

**VILLA DEL SOL AT MEADOW WOODS
CONDOMINIUM ASSOCIATION, INC. NO. 4**

DECLARATION OF CONDOMINIUM



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ORANGE COUNTY, FL
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Declaration of Condominium for
 Villa del Sol at Meadow Woods Condominium No. 4

MADE this 18 day of November, 2002, by Villa del Sol Developers, Inc., a Florida Corporation, hereinafter called the "Developer", the owner in fee simple title to the land described herein and by which the Developer makes the following declaration:

I. Submission to condominium ownership.

Developer hereby submits to the condominium form of ownership and use of the land described in Article III hereof, the improvements now and thereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property") pursuant to Chapter 718 of the Florida Statutes as amended to the date hereof (the "Condominium Act"). Except as terms are expressly defined herein, the terms used herein shall have the meaning given them in the Condominium Act.

II. Name and address.

The name by which this Condominium is to be identified by is Villa del Sol at Meadow Woods Condominium No. 4, sometimes herein called the "Condominium". This Condominium is located in Orange County, Florida, at 443 Rhode Island Woods Circle Orlando, Florida 32824.

III. The land.

The land submitted to the condominium (the "Land") is situated in Orange County, Florida and it is described in Exhibit "1" annexed hereto as a part hereof.

IV. Description of condominium property.

The description of the improvements comprising part of the Condominium Property consists of one building of 2 stories containing twelve (12) units, each of one story. The building is described in the Exhibit "2" to the Declaration of Condominium as Building "7". The building In addition to the residential building, the Condominium Property also includes improvements other than the building such as parking area, walks, landscaping and all other underground structures and improvements which are not a part of or located within the residential building such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

The identification of the residential units shall be identified by letter name or number, or combination thereof, so that no unit bears the same designation as any other unit. Exhibit 1 and 2 of this Declaration of Condominium contains a survey of the Land showing the location of the building, a graphic description of the building contents, the units and the elevations of the buildings, the common elements and the limited common elements in sufficient detail to reflect their respective locations and dimensions prepared and certified by a registered land surveyor in the manner required by the Condominium Act.

V. Definitions of Units, Common Elements, Limited Common Elements, Board and Division.

A. **Units:** The term "Units" as used herein, shall mean a part of the Condominium property subject to the exclusive ownership. The units are further described as twelve (12) separate dwellings in the Condominium which are located and individually described in Exhibit "2". Each unit shall include the enclosed apartment living areas depicted on Exhibit "2". The horizontal boundaries thereof shall be the vertical plane, or planes, formed by the unfinished or undecorated perimeter interior wall surfaces thereof. The lower vertical boundary shall be the horizontal plane formed by the undecorated or unfinished interior floor surface of the unit and the upper vertical boundary shall be the horizontal plane formed by the undecorated or unfinished interior ceiling surface of the unit. Provided however, all heating, cooling, plumbing apparatus, utility installations and bearing columns or supports within a unit which service more than one unit shall be part of the common elements. Doors, glass, balconies, the air-conditioning compressor, screen and material covering openings in vertical exterior walls shall be part of the unit.

B. **Common Elements:** The term "Common Elements" as used herein, shall mean the portions of the condominium property not included in the units and shall include without limitations: (1) Easements through units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to units and Common Elements; (2) Easements of support in every portion of a Unit which contributes to the support of other units and/or common elements; (3) Installations for the furnishing of utility services to more than one unit or to the common elements or to a Unit other than the unit containing the installation; (4) The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements; and (5) Fixtures owned or held for the common use, benefit and enjoyment of all owners of units in this Condominium.

C. **Limited Common Elements:** The term "Limited Common Elements" as used herein, shall mean those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, consisting of terraces and the yard abutting each first floor unit and balconies abutting each second floor unit as depicted in the Floor Plans, Elevations and Survey of this Condominium included in Exhibit "1 and 2" to Declaration and air-conditioning and heating systems servicing a Unit and stairways serving the second floor units. Since there are no parking spaces which will be owned by a Unit Owner, as each condominium unit is purchased, the Association shall assign in writing to said unit one parking space. Each Parking space shall be a Limited Common Element only upon it being assigned as such to a particular Unit. Developer hereby reserves the right to assign, with or without consideration, the exclusive right to use any parking space located within the Common Elements of the Condominium to one or more Units, whereupon the space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Such assignment shall not be recorded in the Public Records of the County, but rather shall be made by way of instrument placed in the official records of the Association. A Unit Owner may assign the Limited Common Elements parking space appurtenant to his Unit to another Unit by written instrument delivered to (and to be held by) the Association; provided, however that no Unit may be left without one Limited Common Element parking space. All "unassigned parking spaces" are hereby deemed to be parking spaces for the purpose of residents, guests, employees, servants and visitors parking.

"Board of Administration or "Board" means the board of directors which is responsible for administration of the association.

"Division" means the Division of Florida Land Sales Condominium and Mobile Homes of the Department of Business and Professional Regulation.

VI. Appurtenances to Units.

There shall be appurtenant and pass with title to each condominium unit the right, shares and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

A. An undivided share in the Common Elements and in the Common Surplus based on an

equal fractional basis. The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each unit is that proportion of the totals set forth and made a part hereof as Exhibit "3"; and;

B. The exclusive right to use such portions of the common elements and limited common elements designated and/or reserved herein and/or granted elsewhere or assigned by the Association including the right to transfer such right to other units or unit owners; and,

C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown in Exhibit "2" hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space permanently vacated from time to time; and

D. Irrevocable, perpetual, non-exclusive easements, to be used and enjoyed in common with the owners of all units in the Condominium for use of those Common Elements not designated elsewhere herein, including without limitation, easements for:

1. The furnishing and maintenance of public utility services to all parties of the real property of the condominium over, across, upon, in and through the land, buildings and other improvements, as the fixtures and equipment therefore now exists and/or may be modified or relocated; and

2. Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds and other portions, of any of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic throughout the Condominium; and

3. Recreational purposes, pedestrian access, over, across, upon, in and through to drives, entries, gates, walks, grounds and other portions, of the Villa del Sol at Meadow Woods Condominium No. 4.; and

4. Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds and other portions in the paved surfaces, green and open areas in the properties known as Villa del Sol at Meadow Woods Condominium No. 4.

E. An exclusive easement for the unintentional and non-negligent encroachment by any unit upon any other unit or Common Elements or vice-versa for any reason not caused by or resulting from the willful or negligent act of Developer or any owner or owners including without limitation, encroachments, caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachments as easements appurtenant to the encroaching unit or other improvement, to the extent of such encroachment; and

F. An exclusive easement for the use of the area of land and air space occupied by air-conditioning compressors, and the equipment and fixtures, appurtenant thereto, situated in and/or common elements of the condominium but exclusively servicing and individually owned by the owner of a unit, as the same exist in and on each building and/or unit, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressors, and the equipment and the fixtures appurtenant thereto; provided, however that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies; and

G. Membership in the Association designated in the Declaration with the full voting rights appertaining thereto.

VII. Common Expenses and Common Surplus.

The term "Common Expenses" as used herein shall mean all the expenses properly incurred by the

association in the performances of its duties, including expenses specified in F.S. 718.115. The term "Common Surplus" as used herein shall mean an amount of all the receipts and/or the revenues including assessments, rents or profits collected by a condominium association which exceeds the common expenses. All of the owners of units shall share the portions of percentage set forth in the schedule annexed hereto and made a part hereof as Exhibit "3" which is based upon an equal fractional basis.

VIII. Voting rights of Unit Owners.

The owner or owners of each unit shall become a member or members of the Association automatically upon and simultaneously with delivery of legal title. There shall be appurtenant and pass with title, to each unit owner one (1) vote as member of the Association, which may be exercised by the owner or owners or the duly constitute proxy of the owner or owners, from time to time, of each unit at all meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualifications for member and manner of admission to membership in the Association, the determination of such membership and voting by member shall be as provided for in the Articles of Incorporation and Bylaws of the Association.

IX. The Name of the Association.

The entity responsible for the operation of the condominium shall be, Villa del Sol at Meadow Woods Condominium No. 4, Association, Inc., a Florida Corporation not for profit ("The Association"), a copy of the certificate of incorporation is annexed hereto and made part hereof as Exhibit "4".

X. Bylaws of the Association.

A copy of the Bylaws of the Association is annexed hereto and made a part hereof as Exhibit "5". The operation of the association is explained in the Bylaws. The membership requirement of the Board of Administration is described in detail in section III of the Bylaws. The Board of Administration shall be comprised of three persons appointed by the Developer until such time as the Developer transfers control to the Association pursuant to Florida Statute 718.301. After such events occurs, the Board of Administration shall be comprised of five persons.

XI. Amendment of Declaration.

Except for amendments which Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

A. Notice: Notice of the of any proposed amendment to this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and the words to be deleted shall be lined through with hyphens.

B. Proposal: Amendments to this Declaration may be proposed by the Board of Administration of the Association by resolution adopted by a majority vote of the members present at any regular or special meeting of the Board at which a quorum is present, or in the alternative, by a written instrument signed by a majority of the Board, or by owners of a majority of the units, whether by vote of such owners as members of the Association at a special or regular meeting of the member or by written instrument signed by them.

C. Adoption: Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association or in the absence of the President, to a Vice-President or other acting chief executive officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, however, that a proposed amendment may be considered and voted upon at any annual meeting of the member of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members

shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the Bylaws of the Association. Notwithstanding the foregoing provisions, for adoption of amendments to this Declaration or any other provisions for amendments in the Condominium Act, no amendment may:

1. Change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportions or percentages by which the unit owners share the common expenses of the condominium and owns the common surplus of the condominium, unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units approve the amendment;

2. Adversely affect the rights or interest of the mortgagees or as otherwise required by the Federal National Mortgage Association, FHA appendix 4265.1 or the Federal Home Loan Mortgage Corporation. Consent by the mortgagee shall not be unreasonably be withheld.

D. **Effective Date and Recording Evidence of Amendment:** An amendment to the declaration shall become effective when properly recorded in the public records of Orange County, Florida. An amendment, other than an amendment made by a developer pursuant to Florida Statute 718.110 shall also be evidenced by a certificate of the association which shall include the recording date identifying the declaration and shall be executed in the form required by the execution of a deed.

XII. Maintenance, Repairs and Replacements

Responsibility for maintenance, repairs and replacements of condominium property and property of unit owners located or situated within the condominium shall be as follows:

A. **Units:** Each unit, and the fixtures, equipment, such as air conditioning equipment, plumbing, heating and electrical wiring and appliances comprising a part thereof, located therein or inside the unit shall be maintained, kept in good repair and replaced by and at the expense of the owner thereof. Exterior doors, gates, fences, balconies, windows and air conditioner compressors shall be maintained and replaced at the expense of the unit owner whose unit is serviced by such items. All maintenance, repairs and/or replacement for which unit owners are responsible and obligated to perform, which, if not performed or omitted would affect other units or common elements, shall be performed promptly as the need arises. Notwithstanding the obligation of the unit owner for maintenance, repair and replacement, the proceeds of all insurance awards or payments under insurance carried by the Association for loss of or damage to or within units shall be applied against repairs and replacement to the extent that such awards or payments exceed the deductible provisions of such insurance.

B. **Common Elements:** The Association shall be responsible for, and shall assess against and collect from the owners of all units in the Condominium, as common expense, the cost of maintaining, repairing and replacing and keeping in clean and orderly condition, all of the common elements. The Association shall, at the expense of the owners of all units in the Condominium, repair all incidental damage to units resulting from maintenance, repair and/or replacement of or to common elements.

C. **Limited Common Elements:** Any expense for the maintenance, repair or replacement relating to Limited Common Elements shall be treated as and paid for as part of the Common Expenses of the Association (excluding approved Unit Owner improvements to the Limited Common Elements), unless otherwise specifically provided in this Declaration and Exhibits attached hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse by a Unit Owner, his family, guests, servants and invitees, he shall be responsible therefor, and Association shall have the right to levy a charge against the Owner of said Unit. Unit Owner shall have the right to the exclusive use of his Limited Common Elements, including balcony, and terrace, and shall be responsible for the care preservation (excluding painting) of the exterior parapet walls, including floor and ceiling within any exterior balcony, or

terrace and the fixed and/or sliding glass door(s) in the entranceway to said terrace or balcony, and the replacement of light bulbs on said terrace, or balcony, the wiring, electrical outlets and fixtures thereon, it any and plumbing fixtures, if any. Notwithstanding, the Association shall be responsible for the painting of the exterior parapet wall and ceiling within said exterior balcony, or terrace. A Unit Owner may not screen or enclose his balcony, or terrace except with the prior written approval of the Board of Administration of the Association. In addition, a Unit Owner may not install any exterior lighting to the walls or ceilings of his balcony and/or terrace.

The air-conditioning and heating systems servicing a unit located outside of the unit are Limited Common Elements. Accordingly, Unit Owner shall maintain, repair and replace, at his own expense, any portions of such system in need including, but not limited to, filters, the compressor, condenser, motor, fan and related parts. Notwithstanding the foregoing, Unit Owners shall not be responsible for such conduits and ducts.

XIII. Insurance.

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

A. Duty and Authority to Obtain: The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the unit owners and their mortgagees, provided that a certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each unit.

B. Required Coverage: The Association shall purchase and carry insurance coverage as follows:

1. Casualty Insurance: Casualty insurance covering all of the buildings and other improvements of the condominium including without limitation units and common elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Administration of the Association; such insurance to afford protection against:

a. Loss of damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and

b. Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar in construction, location and use to the buildings and other improvements of the condominium including without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available; and

c. Public liability insurance, in such amounts with such coverage and in such forms as shall be required by the Board of Administration of the Association to protect the Association and the owners or all units, including without limitation, hired automobiles, non-owned automobiles, comprehensive automobile, off-premises employee coverage, host liquor liability, employer liability, contractual and all written contract liability, water damage and legal liability, with cross-liability endorsements to cover liability of all unit owners as a group to each unit owner, bodily injury, including death of persons and/ or property damage arising out of a single occurrence, such coverage shall be for at least \$1,000,000.00; and

d. Workmen's compensation and employer's liability insurance to meet the requirements of the law; and

e. Flood insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on units; and

f. Errors and omissions in favor of all officers and members of the Board of Administration; and

g. Fidelity Bonds - The association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but are not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the association. The association shall bear the cost of bonding; and

h. Notice - The insurance policy above described shall include at least 10 days' prior written cancellation and/or modification notice to the owners association and to each holder of a first mortgage on any unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy.

C. Optional Coverage: The Association may purchase and carry any such other insurance coverage other than title insurance as the Board of Administration in its sole discretion may determine from time to time to be in the best interest of the Association and the unit owners or as institutional lenders may reasonably require while it holds a mortgage encumbering any unit.

D. Premiums: Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out the provision of this Article, shall be assessed against and collected from unit owners as common expenses.

E. Assured: All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of units and their mortgagees as their interest may appear, and shall be provided that all proceeds covering casualty, losses shall be paid to the Insurance Trustee as herein identified, or their successors and the proceeds from insurance against any casualty loss shall be held for the use of the Association, the unit owners and their respective mortgagees, as their interest may appear to be applied or distributed in the manner herein provided. The Association is hereby appointed agents for all unit owners with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the association is granted full right and authority to execute in favor of any insurer, a release of liability arising out of any occurrence coverage by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

F. Insurer: All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer and the amount of insurance coverage carried and kept in force by the Association.

G. Insurance Trustee: The Association shall have the right, prior to or upon the occurrence of any event causing or resulting in the need for the same to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee.

1. Qualifications, Rights and Duties: The Insurance Trustee shall be a bank with trust powers doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy of policies of casualty insurance, the sufficiency of coverage, the form or content of policies nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated and for the benefit of the

Association, unit owners and their respective mortgagees to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses and the Insurance Trustee may incur in the performance of its duties hereunder. Such fees and costs to be assessed against and collected from unit owners as a common expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence and then only for such money as may come into possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to unit owners and their mortgagees, as their respective interest may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association executed under oath and provided to the Insurance Trustee upon request to the Association. Such certificate to certify the name or names of the owners of each unit, the mortgagees thereof, and the respective percentages of any distribution which is to be made to such owners and mortgagees as their respective interest may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holders of any mortgage or mortgages encumbering a unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgages unless the insurance proceeds represent a distribution to the owners of the unit and the mortgagees thereof, after such insurance proceeds have been first applied to the repair, replacements or reconstruction of any loss or damage or unless such casualty insurance proceeds are authorized to be distributed to the owners of the unit and mortgagees thereof by reason of loss of or damage to personal property constituting a part of the common elements and as to which a determination is made not to repair, replace or restore such personal property.

H. Application of Insurance Proceeds: The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

1. Common Elements Only: The proceeds paid to the Insurance Trustee for loss or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of said loss or damage. If such insurance proceeds exceed the cost of repair, replacement or reconstruction of such common elements, the excess shall be paid by the Insurance Trustee to the owners of all units and their respective mortgagees as their interest may appear in appurtenance to each unit in the common elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such common elements, the Association shall deposit with the Insurance Trustee, from any Association Reserve Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association Reserve Fund has been established or is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against and collect said sum from the unit owners as a common expense.

2. Units: The proceeds paid to the Insurance Trustee for a loss or damage to a building, constituting common elements and one or more units thereof, shall be first applied to the repair, replacement or reconstruction of common elements, then to the repair, replacement or reconstruction of any unit or units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such common elements and units, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed units and their respective mortgagees as their interest may appear in shares or proportions equal to the undivided interest appurtenant to each such unit in the common elements. If the insurance proceeds are insufficient to pay for the necessary repair, replacement or reconstruction of the damaged or destroyed property, the Association shall levy a special assessment against all owners in a portion to the owner's share in the common elements for that portion of the deficiency as is attributable to the cost of the restoration of the common elements and a special charge against individual owners' for that portion of the deficiency related to damages to individual units. Provided, however, that if, in the opinion of the association, it is impossible to

determine accurately and adequately the portion of the deficiency relating to damages to individual units, the association shall levy the special assessment for the total deficiency against each of the owner's as a common expense, according to the percentages set forth in the schedule of undivided interest in the common elements appurtenant to each unit which is Exhibit "3" of this Declaration. The determination of the Board as to that portion of the deficiency to be charged against individual owners' and as to which individual owner's are liable therefore shall be conclusive and binding.

I. Deposits to Insurance Trustee After Damage: Within sixty (60) days after a loss or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or reconstructing the same including the cost of professional fees and any construction bond which the Board of Administration may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more unit owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

XIV. Reconstruction or Repair after casualty.

Whether, and the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced, shall be determined as follows:

A. Residential Buildings: If one or more residential buildings shall be damaged or destroyed, repair or reconstruction thereof or termination of the condominium shall be in accordance with the followings:

1. Total Destruction of all Buildings: If all of the residential buildings of the Condominium are totally destroyed or are so damaged that no unit therein is habitable, none of the buildings and none of the improvements comprising common elements shall be reconstructed and the condominium shall be terminated unless the owners of units to which seventy five percent (75%) of the common elements are appurtenant agree in writing within sixty (60) days after the date of such destruction to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed or unless a policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

2. Damage to and Destruction of some portion of the Buildings: If some, but not all, of the residential buildings are damaged and/or destroyed and one or more of the units in one or more of the buildings remain habitable, the damaged or destroyed common elements and/or units shall be repaired or reconstructed so that each building and/or units shall be restored to substantially the same condition as existed prior to such damage or destruction unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the condominium shall be terminated.

B. Common Elements: Damaged or destroyed improvements constituting part of the common elements shall be repaired, reconstructed and/or replaced unless in the event of total destruction of the units or by agreement after partial destruction, the condominium shall be terminated.

C. Certificate: The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

D. Plans and Specifications: Repairs or reconstruction of Condominium Property shall be substantially completed in accordance with the plans and specifications pursuant to which the same was originally constructed; provided, however, that the Board of Administration of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

E. **Responsibility:** If the damage or destruction shall be limited only to one or more units for which the responsibility of maintenance and repair is that of the affected unit owners, then such unit owners shall be responsible for carrying out the repairs or reconstruction thereof. In all other instances of damages or reconstruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

F. **Construction Funds:** All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from unit owners, shall be disbursed toward payment of such costs in the following manner:

1. **Association:** If the total funds assessed against and collected from unit owners by the Association for payment of repair and reconstruction is more than Fifteen Thousand Dollars (\$15,000.00) then all such sum shall be deposited by the Association and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the cost or reconstruction and repair.

2. **Insurance Trustee:** The proceeds of insurance collected on account of a casualty and the sum assessed against and collected from unit owners by the Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the cost of repair and reconstruction in the following manner:

a. **Unit Owner:** The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more but less, than all unit owners shall be paid by the Insurance Trustee to the affected unit owners and if any of such units are mortgaged, to the affected and their mortgagees jointly.

b. **Association-Lesser Damage:** If the amounts of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Fifteen Thousand Dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided for the reconstruction and repair for a major damage.

c. **Association-Major Damage:** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Fifteen Thousand Dollars (\$15,000.00) then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

d. **Surplus:** It shall be presumed that the first monies disbursed in payment of the costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners which is not in excess of assessments paid by such owners into the construction fund shall not be made payable to any mortgagee.

e. **Certificate:** Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether disbursement from the construction funds are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor, to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessment paid by owners. Instead the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating

the sums to be paid is due and properly payable and stating the names of the payees and the amount to be paid. Provided, that when a mortgage is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee and as further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

XV. Use Restrictions.

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and these restrictions shall be for the benefit of and enforceable by all owners of units in this Condominium.

A. Rules and Regulations: These Rules and Regulations will be enforced as follows:

1. Violations should be reported to the manager of the Association, in writing, and not to the Board of Administration or to officers of the Association.
2. Violations will be called to attention of the violating unit owner by the manager. The manager will also notify the appropriate committee of the Board of Administration.
3. Disagreements concerning violations will be presented to, and be judged by, the Board of Administration, which will take appropriate action.
4. Unit owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations.

B. Facilities: The facilities of the Condominium are for the exclusive use of unit owners, their family members, guests, invitees, employees and lessees. Any damage to the building, or to the common elements or equipment caused by any unit owner, their family members, guests, employees and lessees, shall be repaired at the expense of the responsible unit owner.

C. Noise.

1. Unit owners must obtain written approval from the Association prior to installing any flooring material (including but not necessarily limited to any ceramic tile, marble, wood, etc.). To insure that the Sound Control Underlayment System being used will provide adequate sound-proofing written approval must be obtained from the Association. Installation of the Sound Control Underlayment System shall include perimeter isolation material which will insure that impact noises are not transmitted into a space below either directly through the floor or by flanking through the surrounding walls.
2. In order to ensure your own comfort and that of your neighbors, radios, stereos and television sets should be turned down to a minimum volume at all times so that any sounds emanating therefrom shall not be heard outside of your unit. All other unnecessary noises such as the playing of pianos and other musical instruments, bidding good night to departing guests and slamming doors between the hours of 10:30 p.m. and 8:00 a.m. should be avoided.
3. Carpentry, carpet-laying, picture-hanging, or any trade (or do-it yourself work) involving hammer work, etc., must be done between the hours of 8:00 a.m. and 6:00 p.m. No such work shall be done on Sundays. No exceptions will be allowed.

D. Pets

1. With the exception of fish, a unit owner may keep a maximum of two (2) pets. The term "pets" shall be limited to dogs, cats, birds and fish.

