

DECLARATION OF CONDOMINIUM  
OF  
CHERRY LAUREL CONDOMINIUM

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

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

2. **NAME OF DEVELOPMENT** Developer has constructed a total of 14 single family residential units and associated improvements designated Cherry Laurel Condominium. 3. **NAME OF ASSOCIATION** The name of the Condominium Association is Cherry Laurel Condominium Association, Inc. This Association is incorporated as a not-for-profit Florida corporation.

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

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

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

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

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

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

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

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

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

4.6.3. Easements

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

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

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

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

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

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

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

4.13. **Exhibits:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2.8. Carpeting and other floor coverings.

6.2.9. Door and window hardware and locks.

6.2.10. Shower pans.

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

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

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

### 6.3. **Other Unit Owner Responsibilities**

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

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

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

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

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

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

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

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

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

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

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

## 7. COMMON ELEMENTS

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

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

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

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

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

10. **INSURANCE** To adequately protect the unit owners, the Association, and all parts of the Condominium Property and Association property that are required to be insured by the Association, insurance shall



be carried and kept in force at all times in accordance with the following provisions:

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

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

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

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

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

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

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

10.2.6. Directors and Officers Liability Insurance The Association shall obtain and maintain adequate directors and officers liability insurance using the broad form of policy coverage for all directors and officers and, if available, for committee members of the Association.

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

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

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

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

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

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

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

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

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

10.6.2. Failure to Reconstruct or Repair If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds after expenses shall be distributed to the beneficial owners. The remittances to

unit owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

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

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

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

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

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

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

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

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

11.2.3.1.1. Insurance Sufficient If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special

assessment is required, the Condominium property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of units, in which case the Condominium shall be terminated pursuant to Paragraph 16.2.

11.2.3.1.2. *I n s u r a n c e*

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

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

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

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

11.5. **Plans and Specifications** Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of 67% of the voting interests of the Association.

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

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

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

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

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

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

12.6. **Exclusive Use - Common Facilities** - The Association may lease to unit owners for appropriate temporary periods of time those

portions of the common elements rationally appropriate and desirable for exclusive use.

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

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

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

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

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

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

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

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

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

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

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

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

vote may include later written approval of voters not present) and the separate written joinder of mortgagees where required and shall include the recording date (identifying the location of the Declaration as originally recorded). The amendment shall become effective when the certificate is recorded in the public records.

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

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

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

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

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

1. Any change in the proportion or percentage by which the owner of the unit shares the common expenses and owns the common surplus.
2. Reallocation of interests or use rights in the common elements.
3. Redefinition of any unit boundaries.
4. Convertibility of units into common elements or vice versa.



5. Expansion or contraction of the Condominium.

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

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

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

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

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

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

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

16.3.2. The recording of that Certificate of Termination automatically divests the Association of title to all Association property, and divests all unit owners of legal title to their respective Condominium parcels, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property that was formerly the Condominium property or Association property, without need for further conveyance. Beneficial title to the former Condominium and Association property shall be transferred to the former unit owners as tenants in common, in undivided shares as determined in 16.3.3 below, without further conveyance. Each lien encumbering a Condominium parcel shall be automatically transferred to the equitable

interest in the former Condominium property and Association property attributable to the unit encumbered by the lien, with the same priority.

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

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

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

16.6. **Partition; Sale** Following termination, the former Condominium property and Association property may be partitioned and sold on the application of any unit owner. If following a termination at least 75% of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the unit owners have not authorized a sale of the former Condominium and Association property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the Association or the former unit owners. The net proceeds of the sale of any of the property or assets of the Association shall be

distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

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

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

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

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

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

#### 18. **RIGHTS OF MORTGAGEES**

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

18.2. **Rights to Information** On receipt by the Association from any institutional mortgagee, guarantor, or insurer of a copy of the mortgage held by such mortgagee, guarantor, or insurer on a unit, together with a written request from such mortgagee or an insurer or guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, insurer, or

guarantor the following, for which the Association may charge a reasonable fee:

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

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

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

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

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

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

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

19.1. **Creation and Enforcement of Charges** The Association shall have a cause of action against unit owners to secure payment to the Association by unit owners of all charges, costs, and expenses to the Association that cannot be secured as assessments, regular

or special, under F.S. 718.116. The charge shall bear interest at the highest lawful rate, and the Association shall be entitled to collect its costs and attorneys fees, including costs and fees on appeal, incurred in collection.

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

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

22. **CONDEMNATION**

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

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

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

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

22.5. **Units Reduced But Tenantable** If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

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

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

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

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

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

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

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

22.7. **Taking of Common Elements** Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

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

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

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

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

THIS DECLARATION OF CONDOMINIUM and exhibits hereto made and entered into on \_\_\_\_\_, 2005.

DEVELOPER:

WITNESSES:

\_\_\_\_\_  
Barry Bumgarner

(Sign) \_\_\_\_\_

(Print) \_\_\_\_\_

\_\_\_\_\_  
Barbara Bumgarner

(Sign) \_\_\_\_\_

(Print) \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF LEON

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

Sworn to before me on \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public, State of Florida