

AMENDMENT TO CONTRACT FOR SALE AND PURCHASE

The agreement between _____ (as Buyer) and Rattler Pointe, LLC, dated _____ is amended as follows:

1. Paragraph 1 is amended to read: Unit ____, Rattler View Condominiums, according to the Declaration of Condominium recorded in Official Records Book 3733, Page 726 of the Public Records of Leon County, Florida.
2. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.
4. The Buyer acknowledges receipt of the following documents for Rattler View Condominiums:
 1. Frequently Asked Questions sheet.
 2. Declaration of Condominium for Rattler View Condominiums recorded in Official Records Book 3733, Page 726 of the Public Records of Leon County, Florida, containing among other things the following: a) documents creating the Rattler View Condominiums Association, Inc., b) the bylaws of the Rattler View Condominiums Association, Inc., c) a copy of the floor plan of the unit and plot plan showing the location of the residential buildings and other common areas for Rattler View Condominiums, and d) all covenants and restrictions affecting the use of the unit.
 3. Estimated Budget for Rattler View Condominiums Association.
 4. The form of agreement for the sale of the units, which is the agreement currently in place as amended herein.

Rattler Pointe, LLC

Buyer

Date

Seller

Date

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

Rattler View Condominium Association, Inc As of July 16, 2007
Name of Condominium Association

Q: What are my voting rights in the condominium association?

A: Each unit owner is entitled to one vote

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: See attached Rules and Regulations

Q: What restrictions exist in the condominium document on the leasing of my unit?

A: 1. No leases for less than 30 days
2. Notification of association of tenants names
3. Leases in writing

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: \$375 per quarter; Due Quarterly on January 1, April 1, July 1, and October 1.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: No

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: No

Note: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

This instrument prepared by:
John A. Grant
2121-G Killarney Way
Tallahassee, FL 32309

20070058788
THIS DOCUMENT HAS BEEN
RECORDED IN THE PUBLIC RECORDS
OF
LEON COUNTY FL
BK: 3733 PG:726, Page1 of 36
07/11/2007 at 02:03 PM,

BOB INZER, CLERK OF COURTS

DECLARATION OF CONDOMINIUM

This Declaration is made on June 28, 2007, pursuant to Fla. Stat. Ann. § 718.104, by Rattler Pointe, LLC, a limited liability company organized and existing under the laws of Florida, having its principal offices at 4800 Woodlane Circle, Tallahassee, Leon County, State of Florida, referred to below as "developer."

1. **Submission of property.** Developer, who is owner in fee simple absolute of the lands, the building, and all other improvements constructed or to be constructed thereon, together with all easements, rights, and appurtenances belonging to it, and all other property, personal or mixed, intended for use in connection with it, as described below and collectively referred to as the "property," declares certain divisions, covenants, restrictions, limitations, conditions, and uses respecting the property, intending to submit the property to the provisions of Chapter 718 of the Florida Statutes, referred to below as the Condominium Act, and further intending to create covenants running with the land and binding developer and its successors and assigns forever.

2. **Name of condominium.** The name by which the property shall be known is RATTLER VIEW CONDOMINIUMS.

3. **Description of land.** The land on which the building and improvements constituting the property are to be located is described in Exhibit A attached hereto and by this reference made a part hereof. The Property is depicted on the survey and sketches attached hereto as composite Exhibits B and C and by this reference made a part hereof.

4. **Description of building.** The two two-story buildings to be constructed on the land, which are depicted on the plans and sketches attached hereto as composite Exhibit C and by this reference made a part hereof, will be used solely for residential/family housing. Each building will be constructed principally of brick and lap siding. One building will consist of four separate side by side units; the other building will consist of ten side by side units.

5. **Units.** As depicted in surveys, plans, plats and sketches of the land and buildings as attached as Exhibits B and C, the four unit building will contain four separate units of approximately 1,265 square feet each, designated and numbered consecutively from one to four. The ten unit building will contain ten separate units of approximately 1,265 square feet each, designated and numbered consecutively from five to fourteen.

As shown on the floor plans of the building referred to previously in this section, each unit will consist of the area enclosed by the interior surfaces of its perimeter walls, floors, and ceilings, and the exterior surfaces of its balconies and terraces, including the portions of the building so described and the airspace so enclosed, but not including any common elements located therein. When interpreting deeds, mortgages, deeds of trust, and other instruments of any representation of any unit contained in the plats referred to above, the existing physical boundaries of such unit or any unit reconstructed in substantial accordance with the original plans of such unit shall be conclusively presumed to be the boundaries regardless of any settling, rising, or lateral shifting of the building.

6. **General common elements.** The general common elements shall consist of the following:

- (a) the parcel of land described above as Exhibit A;
- (b) all gardens, park areas, and recreational and community facilities;
- (c) all stormwater management facilities, drainage areas, and other stormwater structures;

- (d) all retaining walls and buffers;
- (e) the dumpster, trash compacter, and recycling pad as denoted in Exhibit B and all equipment and receptacles located thereon;
- (f) the driveway and curbs;
- (g) central and appurtenant installations for services such as power, telephone, plumbing, and light;
- (h) all sewer pipes located outside the units;
- (i) all roofs;
- (j) all perimeter walls and all walls *separating units*, not including interior surfaces of such walls; and
- (k) all other elements of the property desirable or rationally of common use, necessary to the existence, upkeep, and safety of the condominium regime, or designated common elements by the Florida Condominium Act as that Act may be from time to time amended.

7. Limited common elements. The limited common elements shall be comprised of the parking pads located between the driveway and all of the units.

8. Ownership of common elements. Each owner of a unit will own in fee simple absolute a proportionate, undivided one-fourteenth (1/14) interest in the common elements listed in Section 6.

9. Proportionate representation; participation in common profits and expenses. Each unit owner will share in the common profits and expenses, as defined below, and in the total voting power of the association of owners, in accordance with such unit owner's interest in the common elements as set forth above.

a. For purposes of this declaration, "common profits" means the excess of all receipts over all disbursements of the association.

b. For purposes of this declaration, "common expenses" means expenses for the administration, maintenance, and repair of the property, and all sums that may be designated common expenses by this declaration or the bylaws of the association.

10. Covenants and agreements. Grantor, its successors and assigns, by this declaration, and all future owners of units, by acceptance of their respective deeds, covenant and agree as follows:

a. The common elements will remain undivided, and no right will exist to partition or divide any of them, except when termination of the condominium and its removal from the provisions of Chapter 718 of the Florida Statutes is authorized by unanimous agreement of all of the owners of the condominium and all creditors in whose behalf the encumbrances are recorded against the condominium. On such authorization, all unit owners, mortgagees, and lienors shall execute and file for record in the office where this declaration is filed, an instrument of revocation of this declaration. On the filing of such instrument of revocation, the owners shall *become tenants* in common of the property, and each shall own an undivided interest therein equal to the percentage of his or her undivided interest in the common elements before the filing of such instrument. On the filing of such instrument of revocation, all liens shall be transferred to the undivided share in the condominium property attributable to the unit originally encumbered by the lien in its same priority. Termination of the condominium shall not bar subsequent resubmission to the provisions of such Act in accordance with the terms thereof.

b. Each unit owner will have an easement in common with all other unit owners for the use and maintenance of all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in any of the other units and serving his or her unit, and each unit will be subject to such easement in favor of owners of all other units. Subject to reasonable regulation as may be provided in the bylaws, the board of administration will have a right of access to each unit to inspect

it, and to maintain, repair, or replace all common elements located within it.

c. Units will be occupied and used by the respective owners only as private dwellings for the owner, the owner's family, tenants, and social guests, and for no other purpose.

d. Each owner of a unit or units will, automatically on becoming owner of the unit or units, become a member of Rattler View Condominiums Association, Inc., referred to here as the association, and will remain a member until his or her ownership ceases, at which time membership in the association will also cease.

e. Administration of the condominium will be in accordance with the provisions of this declaration and the bylaws of the association, attached as Exhibit E, as those documents may be amended from time to time.

g. Each unit owner, and all tenants who are occupants of units will comply with the provisions of this declaration, and the bylaws, decisions, and resolutions of the association, as lawfully amended from time to time. Failure to comply with these provisions, decisions, or resolutions will be grounds for an action to recover sum due for damages or injunctive relief, or both, maintainable by the association or by any unit owner or by a person who holds a blanket mortgage or unit mortgage and is aggrieved by any such noncompliance.

h. No unit owner may exempt himself or herself from liability for his or her proportionate share of the common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his or her unit.

11. Assessment liens. All sums assessed by the association for common charges applicable to any unit remaining unpaid will constitute a lien on the unit prior to all other liens except: (a) assessments, liens, and charges in favor of the state or any political subdivision thereof for taxes past due and unpaid on the unit; and (b) amounts unpaid under mortgage instruments duly recorded. This lien may be foreclosed by suit of the RATTLER VIEW CONDOMINIUMS ASSOCIATION, INC. in like manner as a mortgage of real property.

12. Acquisition of unit at foreclosure or other sale; effect. Where the mortgagee under a duly recorded instrument, or any other purchaser, obtains title to a unit as a result of foreclosure or exercise of a power of sale, such purchaser, his or her heirs, successors, and assigns, will not be liable for the share of common expenses or assessments by the association chargeable to the unit for any period prior to the acquisition of title to the unit by the purchaser to the extent allowed by Florida law.

13. Destruction of or damage to property; effect. In the event the property is damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided in the bylaws of the association. In the event the property is not repaired, reconstructed, or rebuilt within a reasonable time, any unit owner is entitled to equitable relief as provided in § 718.118, Florida Statutes.

14. Eminent domain. If all or any part of the common elements shall be taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the association and distributed by it among unit owners in proportion to their respective undivided interests in the common elements or limited common elements so taken, injured, or destroyed, except that such funds as are deemed by the association necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

If all or any part of any unit or unites, other than the undivided interest or interests in the general and limited common elements appurtenant to it, is taken, injured, or destroyed by eminent domain, each unit owner so affected will be entitled to participate directly in the proceedings incident to it. Any damages will be payable directly to the unit owner or owners.

15. Conveyance of units; unpaid assessments. On the voluntary sale or conveyance of a unit, all unpaid assessments against the unit will first be paid by the unit owner from the proceeds of sale or by the purchaser in preference to any other assessments or charges of whatever nature except: (a) assessments, liens, and charges in favor of the state for taxes past due and unpaid on the unit; and (b) amounts due under a duly recorded mortgage. Any payment by purchaser will be without prejudice to the right of the purchaser to recover from his or her seller any amounts for which he or she was not liable under his or her contract of sale.

Additionally, any purchaser, mortgagee, or trust deed beneficiary will be entitled to a statement from the board of administration setting forth the amount of unpaid common charges due the association from any seller.

16. **Insurance.** The board of administration of the association, or the managing agent, will obtain and continue in effect insurance against loss by fire or other casualties in form and amounts satisfactory to mortgagees holding first mortgages covering a majority of units, but without prejudice to the right of each unit owner to obtain individual unit insurance as he or she may see fit. The board of administration, or the managing agent, shall also obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the common elements and limited common elements in such form and amounts, satisfactory to mortgagees holding first mortgages on the units, as shall be determined by the board of administration. Insurance premiums for such insurance coverage will be a common expense to be paid by monthly assessments levied by the association. These payments will be held in a separate escrow account of the association, and will be used solely for the payment of the insurance premiums as those premiums become due.

17. **Duties and liabilities of developer.** So long as developer, its successors and assigns, owns one or more of the units established and described herein, developer, its successors and assigns, will be subject to the provisions of this declaration and of all attached exhibits. Grantor further covenants to take no action that would adversely affect the right of the association with respect to assurances against latent defects in the property, or other rights assigned to the association by reason of the establishment of the condominium.

18. **Unit owners' association.** The administration and management of the condominium shall be vested in an association. The association shall be organized as a Florida corporation and shall be governed by bylaws. The articles of incorporation creating the unit owners' association is annexed as Exhibit D.

19. **Unit owners' membership and voting rights in association.** The unit owners' membership and voting rights in the association shall be as provided in the bylaws annexed as Exhibit E. All agreements and determinations lawfully made by the association in accordance with the voting percentages established in the bylaws shall be binding on all unit owners, their heirs, successors, and assigns.

20. **Amendment of declaration.** This declaration may only be amended at a meeting of the unit owners at which the amendment is approved by the holders of at least eighty percent (80%) of the ownership interest in the condominium. No such amendment shall be effective until recorded in the office of the Clerk of the Circuit Court of the County of Leon, State of Florida.


21. **Invalidity.** If one or more provisions of this declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this declaration.


22. **Waiver.** No provision contained in this declaration will be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of the failure of enforcement.

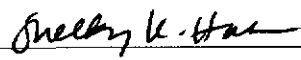
23. **Captions.** Captions are inserted in this declaration for convenience and reference only, and will not be taken in any way to limit or describe the scope of this declaration or any of its provisions.

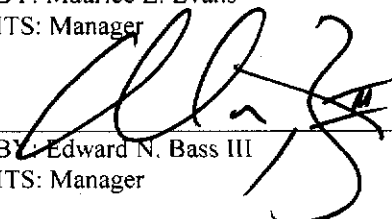
In witness, developer has executed this declaration on June 29, 2007.

Signed and delivered in the presence of:


Print Name John A. Grant


BY: Maurice E. Evans (seal)
ITS: Manager


Print Name Shelby K. Hanna


BY: Edward N. Bass III (seal)
ITS: Manager

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29 day of June, 2007, by Maurice E. Evans and Edward N. Bass III, who is/are personally known to me or produced _____ as identification and who did not take an oath.


Notary Public



John A. Grant
Commission # DD259640
Expires January 10, 2008
Blended Tray Firm - Insurance, Inc. 900-385-7019

JOINDER BY MORTGAGEE

By signature below, the named mortgage holder hereby consents to this Declaration of Condominium and joins in its execution.

Executed on this 3 day of July, 2007.

Farmers and Merchants Bank
2000 Apalachee Parkway
Tallahassee, FL 32301

Patti J. Sherer
Print Name Patti J. Sherer

[Signature]
BY: Darrin McGlammy
ITS: v.l.



Kay Christensen
Print Name KAY CHRISTENSEN

STATE OF FLORIDA,
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 3 day of July, 2007, by Darrin McGlammy, who is/are personally known to me or produced _____ as identification and who did not take an oath.

Patti J. Sherer
Notary Public

Please Return to:
Hayward & Grant, P.A.
2121-G Killamey Way
Tallahassee, FL 32309

Rec: 52.50 Doc: _____

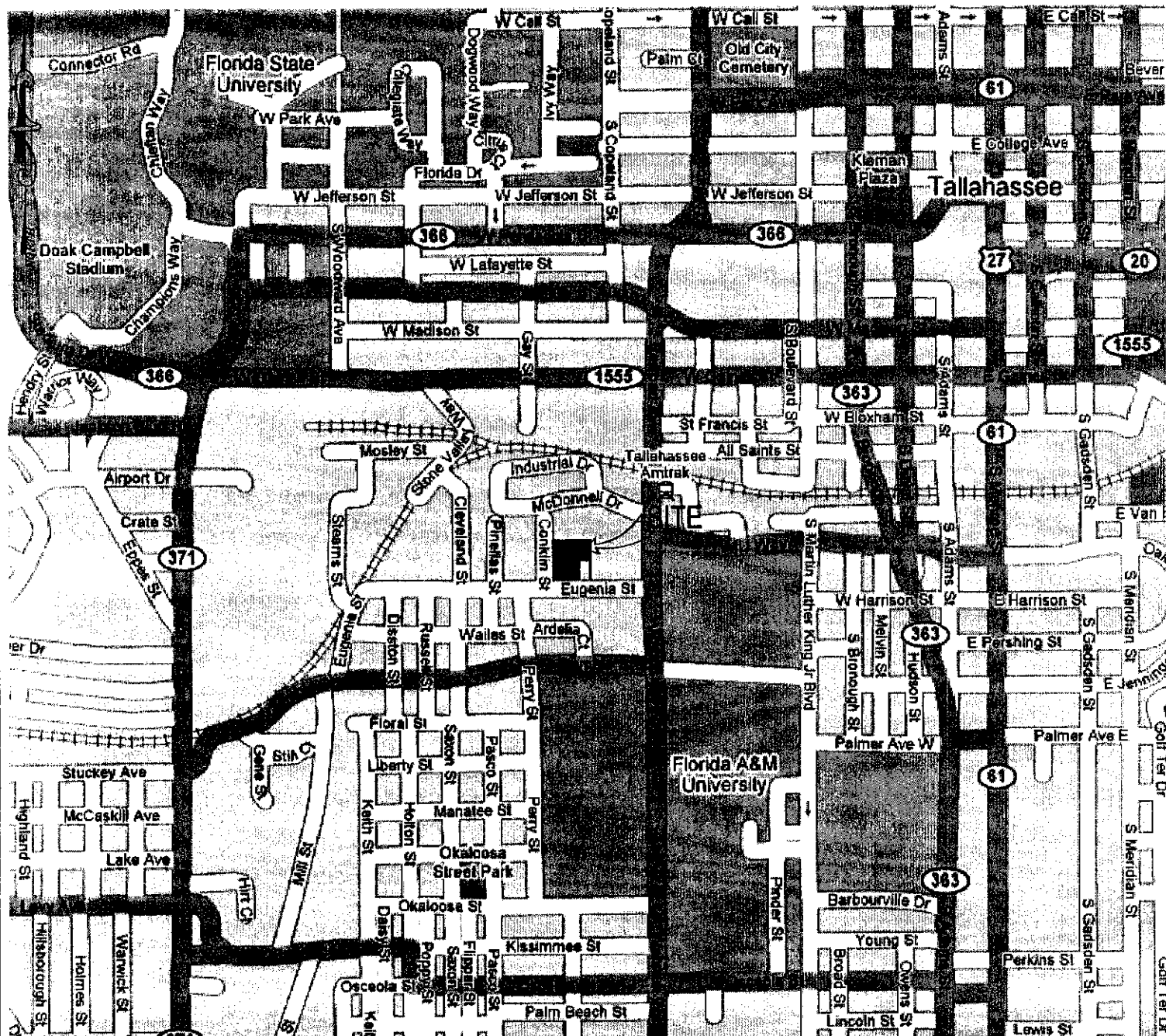
Tax: _____

Total: 52.60

Re: re: Pattersons Condoms

Attn: Shelby

RATTLER VIEW CONDOMINIUMS



VICINITY MAP
NOT TO SCALE

CONTENTS

PAGE	DESCRIPTION
C-1	COVER SHEET
C-2	LEGAL DESCRIPTION & GENERAL NOTES
C-3	CONDOMINIUM BOUNDARY
C-4	SITE PLAN DETAIL
C-5 - C-6	ARCHITECTURAL FLOORPLAN (UNITS 1-4)
C-7 - C-10	ARCHITECTURAL FLOORPLAN (UNITS 5-14)
C-11	ELEVATION VIEW (UNITS 1-4)
C-12	ELEVATION VIEW (UNITS 5-14)

I, Larry D. Davis, a Professional Land Surveyor authorized to practice in the State of Florida (License No. 5254) hereby certify that the Condominium Survey of "RATTLER VIEW", a residential Condominium meets the "Minimum Technical Standards for Land Surveying in the State of Florida," pursuant to Chapter 61G17-6 Florida Administrative Code, and that this material, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the proposed improvements, and that the identification, location and dimensions of the Common elements, Limited Common Elements and of each Unit can be determined from these materials, pursuant to F.S. Ch. 718.104(4)(c).

Date: JUN 20 2007

Signature: [Signature]

BOC BACK OF CURB
CL CENTERLINE
CH= CHORD BEARING AND DISTANCE
A= DELTA OR CENTRAL ANGLE
(C) CALCULATED INFORMATION
(D) DEED INFORMATION
(D.B) DEED BOOK
FCM FOUND 4"x4" CONCRETE MONUMENT
FNC FOUND NAIL IN CAP
FSM FOUND SURVEY MARKER (AS LABELED)
L= LENGTH OF ARC
ORP OFFICIAL RECORDS BOOK AND PAGE
(P) PLAT INFORMATION

PRP PLAT BOOK AND PAGE
POB POINT OF BEGINNING
POB POINT OF BEGINNING
R/W RIGHT-OF-WAY
R/W RIGHT-OF-WAY
(S) SURVEY INFORMATION
SCM SET 4"x4" CONCRETE MONUMENT LBN7245
SRC SET ROD AND CAP (87245)
SNC SET NAIL AND CAP (87245)
#000 PROFESSIONAL LAND SURVEY CERTIFICATE

LEGEND

TELEPHONE POLE
SIGNAL POLE
GUY ANCHOR
GAS METER
GAS VALVE
WATER VALVE
WATER VALVE
SANITARY SEWER FLOW ARROW
SET ROD & CAP (87245)

ELECTRIC BOX
TELEPHONE PEDESTAL
GUY POLE
POWER POLE
LIGHT POLE
FIRE HYDRANT
CURB INLET
YARD DRAIN
GATE INLET
SANITARY SEWER MANHOLE
SANITARY SEWER MANHOLE
SANITARY SEWER MANHOLE
SANITARY SEWER MANHOLE

STORM FLOW ARROW
BENCHMARK
MONITORING WELL
HOSE BID
WATER METER
SANITARY SEWER MANHOLE
FOUND SURVEY MARKER (AS LABELED)
FOUND / SET 4"x4" CONCRETE MONUMENT (AS LABELED)

TREE (8" OAK)

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Moore Bass
CONSULTING
TALLAHASSEE DESTIN ATLANTA
www.moorebass.com

NO. 5254
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

GRAPHIC SCALE
1 inch = NTS ft.
0 1 2 3 4 5 6 7 8 9 10
N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A

CONTRACT #	G01.001	ARCHIVE
NOTEBOOK #	N/A	PAGE #
FIELD DATE	4/12/07	DRAWN BY
SHEET TITLE	COVER SHEET	

MOORE BASS CONSULTING, INC.
805 N. GADSDEN STREET
TALLAHASSEE, FL 32303 (850) 222-5878
CERTIFICATE OF AUTHORIZATION No. 00007245

CLIENT NAME
EVANS CONSTRUCTION AND DEVELOPMENT

PROJECT NAME
RATTLER VIEW CONDOMINIUMS

SHEET TITLE
COVER SHEET

C-1

LEGAL DESCRIPTION:

PROPERTY AS RECORDED IN OR BOOK 5, PAGE 96, LYING IN SECTION 1, TOWNSHIP 1, SOUTH, RANGE 1, WEST, LEON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION ONE, TOWNSHIP ONE, SOUTH, RANGE ONE WEST, DESCRIBED AS FOLLOWS: COMMENCING SIX HUNDRED AND SEVENTY-FIVE WEST OF THE SOUTHEAST CORNER OF SAID QUARTER, QUARTER, RUNNING THENCE NORTH TWO HUNDRED AND TEN FEET, MORE OR LESS, TO A TEE-IRON STAKE, THENCE WEST TWO HUNDRED AND FIVE FEET, THENCE SOUTH TWO HUNDRED AND TEN FEET, MORE OR LESS, TO A TEE-IRON STAKE, THENCE EAST TWO HUNDRED AND FIVE FEET TO THE PLACE OF BEGINNING, SAID LOT OF LAND CONTAINING ONE ACRE, MORE OR LESS, AS DESCRIBED BY DEED FROM CORA B. WILLIAMS, TO WILLIAM KING, RECORDED IN DEED BOOK NO. 1 AT PAGE 418, PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

LESS AND EXCEPT A PORTION OF THE LANDS DESCRIBED IN OR BOOK 1420, PAGE 1672, LEON COUNTY, FLORIDA.

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP ONE SOUTH, RANGE ONE WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING 675 FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER-QUARTER, AND RUN THENCE WEST 10 FEET TO A POINT WHICH IS THE POINT OF BEGINNING OF THE TRACT HEREBY CONVEYED, AND FROM THIS SAID BEGINNING POINT, THENCE RUN NORTH 100 FEET, AND THENCE WEST 50 FEET, AND THENCE SOUTH 100 FEET, AND THENCE EAST 50 FEET TO THE BEGINNING POINT, THIS CONVEYED LAND FRONTS 50 FEET ON EUGENIA STREET.

GENERAL NOTES:

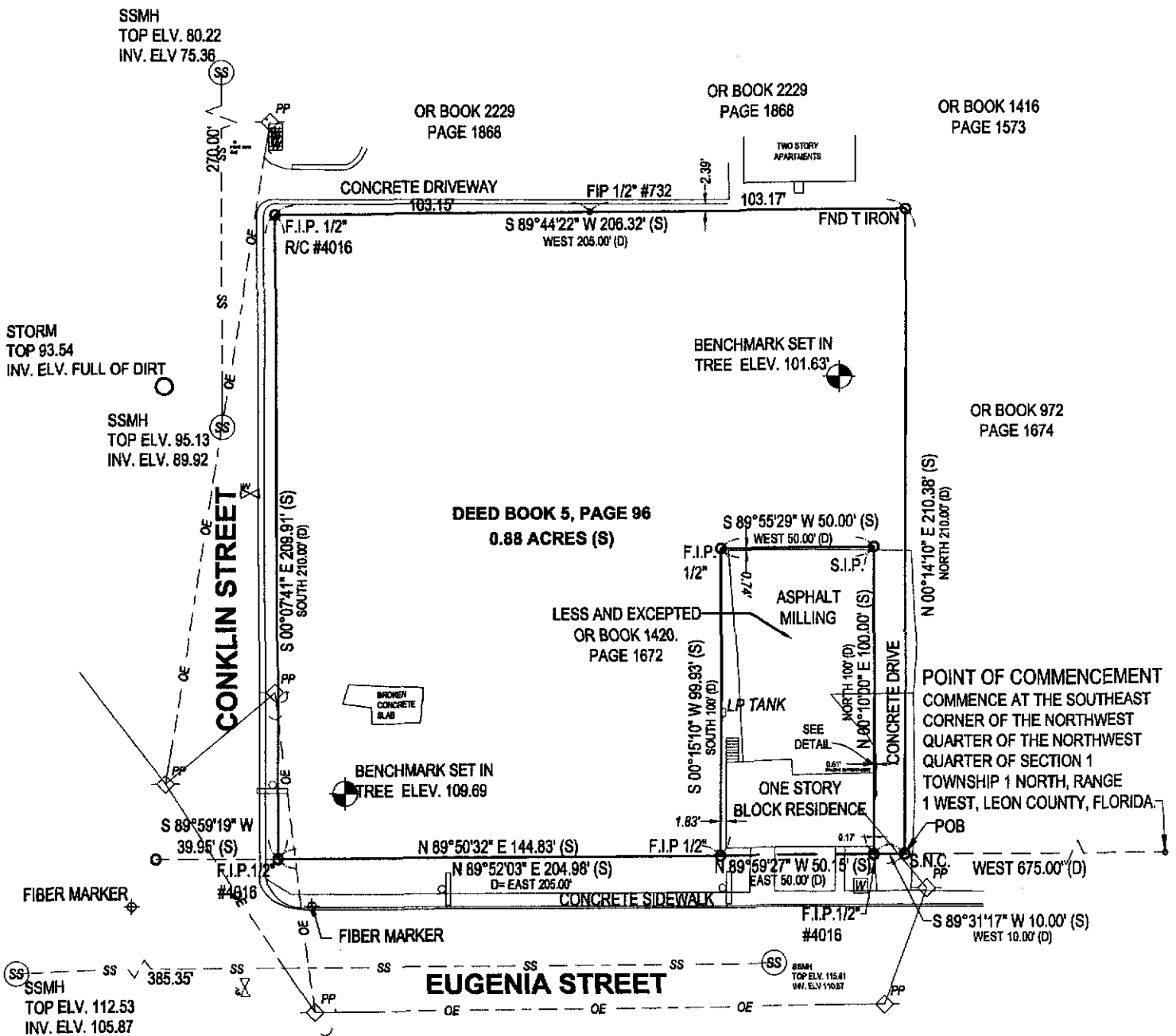
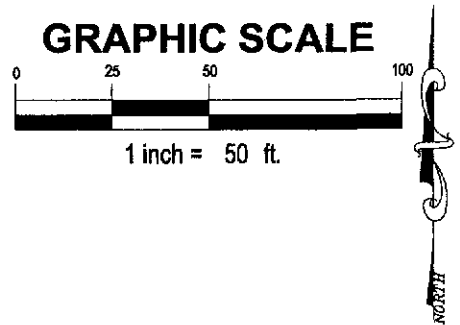
01. ALL INDIVIDUAL UNIT DIMENSIONS DEPICTED HEREIN ARE FROM ARCHITECTURAL PLANS AND ARE TO THE INSIDE FACE OF FINISHED SIDE WALLS & FROM THE ENTRANCE DOOR TO THE INSIDE FACE OF THE OUTERMOST END WALL. ARCHITECTURAL INFORMATION PROVIDED BY TOM BRAM.
02. ALL AREAS OUTSIDE INDIVIDUAL UNITS ARE COMMON ELEMENTS, UNLESS NOTED OTHERWISE.
03. UNIT DESCRIPTIONS:
- UNITS:** EACH OF THE CONDOMINIUM UNITS IS IDENTIFIED AND DESIGNATED AS SET FORTH IN THE SURVEY, GRAPHIC DEPICTION AND PLOT PLAN CONTAINED IN THIS DOCUMENT. EACH UNIT SHALL CONSIST OF THAT PART OF THE BUILDING CONTAINING SUCH UNIT AND LIES WITHIN THE BOUNDARIES OF THE UNIT. THE BOUNDARIES ARE AS FOLLOWS:
- UPPER BOUNDARIES:** THE PLANES OF THE UNDERSIDE OF THE FINISHED AND UNDECORATED CEILINGS OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.
- LOWER BOUNDARIES:** THE PLANES OF THE UPPER SIDE OF THE FINISHED AND UNDECORATED SURFACE OF THE FLOORS OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.
- INTERIOR WALLS:** NO PORTION OF THE NONSTRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF THE UNIT.
- PERIMETER BOUNDARIES:** THE PERIMETER BOUNDARIES WILL BE BOTH THE FINISHED AND UNDECORATED INTERIOR SURFACES OF THE PERIMETER WALLS OF THE UNIT AS SHOWN ON THE CONDOMINIUM PLOT PLAN, AND THE PLANES OF THE INTERIOR SURFACES OF THE UNIT'S WINDOWS, DOORS, AND OTHER OPENINGS THAT ABUT THE EXTERIOR OF THE BUILDING OR COMMON ELEMENTS, INCLUDING LIMITED COMMON ELEMENTS.
04. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS ARE DEFINED IN THE DECLARATION OF CONDOMINIUM.
05. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD. 83.
06. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACTION OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

NOTE:
1. SEE SHEET C-3 FOR CONDOMINIUM BOUNDARY.

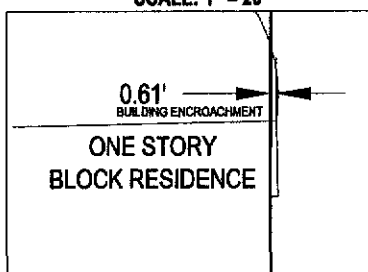
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	CONTRACT #	G01.001	ARCHIVE	
	DATE	4/12/07	DRAWN BY	AJT
CLIENT NAME	PROJECT NAME		SHEET TITLE	
EVANS CONSTRUCTION AND DEVELOPMENT	RATTLER VIEW CONDOMINIUMS		LEGAL DESCRIPTION AND GENERAL NOTES	C-2



ENCROACHMENT DETAIL
SCALE: 1" = 20'



- NOTE:
1. SEE SHEET C-2 FOR LEGAL DESCRIPTION.
 2. SEE SHEET C-1 FOR ABBREVIATION AND SYMBOL LEGEND.

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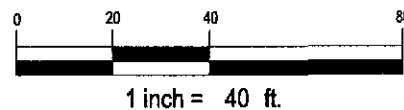
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FILE #	06-111	G01.001-CONDO.dwg	
CONTRACT #	G01.001	ARCHIVE	
DATE	4/12/07	DRAWN BY	AJT
PROJECT NAME		SHEET TITLE	C-3
RATTLER VIEW CONDOMINIUMS		CONDOMINIUM BOUNDARY	

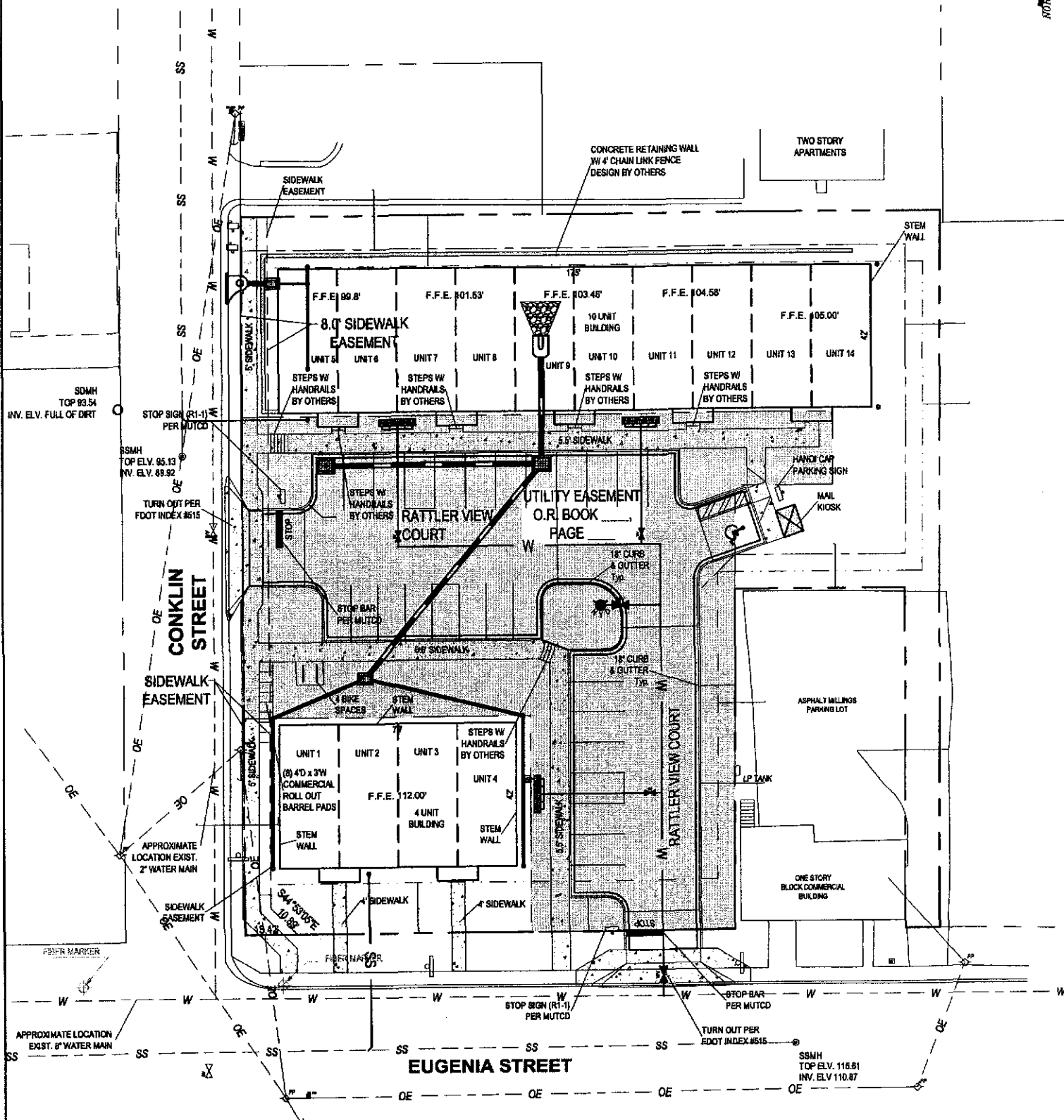
Moore Bass

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TALLAHASSEE DESTIN ATLANTA
www.moorebass.com

GRAPHIC SCALE



 = UTILITY EASEMENT
O.R. BOOK _____
PAGE _____



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CLIENT NAME
EVANS CONSTRUCTION AND DEVELOPMENT

PROJECT NAME
RATTLER VIEW CONDOMINIUMS

FILE # 06-111
CONTRACT # G01.001
DATE 4/12/07
DRAWN BY AJT

SHEET TITLE
SITE PLAN DETAIL

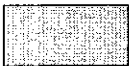
C-4

GRAPHIC SCALE



1 inch = 10 ft

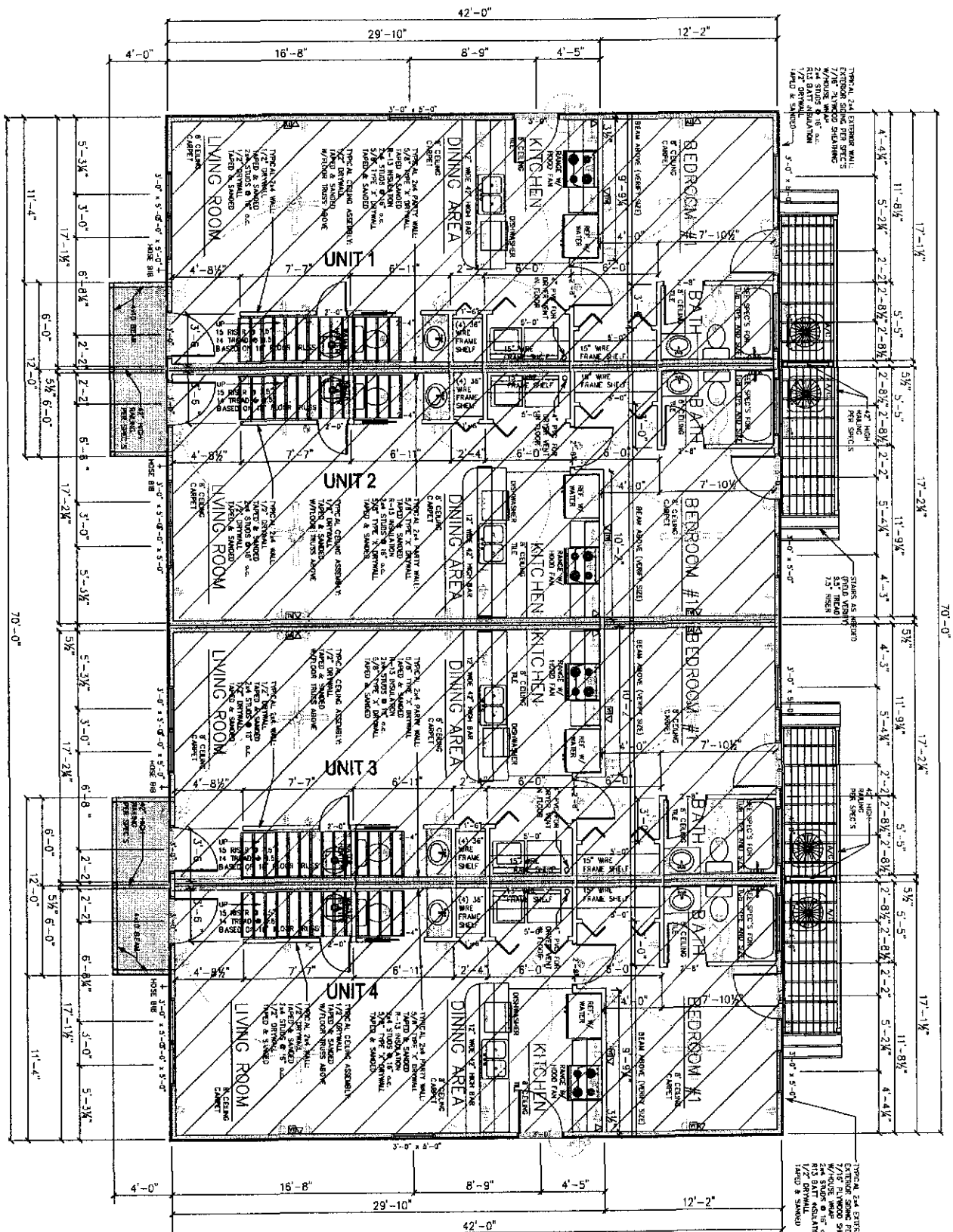
HATCH LEGEND



= LIMITED COMMON
ELEMENT AREA



= CONDOMINIUM
UNIT AREA



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CLIENT NAME
EVANS CONSTRUCTION AND DEVELOPMENT

FILE # 06-111
CONTRACT # G01.001
DATE 4/12/07
PROJECT NAME
RATTLEVIEW CONDOMINIUMS

G01.001-CONDO.dwg
ARCHIVE
DRAWN BY AJT
SHEET TITLE
FLOOR PLAN (4 UNIT COMPLEX)
(1ST FLOOR - UNITS 1-4)

C-5

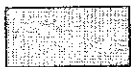
C O N S U L T I N G
TALLAHASSEE DESTIN ATLANTA
www.micrabast.com

GRAPHIC SCALE

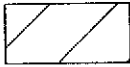


1 inch = 10 ft.

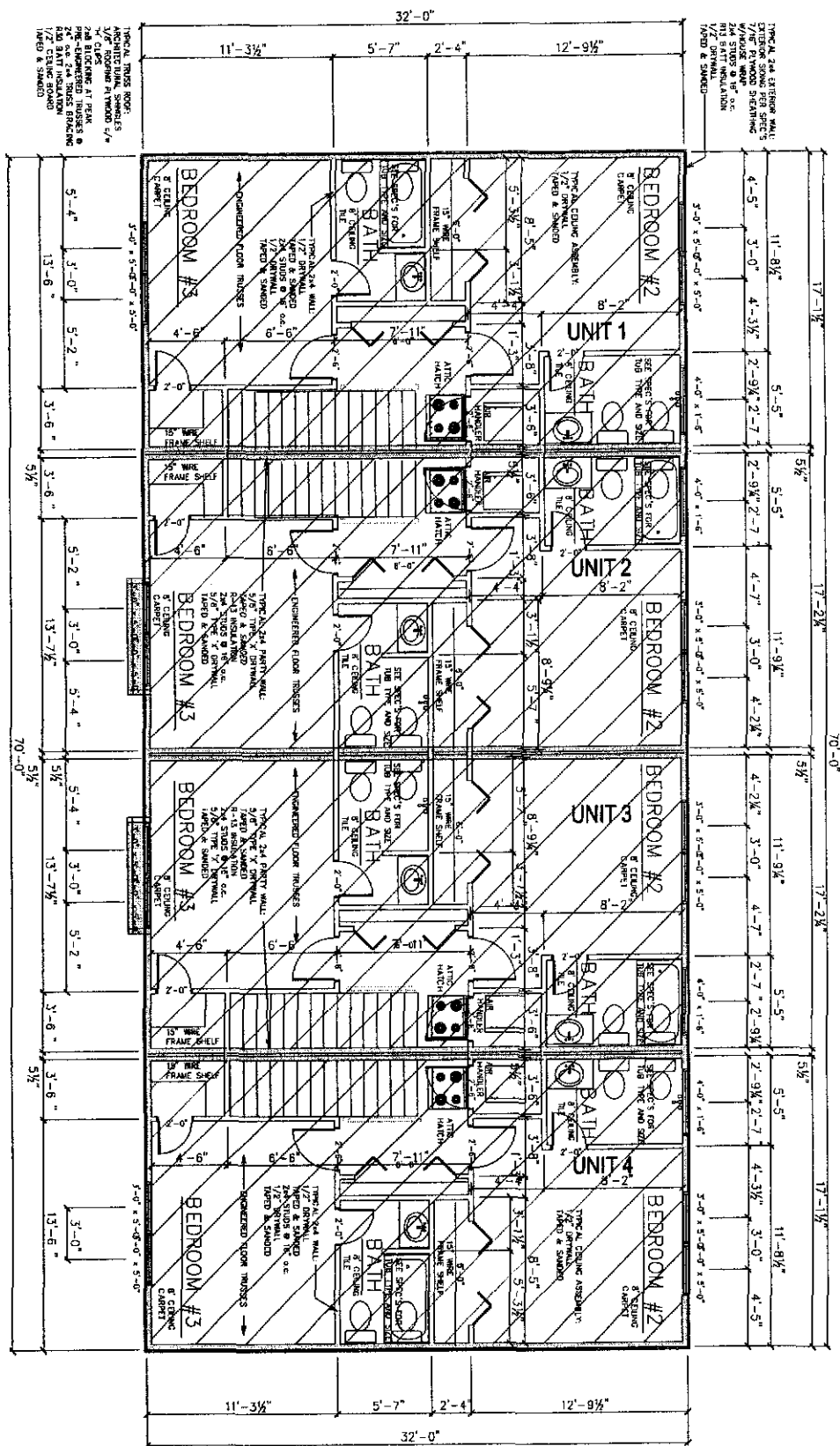
HATCH LEGEND



= LIMITED COMMON
ELEMENT AREA



= CONDOMINIUM
UNIT AREA



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FILE #

06-111

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CONTRACT #

G01.001

ARCHIVE

AJT

CLIENT NAME

EVANS CONSTRUCTION AND DEVELOPMENT

PROJECT NAME

RATTLER VIEW CONDOMINIUMS

SHEET TITLE

**FLOOR PLAN (4 UNIT COMPLEX)
(2ND FLOOR - UNITS 1-4)**

C-6

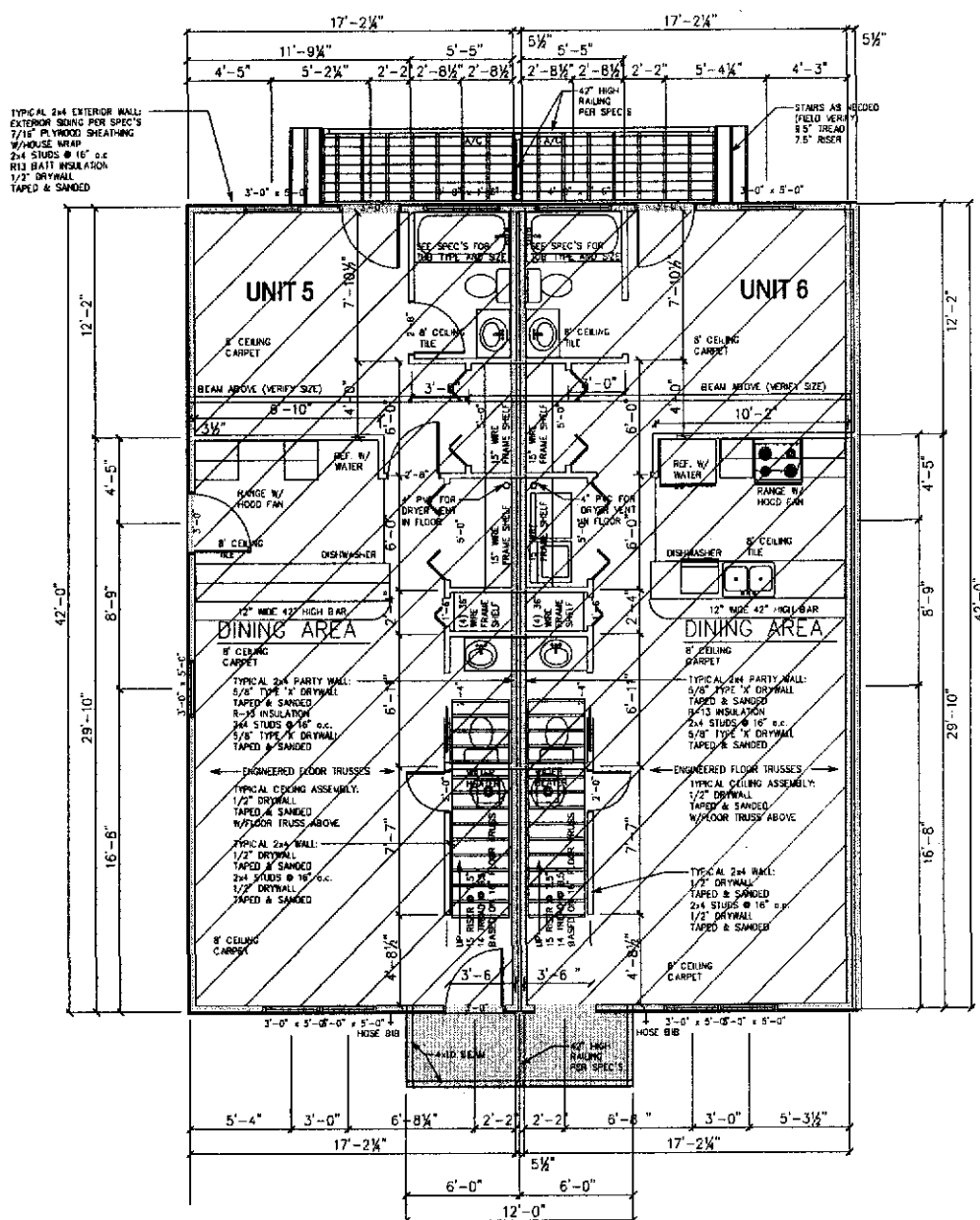
C O N S U L T I N G
TALLAHASSEE DESTIN ATLANTA
www.monobass.com

= LIMITED COMMON
ELEMENT AREA

= CONDOMINIUM
UNIT AREA

Age Group	No answer	Yes	Probably	Probably not
0-4	10%	10%	10%	10%
5-9	10%	10%	10%	10%
10-14	10%	10%	10%	10%
15-19	10%	10%	10%	10%
20-24	10%	10%	10%	10%

1 inch = 10 ft.

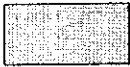


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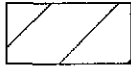
**FLOOR PLAN (10 UNIT COMPLEX)
(1ST FLOOR - UNITS 5 AND 6)**

C-7

HATCH LEGEND



= LIMITED COMMON
ELEMENT AREA

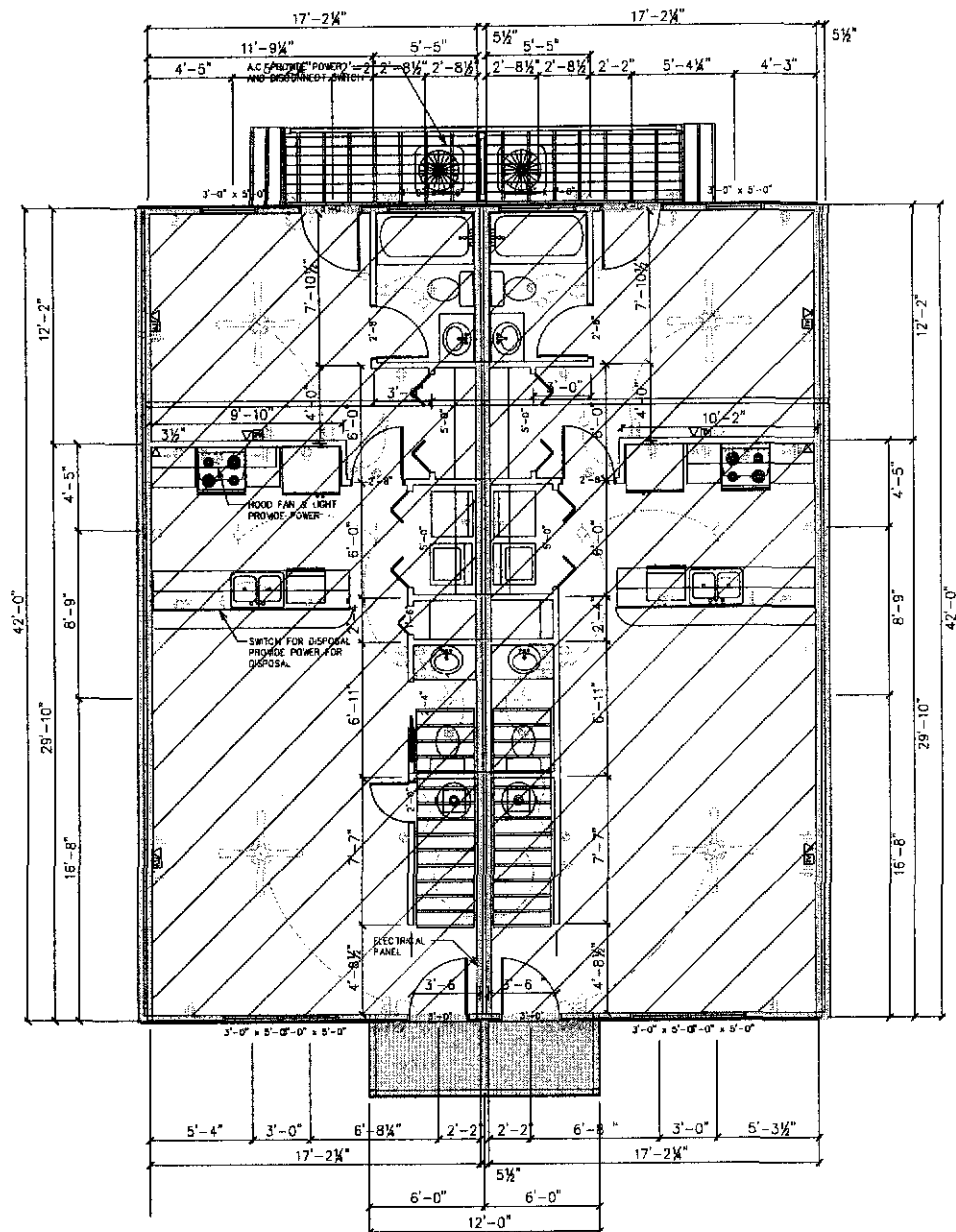


= CONDOMINIUM
UNIT AREA

GRAPHIC SCALE



1 inch = 10 ft.



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CLIENT NAME
EVANS CONSTRUCTION AND DEVELOPMENT

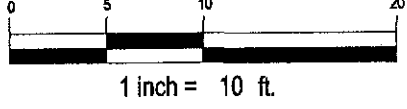
FILE # 06-111
CONTRACT # G01.001
DATE 4/12/07

PROJECT NAME
RATTLER VIEW CONDOMINIUMS

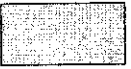
G01.001-CONDO.dwg
ARCHIVE
DRAWN BY AJT

SHEET TITLE
**FLOOR PLAN (10 UNIT COMPLEX)
(1ST FLOOR - UNITS 7-12)**

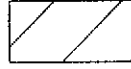
C-8



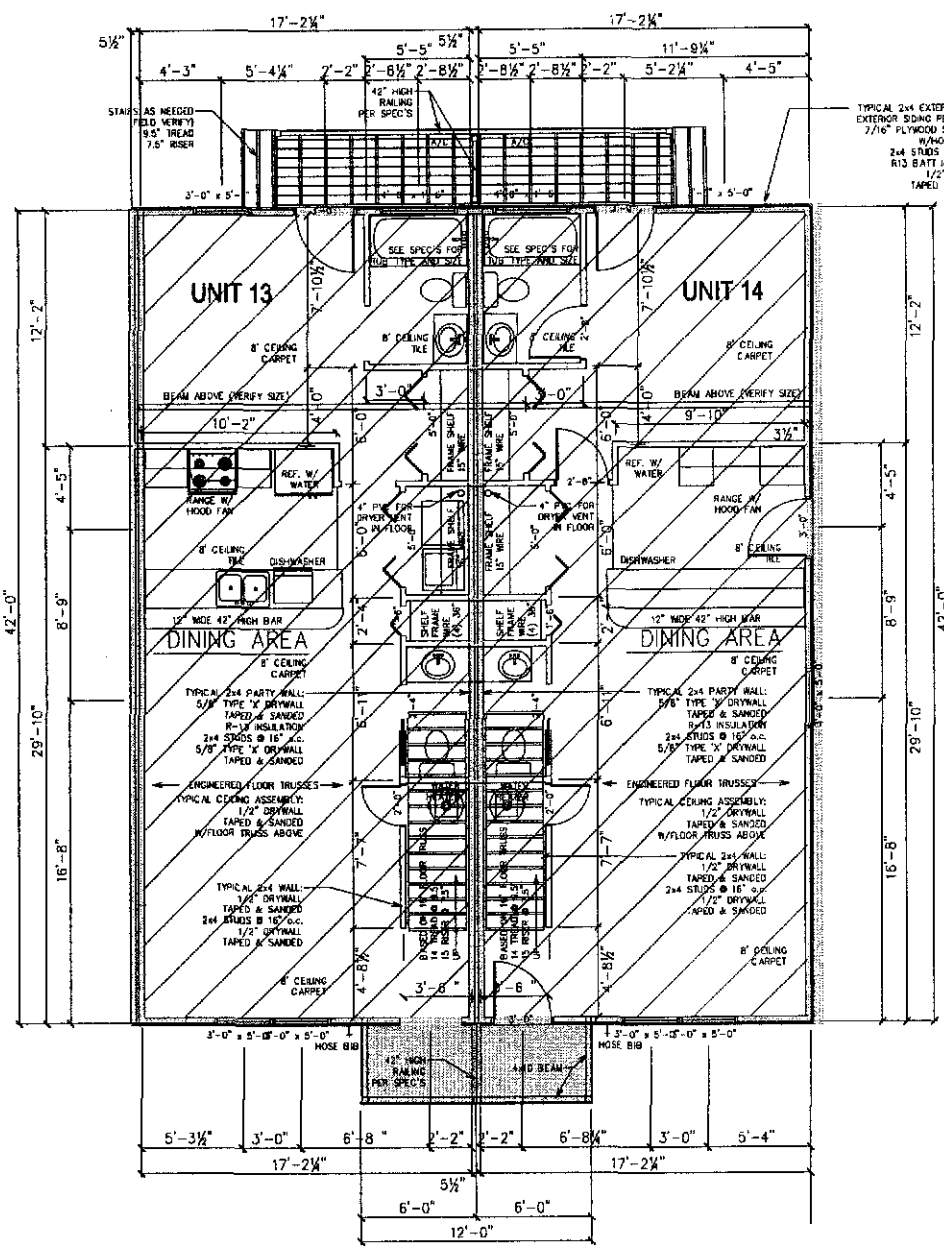
HATCH LEGEND



= LIMITED COMMON
ELEMENT AREA



= CONDOMINIUM
UNIT AREA



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	CONTRACT #	G01.001	ARCHIVE
	DATE	4/12/07	DRAWN BY
	DATE	4/12/07	AJT
CLIENT NAME	PROJECT NAME	SHEET TITLE	
EVANS CONSTRUCTION AND DEVELOPMENT	RATTLER VIEW CONDOMINIUMS	FLOOR PLAN (10 UNIT COMPLEX) (1ST FLOOR - UNITS 13 AND 14)	
			C-9

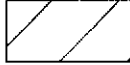
Moore Bass

CONSULTING
TALLAHASSEE DESTIN ATLANTA
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HATCH LEGEND

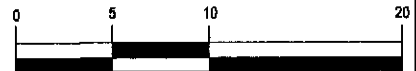


= LIMITED COMMON
ELEMENT AREA

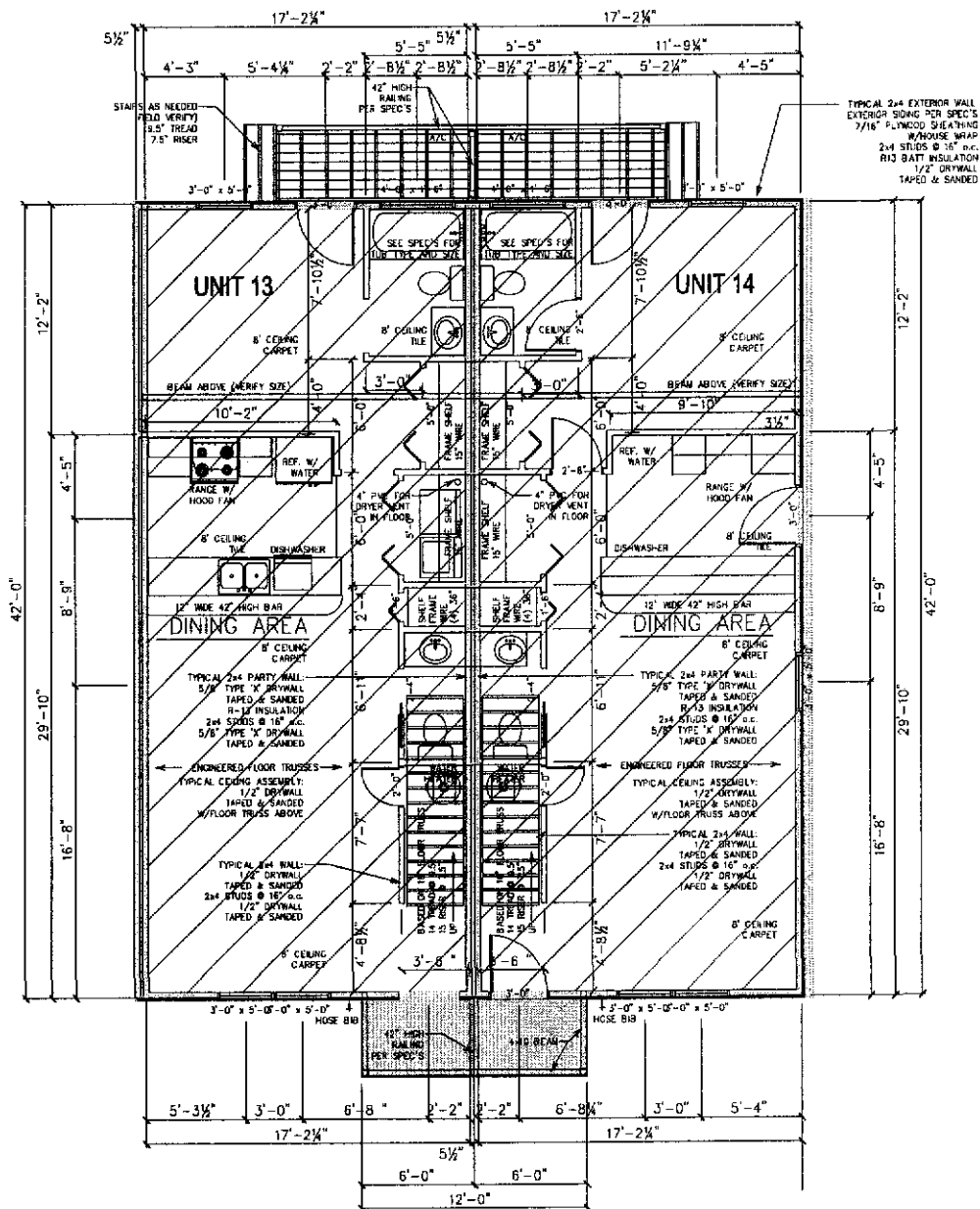


= CONDOMINIUM
UNIT AREA

GRAPHIC SCALE



1 inch = 10 ft.



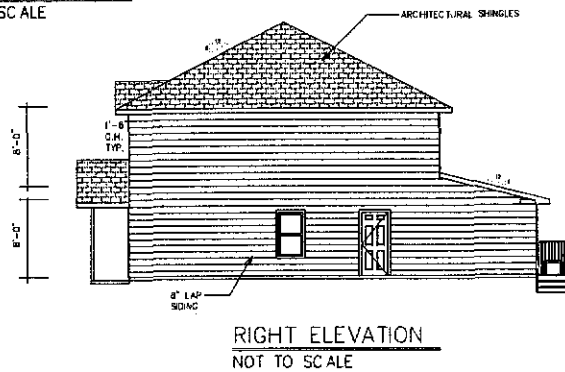
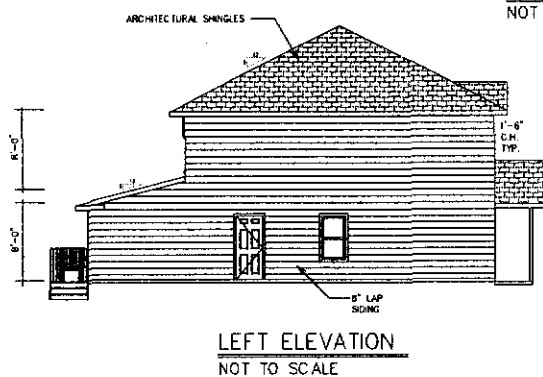
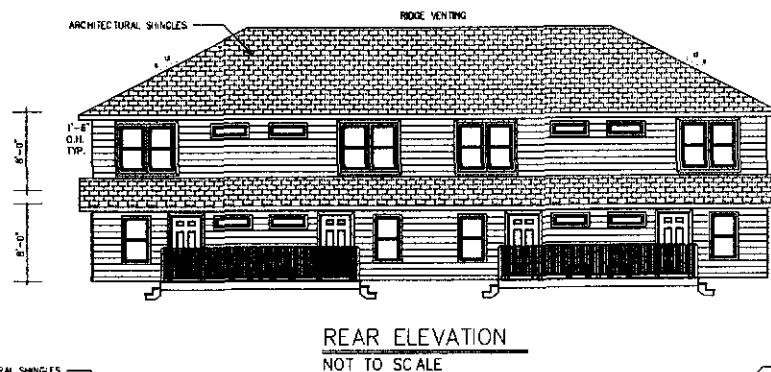
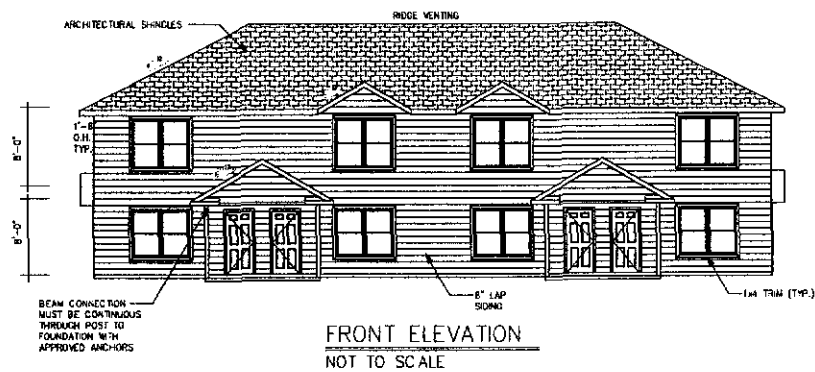
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CLIENT NAME
EVANS CONSTRUCTION AND DEVELOPMENT

FILE # 06-111
CONTRACT # G01.001
DATE 4/12/07
PROJECT NAME RATTLER VIEW CONDOMINIUMS

G01.001-CONDO.dwg
ARCHIVE
DRAWN BY AJT
SHEET TITLE
FLOOR PLAN (10 UNIT COMPLEX)
(1ST FLOOR - UNITS 13 AND 14)
C-10



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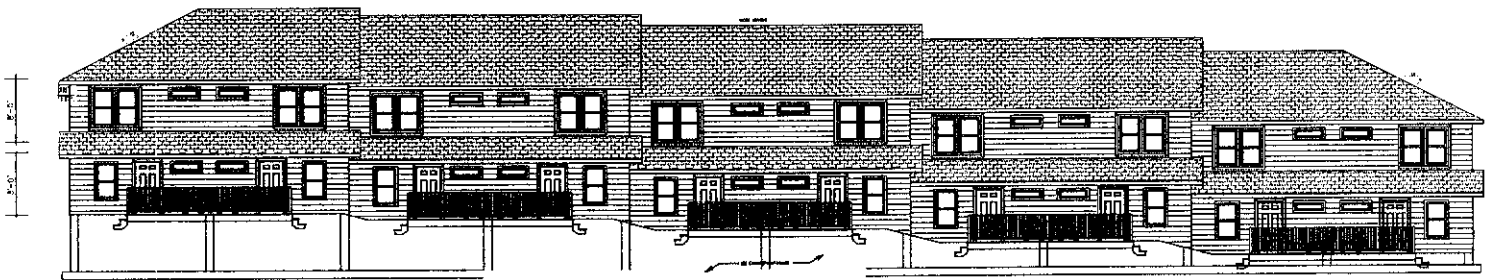
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FILE #	08-111	G01.001-CONDO.dwg
CONTRACT #	G01.001	ARCHIVE
DATE	4/12/07	DRAWN BY AJT
CLIENT NAME	PROJECT NAME	SHEET TITLE
EVANS CONSTRUCTION AND DEVELOPMENT	RATTLER VIEW CONDOMINIUMS	ELEVATION VIEW (UNITS 1-4)

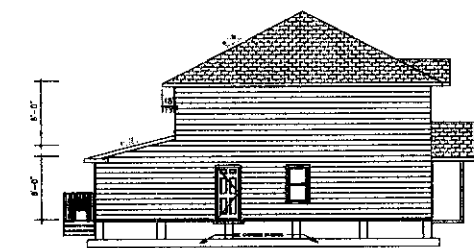
C-11



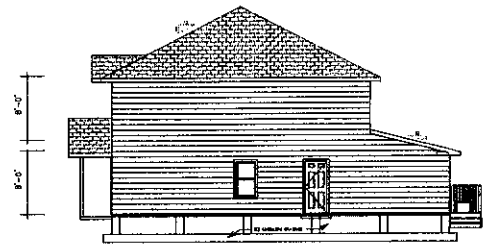
FRONT ELEVATION
NOT TO SCALE



REAR ELEVATION
NOT TO SCALE



LEFT ELEVATION
NOT TO SCALE



RIGHT ELEVATION
NOT TO SCALE

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FILE # 06-111
CONTRACT # G01.001
DATE 4/12/07

G01.001-CONDO.dwg
ARCHIVE
DRAWN BY AJT

CLIENT NAME
EVANS CONSTRUCTION AND DEVELOPMENT

PROJECT NAME
RATTLER VIEW CONDOMINIUMS

SHEET TITLE
ELEVATION VIEW
(10 UNIT COMPLEX)

C-12

Articles of Incorporation
of
Rattler View Condominiums Association, Inc.
A Nonprofit Corporation

The undersigned natural person of legal age, who is a citizen of the State of Florida, acting as an incorporator of a corporation under Chapter 617 of the Florida Statutes, hereby adopts the following articles of incorporation:

Article I

The name of the corporation is Rattler View Condominiums Association, Inc. (hereinafter the "Association"). The corporation's principal office and mailing address is 4800 Woodlane Circle, Tallahassee, FL 32303.

Article II

The Association is a not for profit corporation. It shall have directors who shall be elected in accordance with the bylaws of the corporation.

Article III

The period of its duration is perpetual.

Article IV

The Association is formed for primary purposes such as are authorized under chapters 617 and 718, Florida Statutes and include providing for the maintenance, preservation, administration and management of Rattler View Condominiums, a condominium created under Florida's Condominium Act pursuant to a declaration of condominium to be recorded in the Public Records of Leon County, Florida.

The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any member hereof. If, in any taxable year, the net income of the corporation from all sources other than casualty insurance proceeds and other non-recurring items exceeds the sum of total common expenses for which payment has been made or liability incurred within the taxable year, and reasonable reserves for common expenses and other liabilities, such excess shall be held by the corporation and used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each unit owner will be credited with the portion of any excess that is proportionate to his or her interest in the common elements of the condominium.

Article V

The street address of the initial registered office of the Association is 4800 Woodlane Circle, Tallahassee, FL 32303, and the name of its initial registered agent with an address of 4800 Woodlane Circle, Tallahassee, FL 32303, is Maurice E. Evans.

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to

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2007 JUN 21 AM 11:11
CLERK OF STATE
TALLAHASSEE, FLORIDA

act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.


Maurice E. Evans, Registered Agent

Article VI

Each condominium unit shall have appurtenant to it a membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit, except that no person or entity holding title to a unit as security for performance of an obligation shall acquire membership appurtenant to the unit by virtue of ownership. In no even may any membership be severed from the unit to which it is appurtenant. Each membership in the corporation shall entitle the holder or holders of it to exercise the proportion of the total voting power of the corporation corresponding to the proportionate undivided interest in the common elements appurtenant to the unit to which the membership corresponds, as established in the declaration..

Article VII

Maurice E. Evans, whose address is 4800 Woodlane Circle, Tallahassee, Florida 32303, and Edward N. Bass, III, whose address is 4800 Woodlane Circle, Tallahassee, FL 32303, as the initial directors of the Association.

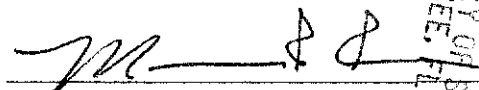
Article VIII

On dissolution, the assets of the Association will be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets will be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization organized and operated for such similar purposes.

Article IX

The name and street address of the incorporator is Maurice E. Evans, 4800 Woodlane Circle, Tallahassee, FL 32303.

Executed at Tallahassee, Leon County, Florida, on the 20 day of June, 2007.


Maurice E. Evans

STATE OF FLORIDA
COUNTY OF LEON

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2007 JUN 21 AM 11:11
CLERK OF THE
TALLAHASSEE, FLORIDA

The foregoing instrument was acknowledged before me this 20 day of June, 2007, by Maurice E. Evans, who is personally known to me or who produced _____ as identification.



John A. Grant
Commission # DD259640
Expires January 10, 2008
Florida Title Insurance, Inc. 800-385-7019

BYLAWS OF RATTLER VIEW CONDOMINIUMS, A CONDOMINIUM PURSUANT TO THE FLORIDA CONDOMINIUM ACT

ARTICLE I. PLAN OF UNIT OWNERSHIP

Section 1. Unit ownership. The condominium, located in the City of Tallahassee, County of Leon, State of Florida, and known as Rattler View Condominiums, was submitted to the provisions of Chapter 718 of the Condominium Act, by declaration recorded simultaneously with these bylaws in the Public Records of Leon County, Florida.

Section 2. Applicability to property. The provisions of these bylaws are applicable to the "condominium," which term includes the land, the building(s) and all other improvements on it, all easements, rights, and appurtenances belonging to it, and all other property, personal or mixed, intended for use in connection with it.

Section 3. Applicability to persons. All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the condominium in any manner will be subject to these bylaws, relevant unit deeds, and rules and regulations pertaining to the use and operation of the condominium property. Acquisition, rental, or occupancy of any unit in the condominium will be sufficient to signify acceptance and ratification of the provisions of the above instruments, and an agreement to comply with them.

Section 4. Office. The office of the condominium and of the Board of Administration shall be located at 4800 Woodlane Circle, Tallahassee, Florida, as the board from time to time may designate.

Section 5. Classes of Membership. The corporation shall have only one class of membership. Each condominium unit shall have appurtenant to it a membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit. In no event may any membership be severed from the unit to which it is appurtenant. If a unit has more than one owner, then those owners jointly are considered as one member of the corporation.

Section 6. Property Rights. No member shall have any right, title, or interest in any of the property or assets, including earnings or investment income of this corporation, nor shall any of the corporations's property or assets be distributed to any member on its dissolution or winding up.

Section 7. Liability of members. No member of this corporation shall be personally liable for any of its debts, liabilities, or obligations. Furthermore, the corporation expressly agrees to indemnify and hold harmless members and officers from any liability incurred in their capacity as members and officers of the corporation, except for intentional wrongful conduct.

Section 8. Title to Units. Title to units may be acquired and held in the name of an individual, in the name of two or more persons as joint tenants, tenants in common, or any other joint estate recognized under Florida law, or in the name of a corporation or other legal entity, a partnership, or a fiduciary.

ARTICLE II. BOARD OF ADMINISTRATION

Section 1. The association and Board of Administration. The affairs of the condominium shall be administered and managed by an association of unit owners organized as a Florida corporation not for profit, having the name Rattler View Condominiums Association, Inc., referred to below as the "association." All power and authority of the association shall be exercised through its board of directors, to be known as the "Board of Administration," consisting of five members.

Section Two. Composition of Board of Administration. Members of the Board of Administration shall be designated by Rattler Pointe, LLC, referred to below as "developer," or elected by unit owners as follows:

(a) Until 15% of the units that will eventually be operated by the association are owned by unit owners other than developer, and, after that, until successors shall have been elected by unit owners, the Board of Administration shall consist of the officers and directors of developer as developer shall from time to time designate.

(b) Then, in an election by unit owners as provided by law and in these bylaws, unit owners other than developer shall elect two members of the board, and an equal number of the members previously designated by developer shall resign.

(c) The unit owners' representation on the board specified above shall continue until an election, as provided by law and in these bylaws, after the earliest of: (1) the date three years after sales by developer of 50% of the units in the condominium have closed; (2) the date three months after sales by developer of 90% of the units in the condominium have closed; or (3) the date when all the units have been completed, some of them have been sold, and no unsold units are being offered for sale by developer in the ordinary course of business. At such election, and in all subsequent elections, the unit owners other than developer shall elect the greater of: (1) a majority of the members of the board; or (2) that number of members corresponding to the aggregate voting power of unit owners other than developer.

(d) Developer shall be entitled to elect at least one member of the board for as long as developer holds any units in the condominium for sale in the ordinary course of business.

Persons elected to the Board of Administration by unit owners other than developer shall be owners, co-owners, spouses of owners, or mortgagees of units, or, in the case of corporate owners or mortgagees of units, officers, directors, shareholders, or employees of the corporations.

Section 3. Powers and duties. The Board of Administration will have the powers and duties necessary for the administration of the affairs of the condominium, and may do all acts and things as are not by law, by the declaration, or by these bylaws directed to be exercised and done by the owners. The powers and duties to be exercised by the Board of Administration include, but are not be limited to, the following:

(a) care, upkeep, maintenance, and operation of the common elements;

(b) determination, assessment, and collection of funds to defray common expenses of the condominium;

(c) entering into contracts deemed necessary or appropriate in furtherance of the interests of unit owners generally;

(d) maintenance of detailed, written, and accurate records of receipts and disbursements arising from the operation of the property, which records, together with vouchers accrediting entries made therein, will be made available for examination by unit owners at convenient hours on working days;

(e) authorization and prosecution of suits to foreclose liens for nonpayment of common charges, or to recover money judgments for unpaid common charges, on behalf of the association;

(f) authorization and prosecution of actions or proceedings on behalf of two or more unit owners concerning a matter related to the common elements of two or more units;

(g) employment and dismissal of personnel necessary or appropriate for the maintenance and operation of the property, the common elements, and the restricted common elements;

(h) adoption and amendment of rules and regulations, not inconsistent with these bylaws, covering the details of operation and use of the property;

(i) establishment of bank accounts in the name of the condominium, and authorization of signatories therefor;

(j) purchasing, leasing, or otherwise acquiring in the name of the Board of Administration, or its designee, corporate or otherwise, on behalf of the unit owners, units offered for sale, lease, or surrender by their owners to the Board of Administration;

(k) purchasing units at foreclosure or other judicial or trustee's sale in the name of the Board of Administration or its designee, corporate or otherwise, on behalf of all unit owners;

(l) selling, leasing, encumbering, or otherwise dealing with units acquired by, and subleasing units leased by, the Board of Administration or its designee, corporate or otherwise, on behalf of the council of owners;

(m) organizing corporations to act as designees of the Board of Administration in acquiring title to or leasing units on behalf of all unit owners;

(n) leasing of stores, professional offices, and parking spaces, issuance of swimming pool memberships, and granting of vending machine licenses;

(o) procuring of insurance for the condominium property, including the units, as set forth here;

(p) contracting for repairs of and additions and improvements to the property, and for repairs to and restoration of the property in accordance with the provisions of these bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and

(q) employment of a managing agent and/or manager at reasonable compensation to perform duties authorized by the Board of Administration. However, the board will not delegate to any managing agent or manager any of the powers set forth in subsections (b), (e), (f), (h), (i), (k), (l), and (m) of this section.

Section 4. Election and terms of office. At the first annual meeting of unit owners, the terms of office of the Board of Administration will be fixed as follows: the terms of office of two members will be set at three years; the terms of office of two members will be set at two years; and the terms of office of one member will be set at one year. At the expiration of the initial term of office of each board member, his or her successor will be elected to serve for a term of three years. Board members will hold office until their successors have been elected and hold their first meeting.

Section 5. Vacancies. Vacancies in the Board of Administration caused by any reason other than the removal of a board member by a vote of the unit owners will be filled by vote of the majority of the remaining board members, even though they may constitute less than a quorum. Each person so elected will hold office until a successor is elected at the next annual meeting of unit owners.

Section 6. Removal of board members. At any regular or special meeting duly called, any one or more members of the Board of Administration may be removed with or without cause by a majority of unit owners, and a successor may then and there be elected to fill the vacancy so created. Any board member so elected will serve for the unexpired term of the member's predecessor in office. Any board member whose removal has been proposed by the unit owners will be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his or her removal.

Section 7. Organizational meeting. The first meeting of the Board of Administration will be held within seven days

after the first annual meeting of the unit owners at which board members are elected and at a place as may be fixed by the board. No notice will be necessary to the newly elected Board of Administration in order to legally constitute the meeting, provided a majority of the board is present.

Section 8. Regular meetings. Regular meetings of the Board of Administration may be held at such times and places as are determined by the board. However, at least four meetings will be held during each calendar year. Notice of each regular meeting of the board will be given to each board member personally, or by mail, telephone, or telegraph, at least thirty days prior to the date set for the meeting. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section 9. Special meetings. Special meetings of the Board of Administration may be called by the president, and will be called by the president or secretary on the written request of at least three board members, on fourteen days' notice to each board member, given personally, or by mail, telephone, or telegraph. Any notice will state the time, place, and purpose of the meeting.

Section 10. Meetings open to unit owners. All meetings of the Board of Administration shall be open to all unit owners. Notice of each meeting will be posted at the principal office of the corporation least 48 hours before the meeting, except in the case of emergency meetings.

Section 11. Waiver of notice. Any board member may at any time waive notice of any meeting of the Board of Administration in writing, and any written waiver will be deemed equivalent to the giving of the notice required in this agreement. Attendance by any board member of any meeting of the board will constitute a waiver by that member of notice of the time and place thereof. If all board members are present at any meeting of the board, no notice will be required, and any business may be transacted at any such meeting.

Section 12. Quorum; adjournments. At all meetings of the Board of Administration, a majority of the board will constitute a quorum for the transaction of business, and the acts of a majority of members present at a meeting at which a quorum is present will constitute the acts of the Board of Administration. If at any meeting of the Board of Administration less than a quorum is present, a majority of those present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Minutes. Minutes shall be taken at all meetings of the Board of Administration. Copies of the minutes shall be available for inspection at the office of the association by unit owners and board members at all reasonable times.

Section 14. Compensation. No member of the Board of Administration will receive compensation from the condominium for acting as such, but by resolution of the Board of Administration, a fixed fee and expenses of attendance may be allowed for attendance at each regular and special meeting. Nothing contained in this agreement will be construed to preclude any board member from serving the unit owners or the Board of Administration in any other capacity and receiving compensation for those services.

Section 15. Liability of Board of Administration. Members of the Board of Administration will not be liable to unit owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor will members of the Board of Administration be personally liable with respect to any contract made by them on behalf of the unit owners, and the owners will indemnify the Board of Administration and each member of it against all contractual liability to third parties arising out of contracts made by the Board of Administration on behalf of the condominium. However, such indemnification will not extend to any contract made in bad faith or contrary to the provisions of the declaration or of these bylaws. The liability of each unit owner arising out of any

contract made by the Board of Administration or out of the indemnification of the members of the Board of Administration will be the proportion of the total liability that the unit owner's interest in the common elements bears to the interests of all unit owners in the common elements. Every agreement made by the Board of Administration or by any managing agent or manager employed by the Board of Administration on behalf of the unit owners will provide that the members of the Board of Administration, or the managing agent or manager, as the case may be, are acting only as agents for the unit owners, and will have no personal liability under the agreement except as unit owners. Agreements will further provide that each unit owner's liability under the agreement is limited to the proportion of the total liability under it that his or her interest in the common elements bears to the interests of all unit owners in the common elements.

ARTICLE III. UNIT OWNERS

Section 1. Annual meetings. As provided in Section 2 of Article II herein, within sixty days after units representing 15% or more in common interest have been sold by developer and paid for, developer will notify all unit owners of it, and the first annual meeting of the unit owners will be called by the president to be held within 30 days after that. At the meeting, officers and directors of developer holding office as members of the Board of Administration will resign, and all unit owners, including developer, will elect a new Board of Administration. After that, annual meetings of the unit owners will be held on the first Monday of November of each succeeding year. At such meetings there will be elected by ballot of the owners a Board of Administration in accordance with the requirements of Section 3 of Article II of these bylaws. The owners may also transact any other business of the condominium as may properly come before the meeting.

Section 2. Special meetings. The president may, and will if directed by resolution of the Board of Administration or by petition signed and presented to the secretary by unit owners owning a total of at least 75% of the common interest, call a special meeting of the unit owners. The notice of any special meeting will state the time and place of the meeting, and the intended purpose. No business will be transacted at a special meeting except as stated in the notice unless by consent of 75% of the common interest of owners present, either in person or by proxy.

Section 3. Place of meetings. Meetings of unit owners will be held at the principal office of the condominium, or at any other suitable place convenient to the owners as may be designated by the Board of Administration.

Section 4. Notice of meetings. It will be the duty of the secretary to mail a notice of each annual or special meeting, stating its purpose, time, and place, to each unit owner, at the address last furnished the association, at least 14 days prior to the meeting. The mailing of a notice in the manner provided in this section will be considered notice served.

Section 5. Quorum; majority of unit owners defined. At all meetings of the council, a majority of unit owners will constitute a quorum for the transaction of business, and the acts of those unit owners entitled to exercise 51% or more of the total voting power of those unit owners present at a meeting at which a quorum is present will bind all unit owners for all purposes except those for which the approval of a higher percentage is required by these bylaws, by the declaration, or by law. If, at any meeting of unit owners, there is less than a quorum present, a majority of those owners entitled to exercise 51% of the total voting power of those unit owners present may adjourn the meeting to a time not less than 24 hours from the time the original meeting was called. At any such subsequent meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. As used in these bylaws, the term "majority of unit owners" will mean those owners holding 51% in the aggregate in both common interest and in the number of units.

Section 6. Voting. The owner or owners of each unit, or some person appointed by the owner or owners to act as proxy on his or her or their behalf, will be entitled to cast the vote appurtenant to each such unit at all meetings of the unit owners. The appointment of any proxy will be made in a writing filed with the secretary, and will be revocable at any time by notice in writing to the secretary. Voting will be on a percentage basis. The percentage of the vote to which an owner is entitled will be the percentage or the sum of the percentages assigned to the unit or

units owned by him or her as set forth in the declaration.

Section 7. Minutes. Minutes shall be taken at all meetings of unit owners. Copies of the minutes shall be available for inspection at the office of the association by unit owners and members of the Board of Administration at all reasonable times.

Section 8. Waiver of Notice; action by Members Without Meeting. Whenever under any provision of these Bylaws or any applicable law, notice is required to be given to any member, a waiver thereof in writing signed by the member entitled to such notice, whether before or after the time stated therein, shall be the equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any action which may be taken at any annual or special meeting of members may, to the extent in conformance with applicable law, be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by 3/4 of all members entitled to vote. Within ten days after obtaining such authorization, notice summarizing the material features of the authorized action shall be given to those members who have not consented in writing.

ARTICLE IV. OFFICERS

Section 1. Designation. The principal officers of the association will be a president, a vice president, a secretary, and a treasurer, all of whom will be elected by the Board of Administration.

Section 2. Election of officers. The officers of the association will be elected annually by the Board of Administration at the organizational meeting of each new board, and will hold office at the pleasure of the board.

Section 3. Removal of officers. On the affirmative vote of a majority of the members of the Board of Administration, any officer may be removed, with or without cause, and his or her successor may be elected at any regular meeting of the Board of Administration, or at any special meeting of the board called for that purpose.

Section 4. President. The president will be the chief executive officer of the association. He or she will preside at all meetings of the Board of Administration and of unit owners. He or she will have all general powers and duties that are incident to the office of president of a not-for-profit corporation organized in Florida, including, but not limited to the power to appoint committees from among the owners as he or she may deem appropriate to assist in the conduct of the affairs of the association.

Section 5. Vice president. The vice president shall take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board of Administration will appoint some other member of the board to do so on an interim basis. The vice president will also perform any other duties as may from time to time be imposed on him or her by the Board of Administration.

Section 6. Secretary. The secretary shall keep the minutes of all meetings of the Board of Administration and of the unit owners; he or she will have charge of the books and papers as the Board of Administration may determine; and he or she will, in general, perform all duties incident to the office of secretary of a corporation not for profit organized under the laws of the State of Florida.

Section 7. Treasurer. The treasurer shall have responsibility for the funds and securities of the condominium, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Administration or managing agent, in the depositories as may from time to time be designated

by the Board of Administration, and will, in general, perform all duties incident to the office of treasurer of a corporation not for profit organized under the laws of the State of Florida.

Section 8. Compensation. No officer will receive any compensation from the association for acting as such. However, nothing contained herein will be construed to preclude any officer from serving the association in any other capacity, and receiving compensation therefor.

ARTICLE V. OPERATION OF PROPERTY

Section 1. Determination of common charges. The Board of Administration will from time to time, and at least annually, prepare a budget for the condominium. This budget will include projections of common expenses, common revenues (from sources other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of the common charges against unit owners as provided in the declaration. As used in these bylaws, the term "common expenses" or "common charges" shall mean expenses or charges for the association and condominium for which unit owners are proportionately liable, and shall include, but shall not be limited to the following:

- (a) all expenses of administration of the association;
- (b) management fees;
- (c) all expenses for maintenance, repair, and replacement of the common elements;
- (d) rent for recreational and other commonly used facilities;
- (e) taxes on association property;
- (f) working capital reserve;
- (g) insurance premiums on all policies of insurance obtained by the Board of Administration, managing agent, or manager;
- (h) security expenses;
- (i) utility expenses for water and gas, and related sewer rents;
- (j) utility expenses for electricity serving the common elements, other than leased portions of it which will be separately metered;
- (k) all other amounts that the owners may agree upon or that the Board of Administration may deem necessary or appropriate for the operation, administration, and maintenance of the condominium; and
- (l) all other amounts designated common expenses by the declaration, by these bylaws, or by law.

The Board of Administration will furnish copies of the budget on which the allocations and assessments of common charges are based to all unit owners and mortgagees and trust deed beneficiaries.

Section 2. Collection of assessments. The Board of Administration will assess common charges against the unit owners from time to time, and at least annually, and will advise each unit owner in writing of the amount of common charges payable by him or her. If any common charge remains unpaid for more than thirty (30) days from the date due, the Board of Administration will take prompt action to collect the same.

Section 3. Common surplus. If in any taxable year, the net income of the unit owners from assessments and all other sources except casualty insurance proceeds and other nonrecurring items exceeds the sum of: (a) total common expenses for which payment has been made or liability incurred within the taxable year; and (b) reasonable reserves for common expenses in the next succeeding taxable year as may be determined by the Board of Administration, the excess will be returned forthwith to unit owners, the share of each being in proportion to his or her interest in the common elements of the condominium.

Section 4. Liability for assessments. All unit owners are obligated to pay the common charges assessed by the Board of Administration at such times as the board may determine. No unit owner may exempt himself or herself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his or her unit. However, no unit owner will be liable for any assessment for common charges against his or her unit subsequent to a sale, transfer, or other conveyance by him or her of the unit made in accordance with the provisions of Section Three of Article Seven of these bylaws. Moreover, any owner of an unit that is free and clear of all liens and encumbrances other than a first mortgage or deed of trust and any lien for unpaid common charges, may, subject to the provisions of these bylaws, convey the unit to the Board of Administration or its designee, corporate or otherwise, as grantee on behalf of all other unit owners and such conveyance will exempt the owner from liability for any common charges assessed thereafter. On the voluntary sale or conveyance of an unit, all unpaid assessments against the seller for common expenses shall first be paid from the proceeds of sale or by the purchaser in preference to any other assessments or charges of whatever nature except: (a) assessments, liens, and charges in favor of the state or any political subdivision thereof for taxes past due and unpaid on the unit; or (b) amounts due under mortgage or deed of trust instruments duly recorded. Any payment by a purchaser will be without prejudice to the right of the purchaser to recover over from his or her seller any amounts for which he or she was not liable under his or her contract of sale. Additionally, any purchaser or mortgagee or trust deed beneficiary will be entitled to a statement from the Board of Administration setting forth the amount of unpaid common charges due the association from any seller, and will be entitled to rely on the statement. The purchaser, mortgagee, or beneficiary will not be liable, nor will the subject unit be subject to a lien, for any unpaid common charges in excess of the amount set forth in the statement. A mortgagee, trust deed beneficiary, or other purchaser of an unit at a trustee's sale, or at a foreclosure or other judicial sale, will not be liable for nonpayment of any common charges assessed prior to the date of the sale, and the unit will not be subject to a lien for nonpayment of the charges.

Section 5. Default in payment of common charges. In the event an unit owner fails, for thirty (30) days following the due date, to pay to the Board of Administration the common charges assessed against his or her unit, the unit owner will be deemed in default, and will be obligated to pay interest at the legal rate on the common charges from the due date thereof, together with all expenses, including reasonable attorney's fees, incurred by the Board of Administration in any proceeding brought to collect the same, or to foreclose the lien for nonpayment thereof.

Section 6. Foreclosure of liens for unpaid common charges. It will be the right and duty of the Board of Administration to attempt to recover unpaid common charges, together with interest, and expenses of the proceeding, including reasonable attorney's fees, by an action brought against any unit owner in default on his or her obligation to pay the same, or by foreclosure of the lien on any unit in respect to which the default has occurred. Any such lien may be foreclosed in the same manner as a mortgage on real property. In any foreclosure, the unit owner will be required to pay reasonable rental for the unit for the period beginning on the date notice of default is first served and ending on the date of sale; and the Board of Administration, as plaintiff in the foreclosure, will be entitled to the appointment of a receiver to collect the same. The Board of Administration, acting on behalf of all unit owners as the unit owners, will have power to bid on and purchase any such unit, and to acquire, hold, lease, encumber, convey, or otherwise deal with it. Suit to recover a money judgment for unpaid common charges will be maintainable without foreclosing or waiving the lien securing the same, and foreclosure will be maintainable notwithstanding the pendency of a suit to recover a money judgment.

Section 7. Maintenance and repair.

(a) Each owner will promptly perform all maintenance and repair work within his or her own unit, which if omitted would affect any common element, any portion of the property belonging to other owners, or the condominium as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may cause.

(b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside individual units, will be the responsibility of the Board of Administration and will be charged to all unit owners as common expenses unless the maintenance, repairs, or replacements are necessitated by the negligence or misconduct of individual unit owners, in which case the expenses will be the responsibility of and will be charged to the individual unit owners.

(c) Each unit owner will be responsible for and reimburse the association for any expenditures incurred in repairing or replacing any common element damaged through his or her fault.

Section 8. Uses of units.

(a) Units will be occupied and used by their respective owners only as private dwellings for the owner, his or her family, tenants, and social guests, and for no other purpose whatsoever.

(b) No immoral, improper, offensive, or unlawful uses will be made of condominium property or any part of it, and each unit owner, at his or her own expense, will comply with, perform, and fully satisfy all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting his or her unit.

(c) Residents will exercise extreme care about making noises or playing music which may disturb other residents. Residents keeping domestic animals must abide by municipal sanitary regulations.

(d) Hanging, cleaning, or beating garments, rugs, etc., from or on the windows, terraces, or facades of the building is prohibited.

(e) Throwing garbage or trash outside of disposal installations provided for such purposes is prohibited.

(f) No owner, resident, or lessee will install wiring for any electrical or telephone installation, television antenna, air-conditioning unit, or machine of any kind on the exterior of the project which protrudes through the walls or the roof of the project except as authorized by the Board of Administration.

(g) Owners will not take or cause to be taken within their units any action that would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant to it or affect the common elements *without the unanimous consent of all unit owners who might be affected*.

(h) Owners will not permit anything to be done or kept in their units that would increase the rate of fire insurance on it or on the condominium as a whole.

Section 9. Modifications by unit owners. No unit owner will make any structural addition or alteration in or to his or her unit without the prior written consent of the Board of Administration. The interior of each unit may be altered or modified as the owner sees fit as long as the modification or alteration does not affect any of the common elements or any other unit owners. On request by any unit owner for approval of a proposed addition or alteration, the Board of Administration will answer the same within 45 days after receipt of it, and failure to do so within the stipulated time will constitute a consent. Any application to any governmental authority for a permit to make any addition or alteration in or to any unit will be executed by the Board of Administration only. However, neither the board nor any member of the board will be liable to any contractor, subcontractor, or workers, or to any person claiming injury to person or property as a result of the addition or alteration or the construction of it. The provisions of this section will not apply to units owned by developer until the units have been initially sold by developer and

paid for.

Section 10. Right of entry. Each unit owner will grant to the manager, managing agent, or other person or persons authorized by the Board of Administration, a right of entry to correct any condition threatening his or her unit or originating in his or her unit and threatening another unit or a common element; to install, alter, or repair mechanical or electrical services or other common elements located in his or her unit or elsewhere; and to correct any condition which violates the provisions of any mortgage secured by, or deed of trust covering, any other unit. Requests for entry will be made in advance and will be scheduled for times convenient to the owner except that in case of emergencies, right of entry will be immediate, and will exist whether the unit owner is present at the time or not.

Section 11. Use of common elements. Unit owners will not place or cause to be placed in the lobbies, vestibules, stairways, elevators, and other condominium areas and facilities of a similar nature comprising either general or limited common elements, any furniture, packages, or objects of any kind. The areas (other than lobbies) will be used for no other purpose than for normal transit through them.

Section 12. Modifications by Board of Administration. Any additions or alterations in or to the common elements costing \$15,000.00 or less may be made by the Board of Administration without approval of the unit owners or of unit mortgagees or trust deed beneficiaries, and the costs of it will be treated as common expenses. Whenever, in the judgment of the Board of Administration, the common elements require additions or alterations costing in excess of \$15,000.00, the making of the additions or alterations will require approval by a majority of unit owners. After approval has been obtained, the Board of Administration will proceed with the additions or alterations, and the costs will be treated as common expenses.

Section 13. Repair or reconstruction. In the event of any damage to or destruction of any improvements on the condominium property or any part thereof, including any unit therein, but excluding furniture, fixtures, decorations, equipment, or personal property installed or placed therein by unit owners or to any common element or elements or any part of them, the improvements or common elements will be promptly repaired and restored by the Board of Administration using the proceeds of any insurance procured and maintained as provided in this agreement. If the proceeds are inadequate to cover the cost of repair and restoration, unit owners directly affected by the damage or destruction will be assessed on an equitable basis according to the benefit to be derived by them from the repair and restoration. If any one or more of those comprising a minority of unit owners refuses to pay the assessments, on proper resolution setting forth the circumstances of the case, the majority may proceed with the repair or restoration at the expense of the unit owners to be benefited by the repairs and restoration. However, if 51% or more of the building is destroyed or substantially damaged, as shall be determined by the unit owners, unless otherwise unanimously agreed on by the unit owners, the Board of Administration will proceed to realize on the salvage value of the portion of the condominium property damaged or destroyed, by sale or otherwise, and will collect the proceeds of any insurance. After that, the net proceeds of the sale or other disposition of the property, together with the proceeds of any insurance, after making provision for the removal of all debris and the restoration of the land to level grade, if appropriate, will be considered as one fund, and will be divided among unit owners directly affected by the damage or destruction or their mortgagees or trust deed beneficiaries, as their interests may appear, in accordance with the percentages of their common interest as set forth in the declaration.

Section 14. Fire and extended coverage insurance. The Board of Administration, or the managing agent or manager, as the case may be, will obtain and continue in effect insurance against loss by fire and other casualties normally covered under broad-form fire and extended coverage insurance as written in Florida, covering all general and limited common elements, all structural portions of the condominium property, and all units, but not including furniture, fixtures, decorations, equipment, or personal property installed or placed therein by unit owners, in an amount not less than 100% of the current replacement cost, exclusive of land, foundation, and excavation costs, and all other items normally excluded from coverage. The premiums for such insurance will be a common expense to be paid by monthly assessments levied by the Board of Administration.

Section 15. Liability insurance. The Board of Administration or the managing agent or manager, as the case may be, will obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the general and limited common elements. The premiums for the insurance will be a common expense to be paid by monthly assessments levied by the Board of Administration.

Section 16. Beneficiaries of insurance. All policies of insurance required to be obtained in this document will be written in the name of the Board of Administration. Even though not named in such policies, however, each unit owner and his or her mortgagee or mortgagees, or trust deed beneficiary or beneficiaries, if any, will be a beneficiary in the percentage assigned to his or her respective unit in the declaration.

Section 17. Right of owners to insure units. Any insurance procured or maintained by the Board of Administration, or managing agent or manager, as the case may be, will be without prejudice to the right of each unit owner to procure and maintain the unit insurance as he or she sees fit.

Section 18. Rules and regulations. Rules and regulations concerning the use of the common elements and of individual units may be promulgated and amended from time to time by the Board of Administration with the approval of a majority of unit owners. Copies of all rules and regulations will be furnished by the Board of Administration to each unit owner prior to their effective date. Initial rules and regulations, which will be effective until amended by the Board of Administration with the approval of a majority of unit owners, are shown in attached Exhibit A, and incorporated by reference.

Section 19. Abatement of violations. Violation of any provision of the declaration, of these bylaws, or of any rule or regulation adopted pursuant to it, will give the Board of Administration, acting on behalf of all unit owners, the right, in addition to any other rights set forth here:

(a) to enter any unit in or as to which the violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any thing or condition constituting the violation or breach; and the Board of Administration will not be deemed guilty of trespass in so doing; or

(b) to enjoin, abate, or remedy the continuance of the violation or breach by appropriate legal proceedings, or to bring an action for recovery of damages.

Section 20. Arbitration. In the event of internal disputes arising from the operation of the condominium among unit owners, associations, agents, and assigns, there shall be voluntary binding arbitration conducted by the Division of Florida Land Sales and Condominiums of the Department of Business Regulation. The decision of the arbitrator shall be final.

ARTICLE VI. MORTGAGES

Section 1. Notice of encumbrance. An owner who mortgages his or her unit will, within 15 days after such mortgage has been executed notify the manager, managing agent, or secretary of the association of the name and address of his or her mortgagee or trust deed beneficiary; and the secretary will maintain such information in a book entitled "Mortgagees of Units."

Section 2. Payment of assessments. No unit owner will be permitted to convey, mortgage, pledge, sell, or lease his or her unit unless and until he or she has paid in full to the Board of Administration all unpaid charges assessed against his or her unit, and until he or she has satisfied all unpaid liens against his or her unit other than mortgage liens.

Section 3. Notice of unpaid assessments. The secretary of the association will, at the request of a mortgagee or trust

deed beneficiary of a unit, report any unpaid assessments due from the owner of such unit.

Section 4. Notice of default. On giving notice to a unit owner of a default, whether in payment of common charges or otherwise, the Board of Administration will send a copy of the notice to each holder of a mortgage secured by the unit whose name and address appears in the book entitled "Mortgagees of Units."

Section 5. Inspection of books. Unit owners and mortgagees will be permitted to inspect the books of account of the condominium at reasonable times during business hours.

ARTICLE VII. SALES AND LEASES OF UNITS

Section 1. Compliance with article. No unit owner may sell or lease his or her unit or any interest in the unit except by complying with the provisions of this article.

Section 2. Severance of ownership. Any sale of a unit must include the sale of the undivided interest in the common elements appurtenant to that unit; the interest of the seller in any units acquired by the Board of Administration, or the proceeds of the sale or lease of it; and the interest of the seller in any other assets of the condominium (collectively referred to in this agreement as appurtenant interests). No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which the interests are appurtenant; or as a part of a sale, transfer, or other disposition of such part of the appurtenant interests of all units. Any deed, mortgage, deed of trust, or other instrument purporting to affect a unit or one or more appurtenant interests without including all the interests will be deemed to include the interest or interests that were omitted; it being the intention here to prevent any severance of combined ownership of units and their appurtenant interests.

Section 3. Right of first refusal. Any unit owner who receives a bona fide offer for the sale or lease of his or her unit which he or she intends to accept will give notice to the Board of Administration of the terms of the offer, the name and address of the offeror, and other information as the board may reasonably request. The giving of this notice will constitute a warranty and representation by the unit owner to the Board of Administration that the owner believes the offer to be bona fide in all respects and intends to accept it. Within seven days after receipt of the notice, the board may elect, by notice to the unit owner, to purchase or lease the unit, on behalf of the unit owners, on the same terms and conditions stated in the unit owner's notice. If the board or its designee fails, within seven days, to give notice of its intent to purchase or lease the unit, the unit owner will be free to contract, sell, or lease the same to the outside offeror on the terms and conditions set forth in the original offer.

Section 4. Consent of unit owners. The right of first refusal set forth above may not be exercised by the Board of Administration without the prior approval of a majority of unit owners.

Section 5. Release of right of first refusal. The right of first refusal set forth above may be released or waived by the Board of Administration.

Section 6. Certificate of termination or waiver of right of first refusal. Any unit owner who has given the notice required in Section Three of this article, or in respect to whom the provisions of the section have been waived, may request a certificate of termination or waiver, as the case may be, of the right of first refusal. On the request, a certificate of termination or waiver will be executed and acknowledged by the secretary of the association, and the certificate will be conclusive on the Board of Administration and the unit owners in favor of all persons relying on it in good faith.

Section 7. Financing acquisition of units by Board of Administration. Acquisition of units may be financed from the acquisitions reserve, working capital, and common charges in the hands of the Board of Administration. If the

funds are insufficient, the board may levy an assessment against unit owners in proportion to their ownership of the common elements, as a common charge. The board is also authorized to borrow money to finance the acquisition of these units. However, no lien or encumbrance on any property, other than the unit to be acquired, may be suffered to secure the financing.

Section 8. Exceptions. The right of first refusal stated in this agreement will not apply to any sale or lease of an unit by its owner to his or her spouse, to any of his or her children, to his or her parent or parents, to his or her brothers or sisters, or to any one or more of them; nor will the right apply to any unit owned by the developer, or to the acquisition or sale of any unit by a mortgagee or trust deed beneficiary acquiring title by foreclosure or by exercise of a power of sale. Nor will the right apply to any transfer or conveyance of an unit by gift, by devise, or by intestate succession.

ARTICLE VIII. EMINENT DOMAIN

Section 1. Condemnation of common elements. If all or any part of the general or limited common elements is taken, injured, or destroyed by eminent domain, each unit owner will be entitled to participate, through the association, in the proceedings incident to it. However, any damages shall be for the taking, injury, or destruction as a whole, and will be collected by the Board of Administration. If those unit owners entitled to exercise 50% or more of the total voting power of the association duly and promptly approve the repair and restoration of the general or limited common elements, the Board of Administration will contract for repair and restoration, and will disburse the proceeds of the award in appropriate progress payments to contractors engaged in repair and restoration. If the proceeds of the award are insufficient to defray the entire expense of repair and restoration, the excess of the expense over the proceeds will be treated as a common expense or limited common expense. In the event that those unit owners entitled to exercise 50% or more of the total voting power of the council do not duly and promptly approve the repair and restoration of the common elements, the net proceeds will be divided by the Board of Administration among all unit owners in proportion to their respective general or limited common interests, as the case may be, paying out of the share of each unit owner the amount of any unpaid liens on his or her unit, in the order of priority of the liens.

Section 2. Condemnation of units. If all or any part of any unit or units, other than the undivided interest or interests in the general and limited common elements appurtenant to it, is taken, injured, or destroyed by eminent domain, each unit owner so affected will be entitled to participate directly in the proceedings incident to it. Any damages will be payable directly to the unit owner or owners.

ARTICLE IX. RECORDS

Section 1. Records; certification by certified public accountants. The manager, managing agent, and Board of Administration will keep detailed records of all actions of the manager, managing agent, and Board of Administration, as well as minutes of the meetings of the Board of Administration, minutes of the meetings of the unit owners, and financial records and books of account for the condominium, including a chronological record of all receipts and disbursements. A separate account will also be kept for each unit containing, among other things, the amount of each assessment against the unit, the date when due, amounts paid on it, and the balance remaining due. The Board of Administration will also prepare a quarterly written report summarizing receipts and disbursements of the condominium, copies of which will be made available to all unit owners. Additionally, an annual report of receipts and disbursements of the condominium, certified by an independent certified public accountant, will be rendered by the Board of Administration to all unit owners, mortgagees, and trust deed beneficiaries requesting it, promptly after the end of each fiscal year.

ARTICLE X. MISCELLANEOUS

Section 1. Notices. All notices required or permitted to be sent to the Board of Administration will be sent by

registered or certified mail in care of the manager or managing agent, or if there is no manager or managing agent, to the office of the Board of Administration or to any other address as the board may from time to time designate. All notices required or permitted to be sent to any unit owner will be sent by registered or certified mail to the condominium or to any other address as the owner may have designated in writing to the Board of Administration. All notices to unit mortgagees or trust deed beneficiaries will be sent by registered or certified mail to their respective addresses, as maintained by the secretary in the book entitled "Mortgagees of Units." All notices will be deemed to have been given when mailed, and the notice provisions herein shall not be construed to mean personal notice.

Section 2. Waiver. No restriction, condition, obligation, or provision contained in these bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations and failures to enforce that may occur.

Section 3. Invalidity. If any provision or provisions of these bylaws is or are declared invalid, the invalidity will in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these bylaws.
Section Four. Captions. Captions are inserted in these bylaws for convenience and reference only, and will not be taken in any way to limit or describe the scope of these bylaws or any provision thereof.

ARTICLE XI. AMENDMENTS

Section 1. Amendments. These bylaws may be amended or supplemented by the vote of those unit owners entitled to exercise 67% or more of the total voting power of the unit owners at a meeting of unit owners duly called and held for this purpose. Any amendment or supplement shall be filed for record in the office in which these bylaws are recorded.

ARTICLE XII. CONFLICTS

Section 1. Conflicts. These bylaws are intended to comply with the requirements of, and are written according to the provisions of, Chapter 718 of the Florida Statutes. If these bylaws or any provisions hereof are so construed as to be in conflict with the provisions of such statutes or of the declaration to which they are attached, the provisions of the statutes or of the declaration, as the case may be, will control.

**Rules and Regulations
of
RATTLER VIEW CONDOMINIUMS ASSOCIATION**

In addition to all of the covenants and conditions contained in this declaration of condominium, the use of the property and each condominium is subject to the following:

1. Condominium use. No condominium shall be occupied and used except for residential purposes by the owners, their tenants, and social guests, and no trade or business shall be conducted, except a residential unit may be used as a combined residence and executive or professional office by the owner of it, so long as the use does not interfere with the quiet enjoyment by other residential unit owners of their units. No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

Residents shall be limited as follows:

No more than two persons per bedroom in any unit shall be permitted as permanent residents [*"permanent" means more than sixty days out of each 12-month period*], provided that one child under eight years of age shall be allowed in addition to the maximum number of permanent residents otherwise permitted in each unit.

2. Nuisances. No noxious, illegal, or seriously offensive activities shall be carried on in any condominium, or in any part of the property, nor shall anything be done which may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his or her respective unit, or which shall in any way increase the rate of insurance for the project, or cause any insurance policy to be canceled or cause a refusal to renew the same or which will impair the structural integrity of any building.

3. Vehicle restrictions. No trailer, camper, mobile home, motor home, house car, commercial vehicle, truck (other than standard size pick-up truck or standard size van), boat, inoperable automobile, or similar equipment shall be permitted to remain upon any area within the property, other than temporarily, unless placed or maintained within an enclosed garage or carport. Commercial vehicles shall not include sedans or standard size vans and pick up trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the board of administration of the association. No noisy or smoky vehicles shall be operated on the property. No unlicensed motor vehicles shall be operated upon the property. Garages shall be used to park permitted vehicles, and not for storage. Forty eight hours after notice has been personally delivered to the owner by an agent of the association or placed on the windshield of the vehicle or ninety-six hours after notice has been mailed to the address of the registered owner of the vehicle parked, stored, or maintained on the premises, in violation of the provisions of this condominium declaration, the owner shall be deemed to have consented to removal of the vehicle from the project. The association or its agents or employees shall then have authority to tow away and store any such vehicle, whether the vehicle shall belong to a unit owner, or his or her tenant, a member of the owner's family, or the owner's guest or invitee. Charges for towing and storage shall be paid by the unit owner responsible for the presence of such vehicle.

4. Signs. No signs shall be displayed to the public view in any units or on any portion of the property except signs approved by the board or committee appointed by the board. One only "For Sale" or "For Rent" sign per unit shall be allowed, provided it does not exceed six square feet in size.

Notwithstanding the foregoing, the Developer or Developer's successors, assigns, employee, affiliates, and agents, reserve 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.

5. Animals. No more than a total of two usual and ordinary household pets may be kept in each unit provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times.

Notwithstanding the foregoing, no pets may be kept on the property which are obnoxious or annoying to other unit owners. No pets shall be allowed in the common area except as may be permitted by the rules of the board of

administration. No dog shall enter the common area except while on a leash which is held by a person capable of controlling it.

After making a reasonable attempt to notify the owner, the association or any owner may cause any unleashed dog found within the common area to be removed by the association to a pound or animal shelter under the jurisdiction of the City of Tallahassee or the County of Leon, State of Florida by calling upon the appropriate authorities, where the owner may, on payment of all expenses, repossess the dog. Owners shall prevent their pets from soiling any portion of the common area and shall promptly clean up any mess left by their pets. Owner shall be fully responsible for any damage caused by their pets.

6. Garbage and refuse disposal. All rubbish, trash, and garbage shall be regularly removed from the property, and shall not be allowed to accumulate on the property. Trash, garbage, and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of the materials shall be kept in a clean and sanitary condition. All equipment, garbage cans, wood piles, or storage piles shall be kept screened and concealed from view of other units, streets, and common areas. The association shall be responsible for removal of garbage from central pick up points.

7. Radio and Television Antennas. No alteration to or modification of a central radio and/or television antenna or cable television system, whichever is applicable, if developed by condominium declarant or a cable television franchisee and as maintained by the association or the franchisee, shall be permitted, and no owner may be permitted to construct and/or use and operate an external radio and/or television antenna without the consent of the board. All fees for the use of any cable television system shall be borne by the respective unit owners, and not by the association.

8. Right to lease. No owner shall be permitted to lease his or her unit for any period less than 30 days. Any lease agreement shall be required to provide that the term of the lease shall be subject in all respects to the provisions of the condominium declaration and the bylaws and to all rules and regulations adopted by the board and that any failure of the lessee to comply with the terms of the documents shall be a default under the lease. All owners leasing or renting their units shall promptly notify the secretary of the association in writing of the names of all tenants and members of tenant's family occupying such unit and of the address and telephone number where the owner can be reached. All such leases shall be in writing.

9. Architectural control. No building, fence, wall, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, installed, erected, painted, repainted or maintained upon the property, nor shall any alteration or improvement of any kind be made, until it has been approved in writing by the board, or by an architectural control committee appointed by the board.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of the improvements alterations, etc., shall be submitted to the board or to the architectural control committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location with respect to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required repaint in accordance with condominium declarant's original color scheme, or to rebuild in accordance with declarant's original plans and specifications. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the board or an architectural control committee, or to rebuild in accordance with plans and specifications previously approved by the board or by the architectural control committee appointed by the board. Nothing contained herein shall be construed to limit the right of an owner to paint the interior of his or her unit with any color desired.

No landscaping of patios or yards visible from the street or from the common areas not involving the use of natural plants, grass, trees, or shrubs, and which involves the use of synthetic materials, or concrete, rock, or similar materials shall be undertaken by any owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the board or by an architectural control committee appointed by the board.

The architectural control committee shall consist of three members. Condominium declarant may appoint all the original members of the committee and all replacements until the first anniversary of the issuance of the original final public report for the project. Condominium declarant reserves to itself the power to appoint a majority of the members

of the committee until 70% of all the units in the project have been sold. Thereafter, the board shall have the power to appoint all of the members of the architectural control committee. Members appointed to the architectural control committee by the condominium declarant need not be members of the association. A majority of the architectural control committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the successor shall be appointed by the person, entity, or group that appointed the member until declarant no longer has the right to appoint any members to the committee, and after that, the board shall appoint a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed. In the event the committee fails to approve or disapprove plans and specifications within 60 days after the same have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. Window Treatments. All drapes, curtains, window coverings, shutters, or blinds visible from the street or common area shall be of colors, materials, and patterns that are approved by the board or its authorized committee.

11. Clotheslines. There shall be no outside laundering or drying of clothes, except inside fenced patios with clothes to be hung below fence level so as not to be visible from streets or common areas or other units. No draping of towels, carpets or laundry over railings shall be permitted.

12. Power equipment and car maintenance. No power equipment, hobby shops, or car maintenance (other than emergency work) shall be permitted on the property except with prior written approval from the board. Approval shall not be unreasonably withheld and, in deciding whether to grant approval, the board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

13. Liability of owners for damage to common area. The owner of each unit shall be liable to the association for all damage to the common area or improvements on it caused by the owner or any occupant of his or her unit or guest or by the owner's pets, except for that portion of the damage, if any, fully covered by insurance. Liability of an owner shall be established only after notice to the owner and hearing before the board. In the event an owner disagrees with the decision of the board on the question of liability, the owner may petition a court of law or submit the matter to arbitration pursuant to the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and conclusive on the parties.

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

RATTLER VIEW CONDOMINIUMS ESTIMATED OPERATING BUDGET
Effective Date: After Completion

						<u>Quarterly</u>	<u>Annual</u>
1.	Expenses for the Association and Condominium:						
a.	Administration of the Association					25	100
b.	Management Fees					25	100
c.	Omega Property Management:						
	Comcast Cable/Wireless Internet					1680	6720
	Lawn					845	3380
d.	Maintenance:						
	GENERAL BUILDING MAINT.:						
	Exterior Repairs					75	300
	Misc Repairs					75	300
	GENERAL GROUNDS MAINT.:						
	Mulch/Fertilizer					75	300
e.	Rent for Recreational and other commonly used facilities					0*	0*
f.	Taxes upon association property					0*	0*
g.	Taxes upon leased areas					0*	0*
h.	Insurance					2000	8000
i.	Security Provisions					0*	0*
j.	Other Expenses:						
	License/Fees					50	200
	Annual Audit & Tax Return (CPA)					75	300
k.	Operating Capital					0*	0*
l.	Reserves:						
		Est. Useful Life	Est. Remain. Useful Life	Est. Cost of Replacement	Est. Beginning Fund Balance		
	Roofs	25 yrs.	25 yrs.	30,000	0	200	800
	Paving	10 yrs.	10 yrs.	10,000	0	125	500
2.	Expenses for a unit owner:						
a.	Rent for the unit, if subject to a lease					0*	0*
b.	Rent payable by the unit owner directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities, which use and payment is a mandatory condition of ownership and is not included in the common expense or assessments for common maintenance paid by the unit owners to the association					0*	0*
TOTAL BUDGET – EXPENSES AND RESERVES						\$5,250.00	\$21,000.00
PER UNIT						\$375.00	\$1,500.00
(based on 14 total units)							

Footnotes:

* All items marked with a * are required to be listed pursuant to Fla. Stat. § 718.504(21)(c), but are not applicable to this budget and have therefore been assigned a value of \$0.