material amendment to the Declaration, By-Laws or Articles of Incorporation of the Association;

- (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 consent of a specified number of Institutional First Mortgagees.
- 20.3 Priority to Insurance Proceeds and Condemnation Awards. No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit 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 Unit 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 shall be entitled, upon specific written request, to timely written notice of any such loss.
- 20.4 <u>Notice of Damage</u>. Upon specific written request to the Association, each Institutional First Mortgagec of a Unit or holder, insurer or guarantor of a mortgage on a Unit shall 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 shall 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 a Unit 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 Unit 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 shall be deemed to have approved such request.
- 20.7 Mortgagee Consents. As required by Section 718.110, Florida Statutes, any mortgagee consent required under this Section 20 shall not be unreasonably withheld and shall otherwise be deemed to apply to the extent applicable.
- 20.8 Reserve Fund. There shall be included in each annual Assessment levied by the Association (but not as a Special Assessment) an amount sufficient to establish an adequate reserve fund for replacements and contingencies.

Section 21 COVENANT RUNNING WITH THE LAND

All provisions of this Declaration, the Articles, Bylaws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent Owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any right in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein. Invalidation of any part of this Declaration, any provision contained in any plat of the Condominium Property or in a conveyance of a Unit in the Condominium by judgment, court order, or law shall not affect any of the other provisions which shall remain in full force and effect.

Section 22 DISCLAIMER OF WARRANTIES

DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Section 23 MEDIATION AND ARBITRATION

All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be resolved through such alternative resolution procedures instead of civil litigation.

Section 24
ADDITIONAL PROVISIONS

24.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which Developer initially identifies for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association.

All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or three (3) business days after proper mailing, whichever shall first occur.

24.2 Reserved Rights of Developer.

- (a) In addition to all other reserved rights of Developer expressed herein, Developer and its successors and assigns 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 shall be paramount to the rights of the Association, the Unit Owners and any holders of liens or mortgages on any part of the Condominium Property. Developer and its successors and assigns may execute such instruments as may be necessary to effect such dedication without the joinder and consent of the Association, the Unit Owners or any holders of liens or mortgages on any part of the Condominium Property. Such dedication 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) Developer hereby reserves the right during the development and sale period, the exclusive ability to elect, remove and replace the officers and directors of the Association as is provided in the Articles of Incorporation and the By-Laws of the Association.
- (c) Notwithstanding any provision herein to the contrary, Developer shall 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, but not limited to, 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 shall 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 Unit Owner or Unit Owner's guests, invitees or agents shall 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.

- (d) Developer hereby reserves the right, at any time in which Developer shall own any Unit in the Condominium, 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 shall not be applicable to Developer.
- (e) This Section 24.2 may not be amended without the express written consent of Developer or its successors or assigns.
- 24.3 <u>Architectural Review</u>. Inasmuch as individual Unit Owners may construct additional permitted improvements within their Units, it is necessary for the protection of the Unit Owners to establish a method and procedure to assure that the architectural and conceptual character of the Condominium shall be continued. Architectural review shall be applicable as specified in this Section 24.3, and where otherwise provided in this Declaration. The following provisions shall govern the architectural review process:
- (a) The Board of Directors may, from time to time, adopt and promulgate architectural standards for the Condominium. The architectural standards may not be contrary to the provisions of this Declaration or the By-Laws and shall be consistent with the original architectural, structural, aesthetic and environmental concept and the original development of the Condominium. All architectural standards shall be adopted and applied on a uniform basis, and may be revised or expanded from time to time to take cognizance of new materials, construction techniques, rules and regulations or governmental authorities and the laws of Florida.
- (b) Architectural review shall be required whenever any alteration or improvement to a Unit is proposed by a Unit Owner for which architectural review is required under this Declaration.
- (c) When the Board of Directors has established architectural standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvement, the Unit Owner may comply with such standards without further approval. In all other situations, the Unit Owner shall submit to the Board of Directors a written application setting forth plans, colors, materials and other specifications for the activity for which architectural review is required. The Board of Directors may request additional and supplementary information. The Board of Directors shall, within thirty (30) days after receipt of such application and additional information,

either approve or disapprove, or approve in part and disapprove in part, the application. The Board of Directors shall specify its reasons for disapproval and annotate its decision by reference to architectural standards, where applicable. No work shall proceed except in compliance with this Declaration and architectural approval, where required.

- (d) The Board may establish reasonable fees for architectural review. In no event shall the maximum fee for any form of review exceed the higher of the sum of Fifty Dollars (\$50.00) or such other amount as may be allowed by the Act.
 - (e) The Association shall maintain records of all architectural review proceedings.
- (f) The original development and construction by Developer of the improvements comprising the Condominium, including but not limited to permitted improvements, shall not be subject to the provisions of this Section 24.3.
- 24.4 Contracts Assignable by Developer. Upon closing of title to the first Unit in the Condominium, Developer shall have the right (but not the obligation) to assign to the Association all of Developer's right, title, interest and obligations in, to and regarding any and all contracts relating to the providing of utilities, insurance and other services to the Condominium Property, and from and after such assignment, all benefits and burdens thereunder shall accrue and apply to the Association. Developer shall be entitled to be reimbursed for all prepaid premiums, renals and other considerations paid by Developer to insurers, contractors and utility companies regarding the Condominium Property, effective as of the date of any such assignment to the Association, provided that at least 50% of the Units are not owned by Developer.
- 24.5 <u>Interpretation</u>. The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 24.6 <u>Binding Effect of Section 718.303(1)</u>, Florida Statutes. The provisions of Section 718.303(1), Florida Statutes, shall be in full force and effect and are incorporated herein. Any management firm, in the event a management agreement shall be in effect, shall assist the Association in the prosecution of any action pursuant to the statute aforedescribed.
- 24.7 Right of Developer to Add to and Expand Common Elements. If Developer elects to add to or expand any portion of the Common Elements of the Condominium, Developer shall pay all the expenses relating to the construction or the providing of such addition or expansion and shall record an amendment to this Declaration describing such property. The amendment shall be executed with the formalities of a deed and recorded in the public records of the County. No approval or action of the Association, Unit Owners or mortgagees shall 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 shall be a Common

Expense.

- 24.8 Right of Developer to Convcy Property to the Association. Developer hereby reserves the right to convcy to the Association any real property which is contiguous to the Condominium Property free and clear of liens and encumbrances, including, but not limited to, 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 shall be Common Expenses. The Association shall be required to accept any such conveyance from Developer.
- 24.9 Exhibits. There are hereby incorporated into this Declaration all materials contained in the exhibits annexed hereto, except that as to such exhibits, any conflicting provisions set forth specifically therein as to their amendment, modification or enforcement shall control over the provisions hereof.
- 24.10 <u>Signature of President and Secretary</u>. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and, wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two (2) separate capacities.
- 24.11 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 24.12 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 24.13 Waiver. No provisions contained in this Declaration shall 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.
- 24.14 <u>Ratification</u>. Each Unit 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 his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and any applicable rules and regulations, are fair and reasonable in all material respects.
- 24.15 Gender; Plurality. For convenience and ease of reference, the third person singular impersonal form of pronoun "it" has been used herein without regard to the proper grammatical

person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context.

24.16 <u>Captions</u>. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for case of reference and in no way define or limit the scope of the particular document or any provision thereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Developer has its name by its authorized representative this	caused this Declaration to be duly executed in 31 day of Acor 357, 2007
Witness:	Longwood Office Park LLC
Print Name: Al JEFFZY STEIN	By: Reit-Americas, Ltd. Co. Managing Member
Print Name: Babarah J. 2014i	Maurice Hoo, as Trustee of the Hoo Family Trust, Managing Member
STATE OF FLORIDA COUNTY OF SEMINOLE The foregoing instrument was acknowledged before Hoo, as Trustee of the Hoo Family Trust, Managin Member of Longwood Office Park, LLC, who is performed to the Hoo Family Trust, who is performed to the Hoo Family Trust, and the Hoo Family Trust.	
of identification produced 5.02.0A 17	ZIUEIZS LICENSE.
	My commission expires: November 13,
Notary Public State of Florida William Jeffry Stein, Esq. (Seal)	2009
JEFFRY SX	

JOINDER, CONSENT AND SUBORDINATION OF MORTGAGEE

THIS JOINDER, CONSENT AND SUBORDINATION (this "Consent") made and entered into this 27 day of November, 2007, by FAIRWINDS CREDIT UNION ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain Mortgage, dated August 31, 2007 and recorded in Official Records Book 6811, Page 1014, of the Public Records of Seminole County, Florida ("Mortgage");

WHEREAS, the Mortgage encumbers the land and the Improvements located thereon, as described in the Declaration of Condominium of Longwood Office Park, a Condominium, and all amendments thereto (the "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 terms, conditions and recordation of the Declaration and agrees that the Mortgage is subordinate to the Declaration.
- 2. This Consent shall apply and be effective solely to the matters described in the Declaration and nothing in this Declaration contained shall otherwise affect, after or modify in any manner whatsoever the terms and conditions, lien, operation, effect and priority of the 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.

MORTGAGEE:

FAIRWINDS CREDIT UNION

CELAIG

Print Name

Book6942/Page1468

CFN#2008025567

STATE OF FLORIDA)
SS.
COUNTY OF SONNAK

BEFORE ME, a Notary Public, of the state and county mentioned, personally appeared month most 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 commercial town of FAIRWINDS CREDIT UNION, and that such president or officer as such, executed the foregoing instrument for the therein contained, by personally signing the name of the corporation as Commentation.

WITNESS my hand and seal, at office this 21 th day of November, 2007.

(NOTARY SEAL)

Notary Diblic State of Florida Decument Zottl Wy Commission DD568825 Expires UB/27/2010

(Notary Name Printed) NOTARY PUBLIC Commission No.____

Deborah T.

AND CONSENT OF ASSOCIATION

LONGWOOD OFFICE PARK OWNERS ASSOCIATION, INC., a Florida non-profit corporation, hereby joins in and consents to the foregoing Declaration of Condominium and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the undersigned has caused this joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 31 day of AUGIUDI, 2007.

Witness:

Print Name:

Longwood Office Park Owners Association, Inc.

Maurice Hoo, President

STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before this me this 31 day of August, 2007 by Maurice Hoo, as President of the Longwood Office Park Owners Association, Inc., who is personally identification produced: known to me/produced identification. Type

Notary Vibric State of William Jeffry Stein Esq.

(Scal)

My commission expires: November 13



SCHEDULE OF EXHIBITS TO DECLARATION OF CONDOMINIUM FOR LONGWOOD OFFICE PARK, A CONDOMINIUM

Exhibit "A" Legal Description of the Land

Exhibit "B" Survey of the Land, a graphic description of the Improvements located thereon, including the Buildings in which the Units are located, and a plot plan thereof.

Exhibit "C" Percentage Interest in the Common Elements and Common Surplus, and the Percentage Share of the Common Expenses for each Unit.

Exhibit "D" Articles of Incorporation for Longwood Office Park Owners Association, Inc., a not for profit Florida corporation.

Exhibit "E" Bylaws for Longwood Office Park Owners Association, Inc., a not for profit Florida corporation.

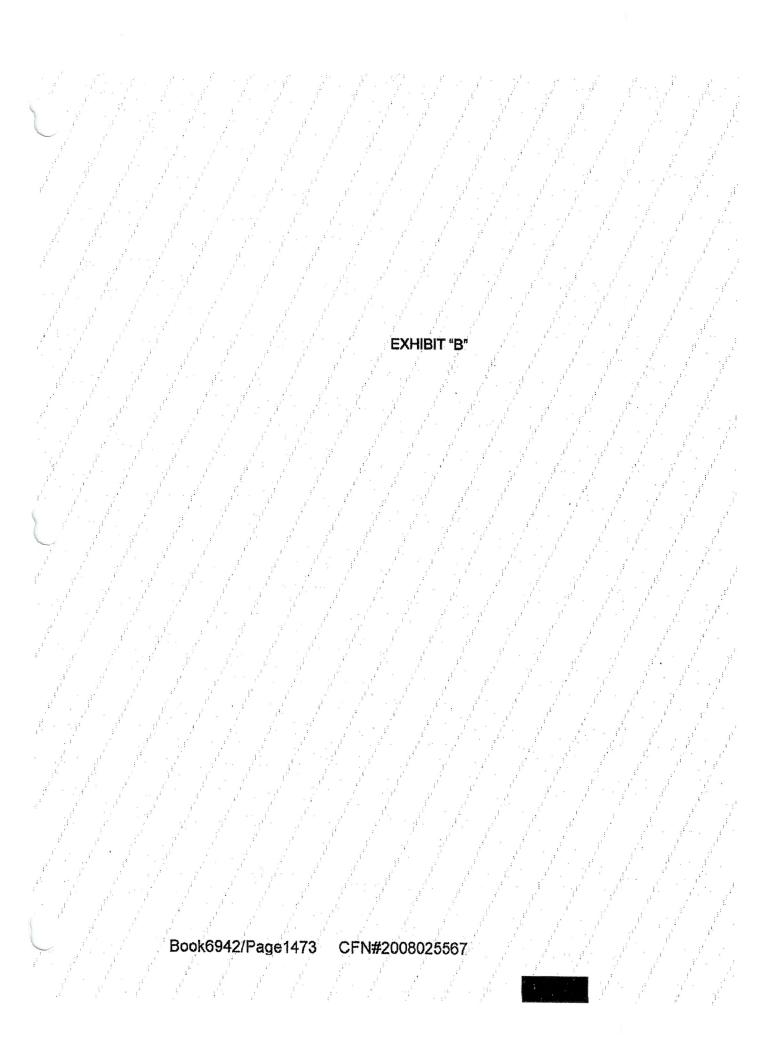
EXHIBIT 'A' LEGAL DESCRIPTION

That part of the PLAN OF WILDMERE, according to the Plat thereof as recorded in Plat Book 1, Page 111, Public Records of Seminole County, Florida, described as follows:

Beginning at the Northeast corner of Lot 8, of WETHERINGTON HEIGHTS ADD. TO LONGWOOD, FLORIDA, according to the Map or Plat thereof, recorded in Plat Book 12, Page 74, to the Public Records of Seminole County, Florida, run South 00 degrees 37 minutes 10 seconds West along the East line of said WHTHERINGTON HEIGHTS ADD. TO LONGWOOD, FLORIDA, 243.38 feet to the North line of Pine Street; thence run South 88 degrees 35 minutes 25 seconds East, 75.00 feet; thence run South 00 degrees 37 minutes 10 seconds West, 86.00 feet; thence run South 88 degrees 35 minutes 25 seconds East parallel with the South line of Section 32, Township 20 South, Range 30 Rast, a distance of 150.00 feet; thence run South 00 degrees 37 minutes 10 seconds West, 170.83 feet to the Northerly right of way line of S.R. 434; thence run along said right of way line North 79 degrees 58 minutes 15 seconds East. 93.89 feet; thence along a curve concave Southerly having a radius of 1949.86 feet, a central angle of 05 degrees 46 minutes 04 seconds, an arc distance of 196.99 feet to the Southwest corner of D.O.T. water retention area; thence run North 00 degrees 09 minutes 03 seconds East along the West line of said retention area; 305.78 feet; thence run South 89 degrees 50 minutes 57 seconds East along the North line of said retention area, 200.00 feet to the Northeast corner of said retention area; thence run South 00 degrees 09 minutes 03 seconds West, 150.00 feet: thence run South 89 degrees 15 minutes 05 seconds East, 80.00 fect; thence run North 00 degrees 09 minutes 03 seconds East, 170.00 feet; thence run North 89 degrees 15 minutes 05 seconds West, 80.00 feet; thence run North 00 degrees 09 minutes 03 seconds East, 130.46 feet to the North line of Block 8 of PLAN OF WILDMERE, according to the Map or Plat thereof recorded in Plat Book 1, Page 111, of the Public Records of Seminole County, Florida; thence run North 89 degrees 15 minutes 05 seconds West along the South right of way line of Bay Avenue, 149.92 feet; thence run South 00 degrees 44 minutes 55 seconds West, 10.00 feet; thence run North 89 degrees 15 minutes 05 seconds West, 26.00 feet; thence run North 00 degrees 44 minutes 55 seconds East, 10.00 feet; thence run North 89 degrees 15 minutes 05 seconds West, 532 00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Commencing at the Northeast corner of Lot 8 of WETHERINGTON HEIGHTS ADD. TO LONGWOOD, FLORIDA, according to the Map of Plat thereof, as recorded in Plat Book 12, Page 74, of the Public Records of Seminole County, Florida, run South 00 degrees 37 minutes 10 seconds West along the Bast line of said WETHERINGTON HEIGHTS ADD. TO LONGWOOD, FLORIDA, 166.58 feet; thence run South 89 degrees 22 minutes 50 seconds East, 20.84 feet for a POINT OF BEGINNING; thence continue South 89 degrees 22 minutes 50 seconds East, 83.33 feet; thence run South 00 degrees 37 minutes 10 seconds West, 60.00 feet; thence run North 89 degrees 22 minutes 50 seconds West, 83.33 feet; thence run North 00 degrees 37 minutes 10 seconds East, 60.00 feet to the POINT OF BEGINNING.



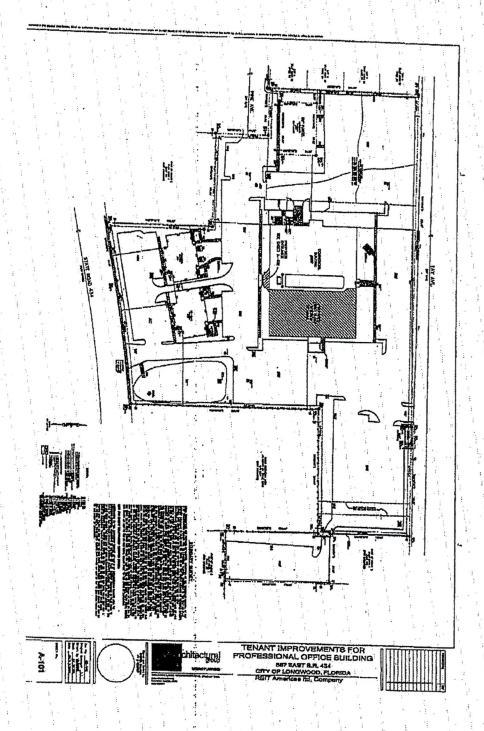


EXHIBIT B - PAGE 1

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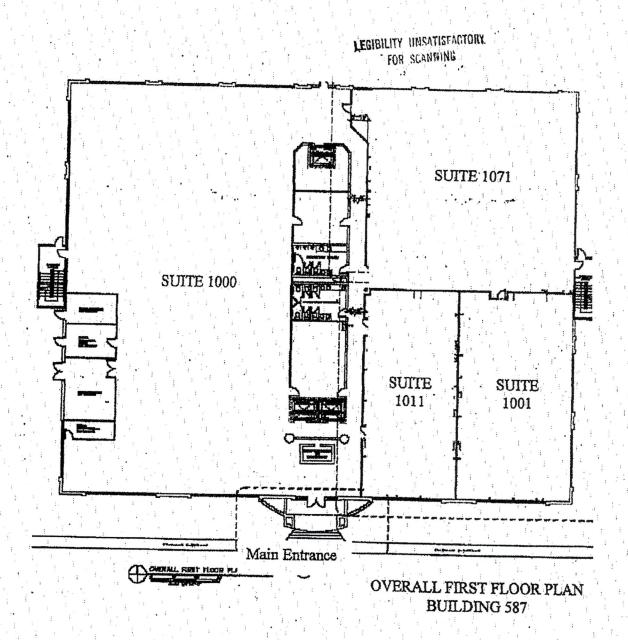


EXHIBIT B - PAGE 2

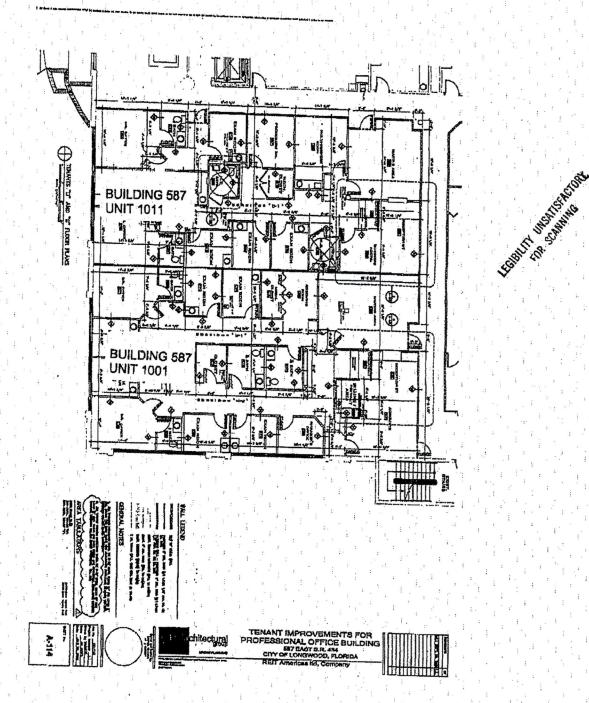


EXHIBIT B - PAGE 3

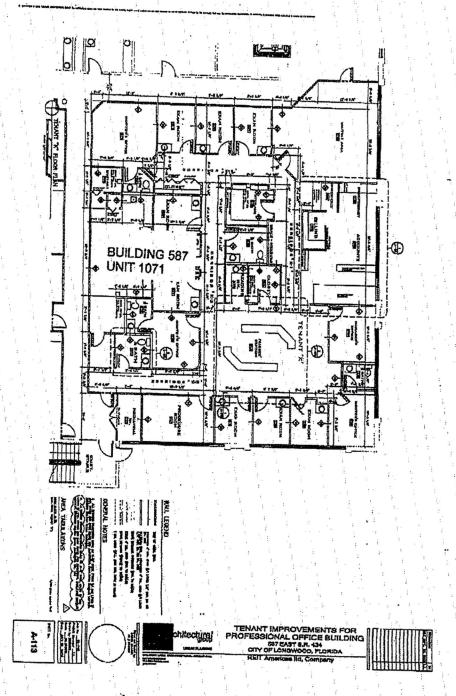


EXHIBIT B - PAGE 4