

Waste disposal vendor acceptable to the Association, and will provide a copy of such contract to the Association. If an Owner's Medical Waste vendor is changed, such Owner will notify the Association within ten (10) days after such change. Each Owner will indemnify the Association and hold the Association harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, fines, penalties, expenses, including reasonable attorneys' fees, costs of settlement or judgments and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Association by any person, entity or governmental agency for, with respect to, or as direct or indirect result of, the presence in, or the escape, leakage, spillage, discharge, emission or release from such Owner's Unit of any Medical Waste.

16.9 Solicitation. No solicitation of any kind, whether commercial, religious, educational, or otherwise, may be conducted anywhere on the Condominium Property unless specifically authorized in advance and in writing by the Board, except for the activity permitted to be performed by Developer or its designees in accordance with its rights under this Declaration.

16.10 Condominium Rules and Regulations. Reasonable rules and regulations concerning the use of Condominium Property may be promulgated and amended from time to time by the Board in the manner provided by the By-Laws. A copy of the initial Condominium Rules and Regulations is attached as Exhibit "E."

16.11 Developer's Use. Developer may make such use of the Condominium Property as may facilitate the sale or lease of Units or interests in other properties developed by Developer or its affiliates, including showing of the property and the display of signs and other promotional devices.

16.12 Evacuation Orders. In the event an emergency evacuation order is made by the appropriate state, county or other governmental authorities, whether voluntary or mandatory, the Association may implement an emergency plan in order to protect all Owners, guests, tenants, and invitees, the Condominium Property and the Association Property. The emergency plan will be communicated to Owners and guests, tenants, and invitees at the Condominium when implemented and may require that Owners and guests, tenants, and invitees vacate the Condominium Property and find safer alternate accommodations at Owners' or guests', tenants', and invitees' sole expense. All Owners and guests, tenants, and invitees must adhere to the Association's emergency plan when implemented.

16.13 Mitigation of Dampness and Humidity. No Owner will install, within his Unit or upon the Common Elements, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and/or shelving in a Unit must be installed over floor coverings to allow air space and air movement and will not be installed with backboards flush against any gypsum board wall. Additionally, all Owners, whether or not occupying the Unit, will periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78° F, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew, and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins, and each Owner will be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and development of same. In furtherance of the rights of the Association, in the event that the Association reasonably believes that the provisions of this Section 16.13 are not being complied with, then, the Association will have the right (but not the obligation) to enter the Unit (without requiring consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required by this Section 16.13 (with all utility consumption costs to be paid and assumed by the Owner of the affected Unit). To the extent that electric service is not then available to the Unit, the Association will have the further right, but not the obligation (without requiring consent of the Owner or any other party) to connect electric service to the Unit (with the costs

thereof to be borne by the Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association). The Board may take such other actions as it deems necessary to mitigate any situation which could cause or create mold.

16.14 Relief by the Board. The Board has the power (but not the obligation) to grant relief in appropriate circumstances from the provisions of specific restrictions contained in this Article 16 or the Condominium Rules and Regulations for good cause shown.

16.15 No Timeshare Permitted. Time-share estates or interests will not be created with respect to any of the Units.

16.16 Leases. Units may be leased or rented in whole or in part pursuant to the following terms and conditions:

(a) The Owner will notify the Association in writing of the name and address of the person to whom the proposed rental or lease is to be made, the terms of such lease, and the intended use.

(b) Notwithstanding the rental or lease of a Unit, the liability of the Owner under this Declaration will continue in full force and effect. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenant (as determined in the sole discretion of the Board) and to pay any claim for injury or damage to property caused by the negligence or willful misconduct of the tenant, and a special charge may be levied against the Owner's Unit for such injury or damage.

(c) Any and all rental and lease agreements must contain a provision stating that the tenant agrees to be bound by the terms and provisions of the Condominium Documents and, absent such provision, any and all rental and lease agreements will be deemed to contain such provisions. In the event of a violation of the Condominium Documents by the tenant, the Association will have the right to fine the tenant and to pursue such other rights and remedies as it may have under the Condominium Documents or Florida law directly against the tenant. All rentals and leases are made subordinate to any lien filed by the Association, whether prior or subsequent to such rental or lease.

(d) Leases of shorter duration than one (1) year will not be permitted. Subleases of a portion of a Unit will not be considered leases for the purposes of this subsection (d).

(e) This section does not apply to Developer.

16.17 Association Access to Units. Each Owner will provide the Association with all keys necessary for entrance to the Unit. In the event that the Association will reasonably believe that any Owner is absent from its Unit prior to, during or after such emergency situation, the Association is authorized, but will not be obligated, without limitations and without liability to the Owner and at such Owner's expense, to: (i) close hurricane shutters if a Unit has hurricane shutters; (ii) turn off electrical power to any Unit; (iii) empty and dispose of food from refrigerators and freezers; and (iv) turn off the water supply to any Unit. The Association will be under no obligation whatsoever to secure the windows or doors of Units which do not have properly installed hurricane shutters.

16.18 Animals. Except for service animals as provided in the Americans With Disabilities Act, no animals are permitted on the Condominium Property.

16.19 Nuisances. No nuisances (as reasonably determined by the Board) will be allowed on the Condominium Property, nor will any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its occupants. No activity specifically permitted by this Declaration will be deemed a nuisance.

16.20 Guests and Invitees. Guests, tenants, and invitees of owners or occupants of Units will comply with all of the provisions of the Condominium Documents. Any guests, tenants, and invitees who violates the Condominium Documents, may, at the direction of the Association, be required to leave the Condominium Property and the Owner of such Unit being occupied or visited by such guests, tenants, or invitees will be responsible for any damage to the Condominium Property, including the Common Elements or other Units, committed by such guests.

16.21 No Improper Uses. No improper, offensive, hazardous or unlawful use will be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover will be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, will be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property. Notwithstanding the foregoing and any provisions of this Declaration and the other Condominium Documents, the Association will not be liable to any person(s) for its failure to enforce the provisions of this Article 16.

16.22 Drainage Areas. For the purposes of this Declaration, "Drainage Areas" means those portions of the Common Elements designated as the Surface Water or Stormwater Management System and any drainage areas, basins, easements, canals or canal easements which are reflected on the Condominium Survey and Plans, or are described in this Declaration, or otherwise designated by Developer as Drainage Areas, and which will be kept and maintained by the Association for irrigation, drainage, storm water retention, and detention or beautification and for the installation, maintenance, construction or repair of utility facilities in a manner consistent with the original design thereof by Developer, and in accordance with the requirements of all applicable governmental authorities.

16.23 Hurricane Shutters. The Board will, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles, and materials for hurricane shutters. Subject to the provisions of this Declaration, the Association will approve the installation or replacement of hurricane shutters conforming to the Board's specifications. The Board may, with the approval of a majority of the total voting interests, install hurricane shutters or hurricane protection that complies with or exceeds the applicable building code, or both, and may (without requiring approval of the membership) maintain, repair, or replace such approved hurricane shutters or other forms of hurricane protection, whether on or within Common Elements, Units, or Association Property; provided, however, all such maintenance, repair, or replacements must be in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection. All hurricane shutters and other forms of hurricane protection will remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. If the hurricane shutters are installed by the Association, the expense of installation, replacement, operation, repair, and maintenance of hurricane shutters or other hurricane protections by the Board will be a Common Expense. An Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual will be subject to the approval of the Association.

**ARTICLE 17.
ALIENABILITY OF UNITS.**

The right of Owners to sell, transfer, assign, or mortgage their Unit is not subject to the approval of the Association. Accordingly, a transfer or conveyance of the Unit will not require approval of the Association. Notwithstanding the prior sentence, an Owner is required to notify the Association of the intended sale of such Owner's Unit at least ten (10) days prior to the transfer or conveyance, and within fifteen (15) days of completion of the sale the Owner is required to provide the Association with a copy of the recorded deed of conveyance made to the new Owner. Rental and leasing of Units is governed by Section 16.16. In accordance with Section 718.106(2)(b), *Florida Statutes*, this Declaration contains restrictions on conveyance of Limited Common Elements.

**ARTICLE 18.
COMPLIANCE AND DEFAULT**

18.1 Compliance and Default. Each Owner is governed by and must comply with the Condominium Documents as they may be amended from time to time. Failure of an Owner or the Association to comply with the Condominium Documents will entitle the Association or other Owners, after providing written notice to the non-compliant party in accordance with this Declaration, to pursue any and all legal and equitable remedies for the enforcement of the Condominium Documents, including an action for damages, an action for injunctive relief, or an action for declaratory judgment. All provisions of this Declaration are enforceable equitable servitudes that will run with the land and be effective until the Condominium is terminated.

18.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner to comply with the Condominium Documents as they may be amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding, and recover such reasonable fees for attorneys, paralegals, and legal assistants as may be awarded by the applicable court, including all proceedings in bankruptcy and probate.

18.3 No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction, or other provision of the Act or the Condominium Documents will not constitute a waiver of the enforcement right.

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

18.5 Choice of Law and Forum; Governing Law; Waiver of Jury Trial. The interpretation, application, enforcement, performance of, or any other matter related to, this Declaration will be governed by the laws of the State of Florida. The Association, each Owner, Developer, the management company, and any other party claiming rights or obligations by, through, or under this Declaration, each waive any right it may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the others concerning the interpretation, construction, validity, enforcement of, or performance under, this Declaration or any other agreement or instrument executed in connection with this Declaration. Except for the matters subject to mandatory nonbinding arbitration pursuant to Section 718.1255, *Florida Statutes*, the Orange Courts will be the exclusive forum for any dispute, proceeding, suit, or legal action concerning the interpretation, construction, validity, enforcement of, performance under, or related in any way to, this Declaration or any other agreement or instrument executed in connection with this Declaration. In the event any such suit or legal action is commenced by any Owner or other party bound by this Declaration, the other Owners or other parties bound by this

Declaration agree, consent, and submit to the personal jurisdiction of the Orange Courts with respect to such suit or legal action. Each party waives any and all rights under applicable law or in equity to object to jurisdiction or venue of the Orange Courts.

**ARTICLE 19.
TERMINATION**

In addition to the manner for termination of the Condominium provided by the Act, the Condominium may be terminated if Owners holding seventy-five percent (75%) of the voting interests and all of liens and mortgages affecting any of the Units execute and duly record an instrument terminating the Condominium, or if termination arises as set forth in this Declaration due to casualty or condemnation. In the event of such termination, all prohibitions against partition will cease to be effective, and the Condominium Property will be owned in common by the Owners in the respective undivided percentages as set forth in Exhibit "D."

**ARTICLE 20.
ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS**

The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and, to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions will control; provided, however, if any of the following provisions are in conflict with the Act, the Act will control:

20.1 Notice of Default. Upon request in writing, the Association will furnish to each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage a written notice of any default by the Owner of such Unit in the performance of such Owner's obligations under this Declaration that has not been cured within thirty (30) days.

20.2 Additional Rights. Upon request in writing, each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage on a Unit will have the right:

(a) to examine current copies of this Declaration, the Articles, the By-Laws, and the Condominium Rules and Regulations, and the books, records and financial statements of the Association during normal business hours;

(b) to receive, without any charge and within a reasonable time after such request, the annual audited financial statement which is prepared and distributed by the Association to the Owners at the end of its fiscal year; provided, however, that in the event an audited financial statement is not available, the holders of a majority of the first mortgages in the Units will be entitled to have such an audited statement prepared at their expense;

(c) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(d) to receive written notice of any decision by the Owners to make a material amendment to this Declaration, the Articles, or the By-Laws;

(e) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(f) to receive written notice of any action which would require the prior written consent of a specified number of Institutional First Mortgagees.

20.3 Priority to Insurance Proceeds and Condemnation Awards. No provision of the Condominium Documents will be deemed to give an Owner or any other party priority over any rights of the Institutional First Mortgagees of Units pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit will be entitled, upon specific written request, to timely written notice of any such loss.

20.4 Notice of Damage. Upon specific written request to the Association, each Institutional First Mortgagee of a Unit or holder, insurer or guarantor of a mortgage on a Unit will be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds \$10,000.00 or if damage will occur to a Unit in excess of \$1,000.00.

20.5 Notice of Condemnation. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder, insurer or guarantor of any first mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle an Owner or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

20.6 Amendments to Declaration. Any Owner, other than Developer, or any holder of a lien or mortgage encumbering a Unit who receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within thirty (30) days will be deemed to have approved such request.

20.7 Mortgagee Consents. Any mortgagee consent required under this Article 20 will not be unreasonably withheld and will otherwise be deemed to apply to the extent applicable.

ARTICLE 21. WARRANTY LIMITATION.

The only warranties applicable to purchasers of Units are those that may validly be imposed by Section 718.203, *Florida Statutes* ("Sole Warranties"). Developer makes no other express or implied warranties whatsoever in regard to the Unit, the Common Elements, any fixtures or items of personal property, or any other real or personal property whatsoever sold by Developer.

DEVELOPER MAKES THE SOLE WARRANTIES EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES CONCERNING THE UNIT AND THE UNITS SOLD OR PREVIOUSLY PURCHASED FROM DEVELOPER, AND ANY OTHER REPRESENTATIONS, STATEMENTS OR PROMISES MADE BY ANY PERSON ARE UNAUTHORIZED AND ARE NOT BINDING UPON DEVELOPER. ALL OTHER WARRANTIES WITH RESPECT TO THE UNIT AND THE UNIT ARE HEREBY DISCLAIMED, TO THE EXTENT PERMITTED BY LAW, WHETHER IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM, AND PRACTICE, OR OTHERWISE, INCLUDING ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE.

ARTICLE 22.
XVIII. PHASING; DESCRIPTION OF DEVELOPMENT

22.1 Description of Phasing; Minimum and Maximum Numbers of Units. Developer reserves the right to develop the Condominium in multiple phases pursuant to Chapter 718. However, Developer is under no obligation to develop or add any additional phase to the Condominium. The construction, conversion, finishing, and equipping of the initial phase of the Condominium, phase 1, contains nineteen (19) Units. Subsequent phases may consist of additional Units, parking, common areas, or recreational facilities as shown on Exhibit "A." provided, however, the land described as phase 2 on Exhibit "A" is and will remain owned in fee simple by Developer until Developer transfers such property as evidenced in the Public Records. Developer reserves the right to submit additional phases, if any, to condominium use in any sequence. There are no assurances that any subsequent phase of the Condominium will be added. The documents for a particular phase will be recorded prior to the closing of the purchase of any Unit in that phase. Developer reserves all rights, in its sole discretion, to vary the phasing plan as permitted by Chapter 718. The proposed phase 2 includes one or more buildings containing a minimum of 4,700 square feet and a maximum of 6,000 square feet, and a minimum of four (4) units and a maximum of five (5) units.

22.2 Completion of Phases. Developer will submit the additional phases to the Condominium, if at all, in its sole and absolute discretion. Developer reserves its rights pursuant to Chapter 718 to allow itself up to seven (7) years after the date of recordation of this Declaration to complete construction of all or part of the phases, if any, and to declare such phases as part of the Condominium. Developer specifically reserves the right to not build any of the individual phases other than phase 1. The Developer also specifically reserves the right to amend this Declaration and Exhibit "A" without the approval of the Owners, to change the estimated completion dates of either phase and to change any of the items required to be included in this Declaration for any phase by Section 718.403(2), *Florida Statutes*.

22.3 General Size of Units. As set forth in Exhibit "A," in phase 1 there are nineteen (19) Units in the following general sizes:

UNIT NUMBER	SQUARE FOOTAGE		UNIT NUMBER	SQUARE FOOTAGE
1-1	2,931		2-1	3,657
1-2	1,943		2-2	3,844
1-3	4,748		2-3	2,388
1-4	2,620		2-4	2,521
1-5	3,094		2-5	5,162
1-6	2,024		2-6	2,302
1-7	2,298		2-7	1,358
1-8	1,595		2-8	1,050
1-9	1,528		2-9	2,520
1-10	1,782			

Total Square Footage of all Units in phase 1 is **49,365**.

All square footage measurements will be used in calculating a Unit's percentage interest in the Common Elements and Common Surplus and share of the Common Expenses of the Condominium as set forth in Exhibit "D"; provided, however, any demising walls or corridors that may be constructed may encroach

upon each Unit and, in such instances, reduce the amount of square footage for each Unit, as described in this Declaration. The anticipated general size of each Unit in future phases is between 1,000 and 4,000 square feet; provided, however, the Developer reserves the right to alter and modify the size (and design) of Units in future phases by up to twenty percent (20%).

22.4 Impact of Phasing; Change in Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting; and Association Membership. The impact which the completion of subsequent phases would have on prior phases would be to increase the number of Units and the number of Owners. The Common Expense, Common Surplus, and Common Element ownership reallocation caused by the addition of any phase is set forth in Exhibit "D." As set forth in the Bylaws which are attached to and incorporated in this Declaration, the addition of phase 2 will increase the total number of votes and Owners voting interests will be consistent with the percentage interests formula contained in Exhibit "D."

22.5 Land. The land which Developer currently contemplates may ultimately become part of the Condominium is described as proposed Phase II in Exhibit "A." Developer reserves the right in its sole discretion to add land which is not described in Exhibit "A." to the Condominium and to make changes in the legal description of any proposed phase prior to the addition of that phase to the Condominium.

22.6 Facilities. As permitted by Section 718.403(2)(d), *Florida Statutes*, Developer reserves the right, but will have no obligation, to add facilities on the Condominium Property or on some or all phases. On declaration of the phase containing a facility as part of the Condominium, the same will become Common Elements or Limited Common Elements. Such facilities in future phases may include additional parking spaces and a roadway. The approximate location of future facilities are shown in Exhibit "A." Developer reserves the right to change the location of such future facilities.

22.7 Amendment. Phases may be added to this Condominium by the execution of an amendment to this Declaration executed by Developer only, and such amendment will not require the execution or consent of the Association or any Owners.

ARTICLE 23. ADDITIONAL PROVISIONS

23.1 Notices. All notices to the Association required or desired under this Declaration or under the By-Laws will be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may under this Declaration designate from time to time by notice in writing to all Owners. Except as provided specifically in the Act, all notices to any Owner will be sent by first class mail to the Condominium address of such Owner, or such other address as may have been designated by such Owner from time to time, in writing, to the Association. All notices to Mortgagees will be sent by first class mail to their respective addresses, or such other address as such Mortgagee from time to time may designate such other address, in writing to the Association. All notices will be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which will be deemed to have been given when received, or five (5) business days after proper mailing, whichever will first occur.

23.2 Ratification. Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of the occupant's occupancy, will be deemed to have acknowledged and agreed to abide by all of the provisions of this Declaration and the other Condominium Documents are fair and reasonable in all material respects.

23.3 Execution of Documents: Attorney-in-Fact. Without limiting the generality of other articles or sections of this Declaration and without such other articles or sections limiting the generality of this Section 22.3, each Owner, by reason of the acceptance of a deed to a Unit, agrees to execute, at the request of Developer, all documents or consents which may be required by all governmental agencies to allow Developer and its affiliates to complete the plan of development of the Condominium as such plan may be amended, and each such Owner further appoints Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. Such documents and consents cannot increase or alter rights and obligations of Owners under this Declaration or the Condominium Documents, except as expressly provided in this Declaration. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section 23.3 may not be amended without the consent of Developer.

23.4 Reserved Rights of Developer.

(a) In addition to all other reserved rights of Developer expressed herein, Developer hereby reserves the right to dedicate to the public any boulevard, road, street, drive or rights-of-way within the Condominium Property within a period of five (5) years from the date of recordation of this Declaration. Such dedication rights will be paramount to the rights of the Association, the Owners and any holders of liens or mortgages on any part of the Condominium Property. Developer may execute such instruments as may be necessary to effect such dedication without the joinder and prior written consent of the Association, the Owners or any holders of liens or mortgages on any part of the Condominium Property. Such deduction may involve acceptance by a governmental entity with an agreement to maintain, or may be an offer of dedication with no agreement of any governmental entity having jurisdiction to maintain such dedicated property.

(b) Notwithstanding any provision herein to the contrary, Developer will have the right, until such time as Developer is no longer offering Units for sale in the ordinary course of business, to transact on the Condominium Property any business necessary to consummate the sale of Units, including the right to maintain a sales office and model units, display signs, employ personnel in a sales capacity, use the Common Elements, and to show the Units. Developer's office, signs, and all tangible personal property owned by Developer in connection with the sale of the Condominium and the Units therein will remain the property of Developer. In order to preserve the rights of Developer, Developer does hereby reserve an easement on behalf of itself, its officers, employees, guests, assigns, invitees, contractors, subcontractors and materialmen for ingress, egress, passage and entry over, through and across all sidewalks, parking areas, paths, halls, lobbies, elevators, center cores, floors and other portions of the Common Elements as may be, from time to time, necessary for the purpose of developing or selling the Units. No Owner or Owner's guests, invitees or agents will in any way interfere with or hamper Developer, its employees, officers, invitees, guests or their successors or assigns in connection with the development and sale of Units.

(c) Developer hereby reserves the right, at any time in which Developer will own any Unit, to lease any Unit which Developer owns on such terms and conditions and for such periods of time as Developer may determine. Any restrictions contained herein relative to rentals of Units will not be applicable to Developer.

(d) If Developer elects to add to or expand, modify or sell any portion of the Common Elements of the Condominium, Developer will pay all the expenses relating to the construction or the providing of such addition or expansion and will record an amendment to this Declaration describing such property. The amendment will be executed with the formalities of a deed and recorded in the Public Records. No approval or action of the Association, Owners or mortgagees will be necessary for adding such additional Common Elements to condominium ownership. All costs of maintenance,

repair and replacement relating to the addition or expansion of the Common Elements will be a Common Expense.

(e) Developer hereby reserves the right to convey to the Association any real property which is contiguous to the Condominium Property free and clear of liens and encumbrances, including wetlands or other parcels more suitable to become Association Property rather than Common Elements of the Condominium. All costs and expenses associated with such Association Property will be Common Expenses. The Association will be required to accept any such conveyance from Developer.

(f) This Section 23.4 may not be amended without the prior written consent of Developer.

23.5 Interpretation. The Board will be responsible for interpreting the provisions of this Declaration and the Other Condominium Documents. Such interpretation will be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Board, that any interpretation adopted by the Board is not unreasonable will conclusively establish the validity of such interpretation.

23.6 Approval by Developer. In every instance where the approval or consent of Developer is required, such approval or consent must be given in writing and signed by an authorized representative of Developer. Furthermore, any approval, consent, decision, right, determination, election, or finding that is given, withheld, done, made, reserved, taken, or availed of, by Developer may be in Developer's sole, absolute, and unfettered discretion without any implied standard of reasonableness imposed on Developer and without any requirement of due diligence.

23.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits attached to this Declaration, or the Condominium Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, will not affect the validity of the remaining portions.

23.8 Waiver. No provisions contained in this Declaration will be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

23.9 Merger. This Declaration, the Association, and the Common Elements may be merged with the declaration of condominium, condominium association, and common elements of another independent and separate condominium to form a single condominium with the approval of a majority of the total number of voting interests and with the approval of all of the record owners of liens on the Units. In the event the consent and approval is obtained, a new or amended declaration of condominium and articles of incorporation and bylaws of the Association will be recorded and will contain provisions necessary to amend and modify the appurtenances to the Units and the percentages by which the Owners share the Common Expenses and own the Common Surplus and Common Elements, in order to create a consolidated single condominium.

23.10 References. Unless specifically noted otherwise, all references to any article, section, subsection, sentence, clause, phrase, word, exhibit, or other provision are references to articles, sections, subsections, sentences, clauses, phrases, words, exhibits or other provisions in this Declaration.

23.11 Gender, Plurality, and Include. Wherever the context so permits, the singular will include the plural, the plural will include the singular, and the use of any gender will be deemed to include all or no genders. The term "include" and similar terms (*e.g.*, includes, including, included,

comprises, comprising, such as, e.g., and for example), when used as part of a phrase including one or more specific items, are used by way of example and not of limitation.

23.12 Captions. The captions in this Declaration are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision of this Declaration.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Developer has executed this Declaration this 29th day of December, 2008.

Witnesses:

W. M. Blackley
Witness Signature

W. M. Blackley
Print Name

Kimberly A. Cardona
Witness Signature

Kimberly W. Cardona
Print Name

“Developer”

Sand Lake Building, LLC, a Florida limited liability company

By: [Signature]
Name: Levon Derderian
As Its: Manager

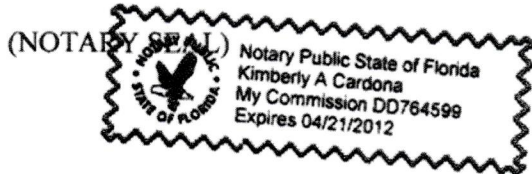
STATE OF FLORIDA)
) ss.
COUNTY OF ORANGE)

Before me, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared Levon Derderian, the Manager of Sand Lake Building, LLC, and s/he acknowledged that s/he executed the foregoing instrument on behalf of the corporation under due authority therefrom. S/He is personally known to me or has produced _____ as identification.

Witness my hand and seal this 29th day of December, 2008.

Kimberly A. Cardona
(Notary Signature)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____



JOINDER AND CONSENT OF MORTGAGEE

THIS CONSENT made and entered into this 29th day of December, 2008, by RBC Bank (USA) ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee, is the owner and holder of that certain Mortgage, Assignment of Rents and Security Agreement dated August 28, 2007 and recorded in Official Records Book 9418, Page 3825, of the Public Records of Orange County, Florida, as amended ("First Mortgage");

WHEREAS, the First Mortgage encumbers the land and the improvements located thereon, as described in the Declaration of Condominium for Sand Lake Building, a Condominium, and all amendments thereto ("**Declaration**"); and

WHEREAS, Mortgagee has agreed to consent to the Declaration to which this Consent is attached.

NOW, THEREFORE, Mortgagee agrees as follows:

1. Mortgagee does hereby consent to the recordation of the Declaration.
2. This Consent will apply and be effective solely to the matters described in the Declaration and nothing herein contained will otherwise affect, alter or modify in any manner whatsoever the terms and conditions, lien, operation, effect and priority of the First Mortgage as to the land and improvements encumbered thereby.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officer the day and year first above written.

Witnesses:

Kimberly A. Cardona
Witness Signature

Kimberly A. Cardona
Print Name

Sharon Simpson
Witness Signature

Sharon Simpson
Print Name

"Mortgagee"

RBC BANK (USA)

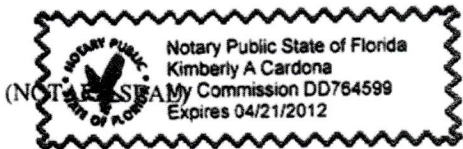
By: W.M. Bleakley
W.M. BLEAKLEY

As Its: VICE-PRESIDENT

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

BEFORE ME, Notary, of the state and county mentioned, personally appeared Michael Blankley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be S.V.P. of RBL Bank, a Corporation, and that such president or officer as such, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as S.V.P.

WITNESS my hand and seal, at office in Orlando, FL this 29th day of December, 2008.



Kimberly A. Cardona
(Notary Signature)

Kimberly A. Cardona
(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____


EXHIBIT "A"
**A LEGAL DESCRIPTION OF THE LAND COMMITTED TO THE CONDOMINIUM FORM
OF OWNERSHIP PURSUANT TO THIS DECLARATION AND
THE CONDOMINIUM SURVEY AND PLANS**

SAND LAKE BUILDING, A CONDOMINIUM SURVEYOR'S CERTIFICATE

THE UNDERSIGNED BEING A PROFESSIONAL SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF IMPROVEMENTS OF SAND LAKE BUILDING, A CONDOMINIUM DESCRIBED IN THIS SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS ON SHEETS 2 THROUGH 33, IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF SAND LAKE BUILDING, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE IMPROVEMENTS, AND FURTHER THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

THE UNDERSIGNED ALSO CERTIFIES THAT THIS BOUNDARY SURVEY IS IN COMPLIANCE WITH THE "MINIMUM TECHNICAL STANDARDS" PROMULGATED PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DECEMBER 19, 2008



JAMES ZIMMERMAN
PROFESSIONAL SURVEYOR AND MAPPER #6545
STATE OF FLORIDA.


UNLESS IT BEARS THE SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

EXHIBIT "A"

DATE: 12-19-08
JOB NO.: 07.168
SHEET 1 OF 33

Layout Services, Inc.

LAND SURVEYING & MAPPING
3936 FOOTHILL DR.
TITUSVILLE, FL. 32796
(321) 759-2779
(321) 264-9748 (FAX)



SAND LAKE BUILDING, A CONDOMINIUM

GRAPHIC PLOT PLAN FOR PHASE 1

WALLACE ROAD
(1/4 SECTION)
(PG 55, PGS 13-14)

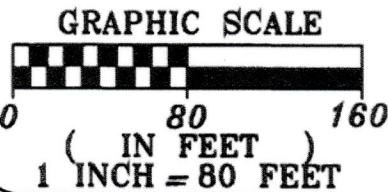
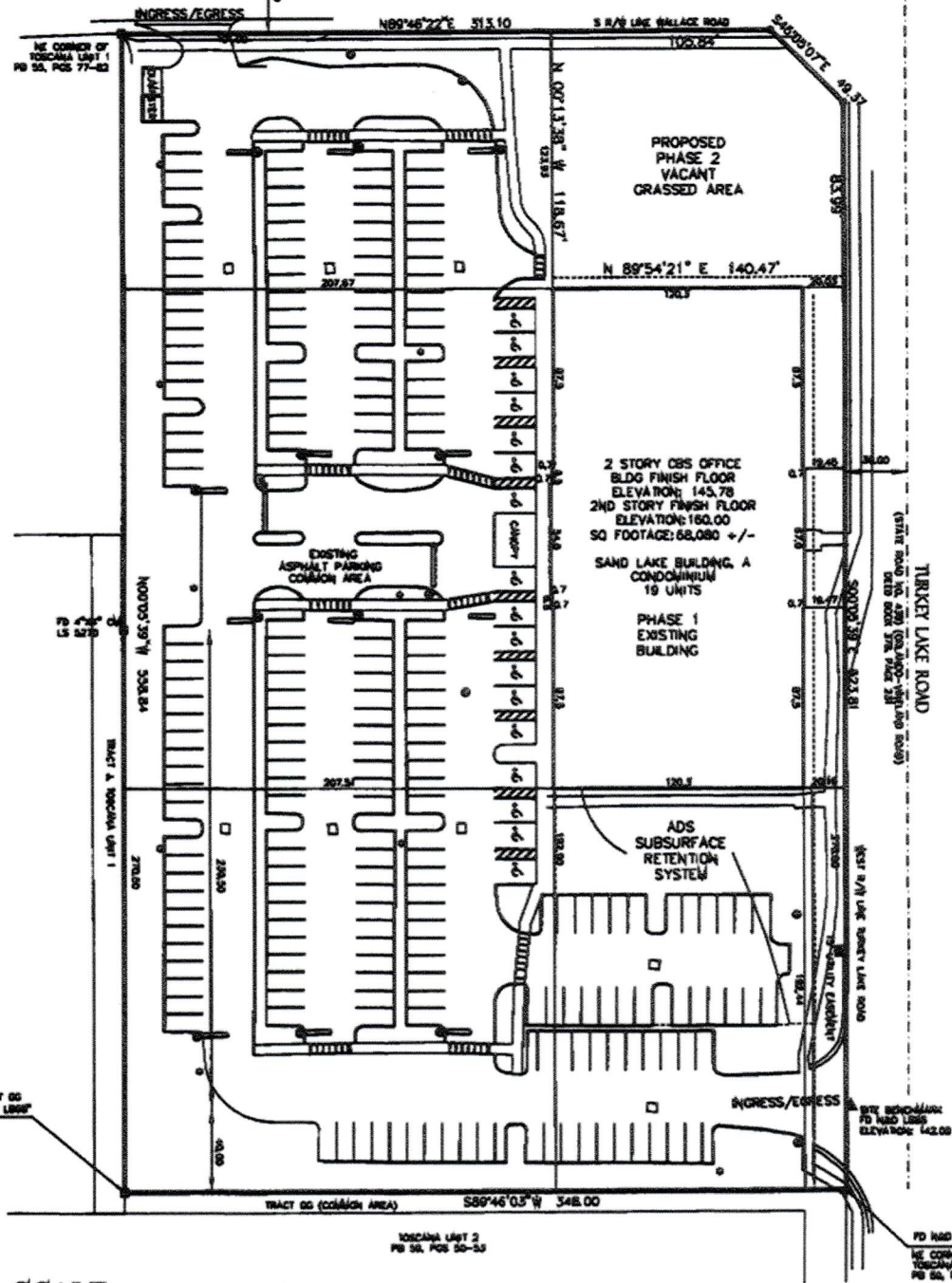


EXHIBIT 'A'

DATE: 12-01-08
JOB NO.: 07.168
SHEET 2 OF 33

Layout Services, Inc.
LAND SURVEYING & MAPPING
3936 FOOTHILL DR.
TITUSVILLE, FL. 32796
(321) 759-2779
(321) 264-9748 (FAX)

SAND LAKE BUILDING, A CONDOMINIUM

GRAPHIC PLOT PLAN FOR PROPOSED PHASE 2

WALLACE ROAD
R/W VARIANCE
(PG 56, PGS 13-14)

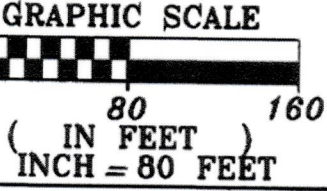
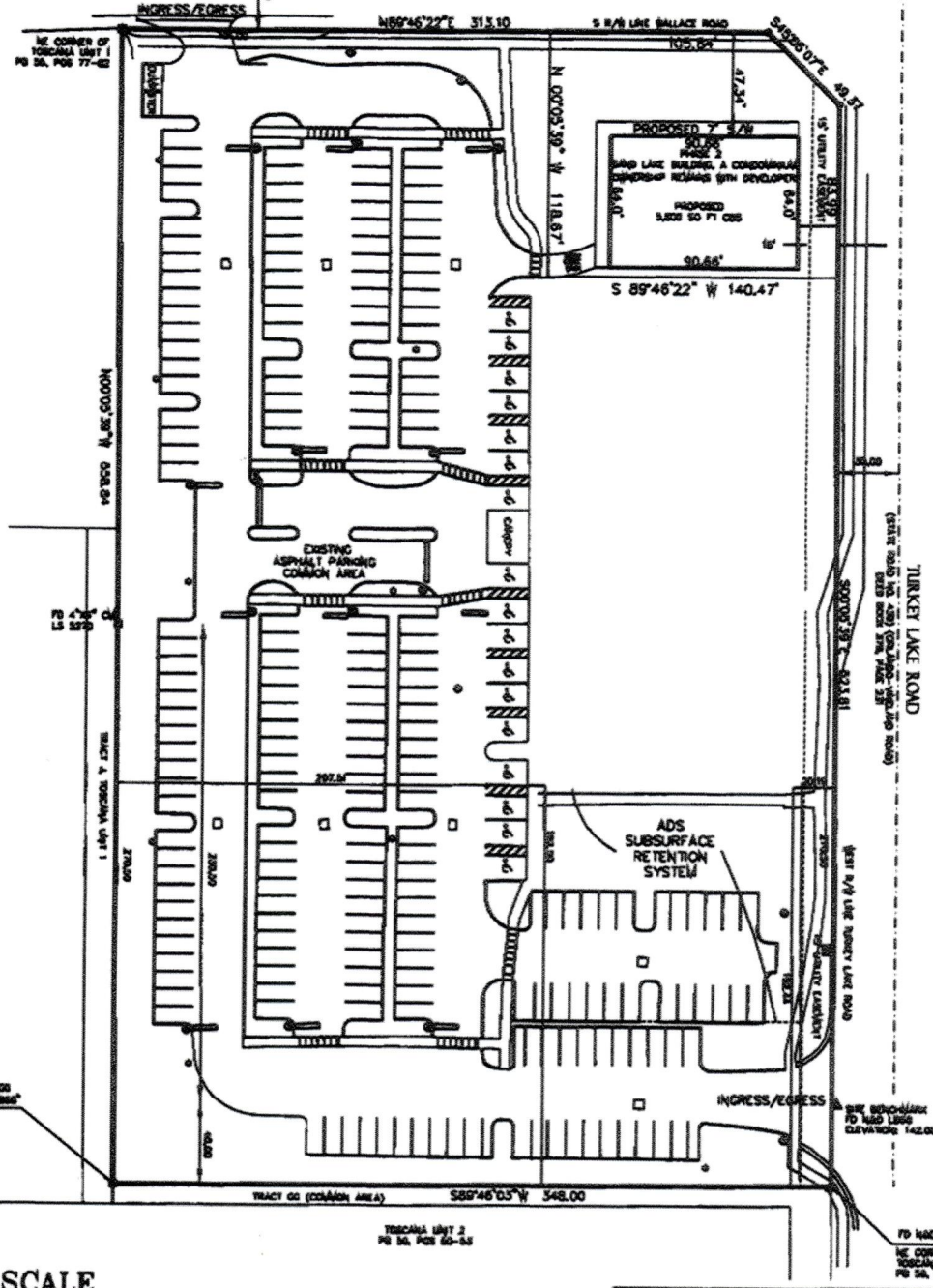



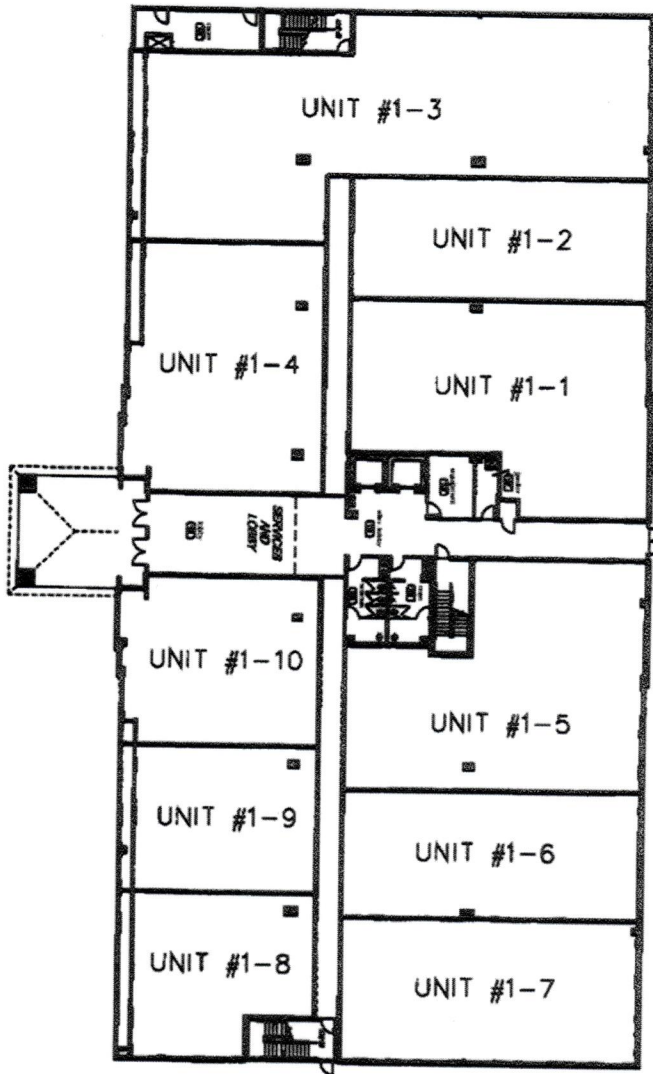
EXHIBIT 'A'

DATE: 12-01-08
JOB NO.: 07.168
SHEET 3 OF 33

Layout Services, Inc.
LAND SURVEYING & MAPPING
3936 Foothill Dr.
Titusville, FL 32796
(321) 759-2779
(321) 264-9748 (FAX)

SAND LAKE BUILDING, A CONDOMINIUM FIRST FLOOR UNIT DESIGNATIONS


N
SCALE
1 INCH=40'




SURVEYORS NOTES:

1. ——— Indicates the limits of the unit. The horizontal limits of the unit extend from the outside of the finished wall, to the centerline of the unfinished common wall between units and/or common elements.
2. The vertical limits of the units are from the finished floor, elevation 145.78, to the unfinished ceiling elevation 155.28.
3. Elevations are based on National Geodetic Vertical Datum 1929. Benchmark is a nail and disk in South entrance, elevation = 142.08'.
4. There exists a Non Exclusive easement over and across all areas and improvements exclusive of the Units, for Ingress-Egress to the Units.
5. "Unit 1-1" indicates the Floor and Unit number in the building.

EXHIBIT "A"


DATE: 12-01-08
 JOB NO.: 07.168
 SHEET 4 OF 33

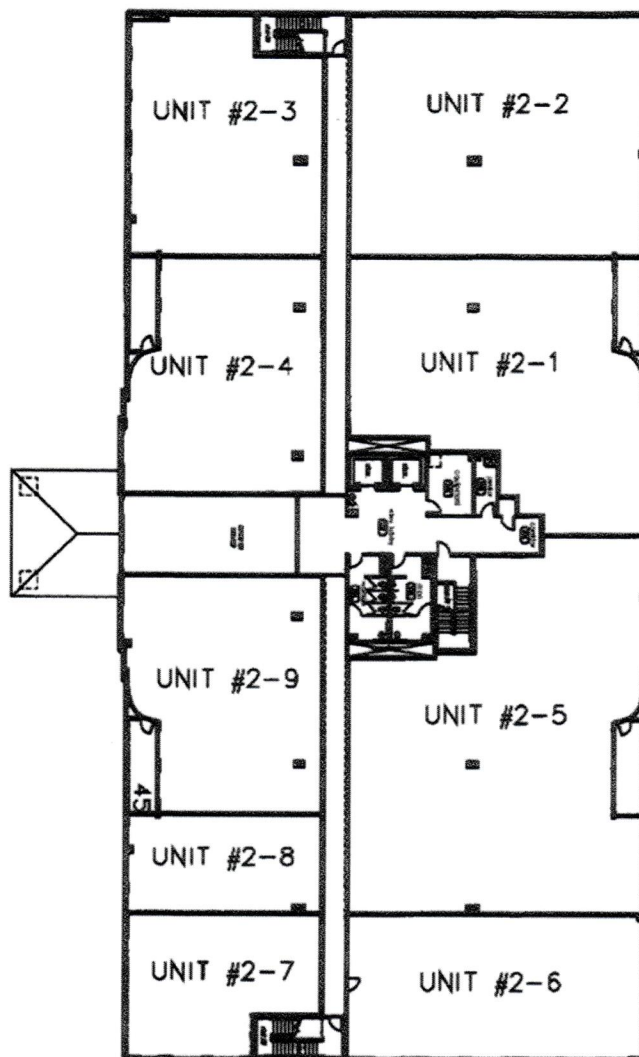
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 TITUSVILLE, FL. 32796
 (321) 759-2779
 (321) 264-9748 (FAX)



SAND LAKE BUILDING, A CONDOMINIUM

SECOND FLOOR UNIT DESIGNATIONS


SCALE
1 INCH=40'



SURVEYORS NOTES:

1. ——— Indicates the limits of the unit. The horizontal limits of the unit extend from the outside of the finished wall, to the centerline of the unfinished common wall between units and/or common elements.
2. The vertical limits of the units are from the finished floor, elevation 160.00, to the unfinished ceiling elevation 169.50.
3. Elevations are based on National Geodetic Vertical Datum 1929. Benchmark is a nail and disk in South entrance, elevation = 142.08'.
4. There exists a Non Exclusive easement over and across all areas and improvements exclusive of the Units, for Ingress-Egress to the Units.
5. "Unit 2-1" indicates the Floor and Unit number in the building.

EXHIBIT "A"

DATE: 12-01-08
 JOB NO.: 07.168
 SHEET 5 OF 33

Layout Services, Inc.
 LAND SURVEYING & MAPPING
 3936 FOOTHILL DR.
 TITUSVILLE, FL. 32796
 (321) 759-2779
 (321) 264-9748 (FAX)

