

Exhibit "A"

110001 THE STATE OF FLORIDA COUNTY OF SEMINOLE PUBLIC RECORDS OFFICE

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06942 Pgs 1414 - 1517; (104pgs)
CLERK'S # 2008025567
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RECORDED BY T Smith

This Instrument Prepared by:
David J. Labovitz, Esq.
Railey & Harding, P.A.
20 N. Eola Drive
Orlando, FL 32801

DECLARATION OF CONDOMINIUM
FOR
LONGWOOD OFFICE PARK, A CONDOMINIUM

LONGWOOD OFFICE PARK, LLC, a Florida limited liability company, hereby
declares:

Section 1
INTRODUCTION AND SUBMISSION

RETURN TO
WET STEIN
6547
1420 ALAPAYA TR. STE 101
ORLANDO FL 32765

1.1 The Land. The Developer (as hereinafter defined) owns fee simple title to certain land located in Seminole County, Florida, as more particularly described in Exhibit "A" hereto (the "Land").

1.2 Submission Statement. Developer hereby submits to condominium ownership the Land together with all improvements from time to time erected or to be installed thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof, subject to the reservations, easements and restrictions of record.

1.3 Name. The name by which this condominium is to be identified is LONGWOOD OFFICE PARK, A CONDOMINIUM (the "Condominium").

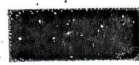
ORIGINAL OF EXHIBIT "B." CONSISTING OF THE CONDOMINIUM DRAWINGS, IS RECORDED IN PLAT BOOK N/A, PAGES 1/A, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Section 2
DEFINITIONS

For purposes of this Declaration and the exhibits attached hereto, the following terms shall have the respective meanings ascribed to them in this Section 2, except where the context clearly indicates a different meaning or a specific limited meaning is detailed:

2.1 "Act" or "Florida Condominium Act" means the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date this Declaration is recorded and as it may be hereafter amended.

2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the original Articles of Incorporation



is attached hereto as Exhibit "C."

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses or other purposes as provided in this Declaration and which from time to time is assessed against a Unit Owner.

2.4 "Association" or "Condominium Association" means LONGWOOD OFFICE PARK OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, the sole entity responsible for the operation of the Condominium. Where utilized herein or in the exhibits attached hereto, the term "Corporation" shall be deemed to be synonymous with the term "Association."

2.5 "Association Property" means that property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of the Unit Owners.

2.6 "Board of Directors" or "Board" means the Board of Directors of the Association.

2.7 "Building" means the structure on the Land in which the Units and the Common Elements are located.

2.8 "By-Laws" mean the By-Laws of the Association, as may be amended from time to time. A copy of the original By-Laws are attached hereto as Exhibit "D."

2.9 "Common Elements" mean and includes:

(a) The portions of the Condominium Property which are not included within the Units;

(b) Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utilities and other services to the Units and the Common Elements;

(c) An easement of support in every portion of a Unit which contributes to the support of the Building or other improvements on all other Units, Common Elements or Limited Common Elements;

(d) The property, equipment and installations (other than those owned by utility companies providing service to the Building) required for the furnishing of utilities and other services to more than one Unit or to the Common Elements; and

(e) Any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Act.

2.10 "Common Expenses" means all expenses incurred by the Association for the

Operation, maintenance, repair, replacement or protection of the Condominium and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act or the Declaration. "Common Expenses" shall also include: (a) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; and (b) costs attributable to any Units acquired by the Association or conveyed to the Association, including without limitation, assessments payable with respect thereto, the real property taxes attributable thereto and the costs of maintenance and insurance thereof. Common Expenses shall not include any separate obligations of individual Unit Owners.

2.11 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over and above the amount of Common Expenses.

2.12 "Condominium Documents" means this Declaration, the Articles of Incorporation, the Bylaws, the applicable rules and regulations, and other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association.

2.13 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.14 "Condominium Plat" means the condominium drawings required by Section 718.104 of the Act and recorded in the Plat Book and Page identified on the first (1st) page hereof and constituting Exhibit "B" hereto.

2.15 "Condominium Property" means the Land, all improvements on the Land and personal property that are subject to condominium ownership under this Declaration, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.16 "Condominium Building" means the structures, which comprise that part of the Condominium Property within which the Units are located.

2.17 "County" means Seminole County, State of Florida.

2.18 "Declaration" or "Declaration of Condominium" means this instrument, and all exhibits attached hereto, by which the Condominium is created, as the same may be amended from time to time.

2.19 "Developer" means Longwood Office Park, LLC, a Florida limited liability company, its successors and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the public records of the County. Such assignment may be made on an exclusive or non-exclusive basis and may be an assignment of all or only portions of its rights as Developer hereunder; provided, however, that no such assignment shall make any assignee the

"Developer" for purposes hereof unless such assignment is an assignment of all of Developer's rights hereunder and is exclusive, except as to any previously assigned rights.

2.20 "Improvements" means all structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including but not limited to the Condominium Building(s).

2.21 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, The Small Business Administration, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLM") or any other lender generally recognized as an institutional lender, or Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagee(s) of Units with regard to at least 51% of the voting interests which are appurtenant to Units subject to mortgages held by Institutional First Mortgagees. In the case of an SBA 504 loan program loan, the First Mortgage and the Second Mortgage that are created simultaneously as a part of the SBA 504 Loan program, including subsequent modifications of the Second mortgage when assigned to the CDC lender and when assigned to the SBA, shall both be considered an Institutional First Mortgage for all purposes of this Declaration.

2.22 "License" or "Lease" means an agreement between the Developer or the Association with a person or entity which allows that person or entity to utilize specifically appointed space pursuant to an agreement acceptable to the Developer or the Association.

2.23 "Limited Common Elements" mean those Common Elements, the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as shown on the Condominium Plat or otherwise specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.24 "Primary Institutional First Mortgagee" means any Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing the greatest aggregate original principal indebtedness.

2.25 "Purchaser" means a person (or entity) who purchases a Unit. The term "purchaser" may be used interchangeably with the term "Buyer."

2.26 "Unit" or "Condominium Unit" is that portion of the Condominium Property which is subject to exclusive ownership, and refers to each of the separate and identified Units delineated in the Condominium Plat. The physical boundaries of each Unit are as delineated in the Condominium Plat and are as more particularly described in Section 3.2 of this Declaration. The term "Unit" is often used synonymously herein with "Condominium Parcel" when meaning the sum total of an Owner's ownership interest in the Condominium and shall be deemed to include, if the context admits or requires, all appurtenances to a Unit specified herein.

2.27 "Unit Owner" or "Owner" means the record owner of legal title to a Condominium Parcel, as shown by the real estate records in the office of the Seminole County Comptroller, Official Records Division, Seminole County, Florida; whether such Owner be the Developer, one or more personal firms, associations, corporations or other legal entities. Owner shall not mean or refer to the holder of a security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure, or a proceedings, or deed in lieu of foreclosure. Nor shall the term Owner mean or refer to any lessee or tenant of an Owner.

Section 3
DESCRIPTION OF CONDOMINIUM

3.1 Identification of Units. Each Unit is identified by a separate numerical designation as shown on the Condominium Plat, consisting of a survey of the Land including the Units, a graphic description of the improvements located thereon, and a plot plan thereof. A reduced-in-size copy of the Condominium Plat as recorded in the Condominium Book and Page identified on the first (1st) page hereof together with a copy of the legal description contained on the Condominium Plat is attached to this Declaration for convenience. The Condominium Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be the Limited Common Elements for such Unit; (c) membership in the Association with the full voting rights appurtenant thereto; and (d) other appurtenances as may be provided by this Declaration or the Act.

The Condominium shall contain three separate buildings, designated as follows: (i) "Building 587"; (ii) "Building 581"; and (iii) "Building 583" (all three buildings collectively referred to herein as the "Condominium").

Time-share estates or interests will not be created with respect to any of the Units in the Condominium.

3.2 Unit Boundaries. Each Unit shall consist of that part of the Building containing such Unit which lies within the boundaries of the Unit, whose boundaries are further defined as follows:

(a) Upper and Lower Boundaries. The upper boundary of each Unit shall be the horizontal plane of the unfinished lower surface of the structural ceiling or slab of the Unit. The lower boundary of each Unit shall be the horizontal plane of the unfinished upper surface of the concrete floor or slab of the Unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit as extended to their planar intersections with each other and to the upper and lower boundaries as defined above.

(c) Apertures and Miscellaneous. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including the interior surface of glass or other transparent materials, frameworks, window casings and weather stripping thereof. All wires, conduits, ducts, vents, concrete joists and other such facilities serving more than one Unit located within any walls or above the non-structural ceiling and below the upper boundary of the Unit, shall be Common Elements.

(d) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "B" hereto or in any subsequent survey documents shall control in determining the boundaries of a Unit, except the provision of Section 3.2(c) above shall control unless specifically reflected otherwise on such survey.

(e) Property Excluded From Units. A Unit shall not be deemed to include foundations, columns, girders, beams, supports, interior load bearing walls, pillars, underlying floors, essential and permanent installations and equipment for power, lights, and exhaust fans, and all pipes, conduits, ducts, vents and other service utility lines which are utilized for, serve, or pass through more than one Unit or the Common Elements.

3.3 Limited Common Elements. Each applicable Unit or Units shall have the following Limited Common Elements, regardless of whether same are appurtenant to one or more than one Unit.

(a) Air Conditioning, Heating and Other Equipment. For those Units with air conditioning and heating equipment, or the other equipment, serving one or more but not all Units, such air conditioning and heating equipment or other equipment shall be a Limited Common Element of the Unit(s) so served. The Unit Owner(s) served by such equipment shall be solely responsible for operating, maintaining and repairing and replacing such equipment and for all the costs related thereto. Notwithstanding the foregoing, the Association shall have the right to require all such air conditioning and heating equipment or other equipment be maintained by contractors approved by the Association and meeting such insurance, licensing and other requirements as the Board may reasonably require. In the event that physical changes in the Building result in additional Units being served by such equipment or, in the alternative, Units ceasing to be so served, then the equipment shall be a Limited Common Element appurtenant to the Units added and shall cease to be one to the Units deleted.

(b) Plumbing, Electrical and Telecommunications Equipment.

i. The potable water lines and equipment which serve one or more, but not all, Units shall be a Limited Common Element of the Unit(s) so served. Such Limited Common Element shall begin at the boundary of each Unit served by such lines and equipment and shall extend to the point where such lines and equipment connect with the main meter measuring potable water consumption for such Unit(s). In the event a Unit is used for any purpose which entails the consumption of water in excess of

ordinary and customary office uses, then the Association shall have the right to require the water and sewer service for such Unit to be separately metered.

ii. The sewage collection lines and equipment which serve one or more, but not all, Units shall be a Limited Common Element of the Unit(s) so served. Such Limited Common Element shall begin at the boundary of each Unit served by such lines and equipment and shall extend to the point where such lines and equipment connect with the sewer line serving all of the Units.

iii. The electrical lines and equipment which serve one or more, but not all, Units shall be a Limited Common Element of the Unit(s) so served. Such Limited Common Element shall begin at the boundary of each Unit served by such lines and equipment and shall extend to the point where such lines and equipment connect with the meter measuring electrical consumption for such Unit(s).

iv. The telephone and telecommunication lines and equipment which serve one or more, but not all, Units shall be a Limited Common Element of the Unit(s) so served. Such Limited Common Element shall begin at the boundary of each Unit served by such lines and equipment and shall extend to the network interface point in the telephone room or elsewhere for such Unit(s).

The Unit Owner(s) served by such Limited Common Element(s) shall solely be responsible for operating, maintaining, repairing and replacing such lines and equipment and for all costs related thereto. In the event that physical changes in the Building result in additional Units being served by such equipment or, in the alternative, Units ceasing to be so served, then the equipment shall be a Limited Common Element appurtenant to the Units added and shall cease to be one to the Units deleted.

(c) Doors and Windows. Each door and window in the walls bounding that Unit shall be a Limited Common Element reserved for the exclusive use of that Unit. The Association shall be responsible for maintaining the exterior of the doors and windows; however, the Unit Owner shall solely be responsible for maintaining the interior of such windows and doors. The Association shall be responsible for periodic washing of the exterior of the windows in the walls bounding that Units as a Common Expense. Except as otherwise provided in the next sentence, each Unit Owner shall be responsible for repairing and replacing doors and windows in the walls bounding that Unit, subject to the rights of the Association to review and approve any alterations to the Condominium Property. The Association shall be responsible (i) for the repair or replacement of any doors and windows in the walls bounding the Unit which are damaged by fire or other casualty; and (ii) for the replacement of any doors and windows in the walls bounding the Unit in the event the Association is Replacing all or substantially all of such doors or windows in the Building.

(d) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one or more Units shall be deemed Limited Common Elements of the Unit(s) served. These Units shall proportionately share the cost of the Limited Common

Elements, proportionate to a Unit's square footage in relation to the square footage of all units which are served by the Limited Common Element(s).

(c) Parking Spaces. Parking Spaces are more specifically set forth in Section 3.8 below.

3.4 Provision. Provided all persons acting with reference to this Condominium, whether as contract purchasers, grantees, mortgagees, lienors or otherwise, understand that at the time of the execution and recording of this Declaration and the Condominium Plat, all of the improvements to be located within the Units may not have been completed, and they agree for themselves, their heirs, successors and assigns, that Developer reserves the right to amend this Declaration and said Condominium Plat as may be necessary or desirable from time to time to identify, locate and dimension said improvements as and when they are actually constructed, any such amendments shall not require the joinder or further consent of any Unit Owners or holders of liens thereon and shall be effective upon recordation in the public records of the County.

3.5 Easements. The following easements are hereby created (in addition to any easements created under the Act and any other provisions of this Declaration):

(a) Support. There shall be an easement of support in every portion of a Unit which contributes to the support of the Building or other improvements containing any other Unit, any Common Element, or any Limited Common Element.

(b) Utility and Other Services; Drainage. Non-exclusive easements are hereby reserved unto Developer and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all utilities (whether public or private) communications and security systems, and other services which may serve the Condominium Property; provided, however, that these easements shall not permanently interfere with the use of the Units. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association and its authorized agents have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in Section 7.1 herein or as otherwise contemplated herein, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

(c) Encroachments. If: (1) any portion of the Common Elements encroaches upon any Unit; (2) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (3) any encroachment shall hereafter occur as a result of (i) construction of the improvements; (ii) settling or shifting of the improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the improvements (or any portion thereof), or any Unit after damage

by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(d) Ingress and Egress/Parking. A non-exclusive easement in favor of each Unit Owner and authorized tenant, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, parking areas and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements. Each Unit shall be entitled to the exclusive use of two (2) parking spaces within the Association Property and two (2) parking spaces shall be reserved for the exclusive use of each individual Unit Owner and their respective guests and invitees, in a location determined by the Association. All additional parking spaces within the Association Property shall be non-exclusive and each Unit Owner shall have a co-extensive right to utilize such additional parking spaces for such Unit Owner and such Unit Owner's guests and invitees.

(c) Construction and Maintenance of the Condominium Property. Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes or where Developer, in its sole discretion, determines that it is required or desires to do so.

(f) Sales and Leasing Activity. For as long as Developer owns any Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements or Association Property as model units and sales offices, to show the models and the Common Elements to prospective Purchasers and tenants of Units, to erect on the Condominium Property and/or Association Property signs and other promotional material to advertise Units for sale or lease and for any other similar purpose the Developer deems appropriate in its sole discretion. The Developer hereby reserves unto itself an easement over the Condominium Property exclusive of any Units not owned by it for, as well as the right to carry on, any activity that Developer determines in its sole discretion to be necessary, to transact any business necessary to consummate sales of Condominium Parcels, including, but not limited to, the right to maintain models, have signs identifying the Condominium Property and advertising the sale of Condominium Parcels, having employees in the offices, models and other Common Property, use the Common Elements and to show the Units. Sales office furnishings, the furniture and furnishings in any model, model unit, signs, and items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. Further, the Developer and its employees shall have the right to exclusive possession of any model unit and sales office, and the Developer shall further have the

right for any such Unit to remain as a model and/or office until such time as all Condominium Parcels have been sold. The Developer reserves an easement over the roadways and all other Common Elements of the Condominium, to enjoy the rights and privileges enumerated herein, as well as for ingress and egress for construction, sales, parking, and any other related purposes. The Developer reserves these rights and easements mentioned in this Section, for itself, its successors and assigns. At such time as the Developer no longer owns any Units, the Developer, its designees, successors and assigns shall continue in the capacity as manager and marketer of the Condominium for a period of two (2) years from the date of the last Unit closing, unless the Developer resigns or the Association votes to relieve the Developer of its duties.

(g) Conduits, etc. Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

(h) Party Walls. All dividing walls which straddle the boundary line between Units and which stand partly upon one Unit and partly upon another, and all walls which serve two or more Units or the permitted improvements located within said Units, shall at all times be considered party walls, and each of the Owners of Units within which such party walls shall stand, serve or benefit shall have the right to use said party wall along the whole length or any part of the length thereof for support of the permitted improvements located within said Units; and for the support of any improvements, constructed to replace the same, and shall have the right to maintain in or on said wall, any pipes, ducts or conduits originally located therein or thereon, subject to the restrictions hereinafter contained:

(1) No Owner of any Unit nor any successor in interest to any such Owner shall have the right to extend said party wall in any manner, either in length, height or thickness. In the event of damage to or destruction by fire or other casualty of any party wall, the Owner of any Unit upon which said party wall may rest shall have the obligation to repair or build such wall and the Owner of each Unit upon which such wall shall rest, be served or benefitted by, shall pay his fractional portion of the cost of such repair or rebuilding. All such repairs or rebuilding shall be done within a reasonable time, and in such workmanlike manner with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

(2) The foregoing provisions of this subsection (h) notwithstanding, the Owner of any Unit, or other interested party, shall retain the right to receive a larger contribution from another or others under any rule or law regarding liability for negligent or willful acts or omissions. The right of any Unit Owner, or other interested party, to contribution from any other Unit Owner under this section, shall be appurtenant to the land and shall pass to such Unit Owner's or other person's successors in title.

(3) The title held by each Unit Owner to the portion of each party wall

within such Unit is subject to a cross easement in favor of the adjoining Unit Owner for joint use of said wall.

(i) Plat. All easements described or shown on the Condominium Plat.

(j) Developer. During such time as Developer, its successors or assigns, own any Units and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by Developer, its employees, its successors or assigns.

A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of services contemplated, or the use of the easements created, under this Section 3.5. The Association and its authorized agents have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in Section 7 herein or as otherwise contemplated herein, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

Wherever in this Section 3.5 or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, designees, grantees, assigns, agents, employees, licensees, invitees and guests, and all easements referred to herein shall be nonexclusive easements unless otherwise stated.

3.6 Special Easements and Rights to Grant Easements.

(a) Developer hereby reserves unto itself and its successors and assigns, and grants to the Association with the power to assign, non-exclusive easements over, under and through the Condominium Property for the construction, maintenance and operation of electric, gas or other utility, security systems, communications, service or other easements pertaining to the construction, maintenance and operation of other equipment, conduits, pipes, lines and similar installations servicing the Condominium Property or other property with the power to relocate any such existing easements in any portion of the Condominium Property and/or Association Property, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Units for commercial purposes.

(b) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under, upon and through the Condominium Property for the purposes of access to, constructing or maintaining improvements upon, providing utility services to or across, or providing drainage to or from the Condominium Property, any other property which may become part of the Condominium Property pursuant to this Declaration, or any other property adjacent to the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units.

(c) Developer hereby reserves unto itself, and its successors and assigns, non-exclusive easements over, upon, and through the Condominium Property for vehicular and/or pedestrian traffic by Developer, its designees, successors, assigns, licensees, lessees, invitees, and guests within the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for commercial purposes.

3.7 Parking Spaces.

(a) The right to use one (1) uncovered parking space for each one thousand (1000) square feet, or portion thereof, shall be provided to each Unit as of the date of closing of title to each Unit. No Unit Owner shall have or acquire any fee simple title to the parking space at any time except as part of the Unit Owner's undivided share in the Common Elements. After designation, such parking space shall pass as a Limited Common Element appurtenant to such Unit, except to the extent a transfer of such parking space is permitted under Section 3.7(e) below.

(b) Developer reserves the right to construct covered parking spaces on the Condominium Property as Limited Common Elements for the exclusive use by Unit Owners of specified Units or approved third parties pursuant to 3.7(h).

(c) To the extent available, the Developer may assign additional parking space(s) to a Unit Owner. Upon payment by the Unit Owner of such price as Developer may, in its absolute discretion require, the Developer shall assign space or spaces and once so assigned, said space or spaces shall become a Limited Common Element appurtenant to such Unit, except to the extent a transfer of such parking space is permitted under Section 3.7(e) below.

(d) All fees collected by the Developer for assigning parking spaces, if any, shall be retained by the Developer and shall not constitute income or revenue of the Association.

(e) All such assignments of parking spaces shall be made in writing by a non-recordable instrument ("Parking Space Assignment"). The Association shall maintain a book or record for purposes of documenting the current designee or assignee of each parking space ("Parking Record"). The Developer will cause the Association to record such designation of interest in the parking space in the Parking Record and the Unit Owner to which such use is assigned shall have the exclusive right to the use thereof. No conveyance, assignment or transfer of title in any manner whatsoever to use of a parking space constituting Limited Common Element(s) may be made or accomplished separately from the conveyance or passing of title to the Unit to which it is appurtenant, except that the same may be separately assigned to the Association and thereafter maintained as part of the Common Elements or re-assigned by the Association in its sole discretion to another Unit Owner. Notwithstanding the foregoing, a Unit Owner who has been assigned a parking space or has acquired additional parking spaces may transfer those spaces to another Unit Owner upon receipt of the prior, written, express consent of the Association. Upon approval of said transfer by the Association, the Association shall thereupon cause to be executed in the name of the grantee or transferee a new Parking Space Assignment, and the parking space shall be assigned and the Association shall record such transfer in the Parking Record. If the transfer is not so approved by the Association, the parking

space shall remain in the name of the Unit Owner. The Association shall neither have the duty to provide an alternative parking space to the Unit Owner transferee nor shall it assume responsibility for denial of approval. Such Parking Space Assignment shall be executed by the Developer alone, in the case of an initial assignment, and the Board of Directors, or the President of the Association, in the case of a subsequent transfer. No Parking Space Assignment or other instrument transferring a parking space shall be recorded in the public records of the County.

(f) For good cause or when compelled by the State, County or City, the Association shall have the right and authority to reassign parking spaces from time to time upon written notice to the affected Unit Owners.

(g) Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages its Unit, together with the Limited Common Elements appurtenant thereto (whether or not ordinary assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Unit unless released from the lien of such mortgage.

(h) If a Unit is vacant or unoccupied for an extended period, or there are available parking spaces not being utilized by Unit Owners, the Board of Directors or the Developer may authorize others to use the parking space(s) designated and/or assigned to such Unit while the Unit remains vacant with the authorization of the Developer or the Association whichever is applicable.

3.8 Signage. Each Unit shall have a license to display a sign identifying the Owner or tenant of the Unit on the corridor wall to the right or left of the entry door to the Unit. The location and dimensions of each sign shall conform to the signage program adopted by the Developer, so long as the Developer owns any Unit, and thereafter to the signage program of the Association as same may be amended from time to time. All such signs shall be subject to approval by the Association, and the Association reserves the right to regulate the style, type and material used for all signage in the Common Elements of the Condominium and to impose uniform signage requirements, except as expressly permitted by this Section 3.9. No Owner may erect, install or display any sign or advertising material upon the Building exterior, the exterior of the Unit (including any corridors or exterior doors), or the exterior walls thereof, or in any window therein, without the prior written approval of the Association. No signage shall be installed or modified in the Common Elements of the Condominium without the prior written approval of the Association. In addition, all signage shall comply with all applicable zoning and building codes.

3.9 Building Directory. Each Unit shall have a license to have one entry identifying the Owner or tenant of the Unit on the directory located in the lobby of the Building. Directory signage or identification shall be provided and installed by the Association in accordance with Building standards as established by the Association at the Unit Owner's expense.

3.10 Future Licensing/Lease Usage. The Developer, and then the Association after the Association succeeds the Developer, shall have the right to license and/or lease space in the Building pursuant to certain Licenses and Leases on terms acceptable to the Developer or Association, as applicable. Said uses contemplated include, but are not limited to: (i) a portion of the lobby area for

a "flat screen" video presentation of promotional and/or educational materials regarding medical / professional services and procedures offered by occupants of various office suites, (ii) various patio areas adjacent to certain of the "ground floor" Units, (iii) a portion of the walkway areas for a "drop-down" screen for a video presentation of promotional and/or educational materials regarding medical/professional services and procedures offered by occupants of various office suites, (iv) various spaces for commercial telecommunication purposes including "towers" or "antennas," (v) fixed and/or movable food and beverage kiosks/grills/carts located in various patio and pedestrian areas of the Condominium Property, and (vi) a portion of the lobby area for a real estate sales kiosk. The income derived from these licenses shall be deposited into the Association's bank account to be utilized by the Association for day to day maintenance and improvements to the Building or as otherwise determined by the Association.

Section 4

RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

Section 5

OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS

5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is as set forth in Exhibit "C" attached hereto.

5.2 Voting. Each Unit shall be entitled to cast the votes allocated to the Unit in accordance with the provisions of the Bylaws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association. The vote allocated to each Unit is determined by the percentage share of ownership in the Condominium for such Unit (as set forth in Exhibit "C" to the Declaration). The number of votes for each Unit shall be equal to the percentage interest in the Condominium for such Unit multiplied in each case by 10,000, thus the total number of votes eligible to be cast for all Units shall be 10,000 in the aggregate. If a Unit Owner owns more than one Unit, the Voting Member for such Units shall be entitled to cast the number of votes for each Unit owned.

5.3 With regard to votes allocated to the Condominium Property under the terms of the Declaration of Covenants, Easements and Restrictions, the Association shall control and cast all votes on behalf of the Unit Owners.

Section 6
AMENDMENTS

6.1 Amendment by Unit Owners. Except as otherwise provided in this Section 6 hereinbelow or elsewhere in this Declaration or the exhibits attached hereto, this Declaration (including the Condominium Plat) may be amended by the affirmative vote of the Owners of more than fifty percent (50%) of all the Condominium Parcels at an Association meeting duly called for such purpose pursuant to the By-Laws; provided, however, that (1) no amendment to this Declaration shall be made which affects any of the rights and privileges provided to Developer as defined herein without the written consent of Developer, and (2) no amendment may change the configuration or size of a Unit without the written consent of the affected Unit Owner(s). All amendments under this Section 6.1 shall be recorded and certified as required by the Act. Notwithstanding the foregoing, an amendment to this Declaration may be made without a meeting by the Unit Owners upon the written consent of 90% of the total number of Unit Owners who would have otherwise been entitled to vote at a duly-called meeting of the Association.

6.2 Amendment by Developer.

(a) Amendment to Condominium Plans and Declaration. Developer reserves the right to make whatever changes it may deem necessary in the Condominium Plat, and this Declaration, without the consent, approval, or joinder of any other party (including without limitation, any Unit Owner or lender), until such time as 51% of the Units have been sold. The amendment reflecting such changes need only be executed by Developer. Notwithstanding the foregoing, no such amendment by Developer shall (i) alter the specific prohibited uses set forth in Section 16.4, or (ii) change the configuration or size of any Unit in any material fashion, or (iii) materially alter or modify the appurtenances to any Unit, or (iv) change the proportion or percentage by which any Unit Owner shares the Common Expenses and owns the Common Surplus, unless such amendment is also approved by the owner of the Unit(s) altered by said amendment and all record owners of liens encumbering the Unit(s) altered by said amendment; except that changes to the proportion or percentage by which Unit Owners share the Common Expenses and own the Common Surplus shall not require the approval by the owners or lien holders of affected Units if such changes are due to alterations in the configuration or size or number of Unit(s) owned by Developer, including the division of single Units owned by Developer into multiple Units.

(b) Special Amendment. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration and any provision therein (i) to comply with requirements of the Small Business Administration, Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any

other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with Institutional First Mortgages covering Units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on such date when Developer has sold all Units and has transferred control of the Condominium to the Association.

(c) Amendment by Developer. This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by Developer for the purposes set forth and pursuant to Section 718.110(5), Florida Statutes, to correct scrivener's errors.

(d) Consent of Developer. This Section 6.2 may not be amended without the express written consent of Developer, or its successors or assigns, as long as it owns any Unit.

6.3 Execution and Recording. An amendment, other than amendments made by Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by Developer must be evidenced by a similar certificate executed by Developer alone. An amendment of this Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

6.4 Limitation. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Developer without the consent of Developer in each instance. The provisions of this paragraph may not be amended in any manner.

6.5 Procedure. No provision of this Declaration shall be revised or amended by reference to its title or section number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended, new words inserted in the text shall be underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ____ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

Section 7

MAINTENANCE AND REPAIRS

7.1 Maintenance and Repairs. Responsibility for the maintenance, repair and replacement of the Condominium Property is as follows:

(a) By the Association. The Association shall manage, maintain, repair and replace, as part of the Common Expenses, all of the Common Elements and Limited Common Elements (other than as set forth below) as defined herein, including, but not limited to, the following:

- (1) all drainage and stormwater management systems, private streets and adjacent drainage;
- (2) all portions of a Unit (except interior surfaces) contributing or constituting a support structure for other Units or the Building including, without limitation, exterior walls, party walls, the roof of the Building, floor and ceiling joists and all water and wastewater lines and piping serving the Units;
- (3) all landscaping, lawn and grass areas and sprinkler systems within the Condominium Property;
- (4) all parking areas of the Condominium Property; and
- (5) all portions of any landscaping pertaining to the Condominium Property.

Unit Owners shall immediately notify the Association of any needed repairs or replacement for which the Association is responsible hereunder.

(b) By the Unit Owner. The responsibility for maintenance, repair and replacement within the Units shall be borne by the Unit Owners. Each Unit Owner shall maintain, repair and replace everything within the confines of the Owner's Unit, which is not to be maintained by the Association, including, but not limited to:

- (1) all exterior doors, windows and screens of any permitted improvement, which surfaces shall be maintained in such manner as to preserve a uniform appearance from outside the Units;
- (2) exterior paint of all exterior door surfaces;
- (3) interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;
- (4) all built-in shelves, cabinets, counters, storage areas and closets;

(5) any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within the Unit or located outside the Unit and dedicated to the exclusive use of such Unit;

(6) all bathroom fixtures, equipment and devices;

(7) all electrical, plumbing, and telephone fixtures, equipment, outlets, switches, wires, pipes and conduits within a Unit serving only the respective Unit, and all electric lines between the Unit and its individual service panel or meter;

(8) all interior doors, non-load-bearing walls, partitions, and room dividers;

(9) all furniture, furnishings and personal property contained within the Unit;

(10) all other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder.

7.2 Contiguous Units. An Owner who purchases two (2) contiguous Units may, with the prior approval of and subject to restrictions imposed by, the Association, create one or more openings in the common wall which divides such Units in order to form one comprehensive area. Nevertheless, the creation of an opening or openings shall not constitute a change in the configuration or size of the Units, and such Owner shall continue to be the record owner of two (2) Units and shall be responsible for the payment of Common Expenses on both Units. There shall be no separate conveyance of one of the Units until both Units have been restored to their original condition prior to such combination.

Section 8

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION

Whenever, in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of \$25,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by the Owners of a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$25,000.00 or less in a calendar year may be made by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be as a "Capital Improvement Assessment" of the Unit Owners as provided in Section 13.2 hereof. For purposes of this Section 8, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the

above-stated purposes, regardless of whether the repayment of any part of that debt is due beyond that year.

Section 9

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNER

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, its Unit or any Limited Common Element without the prior written consent of the Board of Directors. The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement to a Unit or Limited Common Element thereof within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may require, in its sole discretion, a structural engineer, architect, or other professional to review the proposed alterations, with such review to be at the Unit Owner's sole expense. The Board may condition the approval in any manner, including, without limitation, the satisfaction of the requirements described in Section 9.3. The proposed additions, alterations and improvements by the Unit Owner shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. Once approved by the Board of Directors, such approval may not be revoked so long as the conditions imposed by the Association are satisfied. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Unit Owner, and its heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any costs, claims, damages, expenses, or liabilities to the Condominium, Association Property and/or other Units and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof, as may be required by the Association. The Association's rights to review and approve of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Unit Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Unit Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Unit Owner (including the successors and assigns) agrees to indemnify and hold the Association, the Developer and other Unit Owners harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

Notwithstanding anything herein contained to the contrary, the following alterations and/or improvements shall not require the approval of the Association: (i) replacement of any plate glass window with a window of the same material, color and size; and (ii) replacement of an exterior air handler/compressor serving one or more Units, which may be effected by the Unit Owner of any Unit directly served by the applicable air handler (and provided that the installation will not adversely affect any other Unit Owners), provided the replacement air handler/compressor is placed in the same location as the equipment being replaced.

9.2 Combining Units. A Unit Owner who owns two Units separated by a common party wall may, as its own expense, combine the two Units to form one office or business by removing all or a part of that wall, but only if it first obtains written approval of the alteration from the Board of Directors and all Institutional Mortgagees holding mortgages on either or both Units. Anything herein to the contrary notwithstanding, the Board of Directors' approval shall not be withheld unless the Unit Owner fails to demonstrate to the Board of Directors reasonable satisfaction (a) that the party selected to perform the work is capable of performing it satisfactorily, and (b) that the proposed alteration would not in any material way (i) interfere with any other Unit Owner's use and enjoyment of its Unit, (ii) impair the Building's structural soundness, (iii) impair utility services to any Unit or the Building, or (iv) violate any applicable law or ordinance. A Unit Owner who thus combines two Units may at any time restore the original party wall in its original location and shall be required to do so before conveying one of the Units without the other or before conveying the Units to different parties. If two Units are combined, the voting rights, percentage ownership of the Common Elements appurtenant to each Unit and other rights and obligations hereunder remain unchanged and each Unit shall remain as a separate legal Unit.

9.3 Restrictions on Contractors, Workers. The Board of Directors of the Association shall have the right to adopt restrictions and conditions relating the terms on which construction, repairs, maintenance and replacement within the Building can be performed, including without limitation, the review and approval of plans, design, structural integrity, aesthetic appeal, construction details, lien protection, Association oversight, contractor's access, deliveries and storage of materials and hours of construction and other matters relating to such work. The Association shall have the right to approve the contractor performing the work; to require that the work be performed only during certain specified hours or only on certain days so as to minimize the disruption and inconvenience to the other Unit Owners, and to require that the contractor fulfill such bonding and insurance requirements as the Board may reasonably require. Any contractor, worker or other person who does not comply with the Association's regulations and requirements regarding construction in and about the Building shall be denied access to the Building and shall not be permitted to perform further work at the Building. The Unit Owner shall further be responsible for any damage done to the Building by any contractor, worker or other person performing work in the Unit and such damage shall be the subject of a special assessment against the Unit Owner by the Association.

9.4 Improvement, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions in this Section 9 shall not apply to Developer-owned Units or work performed by the Developer on behalf of a Unit Owner. The Developer shall have the

additional right, without the consent or approval of the Board of Directors or other Unit Owners, to expand, alter or add to all or any part of the Common Elements. Any amendment to the Declaration required by a change made by the Developer pursuant to this Section 9.4 shall be effected by the Developer alone pursuant to Section 6.2 without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Section 6.2 above. Without limiting the generality of Section 6.2 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

9.5 Development Review Board. In addition to the restrictions with respect to any addition, alteration or improvement set forth herein, all such additions, alterations and/or improvements are subject to the terms and conditions of the Declaration of Easements, Covenants and Restrictions, specifically including, without limitation, the approval rights of the Development Review Board.

Section 10

PROVISIONS PERTAINING TO THE DEVELOPER

10.1 Construction, Development, Sales. In addition to all other rights granted or reserved to the Developer in this Declaration, the Articles of Incorporation and the Bylaws of the Association, the Developer shall have the right to conduct on the Condominium Property all operations necessary, in its sole discretion, to complete the construction and development of the Condominium and to market, sell and lease the Units and other improvements within the Condominium. Irrespective of any restriction or regulation, the Developer or its agents may enter upon the Condominium Property and operate thereon such vehicles and equipment as shall be necessary in the sole discretion of the Developer or its agents for such purposes. The Developer shall have the right to use any Unit or other portion of the Condominium Property as a model Unit and/or sales office in connection with the Developer's program to sell or lease Units and shall have the right to place upon the Common Elements signs designating the Developer's model Units and/or sales office and advertising Units owned by the Developer for sale or lease. Such signs may be placed in such locations and shall be of such size and character as the Developer may determine.

10.2 Representation on the Board of Directors; Voting by Developer. The Developer shall have the right to select and designate members of the Board of Directors of the Association, and to remove and replace any person or persons selected by the Association as a member of the Board of Directors, as provided in the Articles of Incorporation and Bylaws. No representative of the Developer serving on the Board of Directors of the Association shall be required to disqualify her or himself from voting on any contract or other matter between the Developer and the Association, notwithstanding any pecuniary or other interest of the Developer. The Developer shall not be disqualified from voting on any matter which may come before the membership of the Association with respect to any contract or other matter between the Developer and the Association, notwithstanding any pecuniary or other interest of the Developer.

10.3 Dissolution or Merger of Developer. In the event of the dissolution of the Developer or its merger or consolidation into any other entity which survives the Developer, all rights of the

Developer under this Declaration or any other Condominium Document shall pass to any may be exercised by its successor or survivor.

10.4 Assignability of the Developer's Status. The status, position and rights of the Developer under this Declaration, the Articles of Incorporation and the Bylaws of the Association are freely assignable, in whole or in part, and any party to whom assigned shall be entitled to exercise all of the rights so assigned. The Developer shall have the right to appoint and designate a successor who shall succeed to the status, position and all of the rights and privileges of the Developer under this Declaration by a written instrument identifying and designating such successor executed in recordable form and, upon the recording of such instrument in the Public Records of the County, the party named as successor shall succeed to all of the rights, privileges exemptions and immunities of the Developer under this Declaration.

10.5 Changes in Developer-Owned Units and Common Elements by Developer. Without limiting the generality of the provisions of Section 9.4 above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer and any Limited Common Elements appurtenant thereto, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size of Developer-owned Units by combining separate Developer-owned Units into a single space (although being kept as two separate legal Units), or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may expand, add to, relocate or alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer alone pursuant to this Section 10, shall be effected by the Developer alone pursuant to Section 6.2, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Section 6.1 above. Without limiting the generality of Section 6.1 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

Section 11
OPERATION OF THE CONDOMINIUM
BY THE ASSOCIATION; POWERS AND DUTIES