permit such encroachment so long as the same shall exist.
- (c) **Traffic.** An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, lobbies, and other portions of the common elements as may be from time to time intended and designated for such purpose and use. An easement shall exist for vehicular and pedestrian traffic over, through, and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the owners within the condominium and those claiming by, through, or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the condominium property, except to the extent that space may be specifically designated and assigned

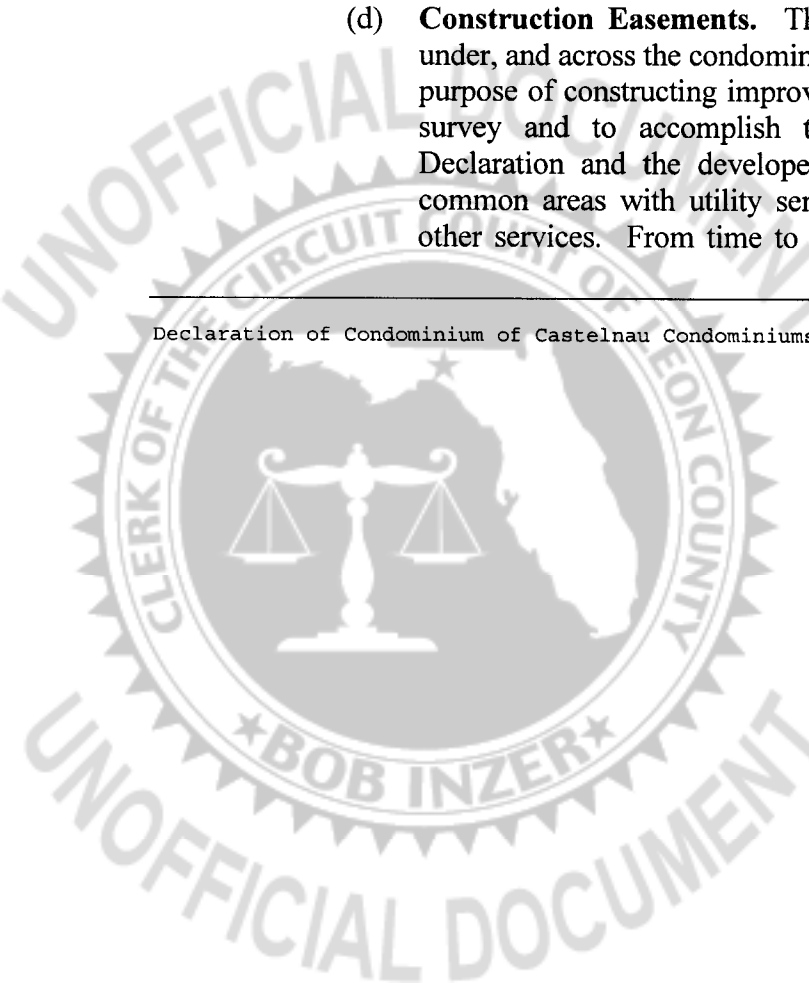


for parking purposes. Furthermore, easements shall exist for ingress and egress over such streets, walks, and other rights-of-way serving the units as shall be necessary to provide for reasonable access to the public rights-of-way. Specific ingress/egress easements that presently exist on the condominium property, if any, are set forth in Exhibit "A".

**§ 4.2. ASSOCIATION EASEMENTS.** Except as limited by Section 718.111(10), Florida Statutes, the association may grant easements from time to time over the common elements. The Association has the irrevocable right of access to each Unit and the Limited Common Elements appurtenant thereto whenever necessary for maintaining the Common Elements, for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit and for servicing and reading utility lines, valves, conduits and meters.

**§ 4.3. DEVELOPER EASEMENTS.** As long as the Developer holds units for sale in the ordinary course of business, the developer hereby reserves the following exclusive easements and rights to grant easements:

- (a) **Marketing, Sales, and Rental.** The developer reserves exclusive easement rights over and across the condominium property for the purposes of marketing, sales, and rental of units.
- (b) **Government Requirements.** The developer hereby reserves the right to grant such easements from time to time as may be required by any government agency. Such easements shall specifically include, but not be limited to, any environmental easements required by state or federal environmental agencies for so long as the developer holds any interest in any unit subject to this declaration. The developer's right to act according to this section shall end when the Developer no longer holds a unit for sale in the ordinary course of business.
- (c) **Developer Easements.** The developer reserves unto itself, for so long as it holds any interest in any unit (including leaseholds), specific easement rights over and across the condominium property as it may deem necessary for its use from time to time. The developer's right to act according to this section shall end when the Developer no longer holds a unit for sale in the ordinary course of business.
- (d) **Construction Easements.** The developer, hereby reserves easement rights over, under, and across the condominium property as is necessary from time to time for the purpose of constructing improvements according to the condominium plot plan and survey and to accomplish the development according to the Condominium Declaration and the developer's plans of construction, and to provide units or common areas with utility services, phone lines, cable, water, internet, sewer, or other services. From time to time during construction, third party utility or other



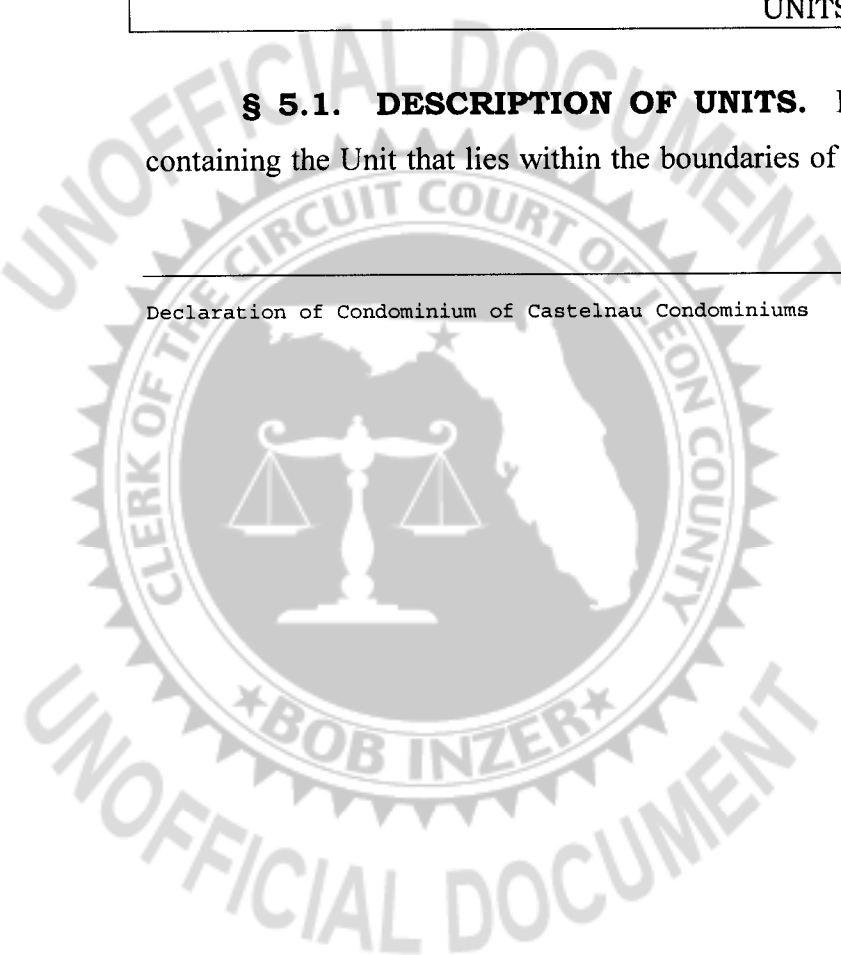
service providers may request specific easements necessary to provide the services to the units or common areas, and the developer reserves the right, without joinder from unit owners, to grant any easements necessary to accomplish the development plan. The developer's right to act according to this section shall end when the Developer no longer holds a unit for sale in the ordinary course of business.

**§ 4.4. EASEMENTS.** As long as the Developer holds units for sale in the ordinary course of business, the developer, for itself, its successors and assigns, hereby reserves a perpetual nonexclusive easement over, under, across, and through all of those portions of the condominium property, association property, and the common elements which are used as driveways, entry roads, parking areas, or for pedestrian or vehicular traffic, ingress and egress or loading, or otherwise generally intended for ingress and egress to and from a publicly dedicated right-of-way. The intent of this easement is to afford access, ingress and egress to the nearest publicly dedicated right-of-way and the non-exclusive right to share parking with the condominium property, regardless of whether such rights are ever otherwise declared for condominium use or made a part of the condominium in any other separate document recorded in the public records. Developer further reserves for itself, its successors and assigns, a perpetual nonexclusive easement over the condominium and common elements, necessary to provide utility services, including the right to drain storm water into any retention or detention ponds located upon the common elements, to utilize any storm water management facilities and structures, and to tap into and connect with any water, sanitary sewer, or other utility lines located within the condominium and common elements, including the right to tap into and connect with any sanitary sewer lift station located thereon.

**§ 4.5. OTHER EASEMENTS.** Other easements, if any, may have been granted over the condominium property as set forth in the survey contained in Exhibit "A" attached hereto. The Developer reserves the right to execute all necessary easement documents, without joinder of other unit owners, to create, procure, or otherwise effectuate the easements intended and/or necessitated by the development plan.

**ARTICLE V**  
**UNITS**

**§ 5.1. DESCRIPTION OF UNITS.** Each Unit shall include that part of a building containing the Unit that lies within the boundaries of the Unit, as particularly shown on the plot plan,



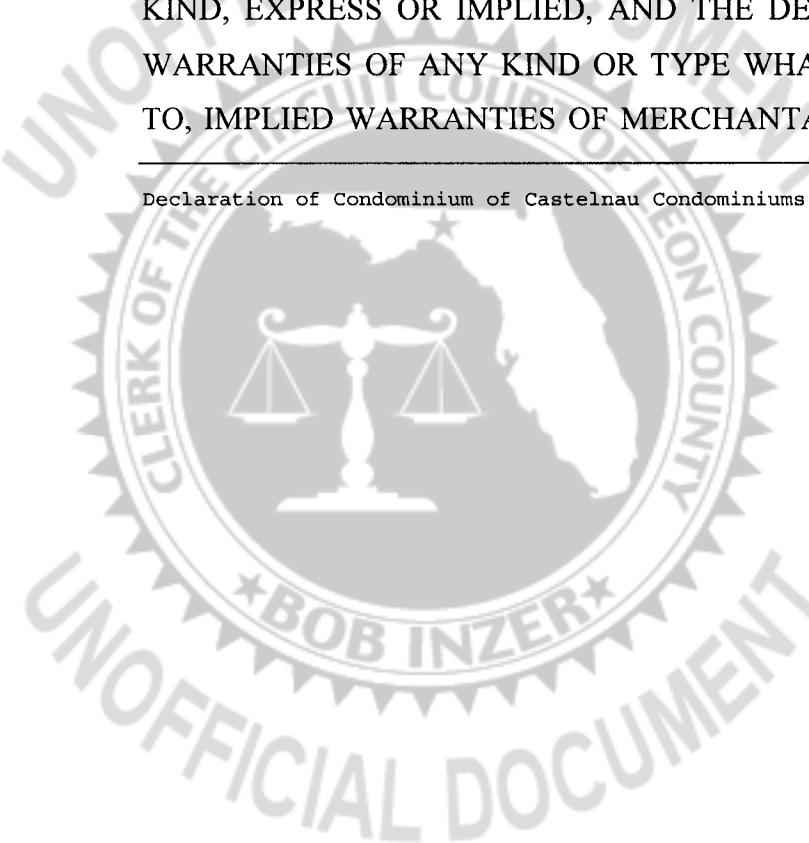
floor plans, and any other applicable exhibits defining the boundaries. The boundaries are otherwise generally defined as follows:

- (a) **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:
  - (1) **Upper Boundaries.** The plane of the lowest surface of the unfinished ceiling and the plane of the lowest surface of the unfinished entry ceiling.
  - (2) **Lower Boundaries.** The plane of the lowest surface of the top of the unfinished floor slab and the plane of the surface of the top of the unfinished entry floor slab.
  - (3) **Entry Elevations.** Entry floor slab elevations at innermost unfinished surface of the exterior wall thereof are equal to the Unit floor slab elevation.
- (b) **Perimeter Boundaries.** The perimeter boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:
  - (1) **Exterior Building Walls.** The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit and as to the entry which is a part of a Unit. Such boundaries shall be the intersecting vertical planes which include all of such structures of the innermost unfinished surface of the exterior concrete floor slab thereof.
  - (2) **Interior Building Walls.** The vertical planes of the innermost unfinished surface of the interior walls bounding such Unit extended to intersections with other perimeter boundaries.

**§ 5.2. LIMITED COMMON ELEMENTS.** Limited Common Elements shall be comprised of any balcony, patio, and/or porch/stoop appurtenant to any Unit.

<p><b>ARTICLE VI</b> <b>WARRANTY</b></p>
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EXCEPT FOR THOSE WARRANTIES SPECIFICALLY REQUIRED BY CHAPTER 718, FLORIDA STATUTES, THE DEVELOPER DOES NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THE DEVELOPER HEREBY DISCLAIMS ANY SUCH WARRANTIES OF ANY KIND OR TYPE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR



UNOFFICIAL DOCUMENT

PURPOSE, AND THE OWNERS AND THE ASSOCIATION ACKNOWLEDGE, ACCEPT, AND AGREE TO THE DEVELOPER'S DISCLAIMER AND ASSUME ALL RISK AND LIABILITY RESULTING FROM THE PURCHASE AND USE OF THIS PROPERTY.

**ARTICLE VII**  
**APPURTENANCES**

**§ 7.1. APPURTENANT INTERESTS.** Each Unit shall have as an appurtenance thereto an equal undivided share of the Common Elements and Common Surplus as more specifically described on Exhibit "D" attached hereto and by this reference incorporated herein.

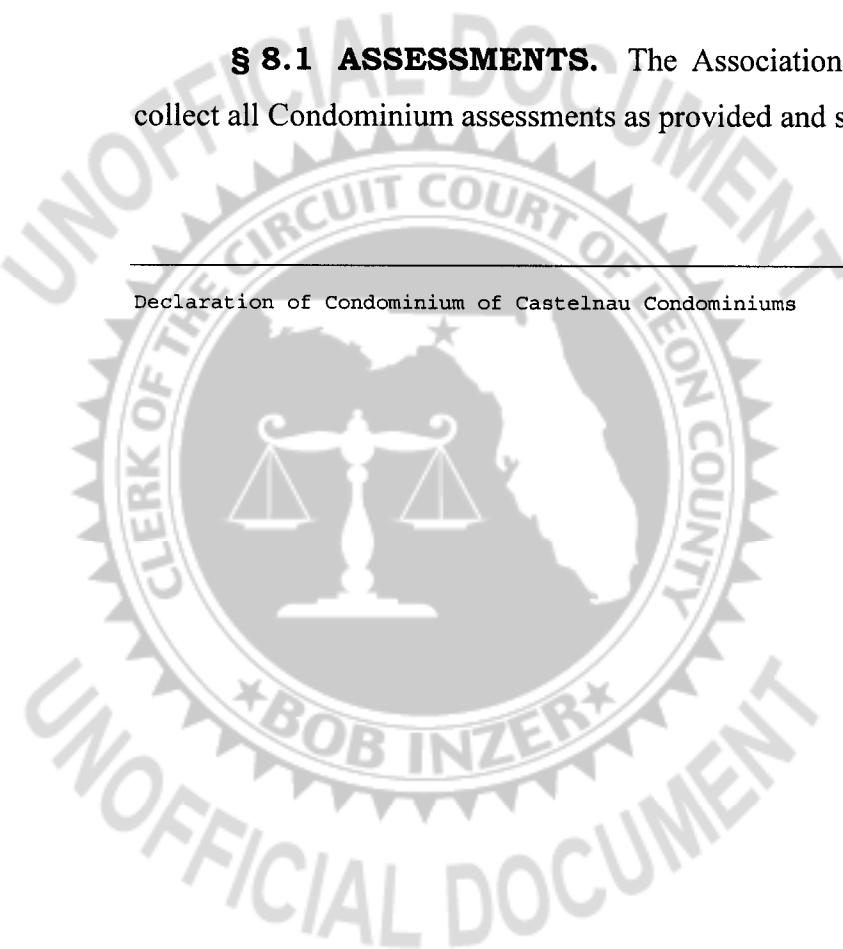
**§ 7.2. FRACTIONAL LIABILITY FOR COMMON EXPENSES.** The percentage or fractional shares of liability for common expenses is the same as the undivided shares of ownership of the common elements and common surplus appurtenant to each unit as provided in Exhibit "D" attached hereto.

**§ 7.3. PARTITION OF COMMON ELEMENTS.** The share of the undivided percentage interest in the Common Elements appurtenant to each Unit shall remain undivided, and no Owner shall bring, or have any right to bring, any action for partition or division of same.

**§ 7.4. MAINTENANCE OF COMMON ELEMENTS.** The Association is responsible for the maintenance of the Common Elements. This includes, but is not limited to, maintenance of the roadways within the Condominium property, maintenance of all items for which assessments are collected from unit owners as set forth in the budget, and maintenance of all items and areas that are defined as Common Elements in the Condominium documents and Condominium Act.

**ARTICLE VIII**  
**ASSESSMENTS**

**§ 8.1 ASSESSMENTS.** The Association has the responsibility, duties, and powers, to collect all Condominium assessments as provided and specified in the Bylaws.





**§ 8.2 DEVELOPER EXCUSAL FROM ASSESSMENTS AND DEVELOPER GUARANTEE.** The Developer, while offering units for sale, is excused from payment of assessments against all unsold units for a period of time until termination as stated in § 8.3 below, and during this period of excusal the Developer guarantees to all purchasers and unit owners of the condominium that assessments will not exceed TWO HUNDRED DOLLARS (\$200.00) per month, which is equivalent to \$600.00 per quarter, and the Developer will pay any common expenses that exceed the guaranteed amount.

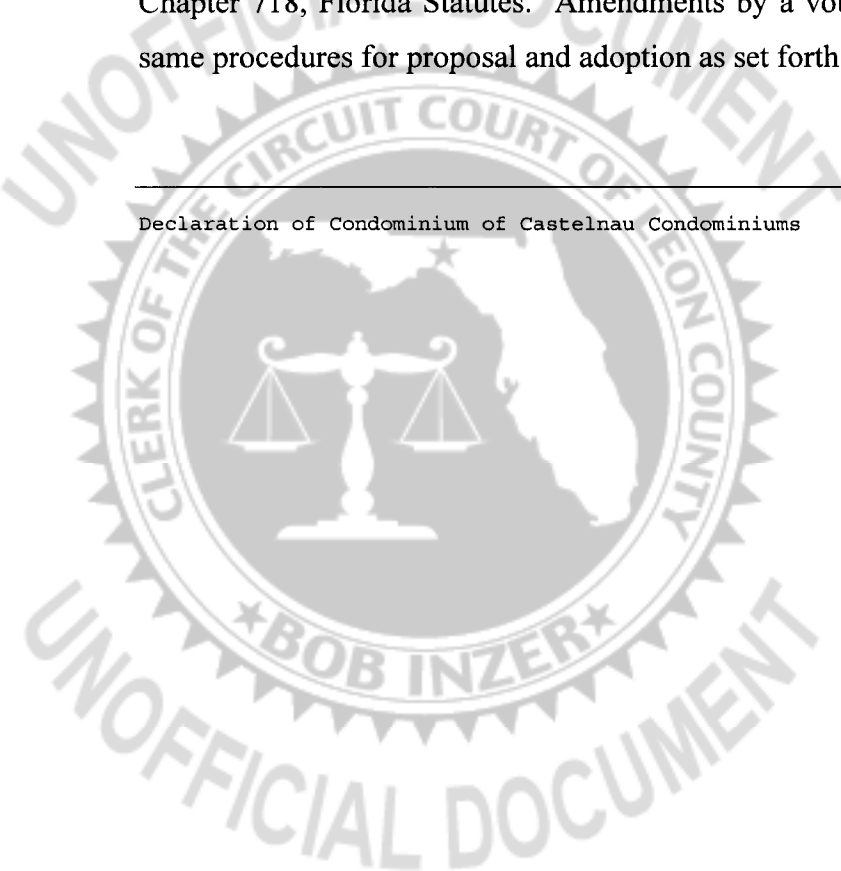
**§ 8.3 DURATION OF DEVELOPER EXCUSAL AND GUARANTEE.** The excusal and guarantee period will commence upon the creation of the condominium, and end at the first occurrence of any of the following events:

- (a) The expiration of the initial fiscal year (DECEMBER 31, 2006);
- (b) The date 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 of the association according to the terms of the Bylaws and as required by Chapter 718, Florida Statutes;
- (c) The time at which the Developer has sold all its units so that the Developer holds no units for sale;

**§ 8.4 OPTIONAL EXTENSION OF DEVELOPER EXCUSAL AND GUARANTEE.** The Developer may extend the excusal and guarantee period for one or more additional fiscal years, so long as the Developer holds unsold units; provided that the developer does not have the option of changing the level of assessments guaranteed as part of such an extension. If the Developer elects to extend the period, then parts (b) and (c) of § 8.3 above will also be applicable.

<p><b>ARTICLE IX</b> <b>AMENDMENTS</b></p>
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**§ 9.1. BY OWNERS.** Unit Owners may vote to amend this Declaration as provided by Chapter 718, Florida Statutes. Amendments by a vote of the Unit Owners shall be governed by the same procedures for proposal and adoption as set forth in the Bylaws.



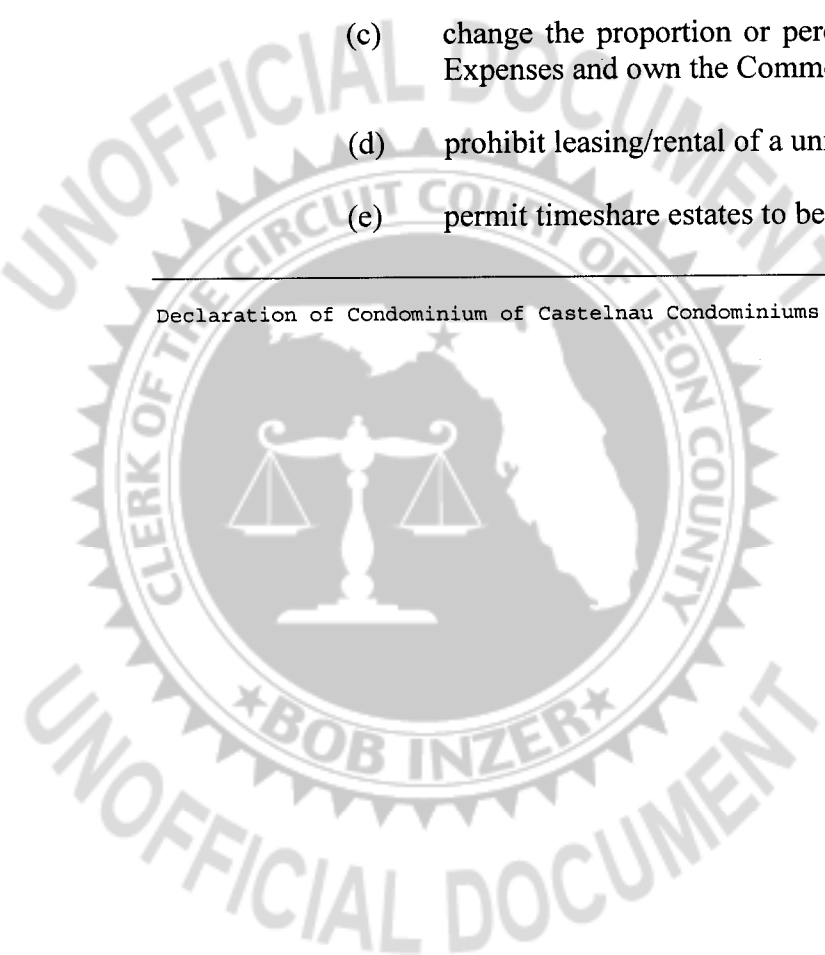
Each amendment shall be attached to or shall contain a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the president of the Association and attested by the secretary with the formalities of a deed, and said amendment shall be effective upon recordation of the amendment and certificate in the Public Records of Leon County, Florida.

**§ 9.2. BY THE DEVELOPER.** Except for amendments restricted by § 718.110(4) and § 718.110(8), the Developer reserves the right at any time, so long as it owns any of the Units in the Condominium, to unilaterally amend this Declaration as it may deem appropriate, in its sole discretion, to carry out the purposes of the project, or as may be required by any lending institution, FHA, VA, FHLMC, FNMA, title insurance company or public body, or as may be necessary to conform the same to the requirements of law or to facilitate the operation and management of the Condominium or the sale of Units in an FHA/VA approved condominium. The Developer may also make amendments to fix typographical or clerical errors. Any amendments to this Declaration which may be unilaterally made by the Developer shall become effective upon the recording in the Public Records of Leon County, Florida, of an instrument executed solely by the Developer with the formalities of a deed, setting forth the text of such amendment in full, together with the appropriate recording data of this Declaration.

Amendments restricted by § 718.110(4) and § 718.110(8) are not valid unless the record owner of each unit of the condominium and the record owners of liens on each unit of the condominium join in the execution of the amendment.

**§ 9.3. RESTRICTIONS ON AMENDMENTS.** No amendment to this Declaration shall be permitted if such amendment would:

- (a) change the configuration, size, or boundaries of any Unit in any material fashion;
- (b) materially alter or modify the appurtenances to any Unit;
- (c) change the proportion or percentage by which the Owners share the Common Expenses and own the Common Surplus;
- (d) prohibit leasing/rental of a unit or part of a unit to a tenant or tenants;
- (e) permit timeshare estates to be created in any unit of the condominium.



unless the record owner of each unit of the condominium and the record owners of liens on each unit of the condominium join in the execution of the amendment.

**§ 9.4. CONSENT OF MORTGAGEES.** Pursuant to § 718.110(11), Florida Statutes, the consent or joinder of some or all mortgagees of units to or in amendments to the declaration is not required unless the amendments materially affect the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. Consent of mortgagees may not be unreasonably withheld. It shall be presumed that except as to those matters described in § 718.110(4) and 718.110(8), amendments to the declaration do not materially affect the rights or interests of mortgagees. In the event mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the association recorded in the public records of the county where the declaration is recorded.

**§ 9.5. NOTICE TO MORTGAGEES.** Mortgagees shall be given adequate notice of any proposed amendments to the declaration that materially affect the rights or interests of mortgages.

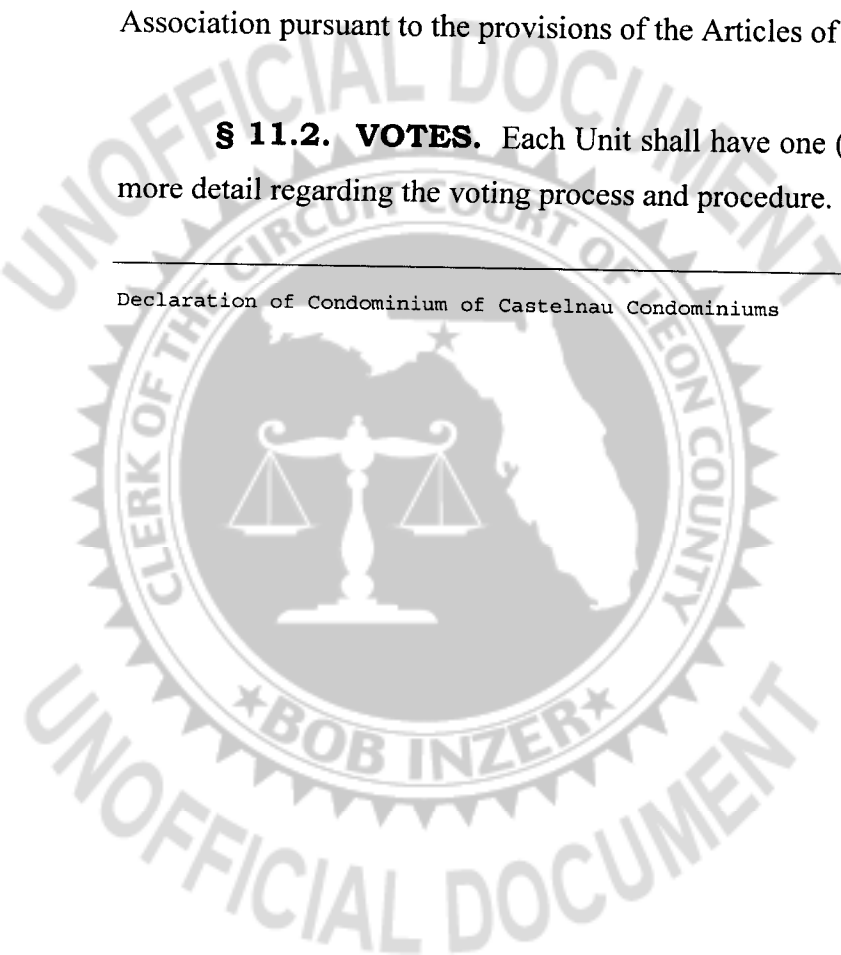
**ARTICLE X  
SEVERABILITY**

**§ 10.1. SEVERABILITY.** The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of the Condominium Documents and the Condominium Rules and Regulations shall not affect the validity of the remaining portions.

**ARTICLE XI  
MEMBERSHIP and VOTES**

**§ 11.1. MEMBERSHIP.** The owners of the condominium units shall be members in the Association pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association.

**§ 11.2. VOTES.** Each Unit shall have one (1) vote in the Association. See the Bylaws for more detail regarding the voting process and procedure.



EXECUTION

IN WITNESS WHEREOF, the Developer has executed this Declaration this 24<sup>th</sup> day of January, 2006.

WITNESSES:

DEVELOPER SIGNATURE:

Neil P. Ryder  
Signature

James Robert Smith  
JAMES ROBERT SMITH

NEIL P. RYDER  
Printed Name

Shawn P. Goletz  
Signature

Shawn P. Goletz  
Printed Name

STATE OF FLORIDA  
COUNTY OF LEON

*BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared JAMES ROBERT SMITH, and he acknowledged that he executed the foregoing instrument for the purposes therein intended. He is personally known to me or has produced sufficient identification and did take an oath or made appropriate acknowledgment.*

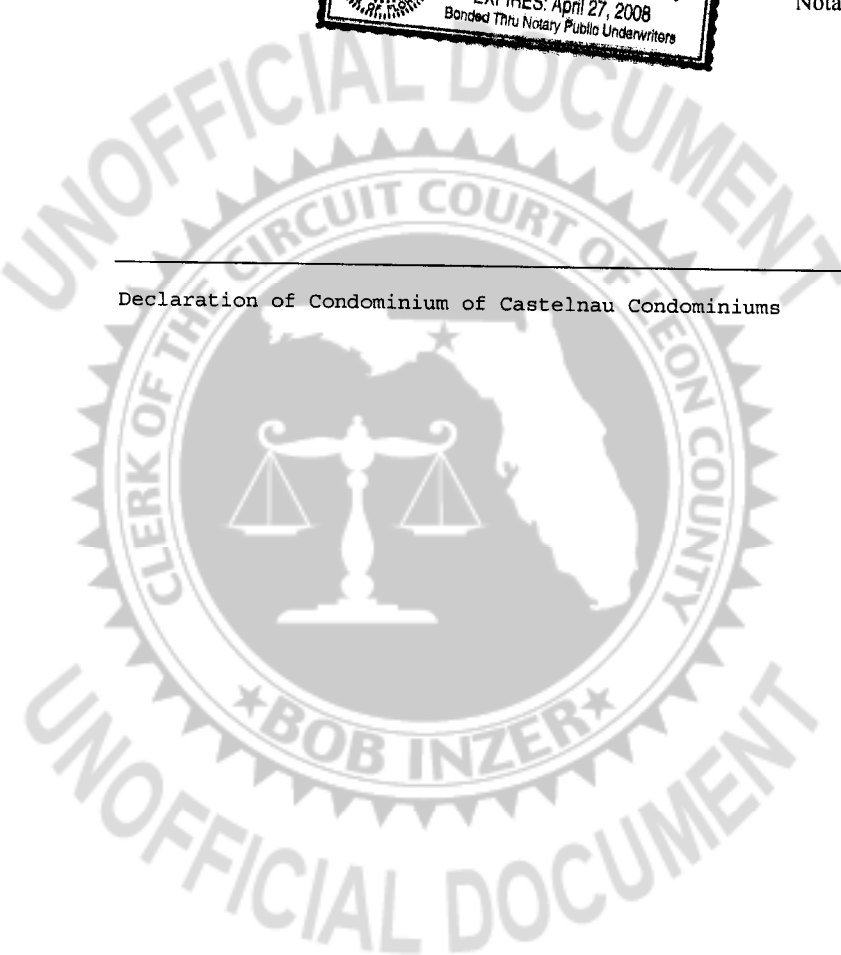
WITNESS my hand and seal this 24<sup>th</sup> day of January, 2006.

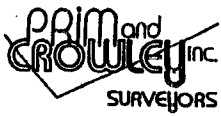
Stamp or Seal:

Shawn P. Goletz  
Notary Signature



\_\_\_\_\_  
Notary Printed Name





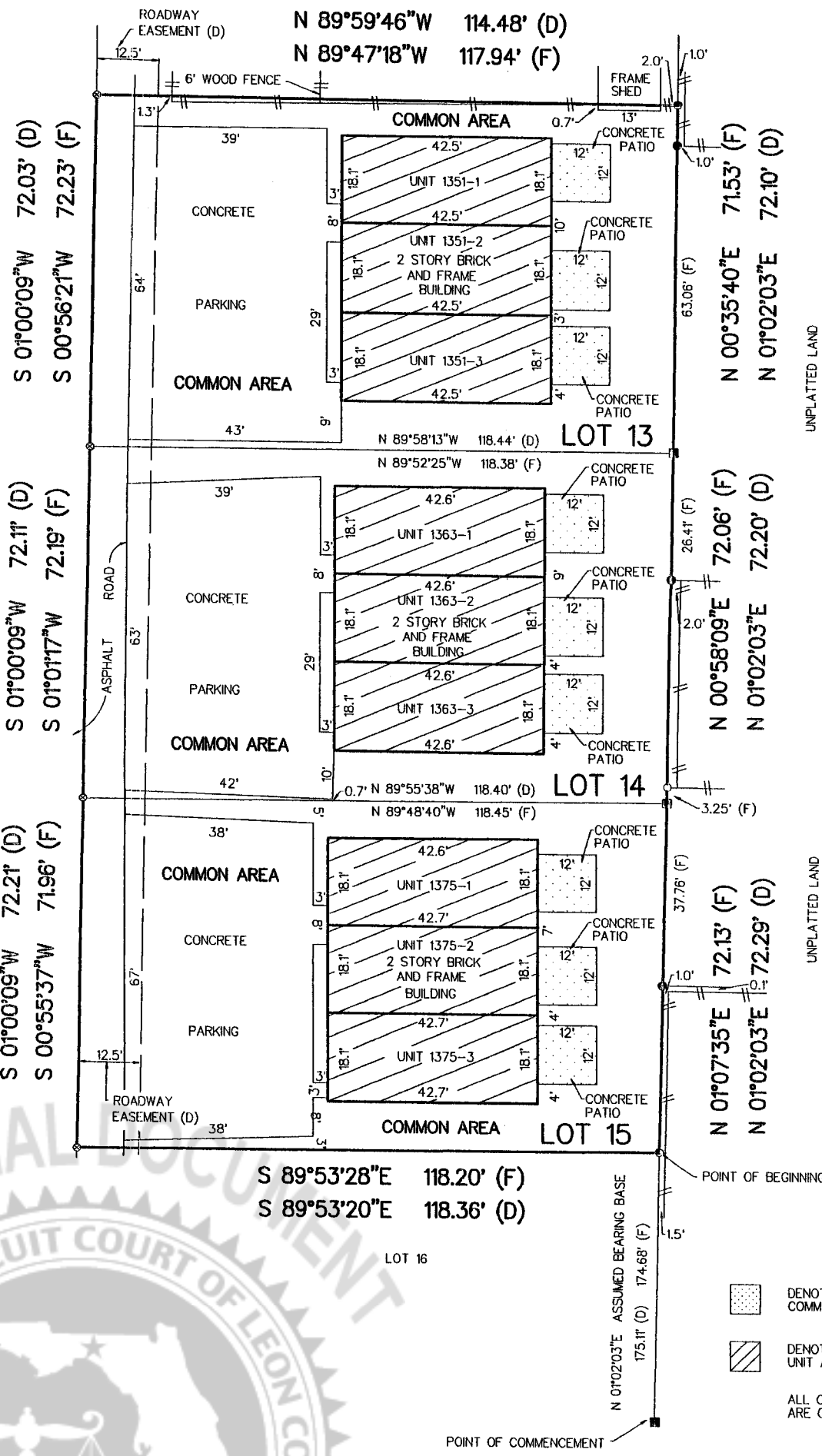
2888-B REMINGTON GREEN LANE  
TALLAHASSEE, FL 32308  
850/385-3999

JOB NUMBER 738-04  
FIELD SURVEY DATE 11/01/04  
SHEET NUMBER 1 OF 4

BOUNDARY SURVEY  
CASTELNAU CONDOMINIUM

LOT 12

CASTELNAU COURT



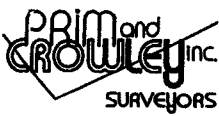
- DENOTES LIMITED COMMON AREA
- DENOTES CONDOMINIUM UNIT AREA
- ALL OTHER AREAS ARE COMMON AREAS

- LEGEND:**
- FOUND 3" X 3" CONCRETE MONUMENT NO #
  - FOUND 5/8" IRON ROD AND CAP # 4016
  - FOUND 5/8" IRON ROD AND CAP # 6590
  - FOUND 5/8" IRON ROD
  - ⊗ FOUND NAIL IN ASPHALT
  - R/W = RIGHT OF WAY
  - (F) = FIELD
  - (D) = DESCRIPTION

DESCRIPTION: LOTS 13, 14 AND 15, ST. AUGUSTINE SQUARE  
MORE PARTICULARLY DESCRIBED ON SHEET 2 OF 4  
COUNTY OF LEON STATE OF FLORIDA SECTION 4 TOWNSHIP 15 RANGE 1E  
RECORDED BOOK PAGE SCALE 1" = 30' FIELD BOOK 162 PAGE 14  
PATRICK F. CROWLEY LICENSED SURVEYOR AND MAPPER # 4988, CORPORATE # 6477

SEAL





2888-B REMINGTON GREEN LANE  
TALLAHASSEE, FL 32308  
850/385-3999

JOB NUMBER 738-04  
FIELD SURVEY DATE 11/01/04  
SHEET NUMBER 2 OF 4

# BOUNDARY SURVEY CASTELNAU CONDOMINIUM

## LOT 13

Commence at a point on the North right-of-way boundary of St. Augustine Road, said point being 379.3 feet East and 873.1 feet South of the Northwest corner of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, and run North 01 degrees 02 minutes 03 seconds East 319.60 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue North 01 degrees 02 minutes 03 seconds East 72.10 feet, thence South 89 degrees 59 minutes 46 seconds West 118.48 feet to a point in the center of a roadway easement, thence South 01 degrees 00 minutes 09 seconds West 72.03 feet along the center of said roadway easement, thence South 89 degrees 58 minutes 13 seconds East 118.44 feet to the POINT OF BEGINNING. Being a part of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, Leon County, Florida.

Reserving the West 12.50 feet for a roadway easement.

## LOT 14:

Commence at a point on the North right-of-way boundary of St. Augustine Road, said point being 379.3 feet East and 873.1 feet South of the Northwest corner of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, and run North 01 degrees 02 minutes 03 seconds East 247.40 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue North 01 degrees 02 minutes 03 seconds East 72.20 feet, thence North 89 degrees 58 minutes 13 seconds West 118.44 feet to a point in the center of a roadway easement, thence South 01 degrees 00 minutes 09 seconds West 72.11 feet along the center of said roadway easement, thence South 89 degrees 55 minutes 38 seconds East 118.40 feet to the POINT OF BEGINNING. Being a part of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, Leon County, Florida.

Reserving the West 12.50 feet for a roadway easement.

## LOT 15:

Commence at a point on the North right-of-way boundary of St. Augustine Road, said point being 379.3 feet East and 873.1 feet South of the Northwest corner of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, and run North 01 degrees 02 minutes 03 seconds East 175.11 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue North 01 degrees 02 minutes 03 seconds East 72.29 feet, thence North 89 degrees 55 minutes 38 seconds West 118.40 feet to a point in the center of a roadway easement, thence South 01 degrees 00 minutes 09 seconds West 72.21 feet along the center of said roadway easement, thence South 89 degrees 53 minutes 20 seconds East 118.36 feet to the POINT OF BEGINNING. Being a part of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, Leon County, Florida.

Reserving the West 12.50 feet for a roadway easement.

### GENERAL NOTES:

1. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, OR OTHER INSTRUMENTS WHICH COULD EFFECT THE BOUNDARIES OR USE OF THE ABOVE PROPERTY.
2. THIS PARCEL IS LOCATED IN FLOOD ZONE "X", ACCORDING TO MAP NO. 12073C0315 E, DATED MARCH 16, 2005. THERE IS NO GUARANTY BY THIS SURVEYOR THAT THIS PROPERTY WILL OR WILL NOT FLOOD.
3. NO UNDERGROUND FOUNDATIONS OR UNDERGROUND UTILITIES WERE LOCATED.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. ALL AREAS OUTSIDE CONDOMINIUM UNIT BOUNDARIES ARE COMMON AREAS: PROVIDED THAT PATIOS ARE LIMITED COMMON AREAS.
6. USE = RESIDENTIAL CONDOMINIUMS. TOTAL UNITS = 9.
7. FLOOR PLANS PROVIDED BY CLIENT.
8. I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.
9. THE DEVELOPER RESERVES THE RIGHT TO GRANT, WITHOUT JOINDER FROM UNIT OWNERS, SPECIFIC EASEMENTS ACCORDING TO THIS PLOT PLAN AND TO ACCOMPLISH THE DEVELOPMENT ACCORDING TO THE CONDOMINIUM DECLARATION, AND TO PROVIDE UNITS WITH UTILITY SERVICES, PHONE LINES, CABLE, WATER, SEWER, OR OTHER SERVICES TO THE UNITS OR COMMON AREAS. THE CONDOMINIUM PROPERTY IS SUBJECT TO ALL SUCH EASEMENTS EXECUTED AND RECORDED IN THE PUBLIC RECORD OF LEON COUNTY, FLORIDA.
10. THE MAXIMUM BUILDING HEIGHT IS APPROXIMATELY 25.5 FEET.
11. APPROXIMATE UNIT SIZE IS 1260 SQUARE FEET.

**PRIM and CROWLEY inc.**  
SURVEYORS

2888-B REMINGTON GREEN LANE  
TALLAHASSEE, FL 32308  
850/385-3999

JOB NUMBER 738-04

SHEET NUMBER 3 OF 4



DENOTES LIMITED COMMON AREA

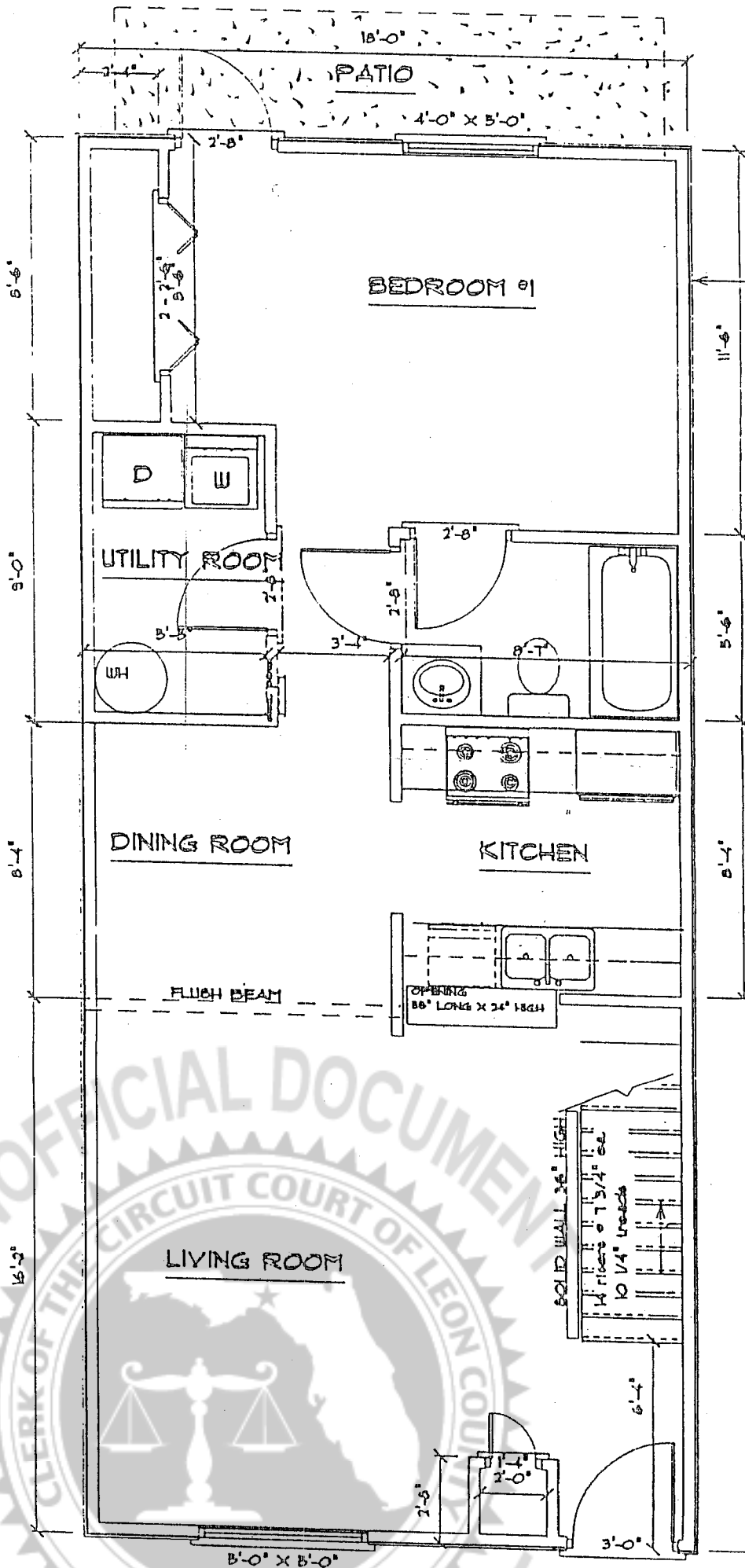


DENOTES CONDOMINIUM UNIT AREA

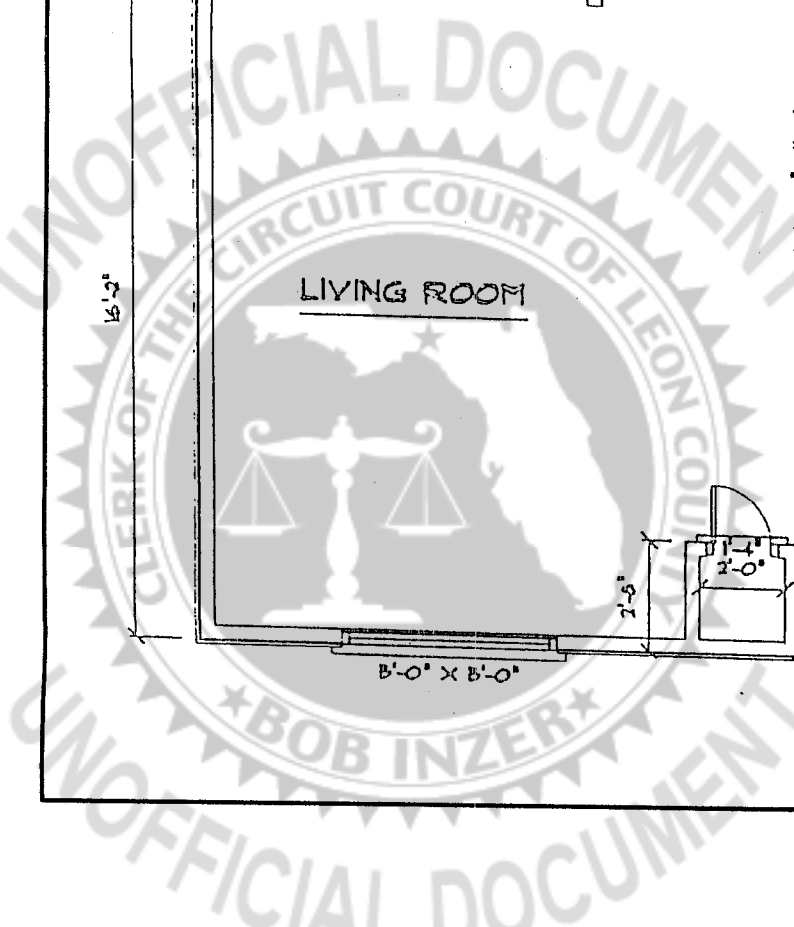
ALL OTHER AREAS ARE COMMON AREAS

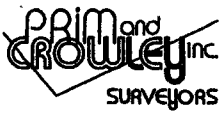
# FLOOR PLAN DETAILS FOR ALL UNITS CASTELNAU CONDOMINIUMS

## FIRST FLOOR PLAN



2 HR. FIRE RATED WALL  
BETWEEN EA. UNIT





2888-B REMINGTON GREEN LANE  
TALLAHASSEE, FL 32308  
850/385-3999

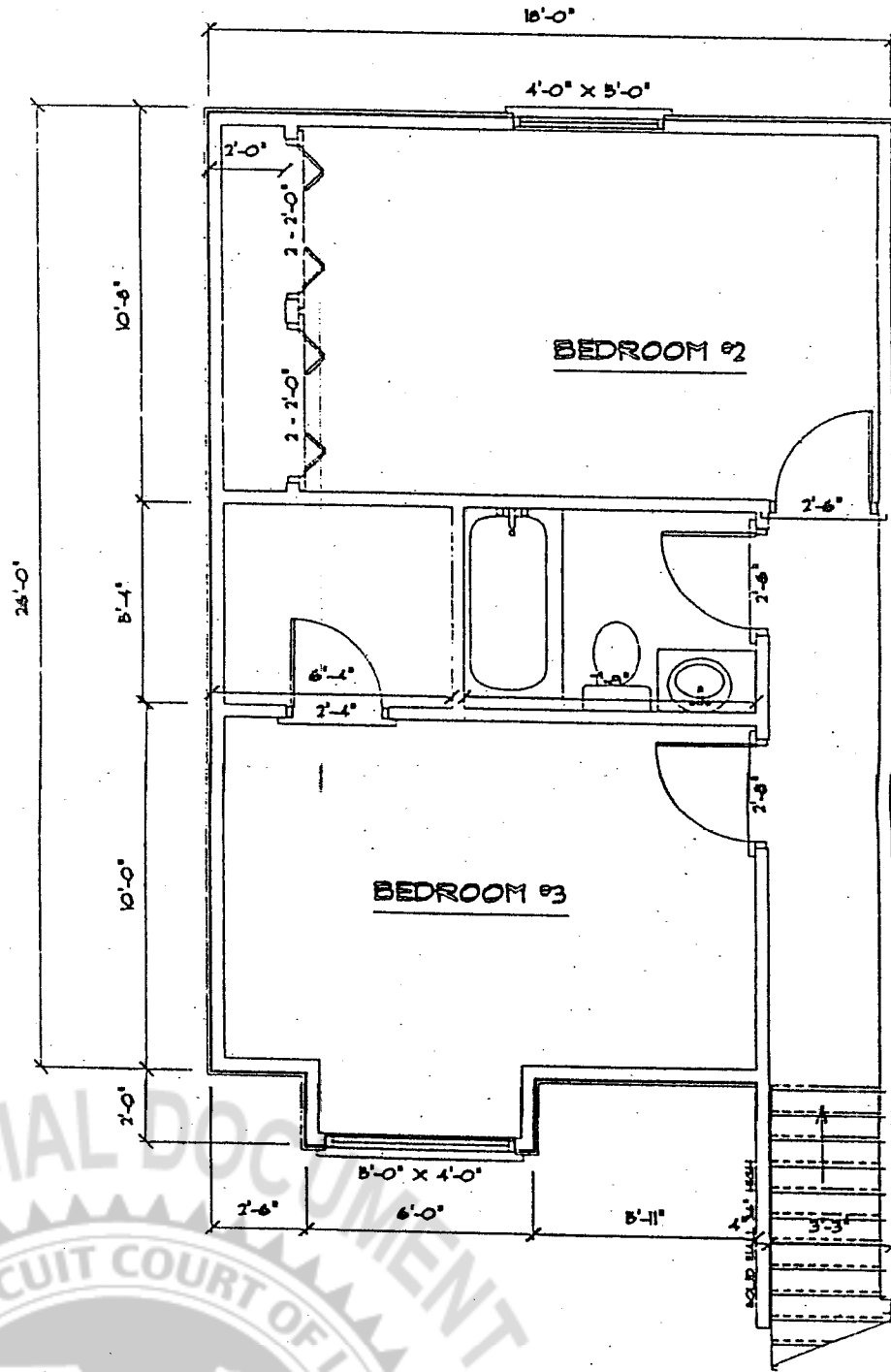
JOB NUMBER 738-04

SHEET NUMBER 4 OF 4

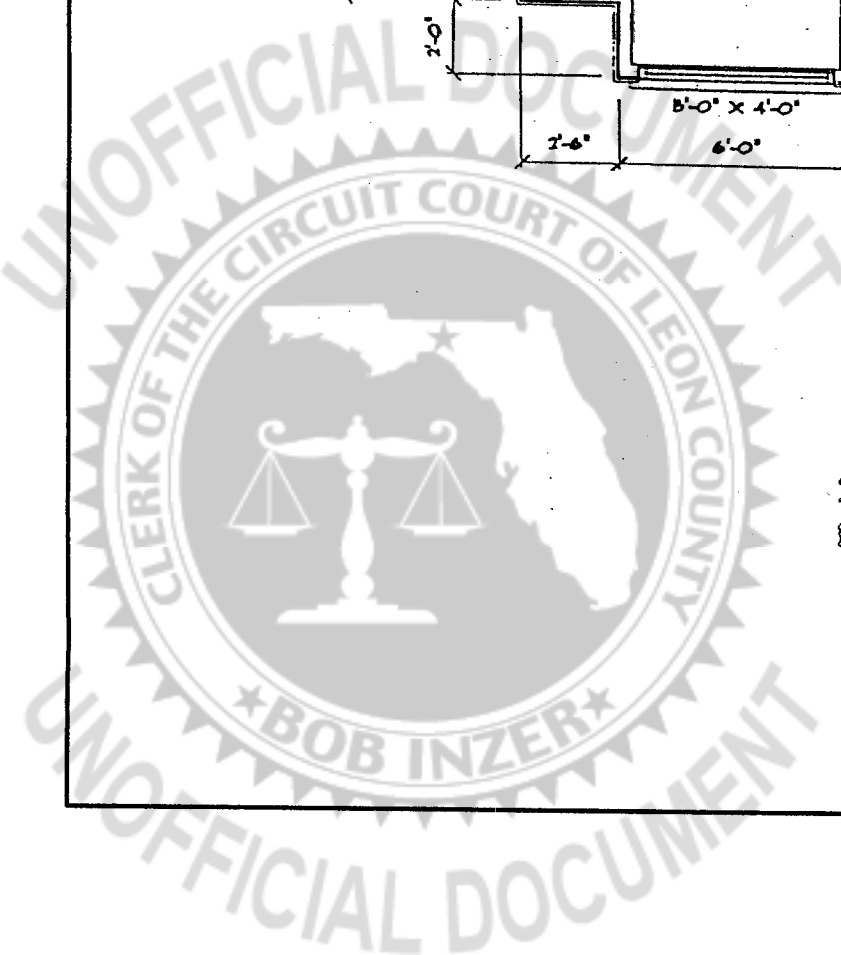
# FLOOR PLAN DETAILS FOR ALL UNITS CASTELNAU CONDOMINIUMS

□ DENOTES CONDOMINIUM  
UNIT AREA  
  
ALL OTHER AREAS  
ARE COMMON AREAS

## SECOND FLOOR PLAN



2 HR. FIRE RATED WALL  
BETWEEN EA. UNIT





 ORIGINAL

ARTICLES OF INCORPORATION

of

CASTELNAU CONDOMINIUMS ASSOCIATION, INC.,  
a Florida Not-For-Profit Corporation

[Exhibit "B" to the Declaration of Condominium of Castelnau Condominiums]

**THE UNDERSIGNED** hereby associate themselves together for the Purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I  
NAMES AND ADDRESSES

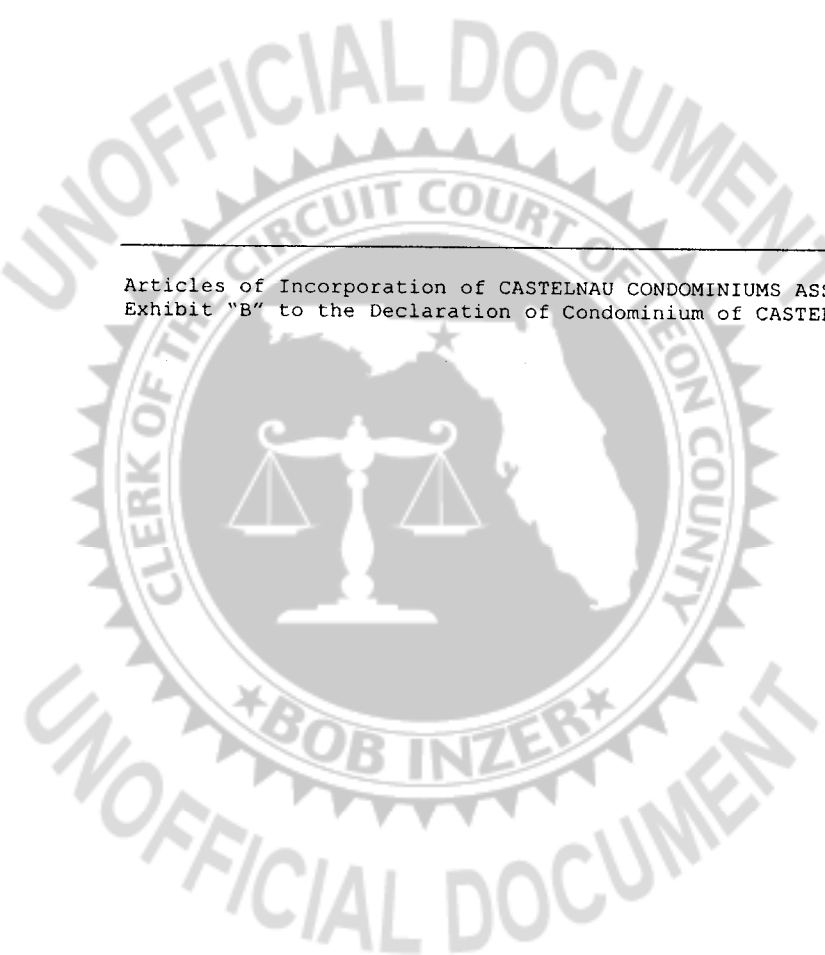
§ 1.1. Corporation. The name of the corporation shall be CASTELNAU CONDOMINIUMS ASSOCIATION, INC. For convenience this corporation shall be referred to herein as the "Association".

§ 1.2. Incorporator. The name and address of the incorporator of these Articles of Incorporation is as follows: James Robert Smith, 5265 Pimlico Drive, Tallahassee, FL 32309.

§ 1.3. Principal Office. The address of the principal office of the Association is as follows: c/o KRM Management, Inc., 431 Waverly Road, Tallahassee, FL 32312.

§ 1.4. Registered Agent. The association hereby appoints JAMES ROBERT SMITH as its Registered Agent to accept service of process within this state, with the Registered Office located at 5265 Pimlico Drive, Tallahassee, FL 32309.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
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**ARTICLE II**  
**DEFINITIONS & PURPOSES**

§ 2.1. Terms. Unless otherwise defined herein, terms shall have the same meaning given such terms in the Declaration (as defined below).

§ 2.2. Purpose. The purposes for which the Association is organized is to manage, operate and maintain the condominium to be known as CASTELNAU CONDOMINIUMS, hereinafter referred to as the "condominium", in accordance with the DECLARATION OF CONDOMINIUM OF CASTELNAU CONDOMINIUMS (hereinafter the "Declaration"). All terms used in these Articles of Incorporation shall have the same meaning as the identical terms utilized in the Declaration, unless the context otherwise requires.

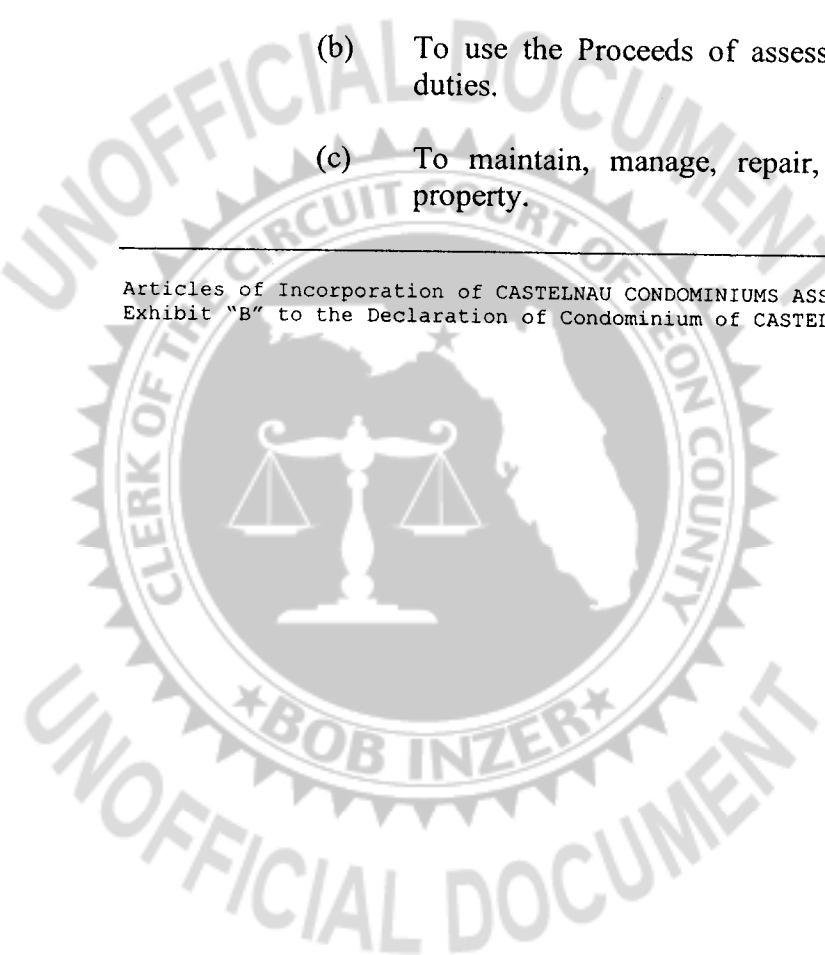
§ 2.3. Stock and Profits. The Association shall have no capital stock and shall make no distribution of income or profit to its members, directors or officers.

**ARTICLE III**  
**POWERS**

§ 3.1. Common Law & Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

§ 3.2. Other Powers. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

- (a) To adopt a budget and make and collect assessments against members to defray the costs of the Condominium.
- (b) To use the Proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, manage, repair, replace and operate the Condominium property.



- (d) To reconstruct improvements after casualty and construct further improvements to the Condominium Property.
- (e) To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property.
- (f) To enforce by legal means the provisions of the various Condominium Documents, these Articles, the Bylaws of the Association and the Condominium Rules and Regulations.
- (g) Pursuant to the terms of the Declaration, to contract for the management of the Condominium and the delegate to such contractor all powers and duties of the Association except such as are specifically required by the various Condominium Documents and applicable law to have approval of the board of directors or the members of the Association.

§ 3.3. Funds & Titles to Property. All funds and the titles to all Property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.

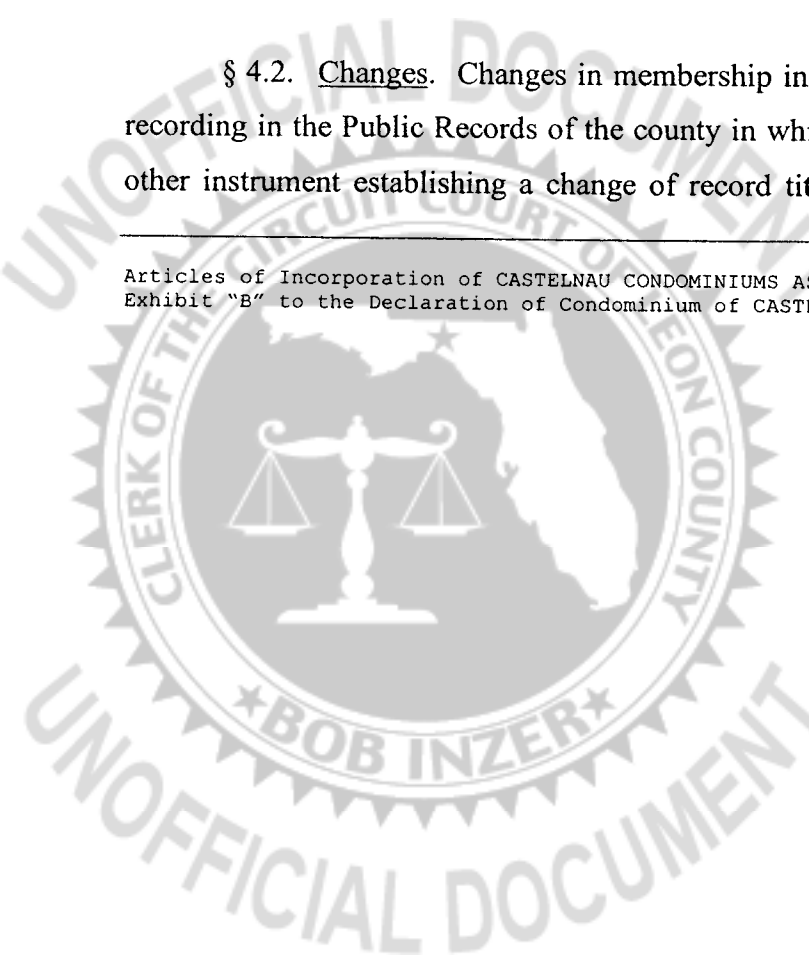
§ 3.4. Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

<p><b>ARTICLE IV</b> <b>MEMBERS</b></p>
---

The qualifications of members, the manner of their admission, and voting by members shall be as follows:

§ 4.1. Owners. All Owners shall be members of this Association, and no other persons or entities shall be entitled to membership. The Owner(s) shall be entitled to vote in accordance with the Bylaws.

§ 4.2. Changes. Changes in membership in the Association shall be established by the recording in the Public Records of the county in which the Condominium is situated, a Deed or other instrument establishing a change of record title to a Unit in the Condominium, and the



delivery to the Association of a copy of such recorded instrument. The new Owner designated by such instrument shall thereby become a member of the Association. The membership of the prior Owner shall thereby terminate.

§ 4.3. Assignment & Transfer. The share of a member in the funds and assets of the Association can **not** be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

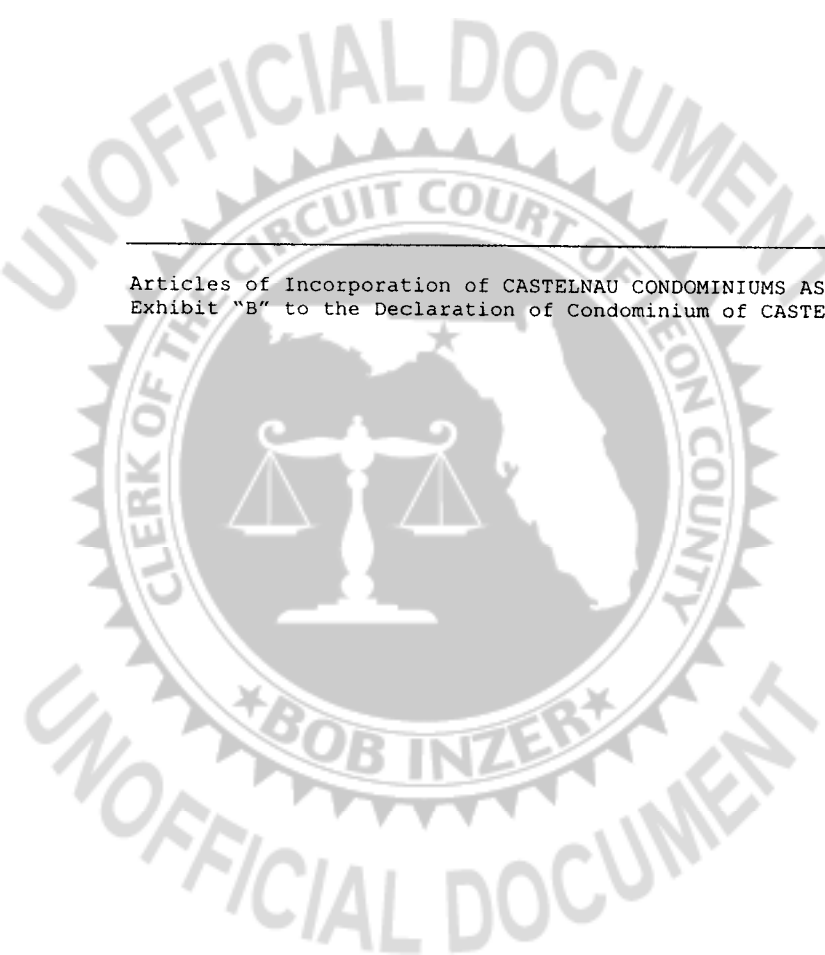
**ARTICLE V**  
**DIRECTORS**

§ 5.1. Number of Board Members. The affairs of the Association will be managed by a board of directors as set by the Bylaws, and in the absence of such determination shall consist of a minimum of three (3) directors.

§ 5.2. Appointment or Election. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the Bylaws.

§ 5.3. Initial Board. The following persons shall serve as directors until their successors are elected or appointed as provided in the Bylaws:

<u>Name</u>	<u>Address</u>
James Robert Smith	5265 Pimlico Drive Tallahassee, FL 32309
Dan Lee Isaacs	431 Waverly Road Tallahassee, FL 32312
Neil P. Ryder	1500 China Grove Trail Tallahassee, FL 32301



<b>ARTICLE VI</b> <b>OFFICERS</b>
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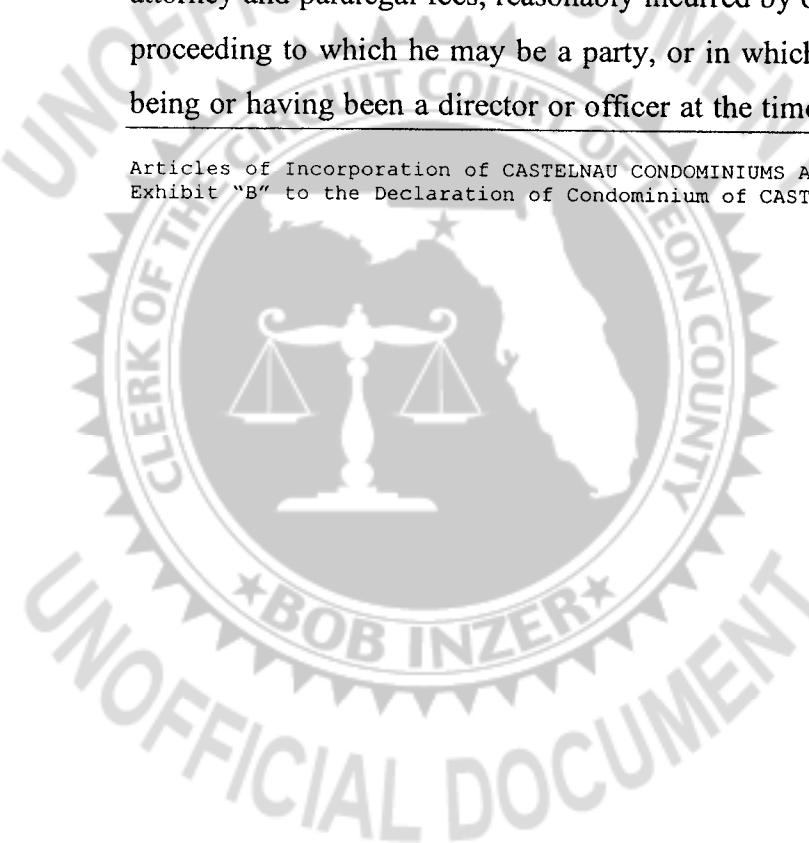
§ 6.1. Offices. The affairs of the Association shall be administered by a president, a vice-president, a secretary, a treasurer, and as many assistant vice-presidents, assistant secretaries and assistant treasurers as the board of directors shall from time to time determine. Such officers shall be elected as set forth in the Bylaws. Officers shall serve with or without compensation (as determined in the Bylaws) at the pleasure of the board of directors. The same person may hold multiple offices if so elected.

The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President:	James Robert Smith 5265 Pimlico Drive Tallahassee, FL 32309
Vice President:	Neil P. Ryder 1500 China Grove Trail Tallahassee, FL 32301
Secretary	Dan Lee Isaacs 431 Waverly Road Tallahassee, FL 32312
Treasurer	Dan Lee Isaacs 431 Waverly Road Tallahassee, FL 32312

<b>ARTICLE VII</b> <b>INDEMNIFICATION</b>
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§ 7.1. Director & Officer Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney and paralegal fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except in such



cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the board of directors has approved such settlement and when the board of directors has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## ARTICLE VIII BYLAWS

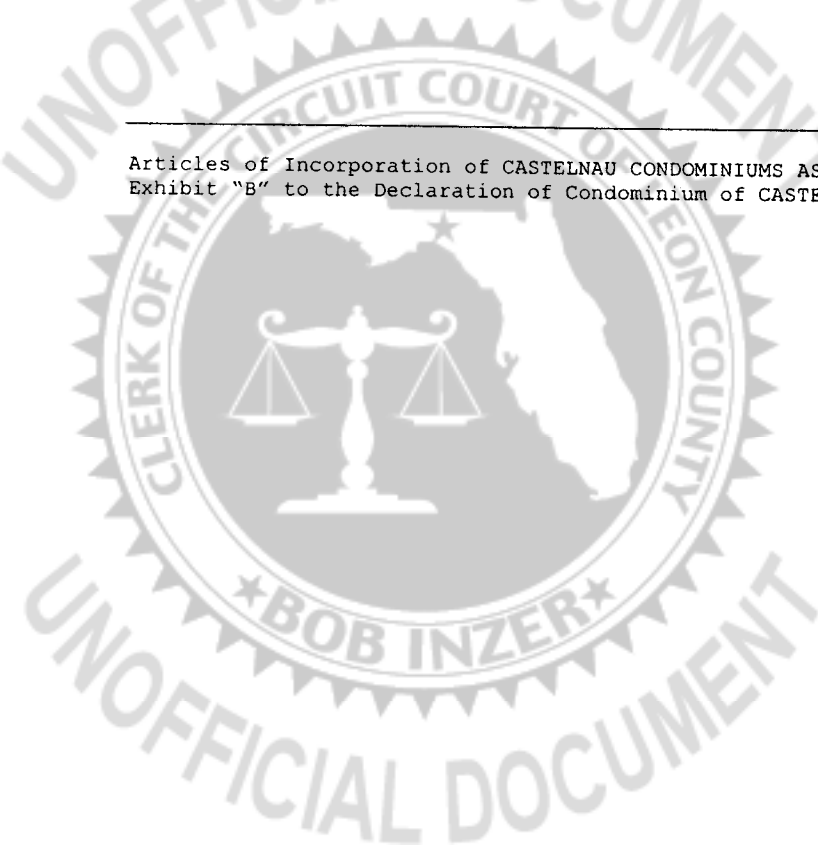
§ 8.1. Adoption. The Bylaws shall be adopted by the board of directors and may be altered, amended or rescinded as provided in the Bylaws.

## ARTICLE IX AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

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

§ 9.2. Proposal and Adoption. An amendment may be proposed by either the board of directors or by the membership of the Association. Except as otherwise provided herein, a resolution adopting a proposed amendment must receive approval of not less than two-thirds (2/3) of all the directors until the first election of a majority of directors by Owners other than the Developer. Thereafter, the Articles may be amended by not less than two-thirds (2/3) of all the directors and by not less than a two-thirds (2/3) vote of the members of the Association at a duly called meeting of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting; provided however, 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.



§ 9.3. Effective Date of Amendments. An amendment shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of the county in which the Condominium is situated.

§ 9.4. Developer Amendments. Developer amendments to these Articles may be made in the same manner as stated in the Declaration.

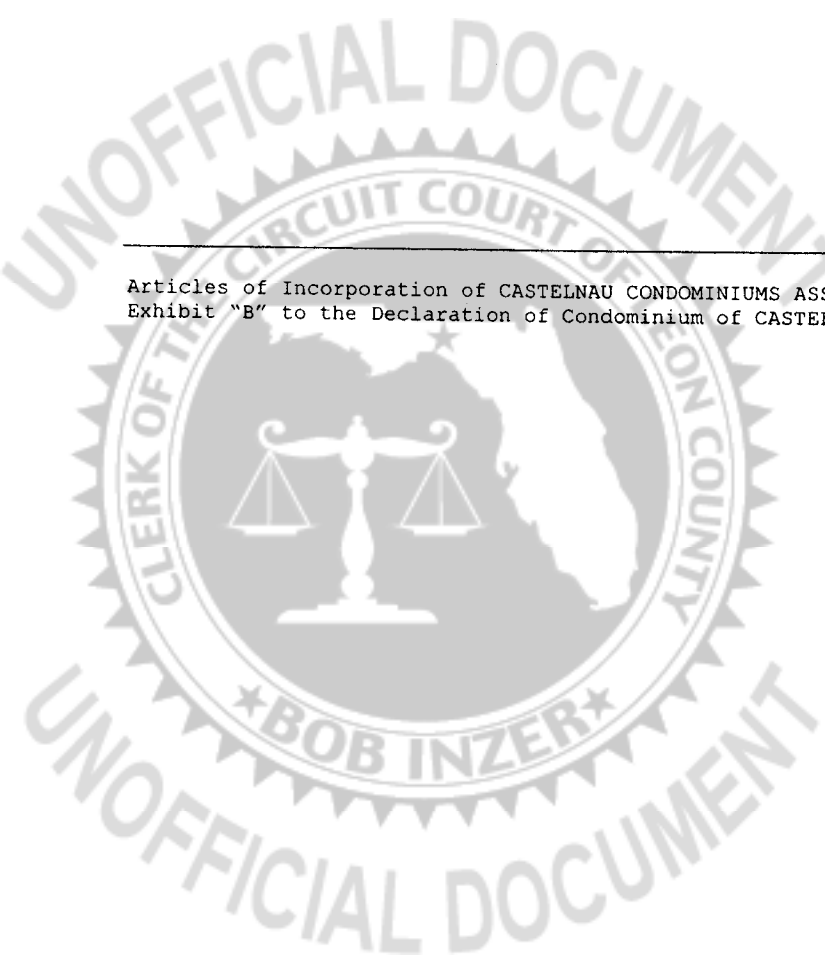
§ 9.5. Accord. Any amendments to these Articles shall be in accord with the terms and provisions of the Declaration.

**ARTICLE X**  
**TERM**

§ 10.1. Term. The term of the Association shall be the life of the Condominium.

§ 10.2. Termination. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

**\*THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK\***



EXECUTION

IN WITNESS WHEREOF, the incorporator has hereto affixed its signature this 10<sup>th</sup> day of November, 2005.

WITNESSES:

Signature of Neil P. Ryder

NEIL P. RYDER
Printed Name

Signature of Lauren A. Taff

Lauren A. Taff
Printed Name

INCORPORATOR SIGNATURE:

Signature of James Robert Smith
JAMES ROBERT SMITH

NOTARY

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared JAMES ROBERT SMITH, and he acknowledged that he executed the foregoing instrument for the purposes therein intended. He is personally known to me or has produced sufficient identification. FLOW 5530-456-40-298-0

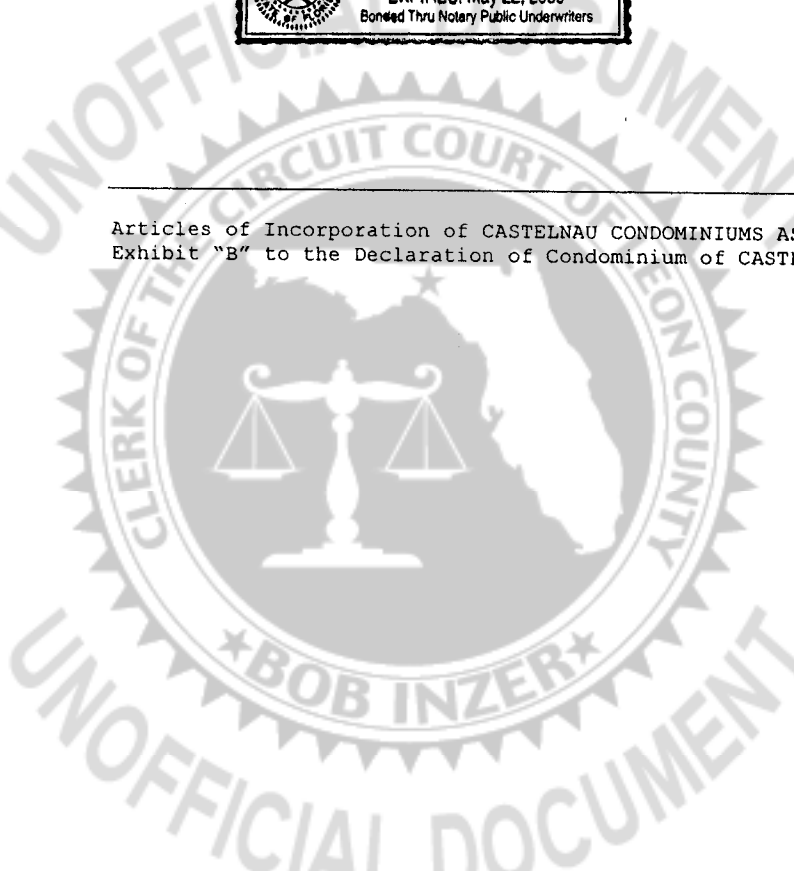
WITNESS my hand and seal this 10<sup>th</sup> day of November, 2005.

Stamp or Seal:



Signature of Lori E. Nixon

Lori E. Nixon
Notary Printed Name





CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT WITH WHOM PROCESS MAY BE SERVED.

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That CASTELNAU CONDOMINIUMS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office indicated in the articles of incorporation in the City of Tallahassee, County of Leon, State of Florida, has appointed James Robert Smith, 5265 Pimlico Drive, Tallahassee, FL 32309, as its agent to accept service of process within this state.

ACKNOWLEDGMENT

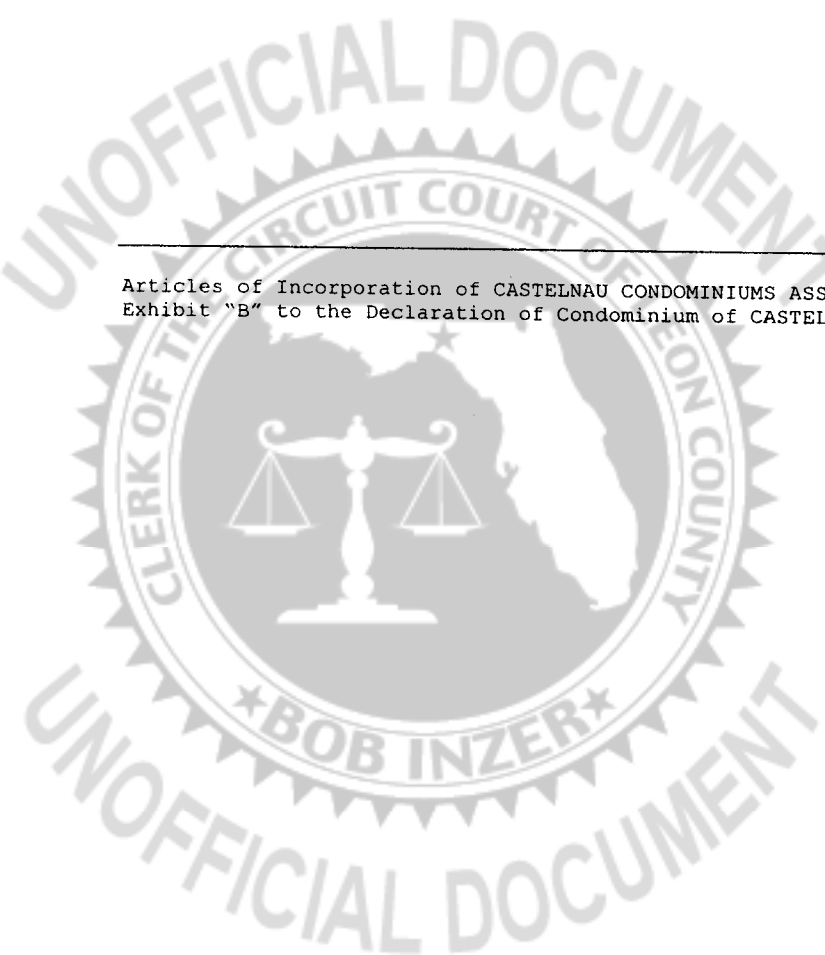
Having been named to accept service of process for the above corporation, at the place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act relative to being available at said location.

*[Handwritten Signature]*  
JAMES ROBERT SMITH

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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FILED



# BYLAWS

of

CASTELNAU CONDOMINIUMS ASSOCIATION, INC.,  
a Florida Not-For-Profit Corporation

[Exhibit "C" to the Declaration of Condominium of Castelnau Condominiums]

## ARTICLE I IDENTITY

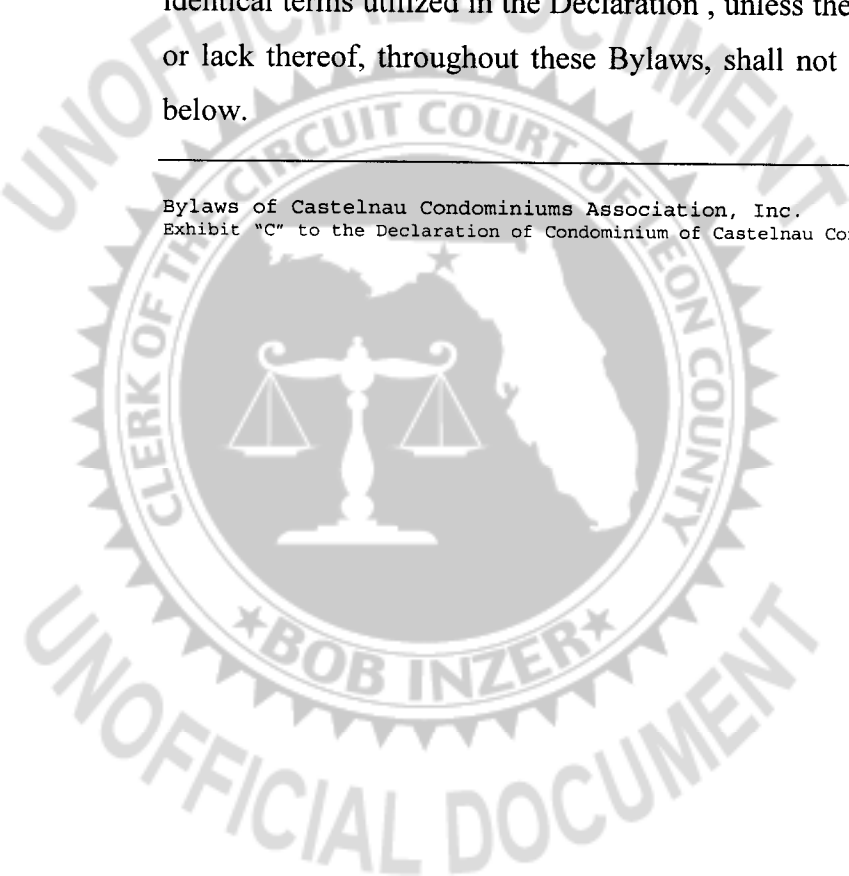
These are the Bylaws of CASTELNAU CONDOMINIUMS ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, hereinafter referred to as the "Association" and under the Articles of Incorporation (the "Articles") which have been filed in the office of the Secretary of State. The Association has been organized for the purpose of administering a condominium upon certain lands in Leon County, Florida known as CASTELNAU CONDOMINIUMS (the "Condominium"), in accordance with the DECLARATION OF CONDOMINIUM of CASTELNAU CONDOMINIUMS (the "Declaration").

§1.1 . Office. The office of the Association shall be at c/o KRM Management, Inc., 431 Waverly Road, Tallahassee, FL 32312, or at such other place as may be designated by the board of directors from time to time.

§1.2. Fiscal Year. The fiscal year of the Association shall be JANUARY 1 through DECEMBER 31. The fiscal year may be changed in the discretion of the Board.

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

§1.4. Terms. The terms used in these Bylaws shall have the same meaning as the identical terms utilized in the Declaration , unless the context otherwise requires. Capitalization, or lack thereof, throughout these Bylaws, shall not change the meanings of the words defined below.



**All terms and provisions of the Condominium Act, Chapter 718, which are not inconsistent with the terms of these Bylaws, are incorporated herein. If any terms and provisions of these Bylaws are inconsistent with the Condominium Act, such inconsistency shall not affect the validity of these Bylaws, rather, the applicable terms and provisions will be deemed to be replaced by those required by the Condominium Act.**

The Association shall maintain a current copy of Chapter 718, Florida Statutes, at the office location of the Association, as well as all rules and regulations applicable to condominiums as adopted by the Division.

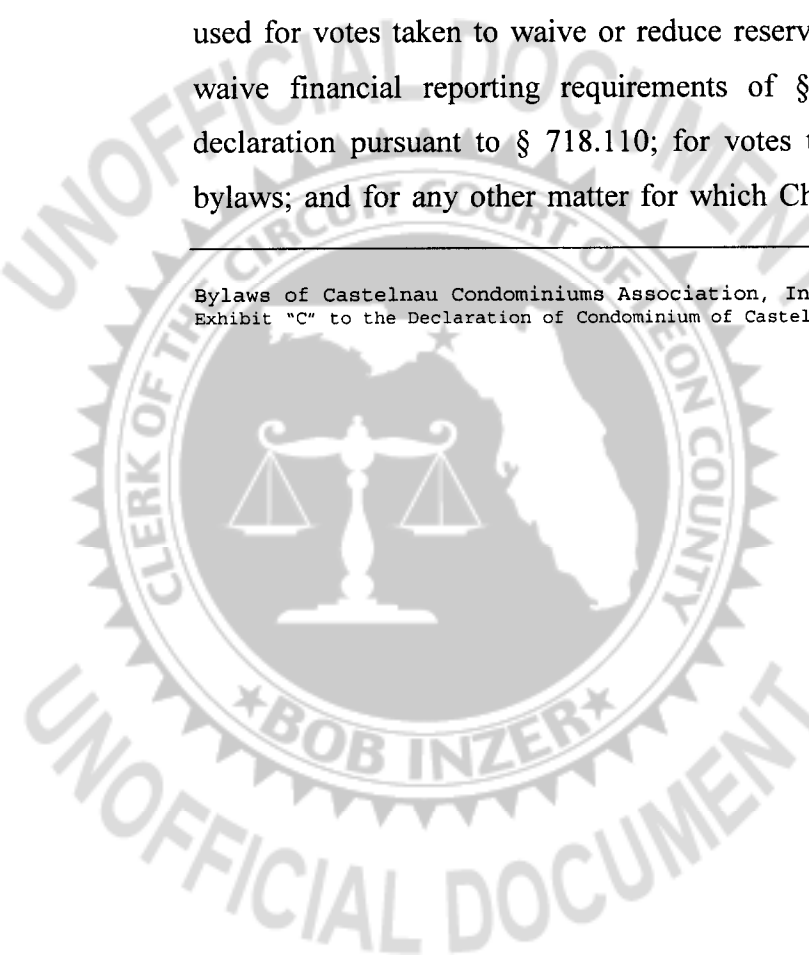
<p><b>ARTICLE II</b> <b>MEMBERSHIP, VOTING, AND CONTROL</b></p>
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The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

§ 2.1. Membership. Membership of each Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association.

§ 2.2. Votes and Proxies. Each Unit shall have one (1) vote in the Association. Where a Unit is owned by more than one owner, the co-tenants of the Unit shall file a voting certificate with the Association, in the form provided by the Association, setting forth which co-tenant is designated to cast the vote for that Unit. Each voting certificate shall be valid until revoked by a subsequent voting certificate.

Pursuant to § 718.112(2)(b)2., unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the division. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance § 718.112(2)(f)2.; for votes to waive financial reporting requirements of § 718.111(13); for votes taken to amend the declaration pursuant to § 718.110; for votes taken to amend the articles of incorporation or bylaws; and for any other matter for which Chapter 718 requires or permits a vote of the unit

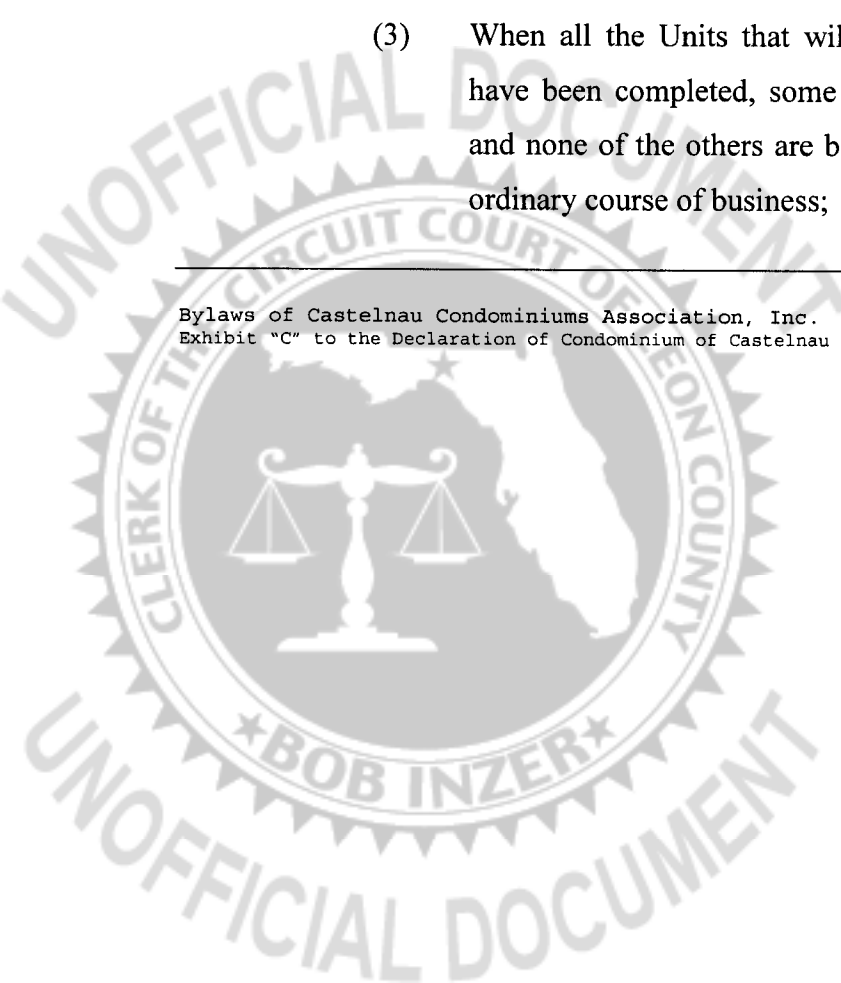


owners. Except as provided in § 718.112(2)(d), no proxy, limited or general, shall be used in the election of board members; provided, however, that pursuant to Rule 61B-23.0027(3)(e)2, limited proxies may be used to elect replacement board members in the case of recall. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given.

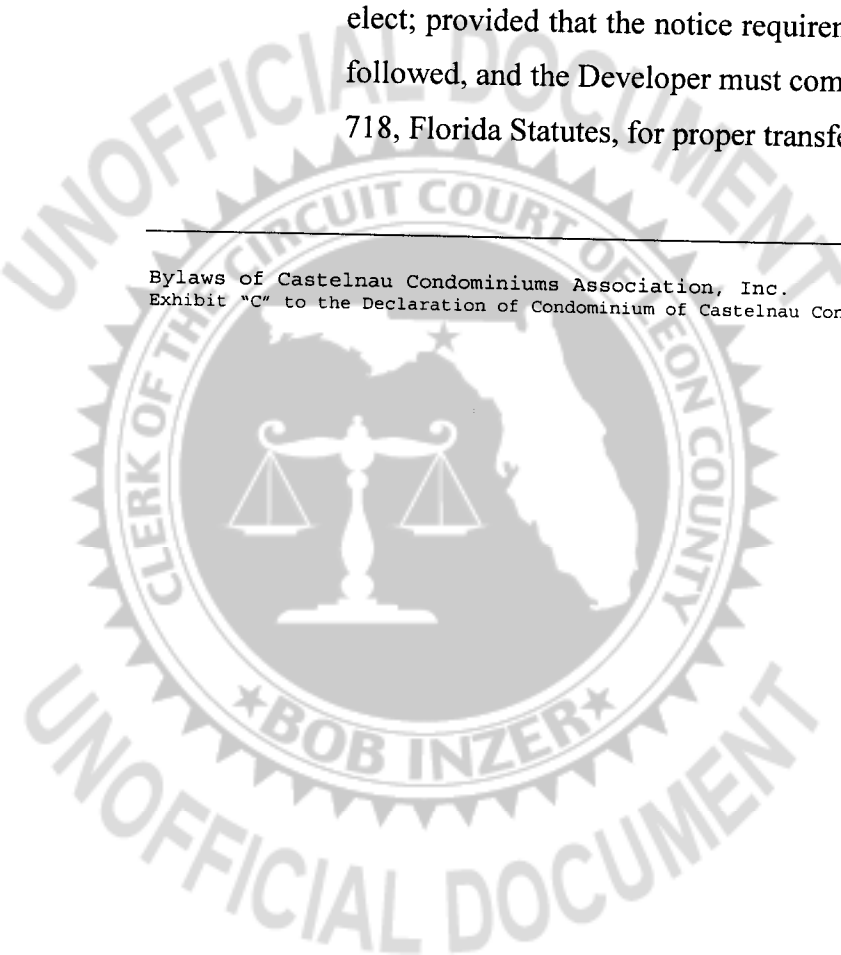
§ 2.3. Restraint Upon Apportionment Of Shares And Assets. Each Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

§ 2.4. Transfer Of Control Of Association. Association control shall be transferred as follows:

- (a) Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the board of directors of the Association when the Owners other than the Developer own 15 percent or more of the Units in the Condominium that will be operated ultimately by the Association.
- (b) Owners other than the Developer shall be entitled to elect not less than a majority of the members of the board of directors of the Association:
  - (1) Three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
  - (2) Three months after ninety (90%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;
  - (3) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;



- (4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;
- (5) Seven (7) years after recordation of this Declaration;
- (c) The Developer is entitled to elect at least one (1) member of the board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five (5) percent of the Units in the Condominium operated by the Association.
- (d) 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 Owner except for purposes of reacquiring control of the Association or selecting the majority members of the board of directors.
- (e) Within 75 days after the unit owners other than the developer are entitled to elect a member or members of the board, the association shall call, and give not less than 60 days notice of an election for the members of the board. The election shall proceed as provided in § 718.112 (2)(d). The notice may be given by any Unit Owner if the association fails to do so. Upon election of the first Unit Owner other than the developer to the board, the developer shall forward to the division the name and mailing address of the unit owner board member.
- (f) Nothing in this section shall be construed so as to preclude the Developer from relinquishing control of the board of directors at any time the Developer may so elect; provided that the notice requirements required by § 718.112(2)(d)3 shall be followed, and the Developer must comply with the procedures set forth in Chapter 718, Florida Statutes, for proper transfer of control of the association.



§ 2.5. Developer Approval of Actions. For so long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- (a) Assessment of the Developer as the Owner of Units for capital improvements; and,
- (b) Any action by the Association that would be detrimental to the sale of Units by the Developer. However, an increase in assessments for common expenses without discrimination against the developer shall not be deemed to be detrimental to the sales of units.

**ARTICLE III**  
**MEMBERS MEETINGS**

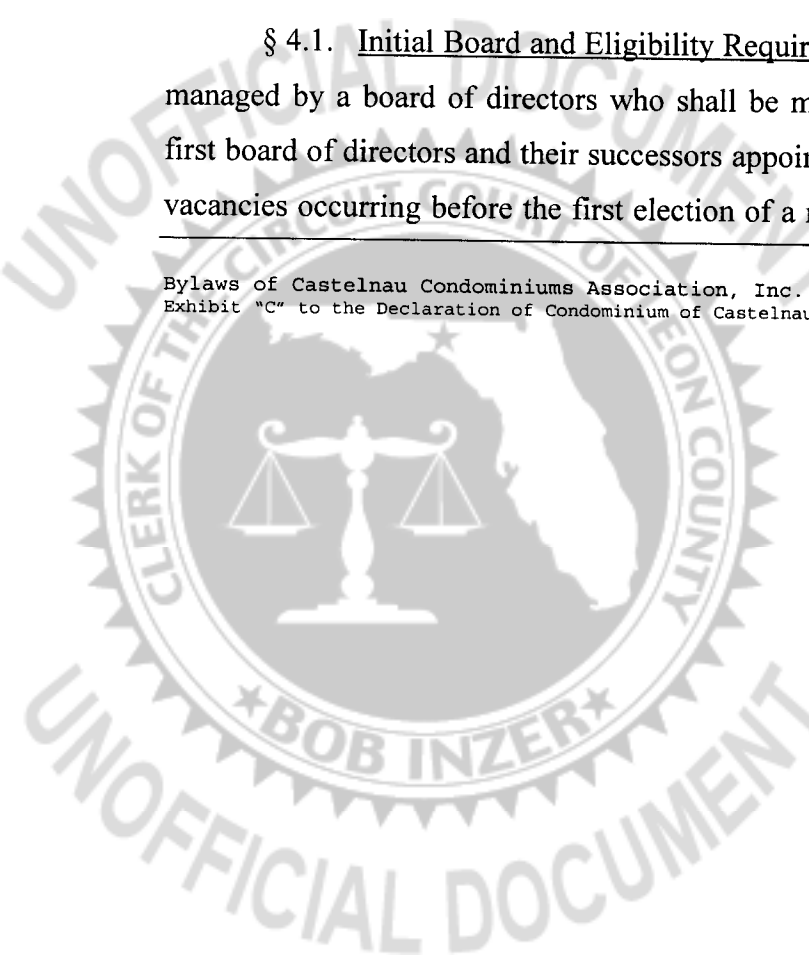
§ 3.1. Time. The annual members' meeting shall be held at such time, place and date as may be designated by the board of directors, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members.

§ 3.2. Other Members' Meeting Provisions. Notice, quorums, proxies, and special meetings shall be in accordance with § 718.112, Florida Statutes, and any other applicable provision of Chapter 718.

§ 3.3. Order of Business. The order of business and conduct at annual members' meetings and, as far as practicable at all other members' meetings, shall be in substantial conformity with normal customary corporate meeting procedure, to the extent reasonably possible. Pursuant to Rule 61B-23.0021(10)(a), the first order of business shall be the collection of election ballots.

**ARTICLE IV**  
**DIRECTORS**

§ 4.1. Initial Board and Eligibility Requirements. The affairs of the Association shall be managed by a board of directors who shall be members of the Association, excepting that the first board of directors and their successors appointed by the remaining directors (in the event of vacancies occurring before the first election of a majority of directors by members) need not be



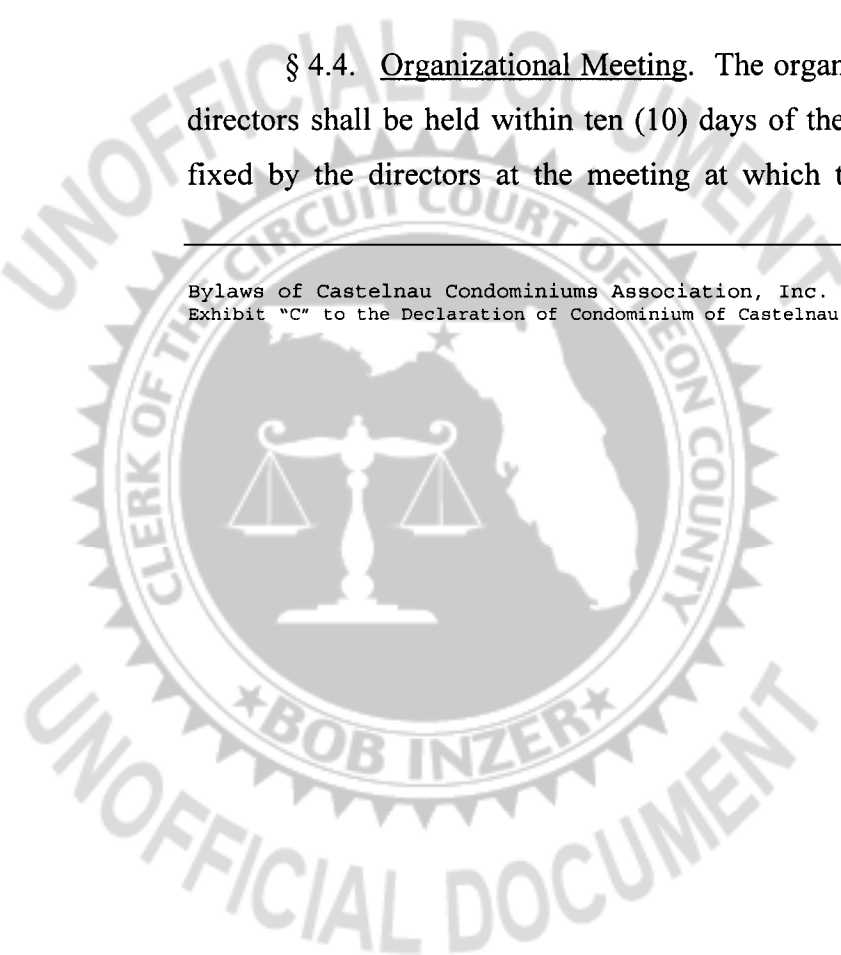
members. The initial board of directors shall consist of three (3) directors, and thereafter the membership of the board shall consist of not less than three (3) nor more than seven (7) directors. Within these limits, the board of directors may from time to time increase or decrease the number of persons to serve on the board, except that the board shall always contain an odd number of members. Where units are owned by corporations, the officers, directors, employees or other appointed representatives of said corporations shall be eligible to serve on the board of directors of the Association on behalf of the corporation.

A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for board membership. The validity of an action by the board is not affected if it is later determined that a member of the board is ineligible for board membership due to having been convicted of a felony.

§ 4.2. Elections. Election of directors shall be conducted in accordance with § 718.112(2)(d)(3). Vacancies on the board of directors may be filled by majority of the remaining directors, even though a quorum may not exist. A director appointed to fill a vacancy in office shall serve the remainder of the term of the office to which he is appointed. The directors named in the Articles of Incorporation shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the remaining directors. In the event there are no remaining directors then any such vacancies shall be filled by the Developer. Owners of Units other than the Developer will be entitled to elect members of the board of directors as provided in § 2.4 above, Transfer of Control of Association.

§ 4.3. Term of Election. Members of the board of directors who are elected by Owners other than the Developer at the annual meeting of members shall serve for one (1) year until the next annual meeting of the members and thereafter, unless and until his successor is duly elected or qualified or until he is removed in the manner elsewhere provided.

§ 4.4. 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 or at a time and place so



announced at said meeting. Notice of the organizational meeting shall be given in the same manner as set forth in § 4.5 below.

§ 4.5. Time for 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 in accordance with § 718.112(2)(c), Fla. Stat.

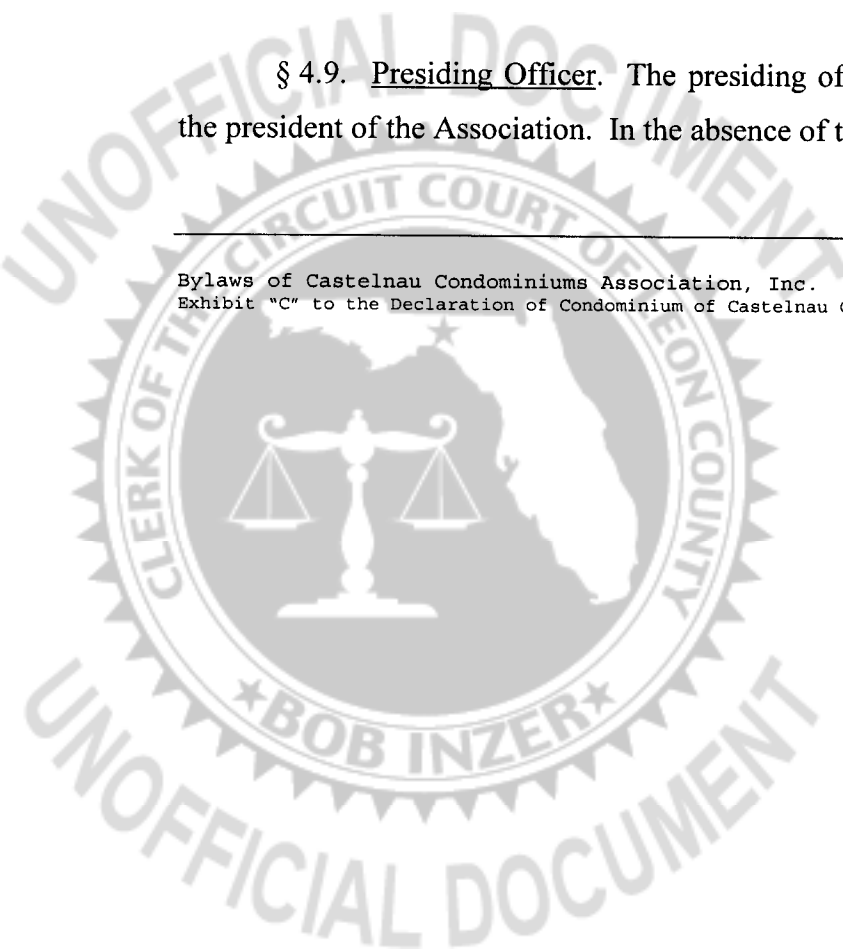
§ 4.6. Calling Special Meetings. Special meetings of the directors may be called by the president and must be called by the secretary at the written request of one-third (1/3) of the votes of the board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place, purpose of the meeting, and shall specifically incorporate an identification of agenda items.

§ 718.112(2)(e) and (j), Florida Statutes, contain provisions for calling special meetings regarding budget adoption and recall of board members. See the full statutory text for more detail regarding the calling of these special meetings.

§ 4.7. Waiver of Notice. A director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Any directors attendance at a meeting shall constitute a waiver of the notice of that meeting.

§ 4.8. Quorum. A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire board. The acts of the board approved by a majority of votes present shall constitute the acts of the board of directors. 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. At the adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

§ 4.9. Presiding Officer. The presiding officer at board of directors' meetings shall be the president of the Association. In the absence of the president the vice-president shall preside.





§ 4.10. Directors' Fees. Directors' fees, if any, shall be determined by the members of the Association; provided that all changes to compensation or fees must be ratified by an affirmative vote of a majority of the voting interest of the Condominium. No director shall receive a fee prior to the election of a majority of the members of the board of directors by Owners other than the Developer.

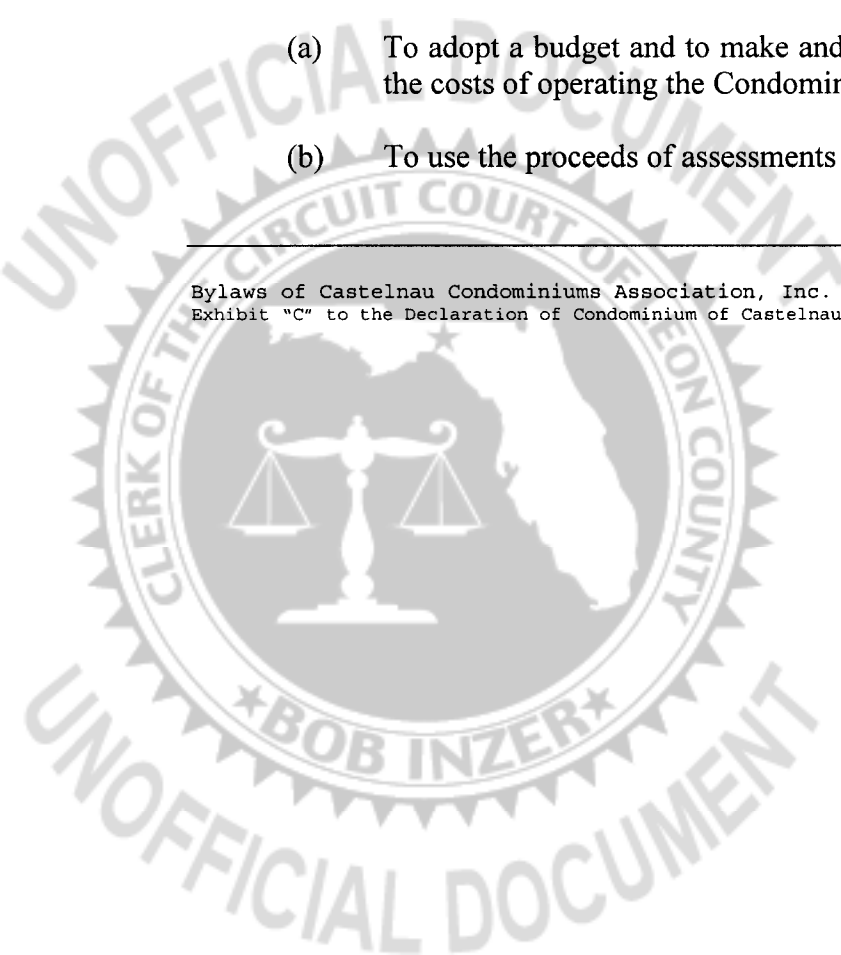
§ 4.11. Removal of Directors. Owner directors may be removed from the board of directors pursuant to Section 718.112(2)(j), Florida Statutes, and any other pertinent provisions of the Condominium Act.

§ 4.12. Removal by Developer. Anything to the contrary contained herein notwithstanding, any director who is appointed by the Developer may be removed by the Developer at any time. Upon such removal, the Developer shall immediately appoint a replacement director and notify the remaining directors, if any, of such removal and appointment. Provided that, when both a developer and other unit owners are entitled to representation on a board of administration pursuant to Section 718.301, Florida Statutes, or Rule 61B-23.003, Florida Administrative Code, then the provisions of 61B-23.0026(1) shall be followed for the recall and replacement of the board members elected or appointed by the Developer.

<p><b>ARTICLE V</b>  <b>POWERS AND DUTIES OF THE BOARD OF DIRECTORS</b></p>
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§ 5.1. Exercise. All of the powers and duties of the Association shall be exercised by the board of directors including those existing under the common law, statutes, the Articles and the Condominium Documents. Such powers and duties of the directors shall be exercised in provisions accordance with the provisions of the Declaration which governs the use of the land, and shall include, but not be limited to, the following:

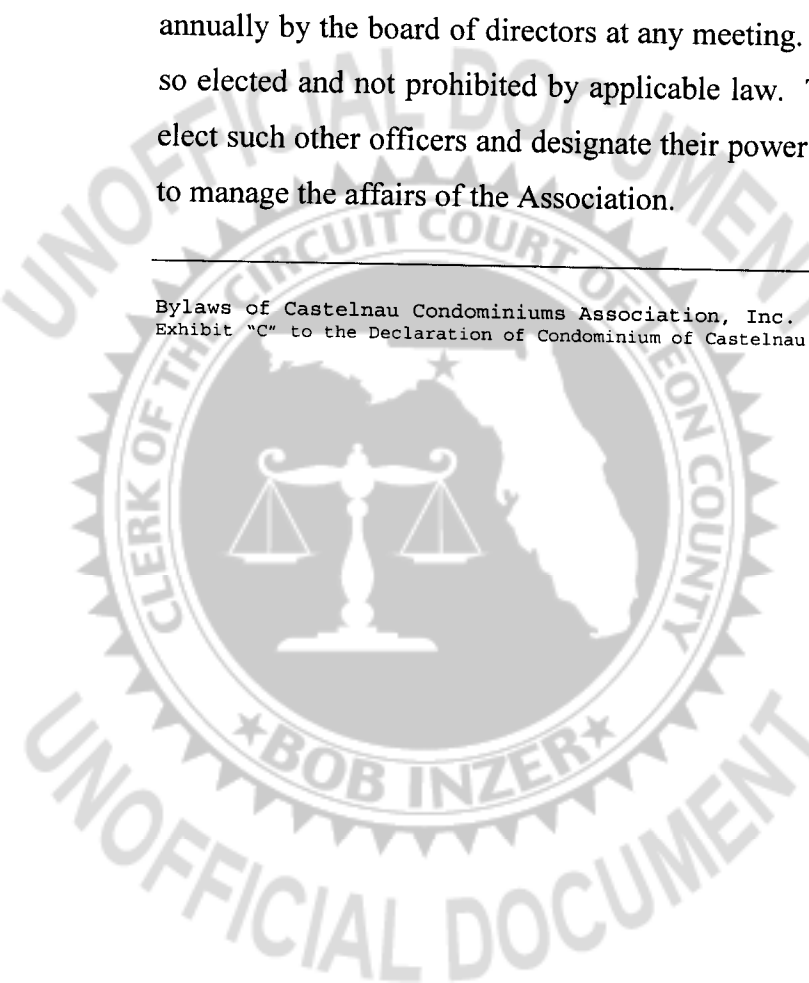
- (a) To adopt a budget and to make and collect assessments against Owners to defray the costs of operating the Condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.



- (c) To maintain, manage, repair, replace and operate the Condominium property, including but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Condominium property.
- (d) To reconstruct improvements after casualty and to construct further improvements to the Condominium property.
- (e) To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property. Such rules and regulations may be promulgated by the board of directors at any duly noticed meeting of the board or of the members.
- (f) To enforce by legal means the provisions of the Condominium Documents, the Articles, these Bylaws, and the Condominium Rules and Regulations.
- (g) To contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents or applicable law to have approval of the board of directors or members of the Association.
- (h) To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to Owners of individual Units.
- (i) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including but not limited to accountants and attorneys.
- (j) To bond any or all employees, officers and directors of the Association, for which the Association shall bear the costs.
- (k) To maintain all books and records concerning the Condominium including, but not limited to, the maintenance of a complete list of the names and addresses of all Owners of Units.

**ARTICLE VI**  
**OFFICERS**

§ 6.1. Executive Officers. The executive officers of the corporation shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be directors who shall be elected annually by the board of directors at any meeting. The same person may hold multiple offices if so elected and not prohibited by applicable law. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board determines necessary to manage the affairs of the Association.



§ 6.2. Chief Executive. The president shall be the chief executive of the Association. He shall have all of the powers and duties which are usually vested in the office of president including, but not limited to, the power of appointing committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

§ 6.3. Exercise of Powers by Vice President. The vice-president shall, in the absence of or disability of the president, exercise the powers and duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

§ 6.4. Duties of the Secretary. The secretary shall keep the minutes of the proceedings of the directors and the members in a book available for inspection by the directors or members, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall have custody of all property of the Association, including financial records, funds, securities and evidences of the indebtedness. He shall keep the financial records of the Association and shall keep the assessment rolls, the accounts of the members, and the books of the Association in accordance with generally accepted accounting practices. He 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.

§ 6.5. Compensation. The compensation of all employees of the Association shall be fixed by the directors; provided that all changes to compensation must be ratified by a affirmative vote of a majority of the voting interest of the Condominium.



<p><b>ARTICLE VII</b>  <b>ASSESSMENTS AND FISCAL MANAGEMENT</b></p>
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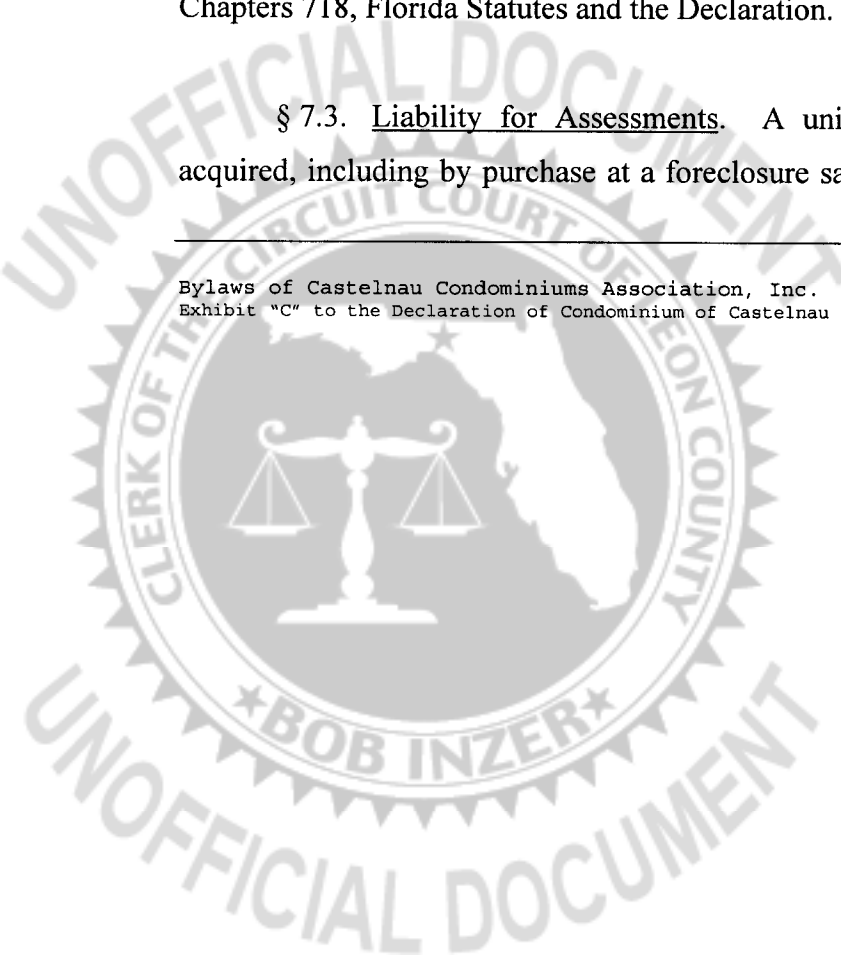
§ 7.1. Amount of Assessments. The Developer has set the amount of the assessments for the initial fiscal year, as shown by the initial budget. As set forth in the Declaration, the terms of the Developer excusal and guarantee regarding assessments are incorporation herein.

The initial fiscal year expires on DECEMBER 31, 2006. Thereafter, the board of directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium and in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The board of directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium. Funds for the payment of Common Expenses shall be assessed against the members in the proportions of percentages of sharing Common Expenses, as provided in the Declaration.

§ 7.2. Regular Collection of Assessments. Assessments for Units shall become due and payable in advance on a QUARTERLY BASIS.

Assessments shall be considered delinquent if payment has not been received on or before the FIFTEENTH (15<sup>th</sup>) day after the due date, unless otherwise ordered by the board of directors. Special assessments, should such be required by the board of directors, shall be levied in the same manner as provided for regular assessments, and shall be payable in the manner determined by the board of directors. If a member shall be in default in the payment of any assessment due on his Unit, the Association shall have all collection rights available to it under Chapters 718, Florida Statutes and the Declaration.

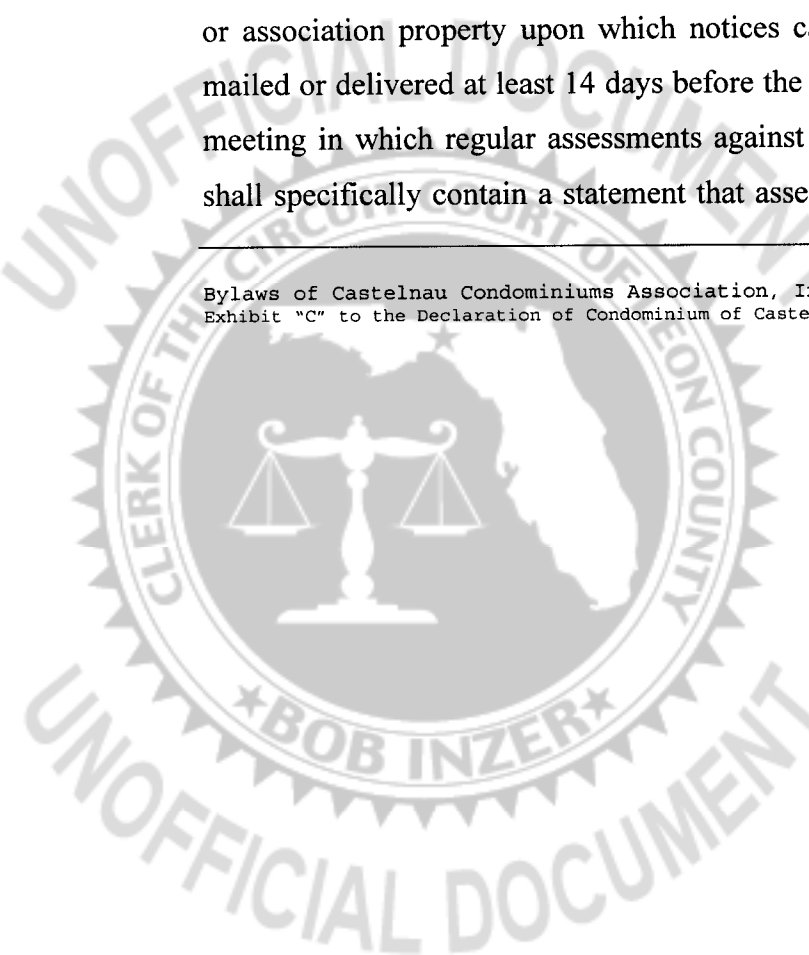
§ 7.3. Liability for Assessments. A unit owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable



for all assessments which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

§ 7.4. Collection Records. The Association shall maintain adequate records of collection of assessments, either by computer, on paper ledgers, or both. Any member shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

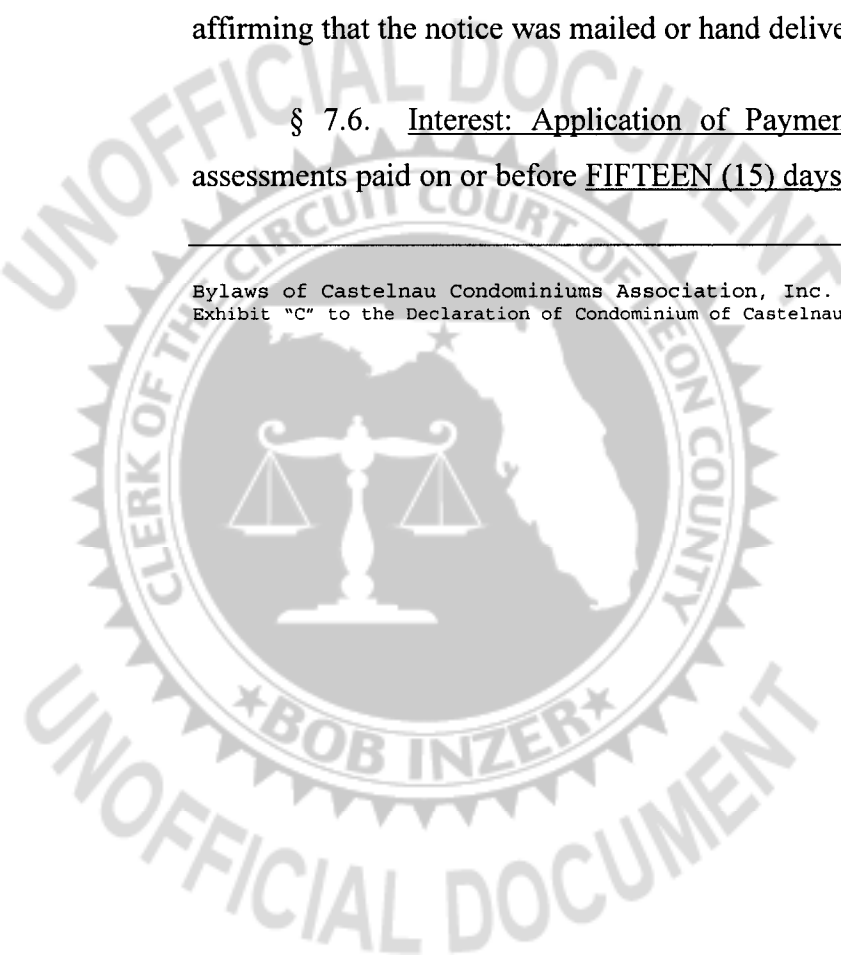
§ 7.5. Notice. Notice of any meeting, whether a meeting of the board of directors or of the members of the Association, at which assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments. 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. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed or delivered 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 person providing the notice and filed among the official records of the association. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of board meetings shall be posted. If there is no condominium property or association property upon which notices can be posted, notice of board meetings shall be mailed or delivered at least 14 days before the meeting to the owner of each unit. 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 assessments. Meetings of a committee to take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to the provisions of this section, unless those meetings are otherwise exempted from this section by these bylaws. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the unit owners is inapplicable to meetings between the board or a committee and the association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.

Notice of unit owner meetings, including annual meetings, must be by written notice, which notice must include an agenda, shall be mailed or hand delivered to each unit owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least 14 days preceding the annual meeting. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of unit owner meetings shall be posted; however, if there is no condominium property or association property upon which notices can be posted, this requirement does not apply. Unless a unit owner waives in writing the right to receive notice of the annual meeting, such notice shall be hand delivered or mailed to each unit owner. Notice for meetings and notice for all other purposes shall be mailed to each unit owner at the address last furnished to the association by the unit owner, or hand delivered to each unit owner. However, if a unit is owned by more than one person, the association shall provide notice, for meetings and all other purposes, to that one address which the developer initially identifies for that purpose and thereafter as one or more of the owners of the unit shall so advise the association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the association, or the manager or other person providing notice of the association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the association affirming that the notice was mailed or hand delivered, in accordance with this provision.

§ 7.6. Interest: Application of Payments. Assessments and installments on such assessments paid on or before FIFTEEN (15) days after the date when due shall not bear interest,

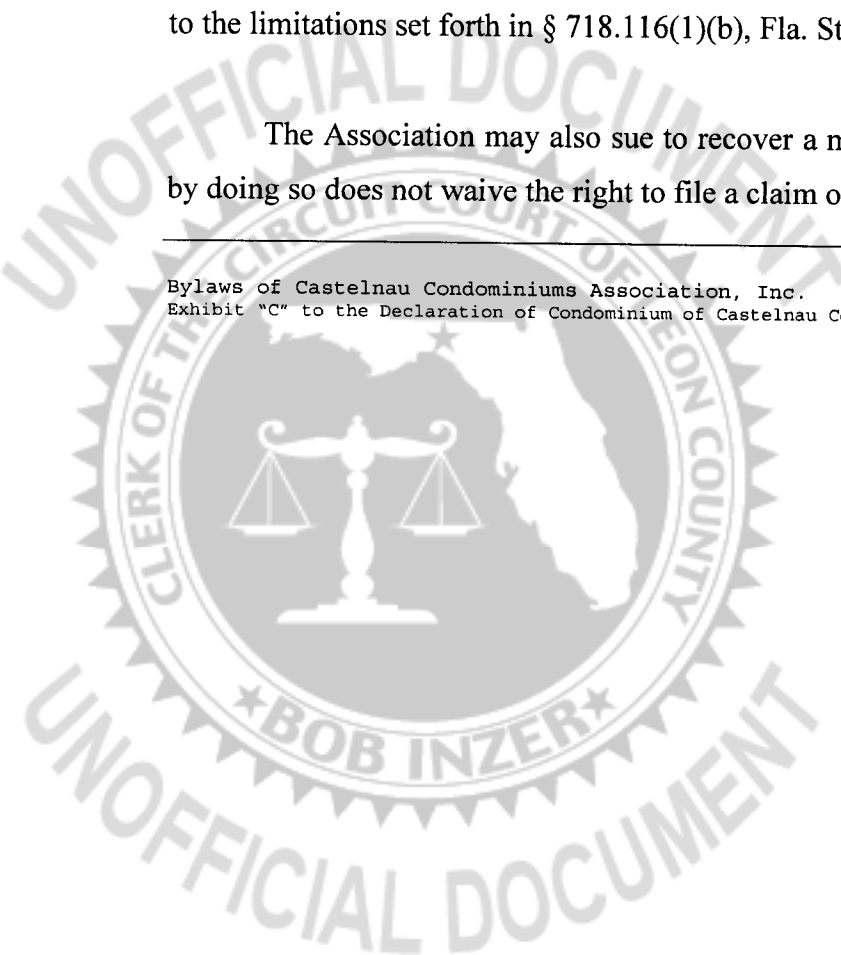


but all sums not paid on or before FIFTEEN (15) days after the due date shall bear interest at the rate of EIGHTEEN PERCENT (18.0%) from the due date until paid. A late charge equal to the greater of \$25.00 or 5% of the delinquent payment shall also be due on delinquent accounts. All payments on accounts shall be first applied to any interest that has accrued, then to any late charge, then to any costs and reasonable attorney and paralegal fees incurred in collection, and then to the assessment payment first due. The board of directors shall have the discretion to increase or decrease the amount of late charge and/or interest rate within the limits imposed by law; provided, however, that such increase or decrease shall be made effective by amending the Condominium Rules and Regulations and by utilizing the same notice procedures and requirements as used for meetings at which assessments will be considered (see § 7.5 above).

§ 7.7. Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, which lien shall also secure any interest, and all reasonable attorneys' fees and costs incurred by the Association incident to the collection process, whether or not legal proceedings are initiated. The lien procedures shall be according to Chapter 718, Florida Statutes, and other applicable Florida law. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at such party's expense.

All liens for unpaid assessments shall be subordinate to any mortgage recorded prior to the date of recording the Claim of lien, and all such liens 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; provided however, that pursuant to Section 718.116(1), Florida Statutes, in the event a Mortgagee shall obtain title to a Condominium Parcel as a result of the foreclosure of its mortgage, or in the event such Mortgagee shall obtain title to a Condominium Parcel as the result of a conveyance in lieu of foreclosure of its mortgage, such Mortgagee shall be liable for the unpaid Common Expenses and assessments that became due prior to the Mortgagee's acquisition of title, subject to the limitations set forth in § 718.116(1)(b), Fla. Stat.

The Association may also sue to recover a money judgment for unpaid assessments, and by doing so does not waive the right to file a claim of lien against the Condominium Parcel.



§ 7.8. No Withholding of Assessments. No Owner may withhold payment of any regular assessment or special assessment or any portion thereof because of any dispute which may exist between that Owner and the Association, the directors of the Association, the Management Company or the Developer or among any of them but, rather, each Owner shall pay all assessments when due pending resolution of any dispute.

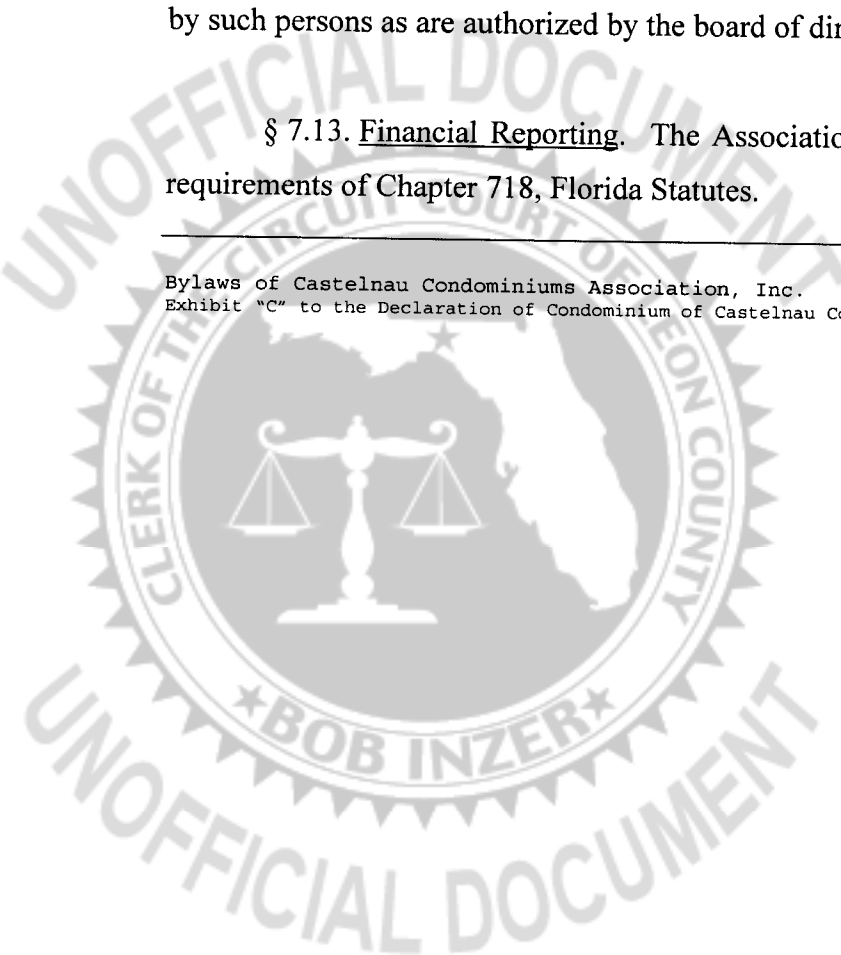
§ 7.9. Mortgagee Notice of Delinquent Assessments. Any Mortgagee, upon written request to the Association (such request to state the name and address of such Mortgagee and the Unit number at issue), will be entitled to timely written notice of any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such Mortgagee where such delinquency has continued for a period of sixty (60) days.

§ 7.10. Refunds Of Common Surplus. If the Association shall refund all or a portion of any Common Surplus to the Owners for any fiscal year in which the Developer paid any assessment, such refund shall be prorated as of the date of closing of any sale of a Unit upon which the sale was closed by the Developer during such year, and the prorated amount allocable to the period of time of the Developer's ownership shall be refunded directly to the Developer by the Association.

§ 7.11. Certificate. Any Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which it has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

§ 7.12. Depository. The depository of the Association shall be such bank or other institution permitted by applicable law, as shall be designated from time to time by the board of directors and from which the monies in such accounts shall be withdrawn only by checks signed by such persons as are authorized by the board of directors.

§ 7.13. Financial Reporting. The Association shall comply with the financial reporting requirements of Chapter 718, Florida Statutes.





**ARTICLE VIII**  
Budgets

§ 8.1. Budget. The board of directors shall adopt a budget for each fiscal year. The first budget adopted by the board shall take effect after the expiration of the initial budget made by the Developer when the Condominium was created.

The initial budget expires on DECEMBER 31, 2006. Therefore, the first budget adopted by the board shall take effect on JANUARY 1, 2007.

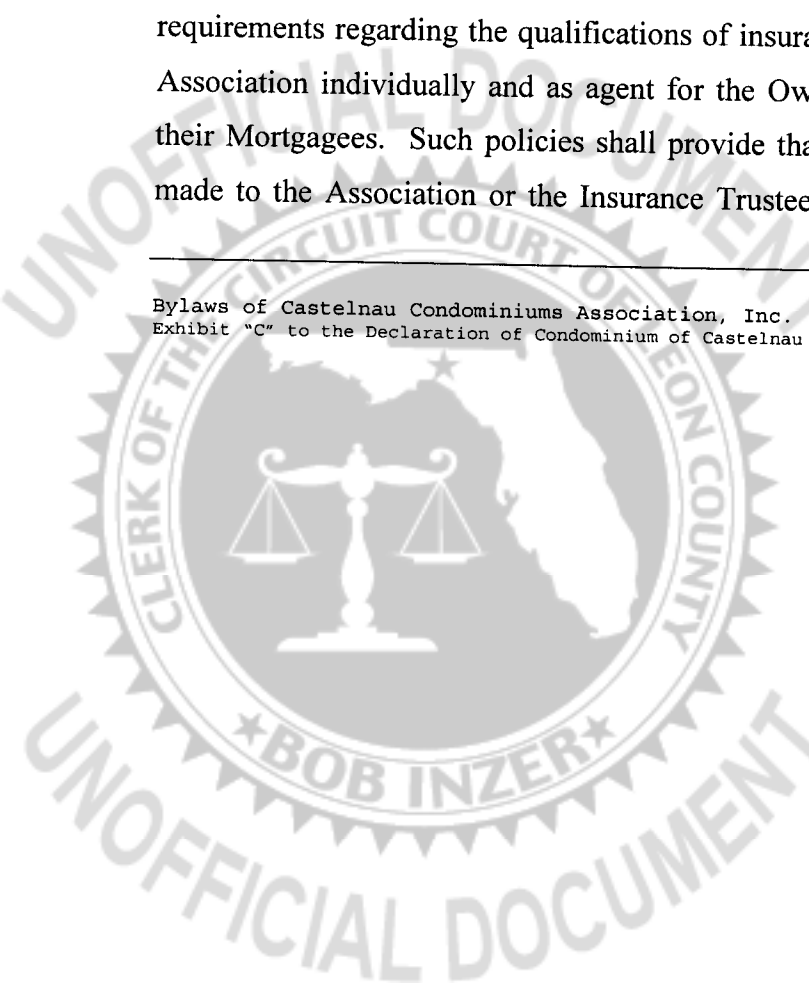
All subsequent budgets shall be in substantially similar form to the initial budget, and shall meet the requirements of Chapter 718, Florida Statutes.

§ 8.2. Budget Proposals. Budget proposals, limitations, requirements, and meetings regarding budgets shall be in accordance with § 718.112(2)(e) and (f).

**ARTICLE IX**  
INSURANCE

The insurance other than title insurance, if any, that shall be carried upon the Condominium Property shall be governed by the following provisions:

§ 9.1. Authority To Purchase Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association from a fiscally responsible company authorized to do business in the State of Florida. In selecting an insurance carrier, the Association shall refer to and comply with the criteria set forth in the FNMA Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide for specific requirements regarding the qualifications of insurance carriers. The named insured shall be the Association individually and as agent for the Owners, without naming them, and as agent for their Mortgagees. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the Insurance Trustee designated below, and all policies and their

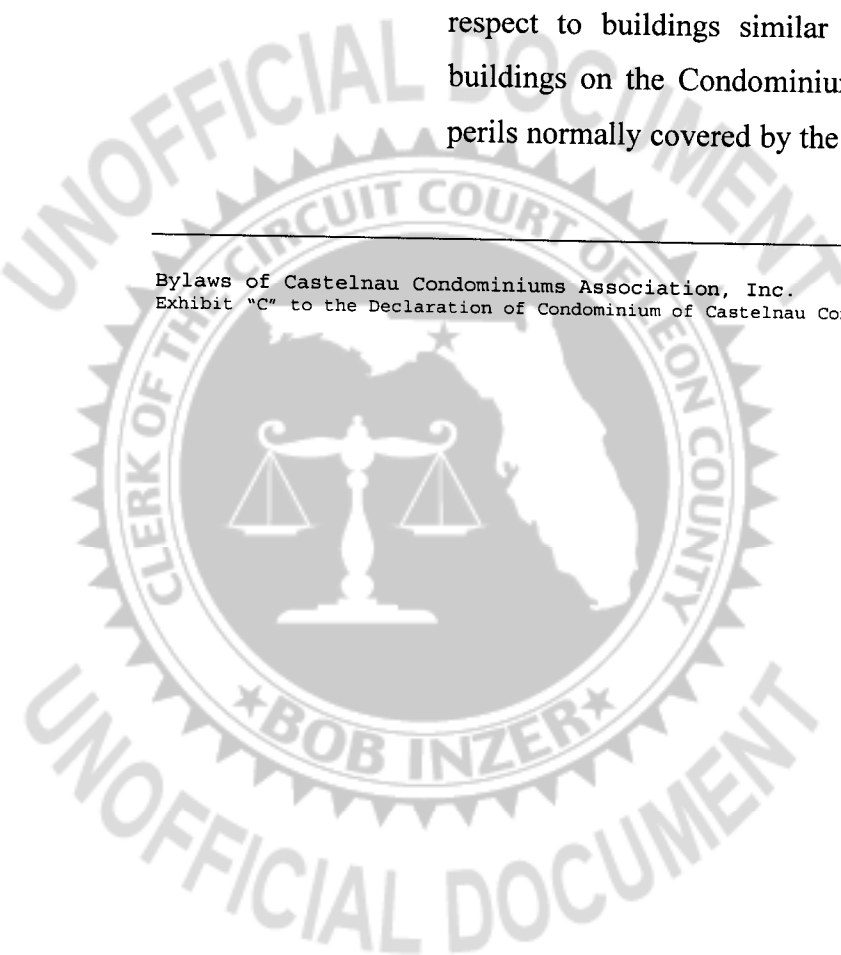


endorsements shall be deposited with the Association or the Insurance Trustee. Such policies shall also include a "condominium endorsement" which shall provide for recognition on any insurance trust agreement, waiver of the right of subrogation against Owners individually, that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively and that the policy is primary in the event the Owners have other insurance covering the same loss. Such policies shall also include, to the extent available and commonly required by prudent institutional mortgage investors in the area, an "Agreed Amount Endorsement", "Inflation Guard Endorsement" and/or "Demolition or Building Code Endorsement".

§ 9.2. Personal Property Of Owners. If desired, each Owner shall obtain insurance coverage upon his personal property at his own expense, and such insurance shall not be the responsibility of the Association.

§ 9.3. Terms of Coverage. The terms of the insurance coverage shall be as follows:

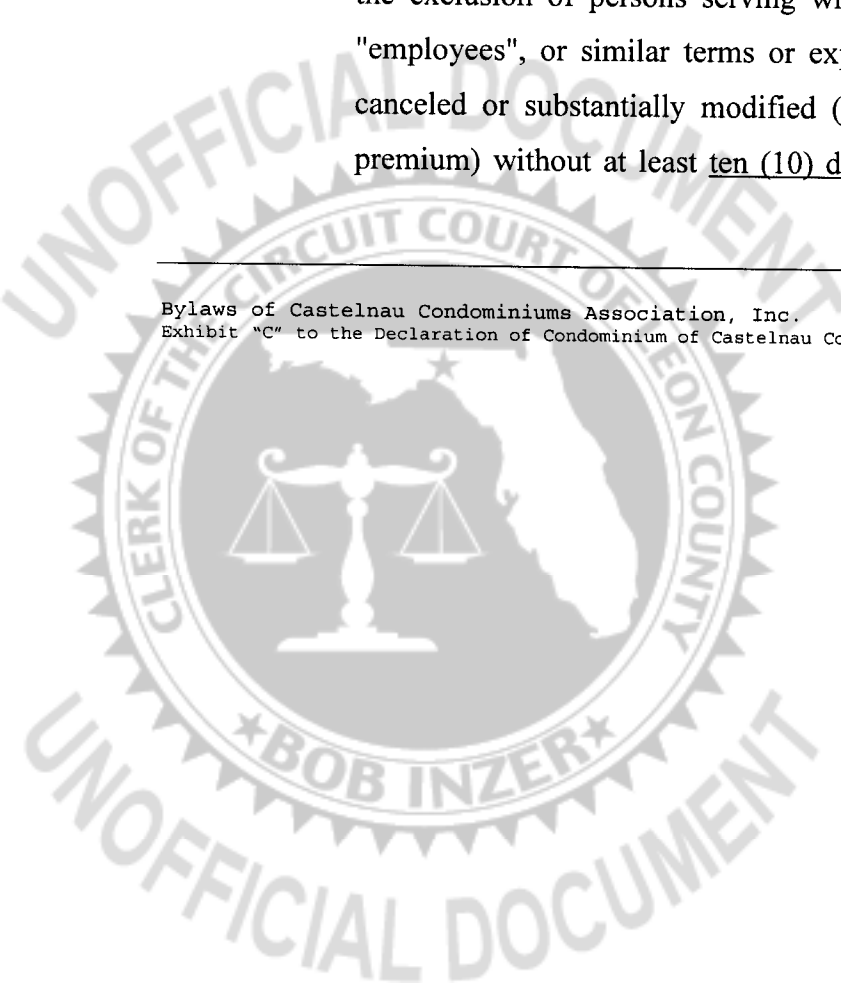
- (a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to one hundred percent (100%) of the current replacement cost, exclusive of land, foundation and excavation costs, and all other items normally excluded from coverage, and all personal property owned by the Association shall be insured for its current replacement cost, all as shall be determined from time to time by the board of directors of the Association. Coverage shall afford protection against:
- (1) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement;
  - (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the Condominium Property, including floods and all other perils normally covered by the standard "all risk" endorsement where such



is available, including, but not limited to, vandalism and malicious mischief.

- (b) **Public Liability.** Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the board of directors of the Association from time to time. Wherever and whenever it is possible and economically feasible to do so, the board of directors shall attempt to obtain adequate insurance protection in reasonably prudent coverages. Except as required herein, nothing in this Declaration shall be construed to require the board of directors to obtain such coverage as a condition precedent to the Association conducting business.
- (c) **Worker's Compensation.** Workers compensation insurance shall be carried to the extent necessary to meet the requirements of law.
- (d) **Fidelity Bond.** Fidelity insurance coverage shall be carried in the name of the Association for all officers, directors and employees of the Association and all other persons handling or responsible for funds of the Association.

The total amount of fidelity bond coverage required shall be in the amount required for each such officer, director or employee as required by Chapter 718, or in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or Management Company, as the case may be, at any given time during the term of each bond, whichever is greater, but in no event may the aggregate amount of such bonds be less than a sum equal to three months' aggregate assessments on all Units plus reserve funds. The fidelity bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The fidelity bonds shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association.



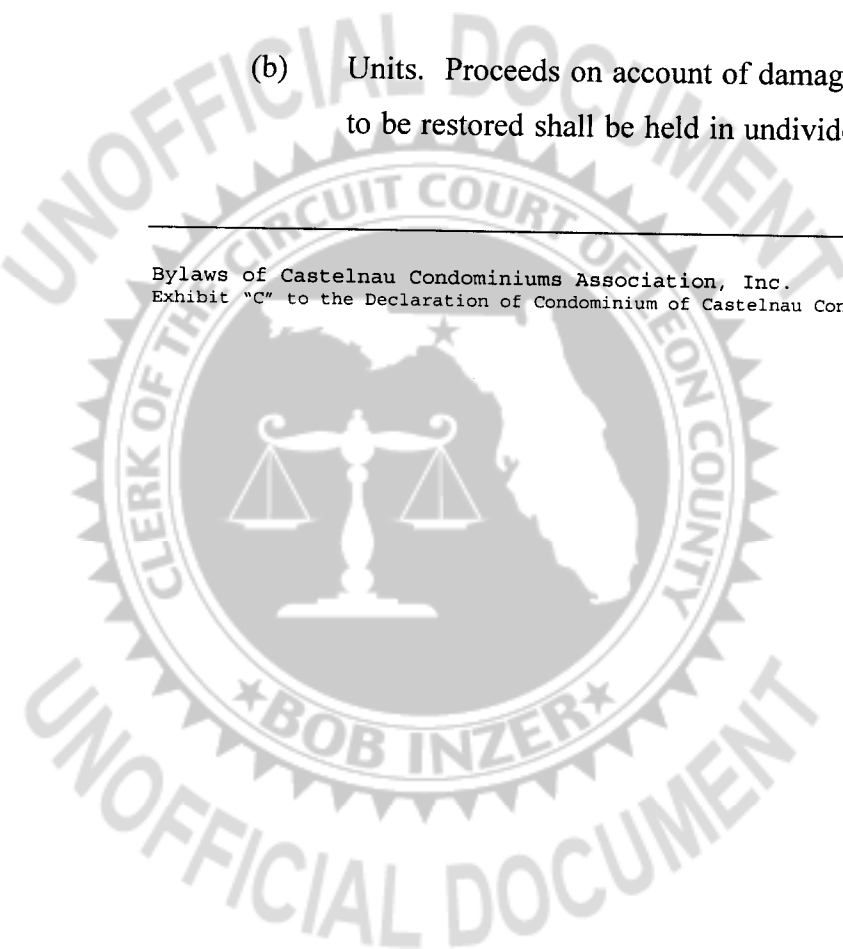
Such bonds must also provide that any FNMA servicer, on behalf of FNMA, must also receive such notice of cancellation or modification.

- (e) Other. Such other insurance may be carried as the board of directors of the Association shall determine from time to time to be desirable.

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

§ 9.5. Insurance Trustee: Share Of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and any Mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association or to a named Insurance Trustee (the "Insurance Trustee") if the board of directors shall so elect. All references to an Insurance Trustee herein shall apply to the Association if the board of directors elects not to appoint an Insurance Trustee. Any Insurance Trustee appointed by the board of directors shall be a commercial bank with trust powers authorized to do business in Florida or another entity acceptable to the board of directors of the Association. The insurance Trustee (other than the Association) shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Owners and any Mortgagees in the following shares; provided, however, that such shares need not be set forth on the records of the Insurance Trustee:

- (a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. Proceeds on account of damage to Common Elements and Limited Common Elements shall be held in undivided shares for each Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to each Unit.
- (b) Units. Proceeds on account of damage to Units when the building or Unit is not to be restored shall be held in undivided shares for each Owner of those Units or



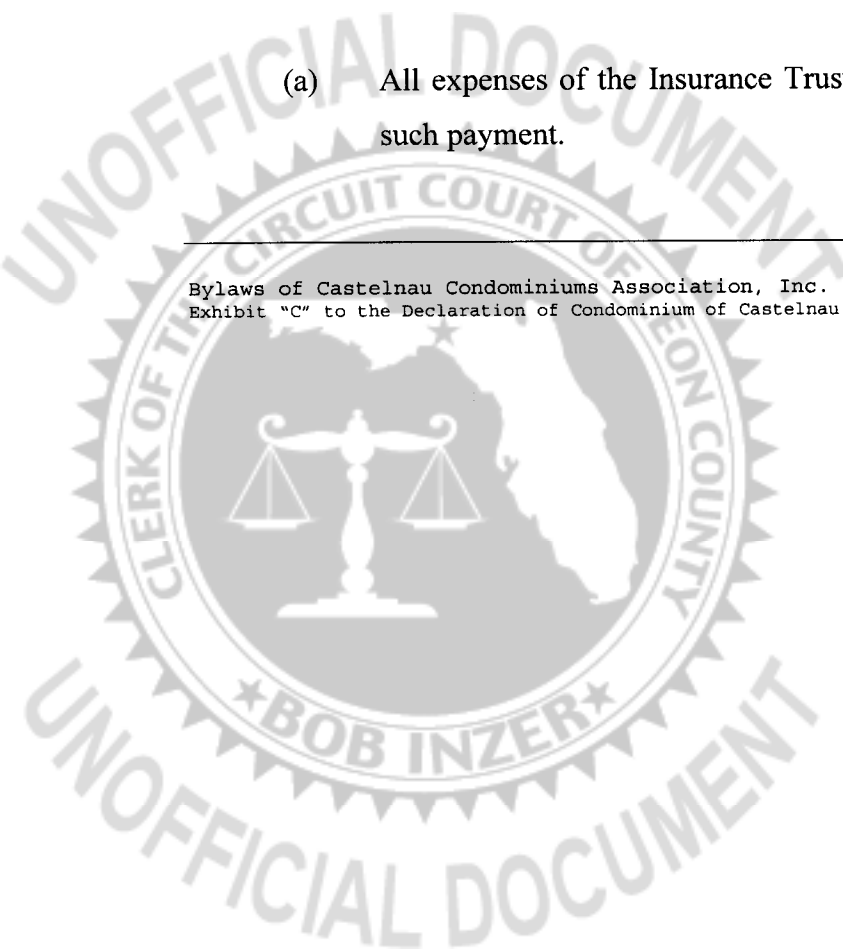
Unit, such share being the same as the undivided share in the Common Elements appurtenant to each Owner's interest.

- (c) Mortgagees. Such insurance policies shall contain the standard mortgage clause or equivalent endorsement (without contribution) which is commonly accepted by private institutional mortgage investors in the area in which the condominium is located and which appropriately names FNMA and FHLMC, if such corporations are Mortgagees. In the event a Mortgagee endorsement has been issued, any share for the Owner shall be held in trust for the Mortgagee and the Owner as their interests may appear; provided, however, that no Mortgagee shall have the right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Owner and Mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the Mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged interest in any of the following events:

- (1) When its mortgage is not in good standing and is in default; or
- (2) When insurance proceeds are insufficient to restore or repair the Unit to the condition existing prior to the loss and additional monies are not available for such purpose.

§ 9.6. Distribution Of Proceeds. Proceeds of insurance policies received by the insurance Trustee shall be distributed to or for the benefit of the beneficial owners of such proceeds in the following manner:

- (a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.



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

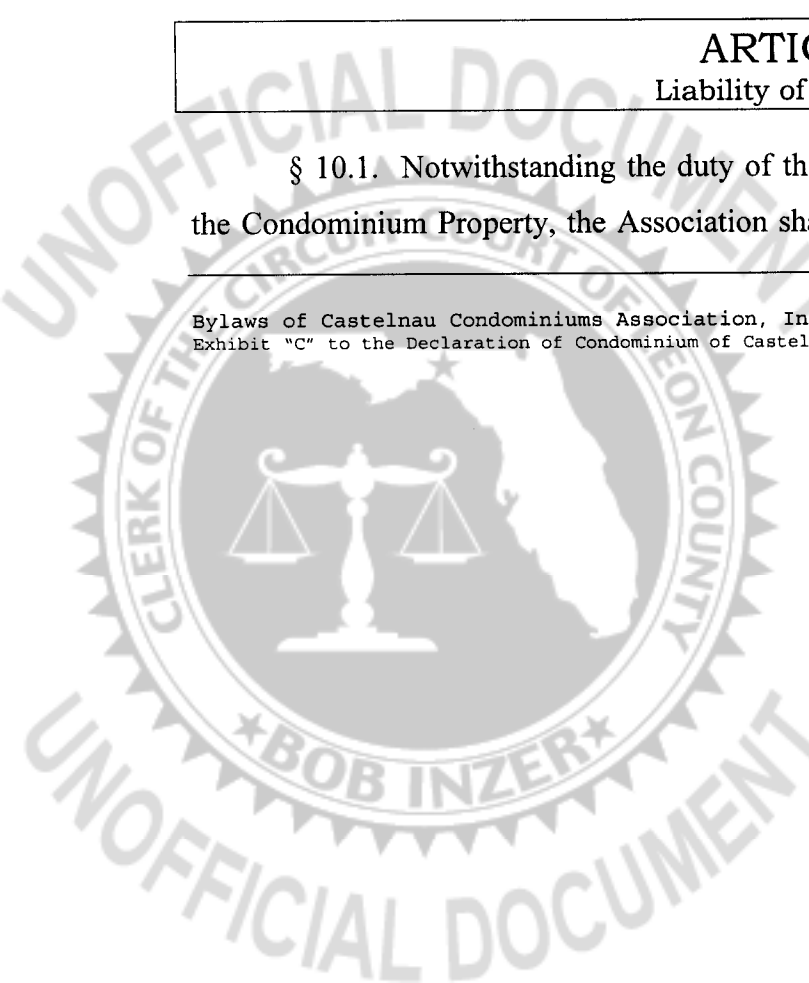
§ 9.7. Association As Agent And Attorney-In-Fact. The Association is hereby irrevocably appointed agent and attorney-in-fact for each Owner to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

§ 9.8. Notice To Owners And Mortgagees. No insurance policy required by these Bylaws, the Declaration, or Chapter 718, may be canceled or substantially modified without at least ten (10) days prior written notice to the Association and each Mortgagee holding a first mortgage and which is listed as a scheduled holder of a first mortgage in the policies. Certificates of insurance shall be issued to each Owner and Mortgagee upon written request therefor.

## ARTICLE X

### Liability of Association

§ 10.1. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Owners for injury or damage

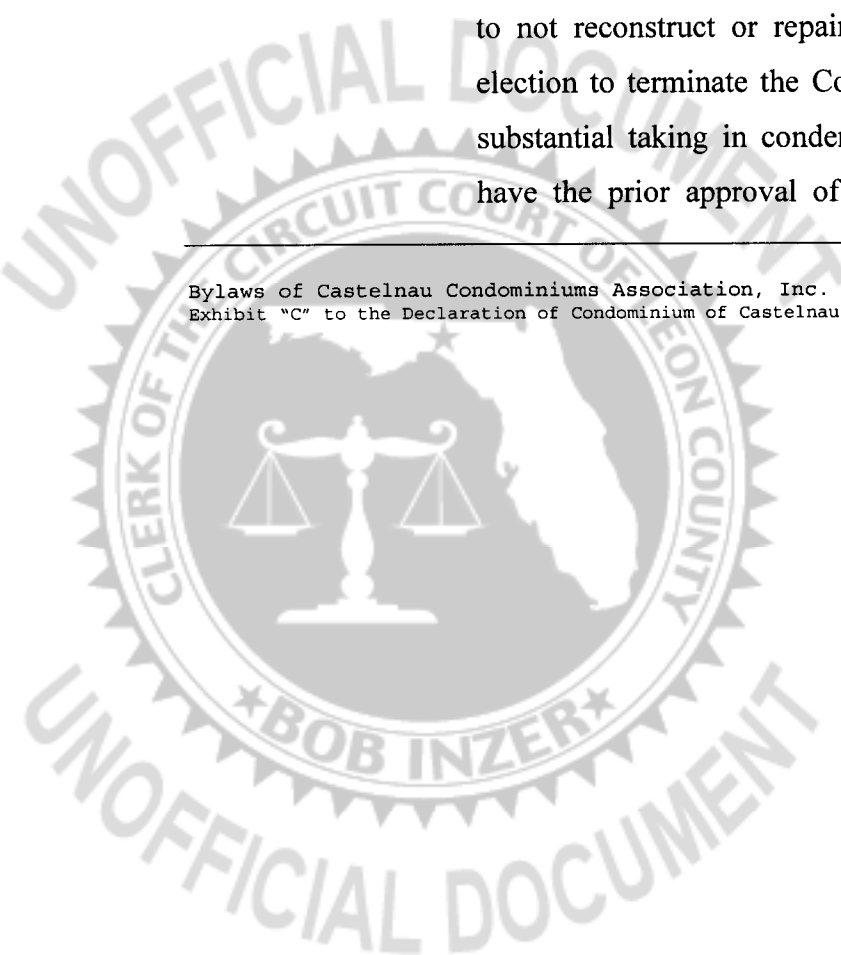


other than for the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other Owners or persons.

<p><b>ARTICLE XI</b>  <b>RECONSTRUCTION OR REPAIR AFTER CASUALTY</b></p>
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§ 11.1. Obligation To Reconstruct Or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- (a) Common Limited Common Elements. If the damaged improvement is a Common Element or a Limited Common Element, then the damaged property shall be reconstructed or repaired unless it is determined that the Condominium shall be terminated because of damage to Units as set forth in paragraph (b) directly below.
- (b) Units:
  - (1) Minor Damage. If the damage is to Units and if less than fifty percent (50%) of the Units are found by the board of directors of the Association to be untenable, the damaged property shall be reconstructed or repaired.
  - (2) Major Damage. If the damage is to Units and if fifty percent (50%) or more of the Units are found by the board of directors of the Association to be untenable, then the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty, the holders of ninety percent (90%) of all of the votes of the Association agree in writing to not reconstruct or repair and to terminate the Condominium. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium Property must have the prior approval of the Mortgagees holding first mortgages on



Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Mortgagees are allocated.

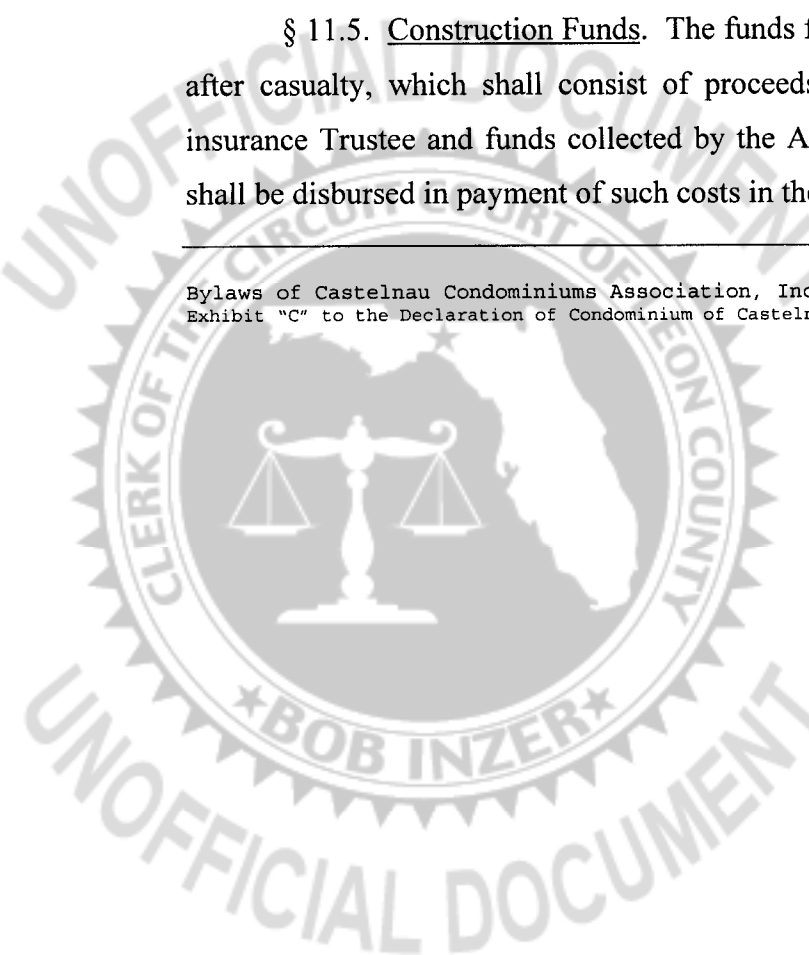
- (c) Certificate. The Insurance Trustee May rely upon a certificate of the Association made by its president and attested by its secretary as to whether or not the damaged property is to be reconstructed or repaired.

§ 11.2. Plans And Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the damaged Property as originally constituted or, in lieu thereof, according to the plans and specifications approved by the board of directors of the Association. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original Condominium plans and specifications unless the approval of the Mortgagees holding first mortgages on Units to which at least fifty one percent (51%) of the votes of Units subject to mortgages held by such Mortgagees are allocated is obtained.

§ 11.3. Estimates Of Cost. Prior to rebuilding or repairing damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

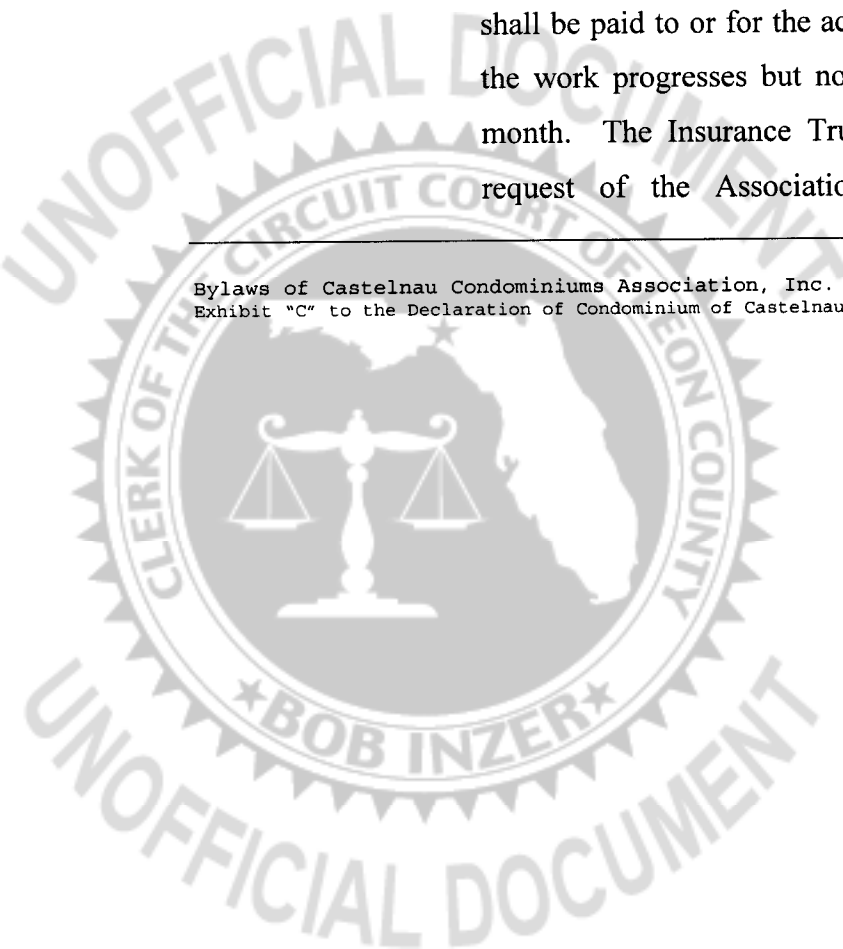
§ 11.4. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association or if at any time during reconstruction and repair or upon completion of reconstruction and repair the funds from insurance for the payment of the costs of reconstruction and repair are insufficient, special assessments shall be made against all Owners in sufficient amounts to provide funds for the payment of such costs. Such special assessments shall be in proportion to the Owners' respective obligations for Common Expenses.

§ 11.5. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or the insurance Trustee and funds collected by the Association through assessments against Owners, shall be disbursed in payment of such costs in the following manner:





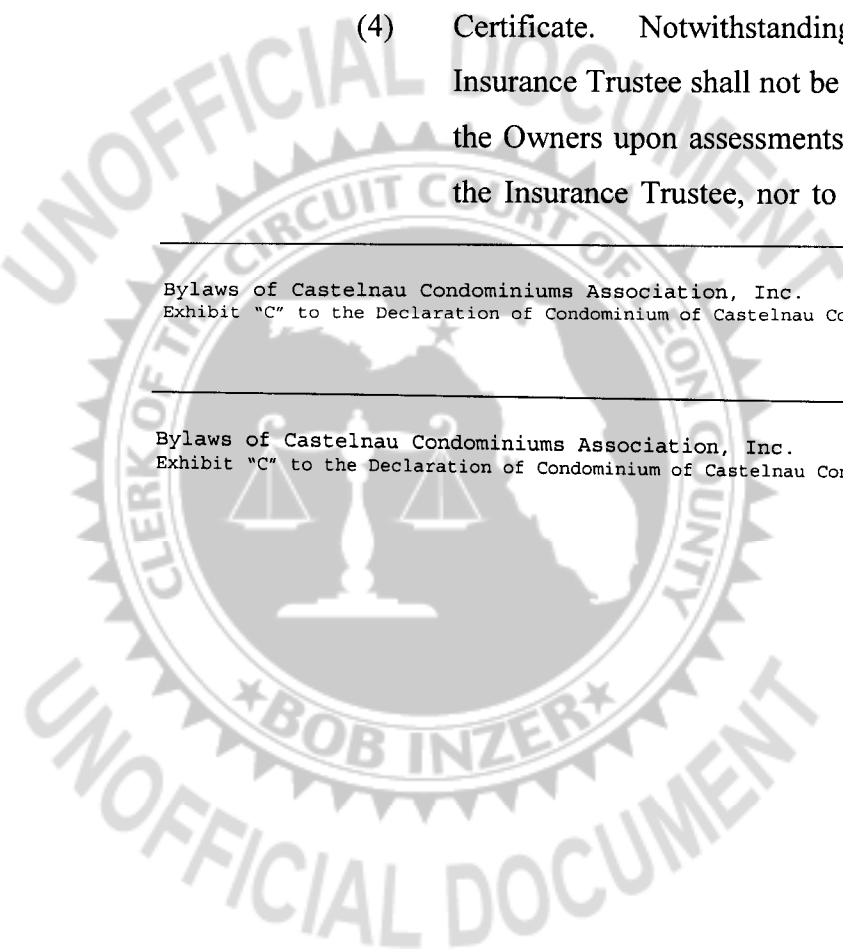
- (a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that are the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee (if other than the Association). In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.
- (b) Insurance Trustee. The proceeds of insurance collected on account of casualty and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
- (1) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the board of directors of the Association; provided however, that upon request by a Mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.
  - (2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that are the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be applied by the Insurance Trustee to the payment of such costs and shall be paid to or for the account of the Association from time to time as the work progresses but not more frequently than once in any calendar month. The Insurance Trustee shall make payments upon the written request of the Association for withdrawal of insurance proceeds,



accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by an officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and any amounts paid prior to the request, and stating that the sum requested does not exceed the value of the services and material described in the certificate; that, except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien upon such work against the Common Elements or any Unit; and that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of insurance proceeds or other funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

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

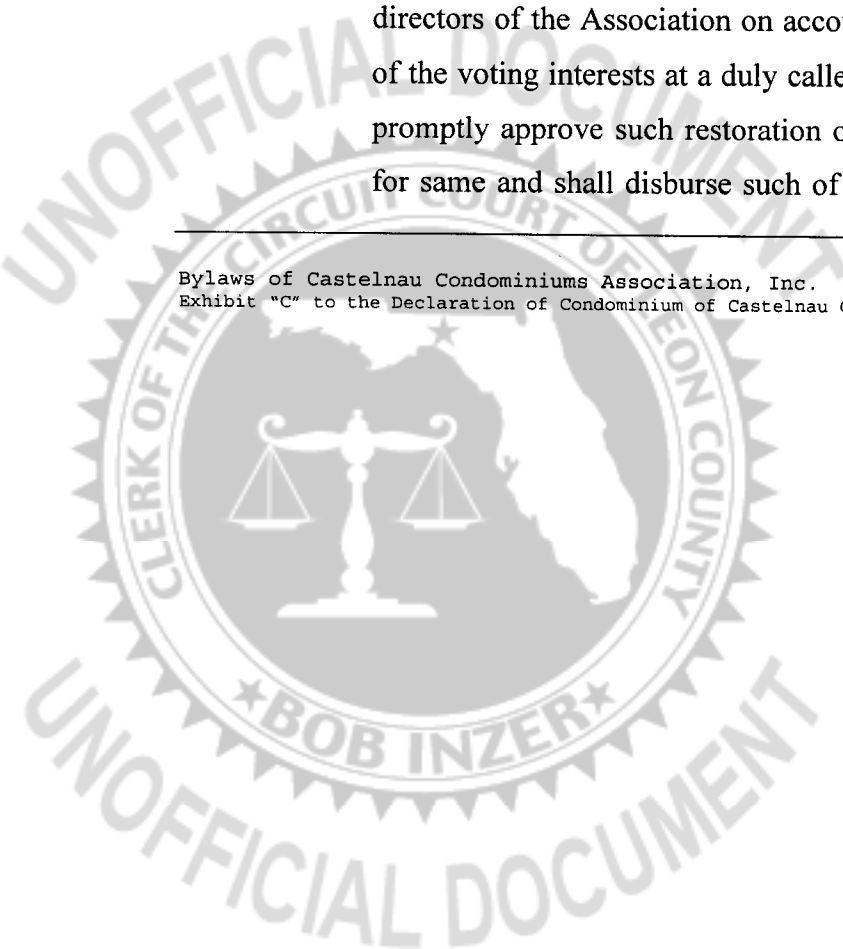
- (4) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from



the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a Mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the Mortgagee as a payee of any distribution of insurance proceeds to an Owner; and further provided, that when the Association or a Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

§ 11.6. Eminent Domain. The Association is hereby empowered to defend and/or settle any action or threatened action with respect to the taking in condemnation of any portion of the Common Elements or any Unit or portion of any Unit. Upon obtaining knowledge of such action or threatened action, the Association shall notify all affected Mortgagees of record of same.

- (a) Common Elements. Any award or settlement made as a result of such a taking of all or a portion of the Common Elements shall be made payable to the Association. Any such award or settlement shall be held in trust by the Association for the benefit of the Owners and Mortgagees holding a first mortgage as their interests may appear. In the event any repair or restoration of the Common Elements is necessary in the opinion of a majority of the board of directors of the Association on account of such taking, or in the event a majority of the voting interests at a duly called and constituted meeting of the Association promptly approve such restoration or repair, the board of directors shall arrange for same and shall disburse such of the proceeds of such award or settlement as



shall reasonably be necessary to effect such restoration or repair to the contractors engaged for such purpose in appropriate progress payments. The balance of such proceeds, or all of such proceeds if no determination to repair or restore is made, shall be disbursed by the Association in the same manner as insurance proceeds under Article X, §11.5 above where there is no repair or restoration of the damage.

- (b) Units. Any award or settlement for the taking in condemnation of a Unit shall be made payable to the Association for the benefit of the Owners thereof. In the event any repair or restoration of the Unit is necessary in the event a majority of the voting interests appurtenant to that Unit at a duly called and constituted meeting of the Association promptly approve such restoration or repair, the board of directors shall arrange for same and shall disburse such of the proceeds of such award or settlement as shall reasonably be necessary to effect such restoration or repair to the contractors engaged for such purpose in appropriate progress payments. The balance of such proceeds, or all of such proceeds if no determination to repair or restore is made, shall be disbursed by the Association as to the Owners of that Unit in the same manner as insurance proceeds under Article X, §11.5 above. If a temporary taking in condemnation of use (but not title) of a Unit occurs, the entire award or settlement for such temporary taking shall be paid to the Association for the benefit of the Owners of such Unit.

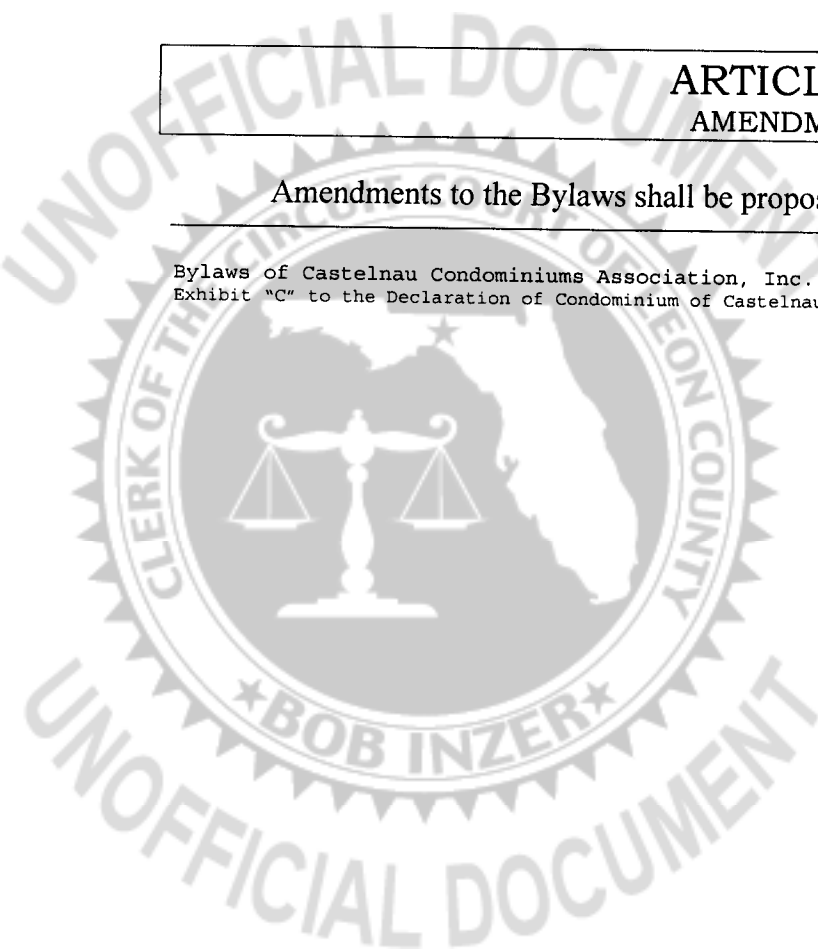
§ 11.7. Notice To Mortgagees. Any Mortgagee, upon written request to the Association (such request to state the name and address of such Mortgagee and the Unit number at issue), will be entitled to timely written notice of any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such Mortgagee.

## ARTICLE XII AMENDMENTS

Amendments to the Bylaws shall be proposed and adopted in the following manner:

Bylaws of Castelnau Condominiums Association, Inc.  
Exhibit "C" to the Declaration of Condominium of Castelnau Condominiums

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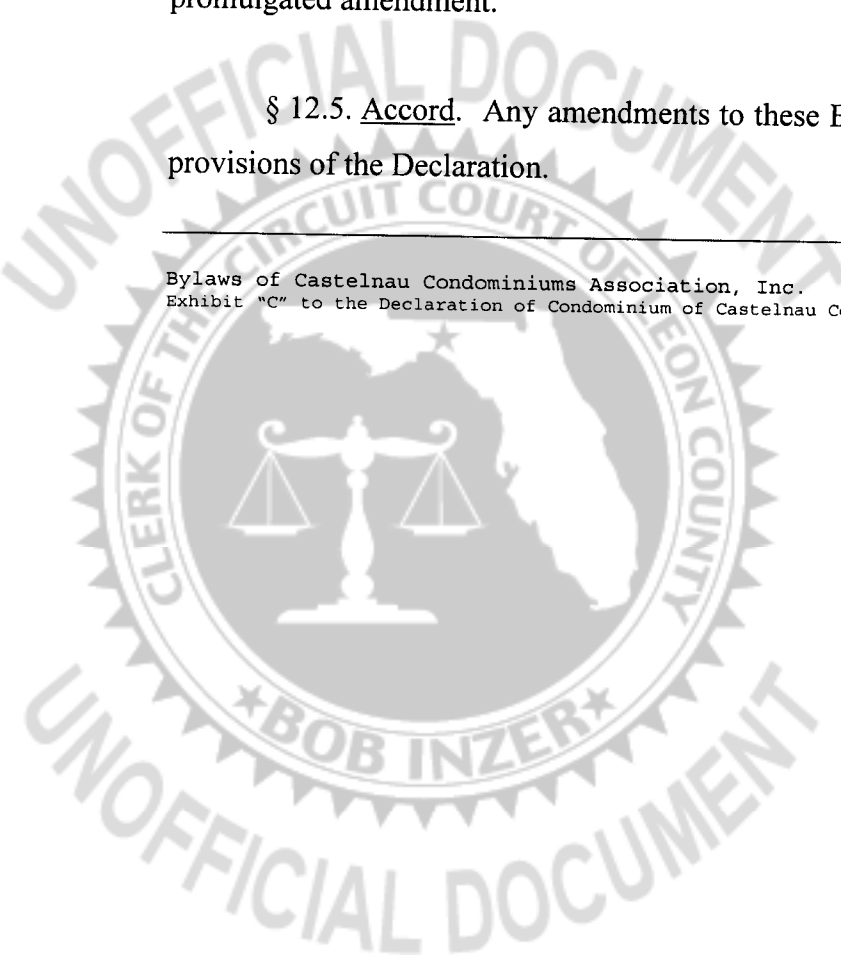
§ 12.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered, and shall specifically incorporate an identification of agenda items.

§ 12.2. Proposal and Adoption. An amendment may be proposed by either the board of directors or by the membership of the Association. The bylaws may be amended if the amendment is approved by the owners of not less than two-thirds (2/3) of the voting interests. No amendment may be adopted that is inconsistent with the requirements of Chapter 718, Florida Statutes.

§ 12.3. Effective Date. An amendment when adopted shall become effective only after being recorded in the Public Records of Leon County, Florida.

§ 12.4. Required Notation For Amendments. At any time prior to the first election of a majority of directors by Owners other than the developer, these Bylaws may be amended by the Developer, if necessary, to make the same consistent with the provisions of the Declaration, to meet the requirements of any governmental entity or statute, FHA or VA rules, regulations or policies, and as may be in the best interests of the Association. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through using ~~striketrough~~ text. 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 ~~striketrough~~ 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 Bylaw. See Bylaw \_\_\_\_\_ for present text.”** Nonmaterial errors or omissions in the bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

§ 12.5. Accord. Any amendments to these Bylaws shall be in accord with the terms and provisions of the Declaration.



§ 12.6. Developer Amendments. Developer amendments to these Bylaws may be made in the same manner as stated in the Declaration.

**ARTICLE XIII**  
GOVERNING LAW & SEVERABILITY

§ 13.1. Governing Law. These Bylaws are to be governed by and construed according to the laws of the State of Florida.

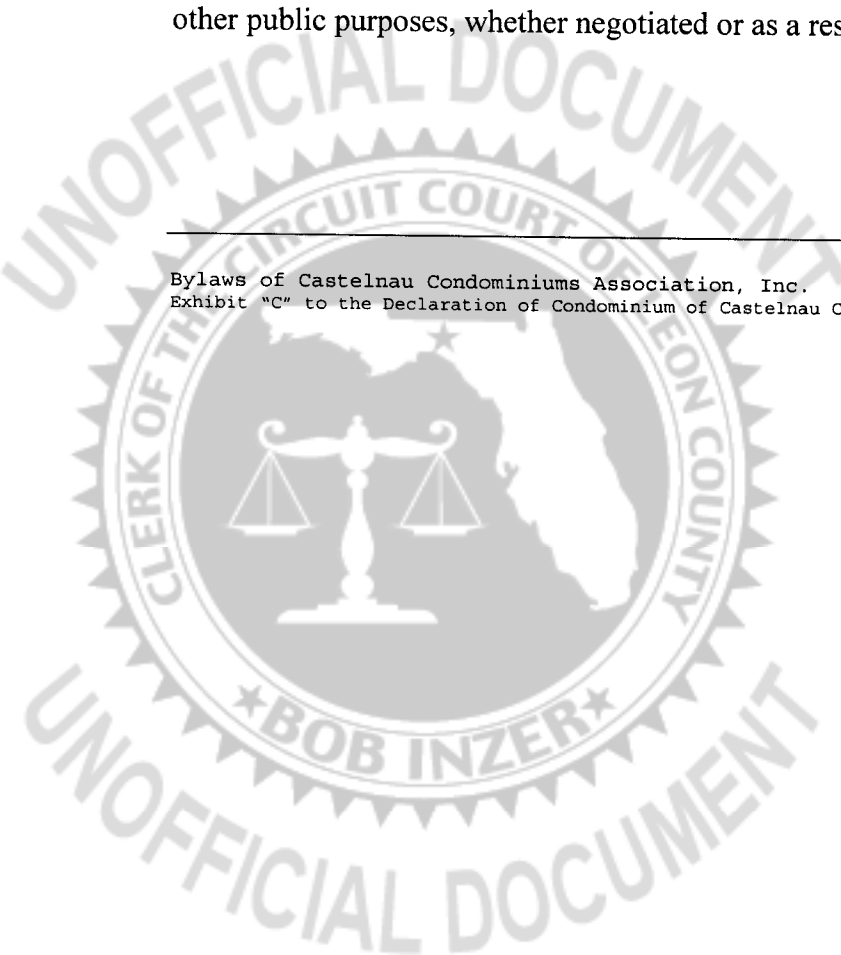
§ 13.2. Severability. If it should appear that any of the provisions hereof are in conflict with the Declaration or any rule of law or statutory provision of the state of Florida, then such provisions of these Bylaws shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to the Declaration or such rule of law. In the event that any section or provision is deemed null and void, the remaining sections and provisions shall be unaffected by such a determination and shall remain in full force and effect.

**ARTICLE XIV**  
Alternative Dispute Resolution

§ 14.1. Alternative Dispute Resolution. The alternative dispute resolution procedures set forth in Fla. Stat. § 718.1255 shall be followed.

**ARTICLE XV**  
LIMITED POWER TO CONVEY COMMON ELEMENTS

§ 15.1. Limited Power. As provided in Section 718.112(2)(m), Florida Statutes, the Association shall have 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 a result of eminent domain proceedings.



**ARTICLE XVI**  
**INSPECTION OF RECORDS**

§ 16.1. Records and Financial Statements. The Association shall keep all Official Records as required by § 718.111(12). The Association shall make available to Unit Owners and Mortgagees for inspection during normal business hours, and under reasonable circumstances, the Association's Official Records. The Association shall also make available to prospective purchasers of Units current copies of the above-listed documents as well as the most recent annual audited financial statement, if such is prepared.

§ 16.2. Mortgagee Rights. Mortgagees shall be afforded the same inspection rights as owners.

**ARTICLE XVII**  
**MANAGEMENT CONTRACTS**

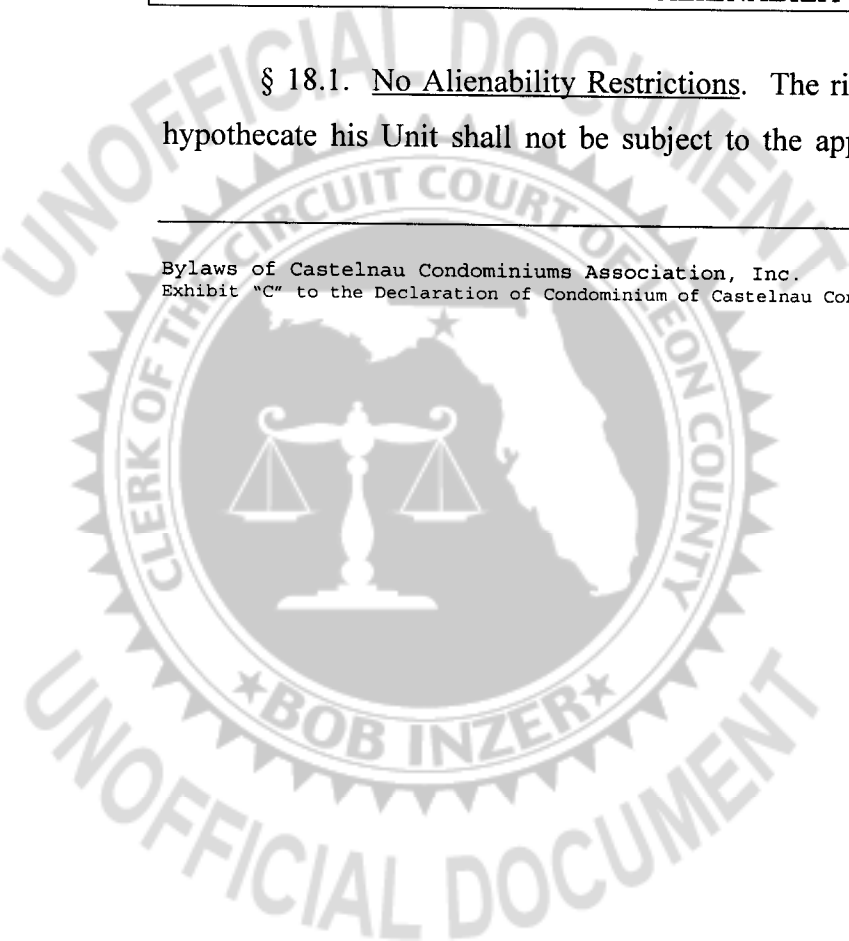
§ 17.1. Management Contracts. The Association may enter into such management contracts from time to time as it deems necessary to engage the services of a Management Company to carry out all or part of the maintenance and operational duties and obligations of the Association in accordance with this Declaration.

Provided, however, that the management contract must meet the requirements of Fla. Stat. § 718.3025 and all other provisions of Chapter 718.

The Association's duties and responsibilities to the Unit Owners pursuant to the Declaration, Bylaws, and Chapter 718, may not be abridged, supplanted, or relieved by any management contract.

**ARTICLE XVIII**  
**ALIENABILITY OF UNITS**

§ 18.1. No Alienability Restrictions. The right of an Owner to sell, transfer, assign or hypothecate his Unit shall not be subject to the approval of the Association. Accordingly, a



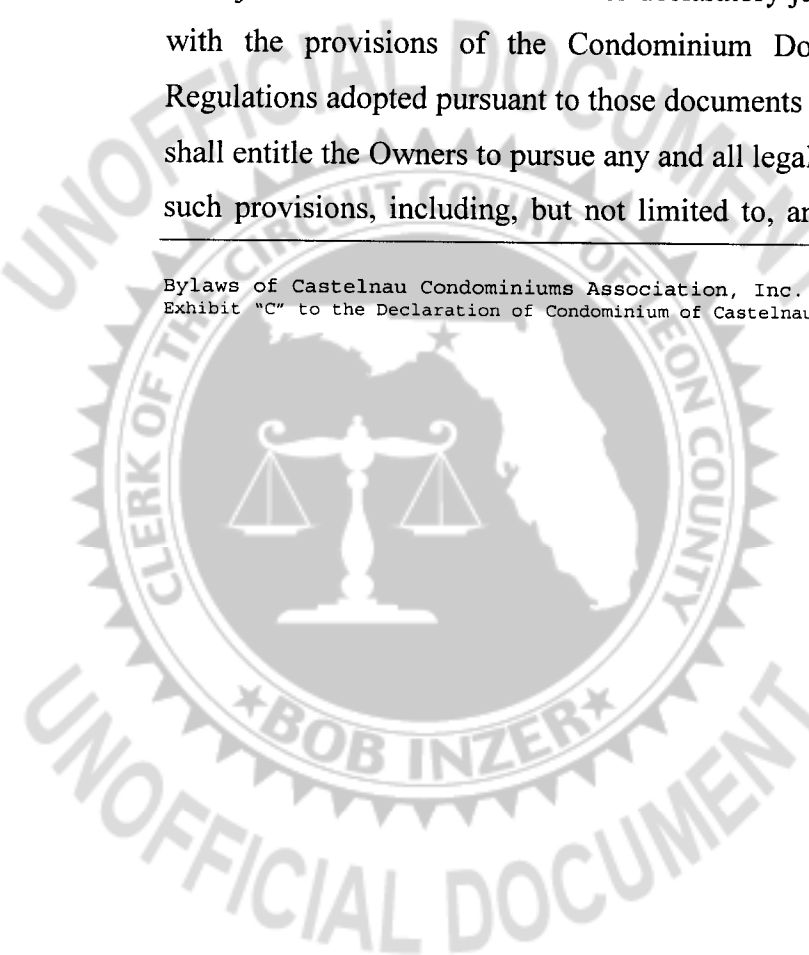
proper transfer or conveyance of such Unit shall not require the written approval of the Association.

§ 18.2. Leasing And Rental Restrictions. Owners may lease or rent their Units in whole or in part for tenant occupancy and no approval by the Association shall be necessary therefor. Owners shall be specifically permitted to rent portions of Units, it being the intention of Developer to permit the Owner to rent individual bedrooms within a Unit to separate and unrelated persons. However, all lessees, as well as guests of Owners, shall be required to abide by the terms and conditions of this Declaration, as well as all Rules and Regulations adopted by the board of directors of the Association from time to time.

Pursuant to Fla. Stat. § 718.106(4), when a unit is leased, a tenant shall have all use rights in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in this subsection shall interfere with the access rights of the unit owner as a landlord pursuant to chapter 83. The association shall have the right to adopt rules to prohibit dual usage by a unit owner and a tenant of association property and common elements otherwise readily available for use generally by unit owners.

<p><b>ARTICLE XIX</b> <b>COMPLIANCE AND DEFAULT</b></p>
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§ 19.1. Compliance And Default. Each Owner shall be governed by and shall comply with the terms of the Condominium Documents and the Condominium Rules and Regulations adopted pursuant to those documents and as they may be amended from time to time. Failure of an Owner to comply with the provisions of such documents and regulations shall entitle the Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, an action for injunctive relief or an action for declaratory judgment. Failure of the Association to comply with the provisions of the Condominium Documents and the Condominium Rules and Regulations adopted pursuant to those documents and as they may be amended from time to time shall entitle the Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, an action for injunctive





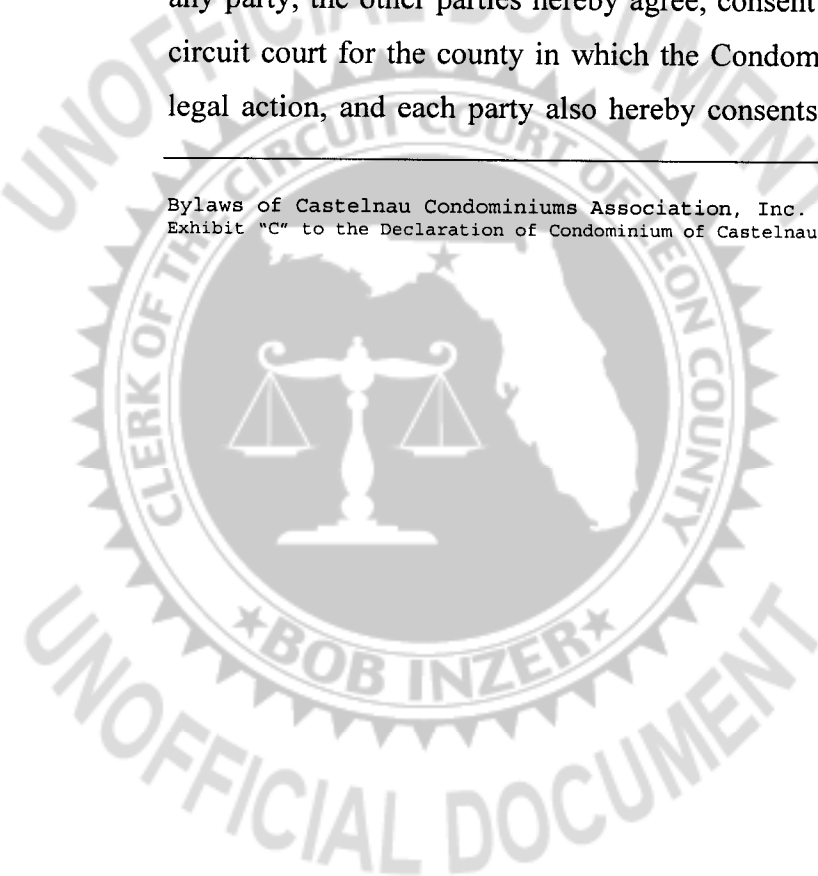
relief or an action for declaratory judgment. All provisions of this Declaration shall be enforceable equitable servitudes and shall run with the land and shall be effective until the Condominium is terminated.

§ 19.2. Costs And Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the terms of the Condominium Documents or the Condominium Rules and Regulations adopted pursuant to them as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and recover such reasonable attorneys' and paralegal fees as may be awarded by the Court, including all appeals and all proceedings in bankruptcy.

§ 19.3. No Waiver Of Rights. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of Chapter 718, the Condominium Documents or the Condominium Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

§ 19.4. Injunctive Relief. The Association may seek an injunction from a court of equity to compel or prohibit compliance or violation of the Condominium Documents regardless of whether an adequate remedy at law exists.

§ 19.5. Governing Law; Waiver Of Jury Trials Venue Of Actions. These Bylaws, along with the Declaration to which they are attached as an Exhibit, shall be governed by, and shall be construed in accordance with, the laws of the State of Florida, as the same may exist on the date of recording hereof. The Association, an Owner or Owners, the Developer, the Management Company and any other party claiming rights or obligations by, through, or under this Declaration, or two or more of the foregoing, each hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the others concerning the interpretation, construction, validity, enforcement or performance of this Declaration or any other agreement or instrument executed in connection with this Declaration. In the event any such suit or legal action is commenced by any party, the other parties hereby agree, consent and submit to the personal jurisdiction of the circuit court for the county in which the Condominium is situated, with respect to such suit or legal action, and each party also hereby consents and submits to and agrees that venue in any



such suit or legal action is proper in said court and county, and each party hereby waives any and all personal rights under applicable law or in equity to object to the jurisdiction and venue in said court and county. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

<p><b>ARTICLE XX</b> <b>TERMINATION</b></p>
---

The Condominium may be terminated in the following manners, in addition to the manner provided by Chapter 718:

§ 20.1. Agreement. The Condominium may be terminated at any time upon prior notification to the Division by the approval in writing of all Owners and all Mortgagees of record. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting.

§ 20.2. Termination Through Condemnation. The Condominium shall only be terminated by virtue of a condemnation action if all Condominium Property is taken in condemnation. If less than all of the Condominium Property is taken in condemnation, the Condominium shall continue as to those portions of the Condominium Property not so taken.

§ 20.3. Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of Leon County, Florida.

§ 20.4. Shares Of Owners After Termination. After termination of the Condominium, each Owner shall own an undivided share of the Condominium Property and all assets of the Association as a tenant in common in accordance with Exhibit "D".



§ 20.5. Notice To Mortgagees. Any Mortgagee, upon written request to the Association (such request to state the name and address of such Mortgagee and the Unit number at issue), will be entitled to timely written notice of any proposed termination of the Condominium.

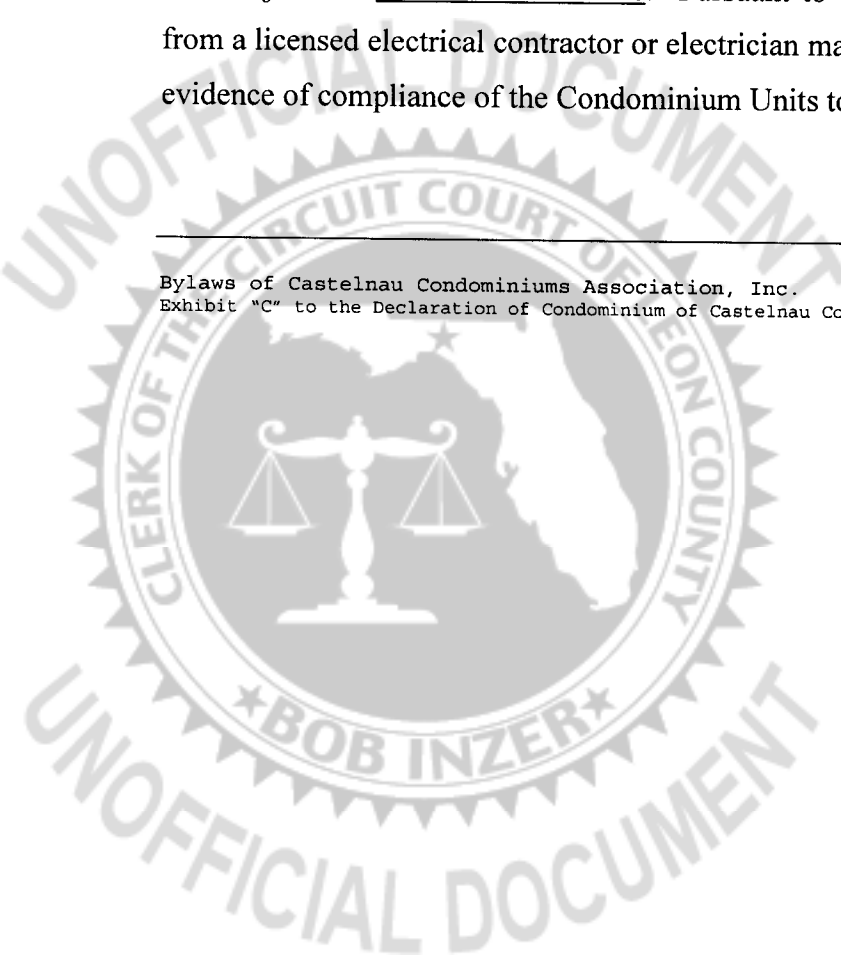
§ 20.6. Notice to Division. Pursuant to § 718.117, when the board of directors intends to terminate the association, the board shall so notify the division before taking any action to terminate the condominium or the association, and also submit to the Division a copy of the recorded termination notice certified by the clerk of the county in which the recording took place.

**ARTICLE XXI**  
**MERGER**

§ 21.1. Requirements For Merger. This Declaration, the Association and the Common Elements of the Condominium described herein may be merged with the declaration of condominium, condominium association and common elements of another independent and separate condominium to form a single condominium upon prior notification to the Division and with the consent of sixty-six and two-thirds percent (66 2/3%) of the total number of voting interests and with the approval of all of the record owners of liens on the Units. In the event such consent and approval is obtained, a new or amended declaration of condominium, articles of incorporation and bylaws of the Association shall be recorded and shall contain such provisions as are necessary to amend and modify the appurtenances to the Units and percentages by which the Owners of Units share the Common Expenses and own the Common Surplus and Common Elements in order to create a consolidated single condominium.

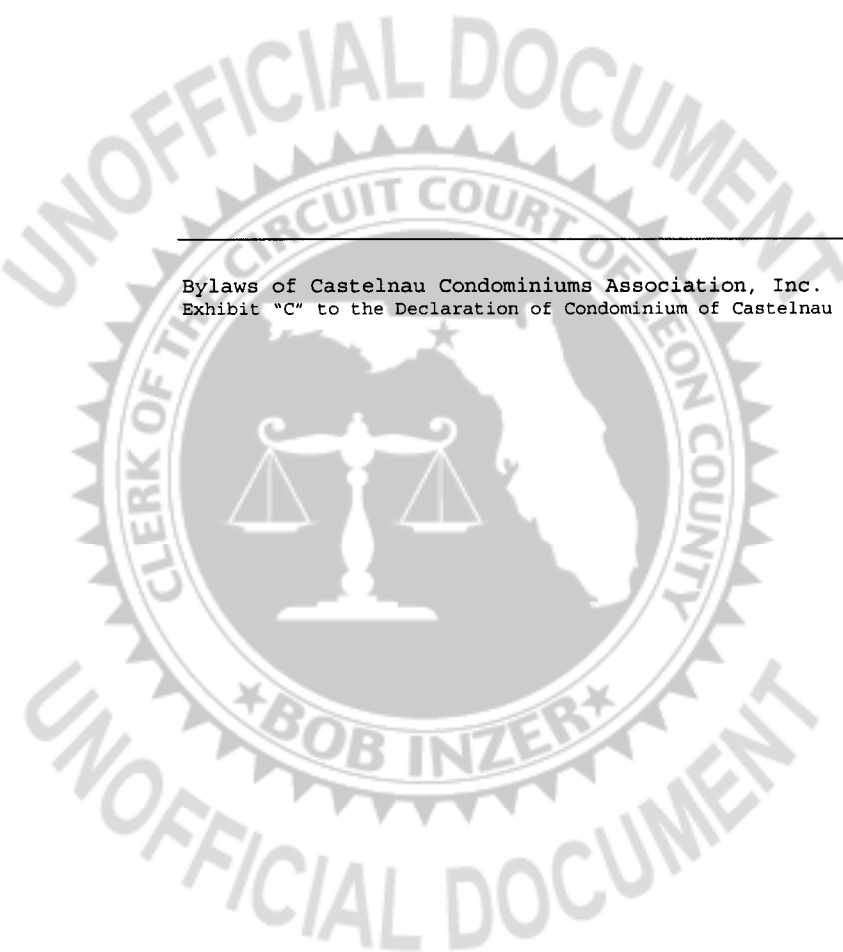
**ARTICLE XXII**  
**Certificate of Compliance for Fire and Life Safety**

§ 22.1. Electrical Certificate. Pursuant to § 718.112(2)(1), a certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Condominium Units to the applicable fire and life safety code.



**ARTICLE XXIII**  
Owner Inquiries

§ 23.1. Owner Inquiries. Pursuant to § 718.112(2)(a)2., when a unit owner files a written inquiry by certified mail with the board, the board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.



**EXECUTION**

The undersigned hereby certifies that the undersigned is the duly elected and acting secretary of the Association named herein and that the foregoing is a true copy of the Bylaws of said Association duly adopted by action of the sole Directors, dated this 24<sup>th</sup> day of January, 2006, and hereby further certifies that such Bylaws have not been amended or rescinded and remain in full force and effect at the date hereof.

DATED this 24<sup>th</sup> day of January 2006.

WITNESS SIGNATURES:

SECRETARY SIGNATURE:

*Neil P. Ryder*  
Signature

*[Handwritten Signature]*  
Signature

NEIL P. RYDER  
Printed Name

DAN LEE ISAACS, Secretary

*[Handwritten Signature]*  
Signature

Shawn P. Goletz  
Printed Name

**NOTARY**

STATE OF FLORIDA  
COUNTY OF LEON

**BEFORE ME**, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared DAN LEE ISAACS, Secretary of CASTELNAU CONDOMINIUMS ASSOCIATION, a Florida Corporation, and the Secretary acknowledged executing the foregoing instrument on behalf of the corporation pursuant to due authority therefrom. Said individual is personally known to me or has produced sufficient identification and did take an oath or made appropriate acknowledgement.

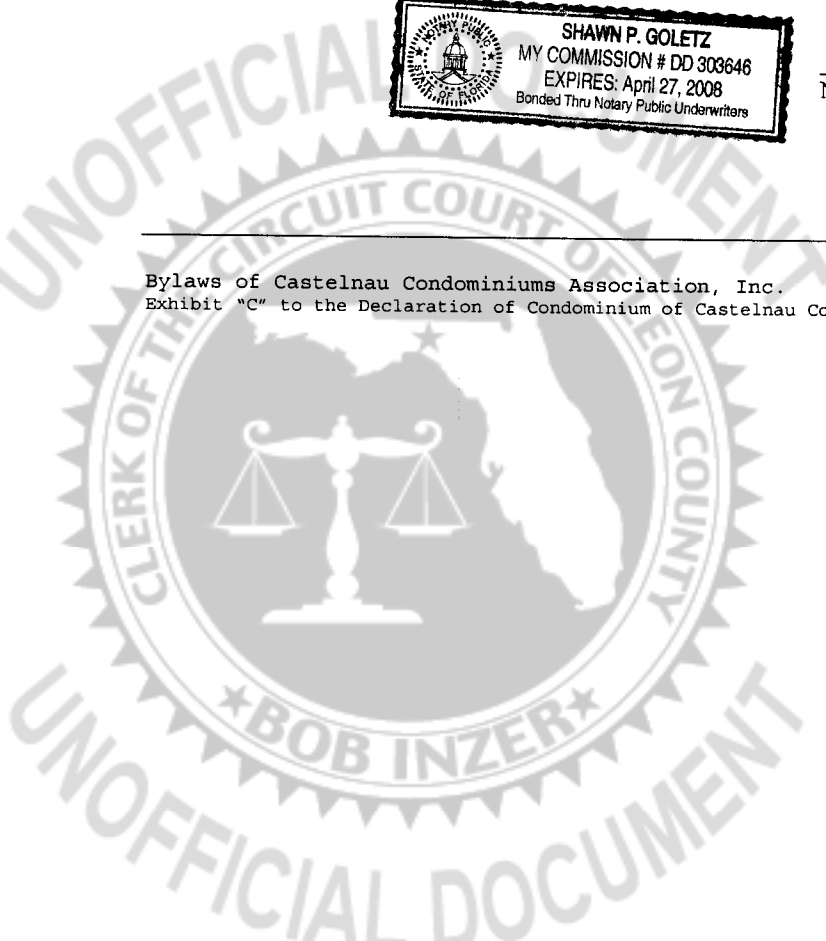
WITNESS my hand and seal this 24<sup>th</sup> day of January, 2006.

Stamp or Seal:

*[Handwritten Signature]*  
Notary Signature



\_\_\_\_\_  
Notary Printed Name



**PERCENTAGE INTERESTS IN THE COMMON ELEMENTS,  
SHARE OF COMMON EXPENSES AND COMMON  
SURPLUS**

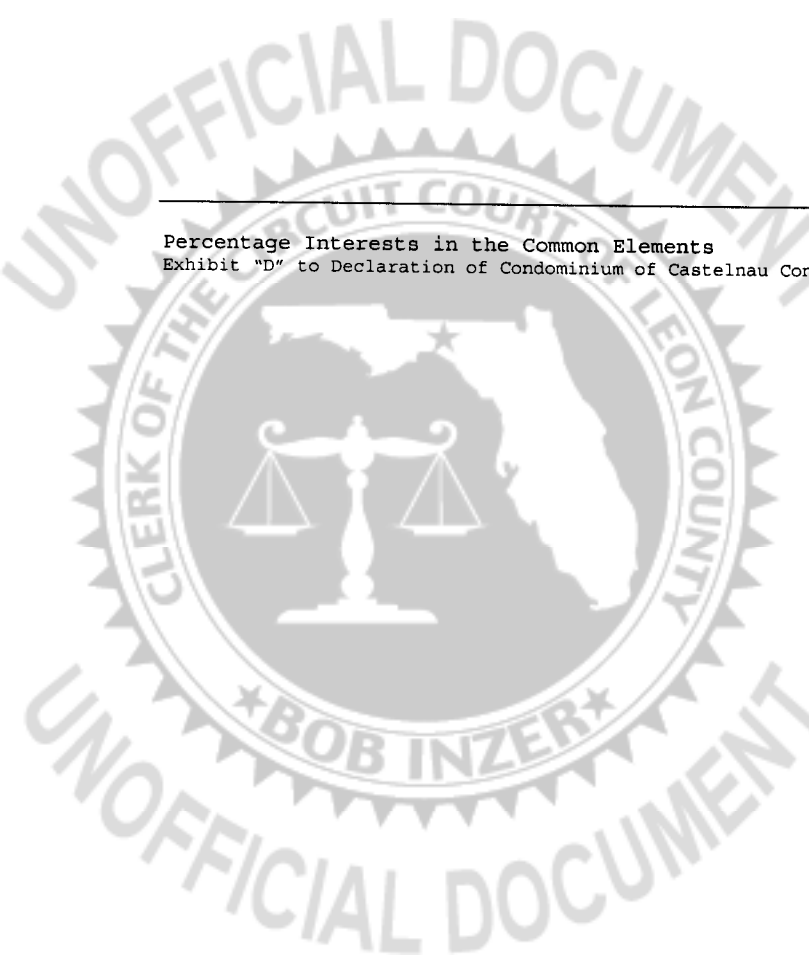
[Exhibit "D" to Declaration of Condominium of Castelnau Condominiums]

As required under Florida Statutes, Section 718.104(4)(f), appurtenant to each Unit in the Condominium shall be an equal undivided ownership interest in the Common Elements, as well as an equal undivided share of the Common Expenses and Common Surplus.

Under such circumstances, each Unit will have appurtenant to it an undivided ownership interest in the Common Elements and a percentage share of the Common Expenses and Common Surplus as follows:

**$\frac{1}{9}$  fractional interest and percentage share**

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**CONDOMINIUM RULES AND REGULATIONS**  
for  
**CASTELNAU CONDOMINIUMS**

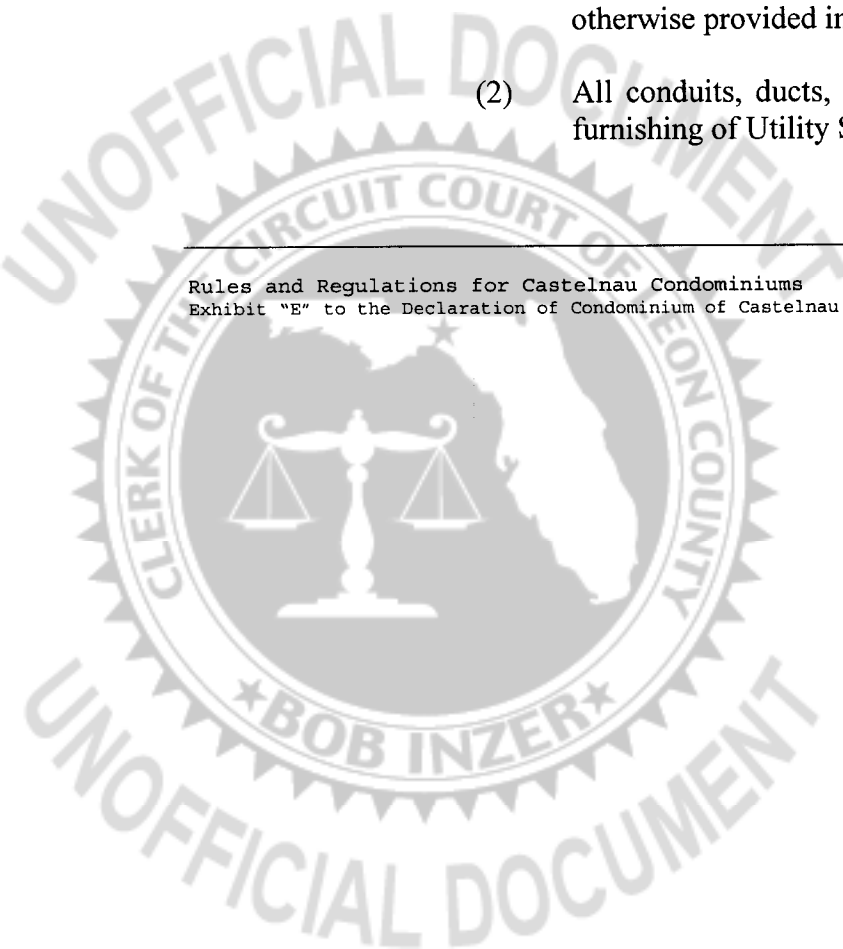
[Exhibit "E" to the Declaration of Condominium of Castelnau Condominiums]

Each Owner shall be governed by and shall comply with the terms of the Condominium Documents and these Condominium Rules and Regulations adopted pursuant to those documents. All terms used in these Condominium Rules and Regulations shall have the same meaning as the identical terms used in the Declaration of Condominium for Castelnau Condominiums. Failure of an Owner to comply with the provisions of the Condominium Documents and these Condominium Rules and Regulations shall entitle the Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages, an action for injunctive relief or an action for declaratory judgment.

1. Units, Common Elements and Limited Common Elements. No Unit may be divided or subdivided into a smaller Unit. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners, their guests and lessees and other authorized occupants of Units.

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

- (a) **By the Association.** Unless caused by the specific abuse of an Owner or any licensee, guest or tenant of an Owner, the Association shall maintain, repair and replace at the Association's expense:
- (1) All Common Elements and Limited Common Elements except as otherwise provided in the Condominium Documents.
  - (2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services.



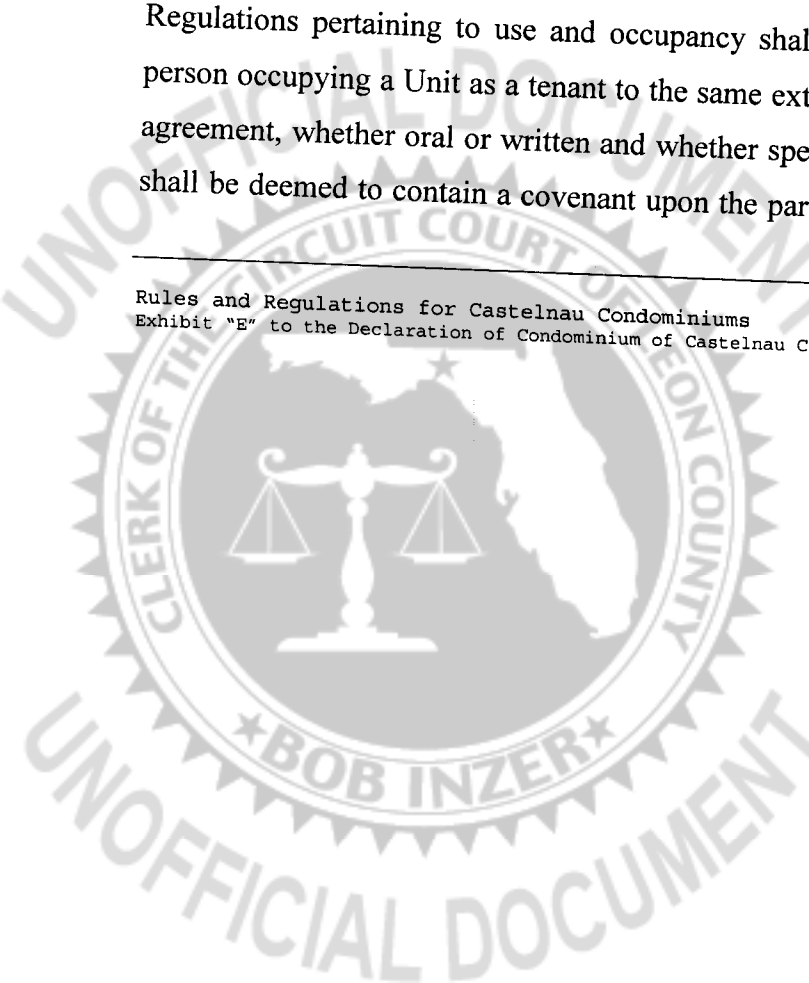
(b) **By the Owner.** The responsibility of the Owner for maintenance, repair and replacement shall be as follows:

- (1) To not paint or otherwise decorate or change the appearance of any portion of the Condominium Property without the prior written approval of the Association.
- (2) To promptly report to the Association upon discovery any defect or need for repairs for which the Association is responsible.
- (3) To bear in their entirety any expenses of repairs or replacements to the Condominium Property occasioned by the specific use or abuse by any Owner or any licensee, guest or tenant of said Owner.
- (4) To maintain, repair and replace all components, furnishings, carpeting, appliances and other property, real, personal or mixed, located inside or comprising a Unit unless provided otherwise in the Condominium Documents.

2. Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit any use of a Unit or make or permit any use of the Common Elements that will increase the cost of insurance upon the condominium Property.

3. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

4. Leasing of Units. Owners have the right to lease/rent all or part of a unit. All of the terms and provisions of the Condominium Documents and these Condominium Rules and Regulations pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against an Owner. Any lease or rental agreement, whether oral or written and whether specifically expressed in such agreement or not, shall be deemed to contain a covenant upon the part of each such Owner and tenant designating



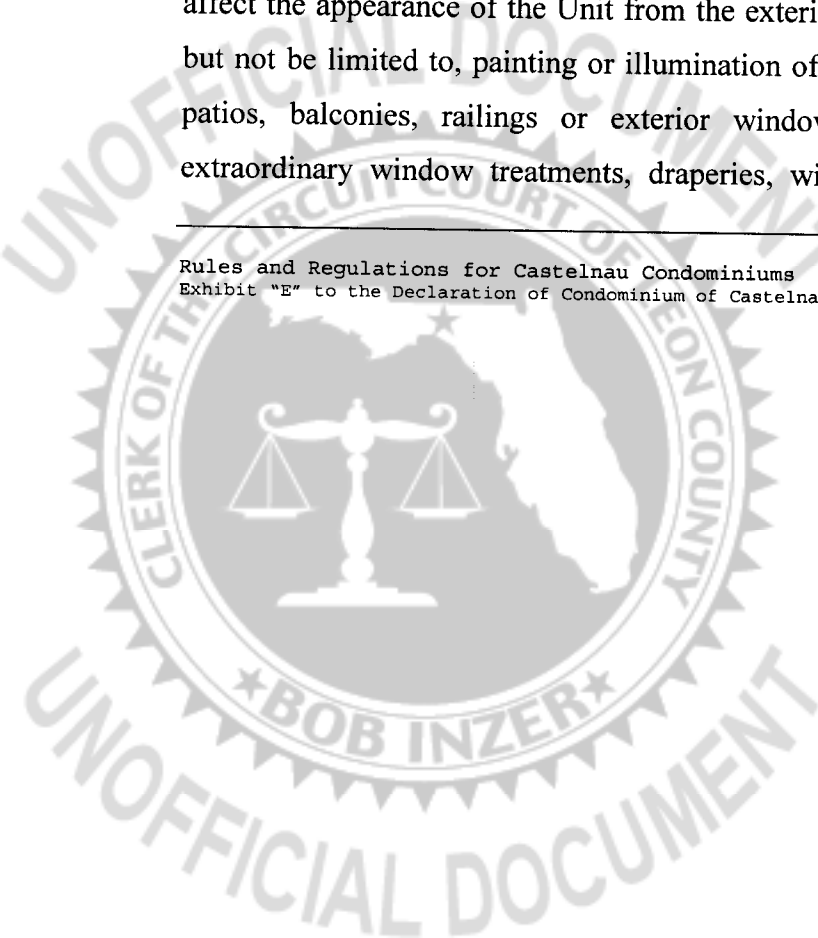


the Association as the Owner's agent for the purpose of and with the authority to enforce the terms and provisions of the Condominium Documents or Condominium Rules and Regulations.

5. Signs. Owners of Units have the right to place and maintain reasonably sized and located "For Sale" or "For Rent" signs in front of the respective unit. Placement of such advertising signs may not be prohibited outright; provided, however, that the Board has the power to determine if such signs are unsightly and/or unreasonable to the detriment of the community, and accordingly, the Board may control and restrict the placement of "For Sale" or "For Rent" signs or other displays or advertising on any part of the Units, Common Elements, and Limited Common Elements. Types of signs other than "For Sale" or "For Rent" may be restricted or prohibited by the Board. The Board should work closely with unit owners in developing any such restrictions, and any restriction by the Board regarding signs may be modified or removed by a majority vote of the unit owners. The Developer (and the Developer's successor and/or assigns and entities affiliated with the Developer or employed by the Developer to market the Units) reserves the right to place and maintain "For Sale" or "For Rent" signs on the Condominium Property for as long as the Developer may have Units to sell.

6. Prohibited Vehicles. No trailers or commercial vehicles shall be parked in any parking space, except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the Condominium, the Association or the Owners. The developer and its designees shall have the right to be exempt from any parking restrictions if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of the units. Further, third party service providers, such as utility, cable, telephone, etc., shall be allowed to park vehicles and equipment as necessary in order to service, install, or otherwise maintain their systems on the condominium property. Bicycles and motorcycles shall not be stored on the Condominium Property except in such areas designated for this purpose.

7. Exterior Appearance. No Owner shall decorate or alter any part of a Unit so as to affect the appearance of the Unit from the exterior. Such decoration or alteration shall include, but not be limited to, painting or illumination of the exterior of a Unit, display of objects upon patios, balconies, railings or exterior window sills or ledges, reflective film or other extraordinary window treatments, draperies, window shades, screen doors and lights. The



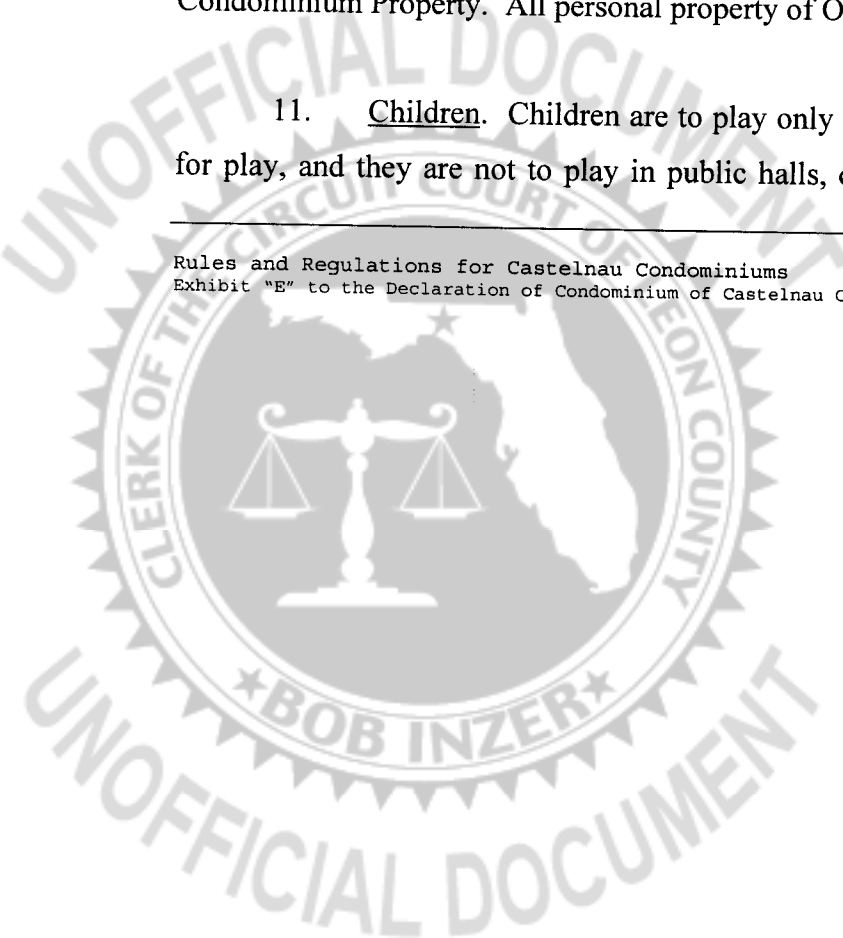
Association shall have the sole discretion, which may be based on aesthetic principles only, to determine compliance with this provision.

8. Antennas and Satellite Dishes. No antennas of any type designed to serve a Unit shall be allowed on the Common Elements or Limited Common Elements, except as may be provided by the Association to serve as a master antenna for the benefit and use of the Condominium. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception. The Developer intends for the Condominium to utilize local cable service for television reception. Once the Condominium is completely developed, members may vote to allow installation of satellite dishes (i.e. DIRECTV), antennas, or other reception devices on the Units, and may then also choose to restrict the size of the dish or device and location of installation. Vote approval to allow installation shall be by a majority of the members, and the members may subsequently choose at any time to disallow such devices by majority vote. Provided, however, that if any restriction(s) on installation of a satellite dish or antenna is in violation of federal law and/or FCC (Federal Communications Commission) regulations, said restriction(s) shall be deemed modified to comply with the minimum mandatory regulations imposed by federal law and/or the FCC.

9. Noise. Should noise transmission create a disturbance or a nuisance, the responsibility is with the Owner to abate the noise transmission, and not the Association. In order to insure the comfort of all Owners and authorized users, radio, television sets, and any and all other such audio equipment generating noise should be turned down to a minimum volume so as not to disturb other persons, and if noise is problematic, the Board may set certain hours of the night to remain peaceful and free of noise disturbances.

10. Obstructions. Sidewalks, entrances, driveways, passages, patios, courts, stairways, corridors, halls and/or all other areas intended for common use must be kept open and shall not be obstructed in any manner. Nothing shall be projected out of any window on the Condominium Property. All personal property of Owners shall be stored within the Unit.

11. Children. Children are to play only in areas either designated or clearly intended for play, and they are not to play in public halls, or stairways, streets, or other common areas



which would cause an obstruction or safety hazard. Reasonable supervision by parents or guardians must be exercised at all times when children are playing on the Condominium Property.

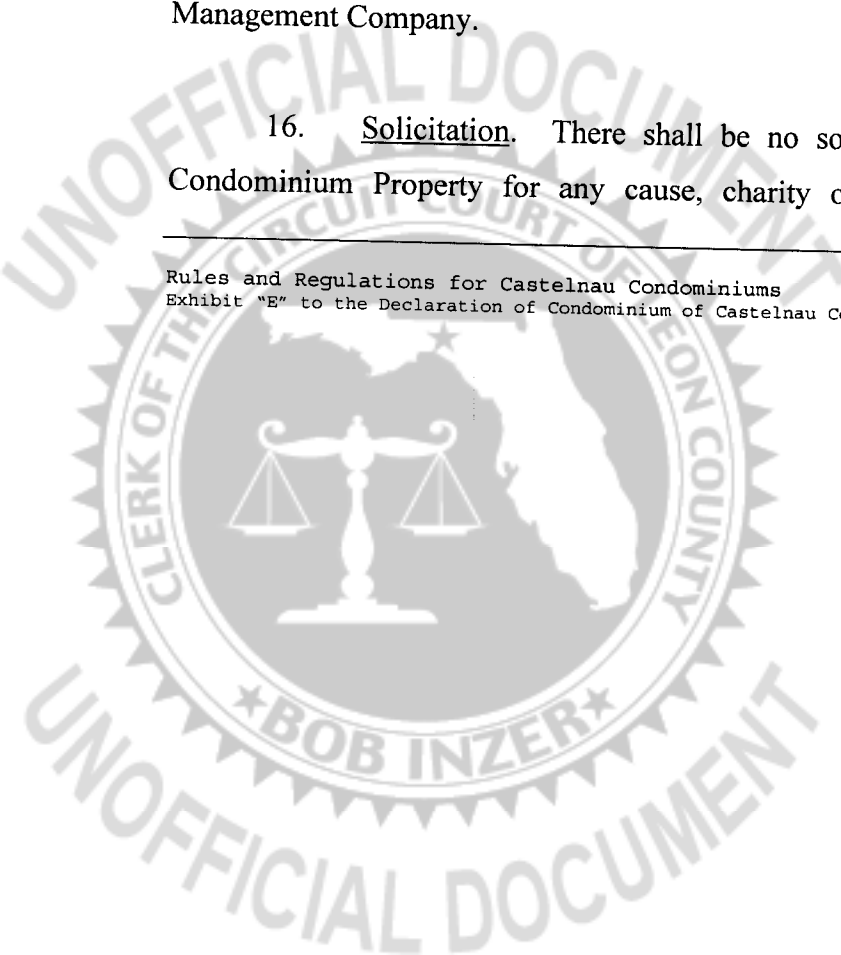
12. Balconies and Windows. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges or balconies. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung up or shaken from windows, doors or balconies. Owners shall not allow anything to be thrown or to fall from windows, doors, or balconies. Provided, however, that any unit owner may display one portable, removable United States flag in a respectful way, and on Armed Services Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration, rules, or requirements dealing with flags.

13. Entry for Emergencies. In case of emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the board of directors of the Association, the Management Company or any other person authorized by the, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the Association or its designee shall be allowed to retain a key for each Unit.

14. Plumbing. Plumbing shall not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags or other foreign substances shall be deposited into plumbing. The cost of any damage resulting from misuse shall be borne by the Owner.

15. Roof. Owners are not permitted on the roof of any building within the Condominium Property for any purpose without the express approval of the board of directors or Management Company.

16. Solicitation. There shall be no solicitation by any person anywhere on the Condominium Property for any cause, charity or purpose whatsoever, unless specifically



authorized in writing by the board of directors or the Management Company, except for solicitation by the Developer or an entity affiliated with the Developer in marketing the sale or rental of Units.

17. Parking. No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of any owner shall be parked in any unauthorized area.

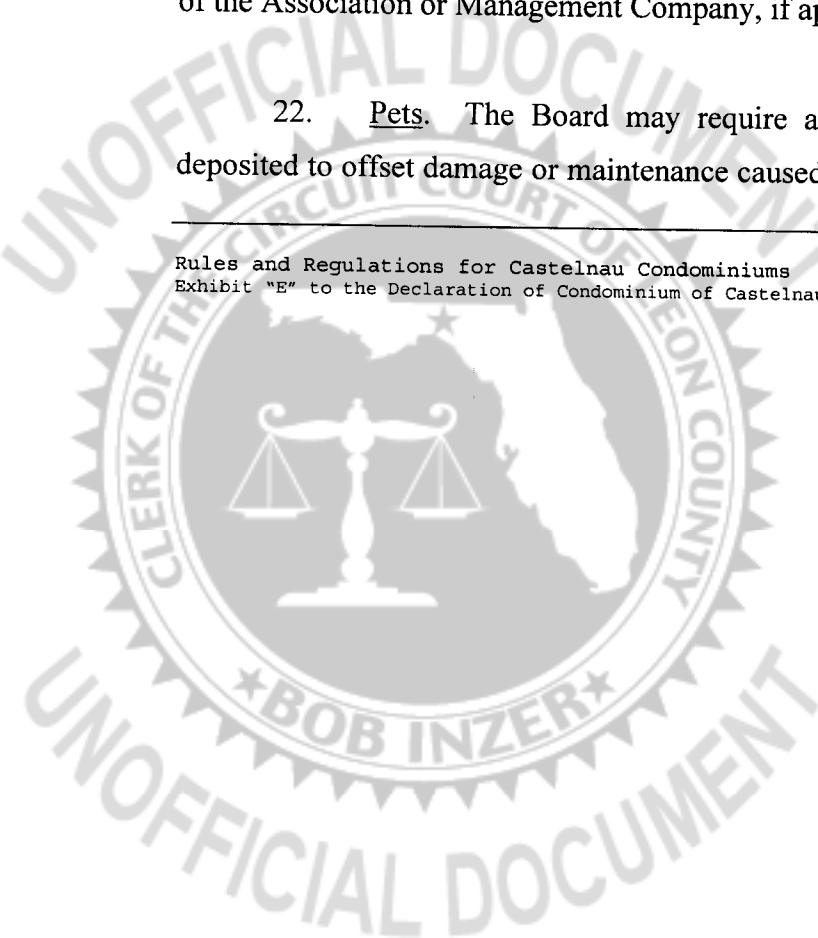
18. Storage of Dangerous Items. No flammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit, Common Element or Limited Common Element except as are required for normal household use.

19. Employees/Agents Control and Entry of Units. Employees and/or agents of the Association or Management Company, and employees and/or agents of the Developers or affiliated entity's on-going sales or rental programs, shall not be sent off the condominium Property by any Owner or authorized user at any time for any purpose. No Owner or authorized user shall direct, supervise or in any manner attempt to assert any control over the employees of the Management Company or the Association. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Association or Management Company for proper resolution. Employees or agents of the Association or Management Company shall be permitted, during reasonable hours, to enter units for maintenance and repairs after reasonable notice.

20. Complaints. Complaints regarding the service of the Condominium shall be made in writing to the Association or Management Company, if applicable. Also, see Article XXIII of the Bylaws for information regarding unit owner inquiries.

21. Payment of Maintenance Fees, and Special Charges and Fines. Payment of dues, maintenance fees and other duly authorized charges and assessments shall be made at the office of the Association or Management Company, if applicable.

22. Pets. The Board may require a non-refundable or refundable pet fee to be deposited to offset damage or maintenance caused by pets. If noise or nuisance by pets becomes



problematic, members may vote to set certain restrictions to address the problems. Vote approval for pet restrictions shall be by a majority of the members, and the members may subsequently choose at any time to remove pet restrictions by majority vote.

23. Parking Enforcement. The Board has the right to institute parking enforcement polices, rules, regulations, and enforcement procedures, including contracting with private towing companies to remove vehicles at the owners' expense. Parking is only allowed in designated spaces, and pursuant to the local governmental permitting, laws, or ordinances, the amount of vehicles allowed on-site on the condominium may be limited or restricted. There is no guarantee that unit owners will be allowed a certain number of parking spaces per unit. The Board may number parking spaces, and require unit owners to maintain stickers or decals that display their respective parking space number, and the Board may allow vehicles to be towed if unit owners do not follow this policy.

