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Prepared By and Return To:
Joseph R. Cianfrone, P.A.
1964 Bayshore Boulevard
Dunedin, Florida 34698

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**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
MILLPOND TRACE, A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 16, 2004, by the requisite approval of the membership, the Declaration of Condominium for Millpond Trace, A Condominium, as recorded in O.R. Book 1530, Page 0978 et seq. of the Public Records of Pasco County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium for Millpond Trace, A Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium for Millpond Trace, A Condominium."

IN WITNESS WHEREOF, Millpond Trace Condominium Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 16 day of November, 2004.

MILLPOND TRACE CONDOMINIUM
ASSOCIATION, INC.

(Corporate Seal)

By: Debra Maxfield
Debra Maxfield, President

ATTEST:

Margaret Fallon
Margaret Fallon, Secretary

**CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN PLAT
BOOK 3, PAGES 1-4, INCL.**

STATE OF FLORIDA
COUNTY OF PASCO

On this 16th day of November, 2004, personally appeared before me Debra Maxfield, President, and Margaret Fallon, Secretary, of Millpond Trace Condominium Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

My Commission Expires:

Janet A. Mulliken
NOTARY PUBLIC



Janet A. Mulliken
Commission #DD146226
Expires: Aug 29, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
MILLPOND TRACE, A CONDOMINIUM

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....

1. ARTICLE 7, OBLIGATIONS AND RESTRICTIONS, Section 7.2, Use of Condominium Unit, subsection (A) shall be amended to read as follows:

(A) No unit may be used for transient or hotel purposes except that a unit owner may lease his/her unit for a minimum of one hundred and eighty (180) consecutive days; ~~except as noted below;~~ with the lease subject to approval by the Association, which in it's discretion may charge a fee not to exceed fifty dollars (\$50.00). In no event may any unit be subleased.

Unit owners, who acquire a condominium unit subsequent to the date of recording this amendment, shall not lease the condominium unit for a period of two (2) years after the initial acquisition of the condominium and subsequent to the two (2) years of initial ownership, shall only lease the condominium for a minimum lease term of one (1) year. All leases shall be approved by the Association.

THE BALANCE OF ARTICLE 7, SECTION 7.2 REMAINS UNCHANGED

EXHIBIT A

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DECLARATION OF CONDOMINIUM

FOR

MILLPOND TRACE, A CONDOMINIUM
PHASE I

ARTICLE 1

SUBMISSION; DEFINED TERMS

Section 1.1. SUBMISSION OF PROPERTY. Premiere Group, Inc., a corporation organized and existing under the laws of the State of Florida for itself, its successors, grantees and assigns, being the holder of fee simple title to the real property described in Exhibit "A" attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of Chapter 718 of the Statutes of the State of Florida, hereinafter sometimes referred to as the "Condominium Act", and does hereby file for record this Declaration of Condominium.

Section 1.2. DEFINED TERMS. The terms used in this Declaration and in its exhibits, including the Bylaws of the association, shall be defined in accordance with the provisions of Section 718.103 of the Condominium Act, and as follows unless the context otherwise requires:

(a) "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

(b) "Association" means MILLPOND TRACE CONDOMINIUM ASSOCIATION, INC., the corporate entity responsible for the operation of the condominium.

(c) "Community Association" means MILLPOND ESTATES FOR OPERATION OF THE RECREATION AREAS, and other areas in the overall Millpond Estates Community, of which MILLPOND TRACE, a Condominium, is a part thereof.

(d) "Board of Directors" or "board" means the board of administrators or other representative body responsible for administration of the MILLPOND TRACE CONDOMINIUM ASSOCIATION, INC.

(e) "Community Board of Directors" or "Community Board" means the board of administrators or directors or other representative body responsible for administration of the MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC.

(f) "Bylaws" means the Bylaws for the association existing from time to time.

(g) "Community Bylaws" means Bylaws for the MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC., existing from time to time.

(h) "Common Elements" means the portion of the condominium property not included in the units.

(i) "Common Expenses" means the expenses and assessments properly incurred by the association for the condominium.

(j) "Common Surplus" means the excess of all receipts of the association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

(k) "Condominium" means that form of ownership of

1530/0978

condominium property under which units are subject to each ownership by one or more owners, and there is appurtenant to each unit as a part thereof an undivided share in the common elements.

(l) "Condominium Documents" means this Declaration and all exhibits required to be attached by section 718.104 of the Condominium Act.

(m) "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.

(n) "Condominium Property" means and includes the lands and personal property that are subjected to condominium ownership (or which may be submitted to condominium ownership as provided in this Declaration) whether or not contiguous, and all improvements thereon and all easements and all appurtenant thereto intended for use in connection with the condominium.

(o) "Community Property" means and includes the lands, facilities and personal property owned by the Community Association (or which may be acquired by the Community Association) whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Millpond Estates Community of which the Millpond Trace Condominium forms a part.

(p) "Declaration of Condominium" or "Declaration" means this document.

(q) "Developer" means Premiere Group, Inc.

(r) "Limited Common Elements" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

(s) "Member" means a unit owner who, as a result of this ownership, is a member of the association, as well as the Community Association.

(t) "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, Federal National Mortgage Association (FNMA) or other like business entity. The term "mortgagee" shall also be deemed to mean "institutional mortgage(s)".

(u) "Unit" means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in the Declaration.

(v) "Unit Owner" or "owner of a unit" means the owner of a condominium parcel.

(w) "Utility Service" means, as the case may be, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, cable television, garbage and sewage disposal.

ARTICLE 2

DESCRIPTION OF THE CONDOMINIUM

Section 2.1 NAME. The name of the condominium is: MILLPOND TRACE, a Condominium (sometimes herein the "Condominium").

Section 2.2 PHASE 1. The land comprising Phase 1 of this condominium is described on Exhibit "A". Phase 1 hereby submitted to the condominium form of ownership, shall contain thirteen (13) condominium units as more particularly described and identified in Exhibits "A" and "B" and designated "Phase 1".

Section 2.3 **SUBSEQUENT PHASES.** It is the intention of the developer to develop the Condominium in eleven (11) Phases in accordance with Section 718.403 of the Condominium Act. The legal descriptions and Plot Plans for the various subsequent Phases are shown on Exhibit "B". Pursuant to the provisions of subsection (f), hereinafter the Developer may submit the additional Phases to condominium ownership without the consent of the unit owners or the Association.

(a) **Impact of Phasing.** The impact, if any, which the completion of subsequent phases would have upon Phase 1 would be to increase the number of condominium units and residents in the general area.

(b) **Completion of Phases.** The construction of the units in Phase 1 is estimated to be substantially completed by 31 December 1986. In the event the developer, in its sole discretion, determines to add the additional phases contemplated herein, then all such phases may be constructed consecutively, or non-consecutively, as the Developer shall desire, on or before five (5) years from the date upon which the first unit is conveyed.

Phases II - XI are sometimes collectively defined as "future phases". The developer shall be under no obligation to convey any additional lands or facilities to the condominium property in the event future phases are not submitted to condominium ownership. Time-share estates shall not be created with respect to any unit in any phase of the condominium property.

(c) **Number and General Size of Units.** Phase 1, hereby submitted to condominium ownership, shall contain a total of thirteen (13) units. The size of the units and the distribution of the units in Phase 1, as well as the units in future phases, is set forth on Exhibit "C" attached hereto and made a part hereof. Upon substantial completion of construction of each phase, a surveyor's certificate as required by Section 718.104 of the Condominium Act will be filed together with an amendment to this Declaration, submitting the additional Phases to condominium ownership.

(d) **Percentage Ownership.** The undivided share in the land and other common elements and the common surplus and liability for common expenses which are attributable to each condominium unit shall be computed upon the following basis:

(1) Upon completion of Phase 1 (13 units) and recordation of this Declaration, each unit in Phase 1 shall have an undivided share in the ownership of the common elements and the common surplus and obligation for common expense equal to one-thirteenth (1/13th) of one hundred percent.

(2) As any additional phases are completed and submitted to condominium ownership, as set forth herein, the undivided share in the ownership of the common elements and the common surplus and obligation for common expenses attributable to each unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all units submitted to the condominium form of ownership on the following basis:

(i) The adjusted percentage of the undivided ownership of the common elements and common surplus and obligation for common expenses shall be computed by dividing one hundred percent (100%) (numerator) by the cumulative total of all units presently submitted to condominium ownership pursuant to this Declaration and amendments hereto (denominator).

(ii) The adjusted percentage of the undivided share in the ownership of the common elements and common surplus and obligation for common expenses attributable to each unit

shall automatically take effect upon the recordation of each and every amendment submitting additional units to condominium ownership pursuant to this Declaration.

(111) The adjusted percentage of the undivided share in the ownership of the common elements and common surplus and obligation for common expenses attributable to each unit shall be binding upon the unit owners, their grantees, assigns, successors, executors or heirs of each and every unit previously submitted to condominium ownership pursuant to this Declaration.

(e) Notice. The developer shall notify owners of existing units in the condominium of the commencement of, or decision not to add, any subsequent phase. Notice shall be by certified mail addressed to each unit owner at the address of his unit or at his last known address.

(f) Amendment. Phases II through XI, may be added to the Condominium by the execution of an amendment to this Declaration by the developer, its successors or assigns, and such amendment shall not require the execution or consent of any unit owners other than the developer.

(g) Changes. As to future phases, the Developer expressly reserves the right to make changes in future phases as to the exterior and interior of future buildings in each such phase, including the location of the building in each phase, exterior design and colors, etc. Interiors of buildings and floor plans may also be changed, as the Developer may desire.

Prior to completion of all planned improvements, no amendments may be made to the Declaration in violation of Section 718.403, Florida Statute, unless the Developer obtains the consent of one hundred (100%) percent of the unit owners.

Section 2.4 RECREATIONAL FACILITIES. There are no recreational facilities within the boundaries of MILLPOND TRACE, a Condominium. Unit owners in MILLPOND TRACE incident to owning a unit in MILLPOND TRACE automatically become member of the Community Association; and, thereby acquire rights to use of the Community Recreational Facilities. Unit owners are charged a proportionate share of maintenance and other expenses for the recreational facilities and other common areas of the Millpond Estates Community, based on the number of units developed in the Community and using such facilities.

Section 2.5 SURVEY. A survey of the land, a graphic description of the improvements in which the units are located, identification of each unit and a plot plan are attached hereto as Exhibit "B".

Section 2.6 UNIT BOUNDARIES. The boundaries of each unit are as follows:

(a) Upper and Lower (horizontal) boundaries: The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

(1) Upper Boundary: The horizontal plane of the bottom surface of the undecorated dry wall ceiling except where there is a dropped ceiling in which locations the upper boundary shall be the horizontal plan, which includes the outside of the undecorated dry wall of the dropped ceiling.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated concrete floor slab.

(b) Vertical (perimeter) Boundaries: The vertical boundaries of the unit shall be the vertical plane, which includes the outermost surface of the dry wall of all walls bounding the unit

extended to intersections with each other and with the upper and lower boundaries.

(c) The unit shall include the heating and air-conditioning apparatus, which apparatus (whether or not located within the unit boundaries) shall be part of the unit. Any portion of a utility system serving more than one unit (e.g., pipes, conduits, ducts) which is partially within and partially without the unit, is part of the common elements.

Section 2.7
COMMON ELEMENTS. Common elements include the following items:

(a) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.

(b) All parts of the improvements which are not included within the units.

(c) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements.

(d) An easement of support in every portion of a unit which contributes to the support of a building.

(e) Installations for the furnishings of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(f) The property and installation in connection therewith required for the furnishing of services to more than one unit or to the common elements.

(g) Unassigned parking areas.

(h) Lighting fixtures utilized to illuminate the common elements.

(i) Any portion or portions of the condominium property not included in the units or designated a limited common element.

(j) The common elements designated by this Declaration may be enlarged by an amendment to this Declaration. Such amendment shall be approved and executed in the manner hereinafter required for amendments to this Declaration. Such amendment shall divest the association of title to the land and shall vest the title in the unit owners, without naming them and without further coveyance, in the same undivided shares as the undivided shares in the common elements that are appurtenant to the units owned by them.

Section 2.8
LIMITED COMMON ELEMENTS.

(a) There are limited common elements appurtenant to each of the units in this condominium, such as entrance ways and covered parking areas, as shown and reflected on the floor plan and plot plan as set forth on Exhibit "B" attached hereto. The amount of covered parking shall be dictated by demand; and, the Developer specifically reserves the right to add additional or not construct covered areas to existing parking spaces, and to assign the same to individual unit owners as the Developer, or it's successor, sees fit in it's or their discretion. Upon assignment, such common parking area shall be deemed a limited common element.

(b) These limited common elements are reserved for the use of the units appurtenant thereto or unit assigned to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements

no appurtenant.

(c) Notwithstanding the ownership or use rights of various portions of the common elements and limited common elements, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the unit owner and the association.

ARTICLE 3

EASEMENTS

Section 3.1 EASEMENT FOR INGRESS AND EGRESS THROUGH COMMON ELEMENTS, ACCESS TO UNITS AND SUPPORT.

(a) Each unit owner is hereby granted an easement in common with each other unit owner for ingress and egress through all common elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the association. Each condominium unit is hereby burdened with and subject to an easement for ingress and egress through all common elements by persons lawfully using or entitled to the same.

(b) An easement is reserved for all phases to install, construct, repair and maintain sidewalks, sewer, water, or transmission lines as may be reasonably necessary for the owners or mortgagees of record to use and enjoy the easement rights provided herein, in conjunction with the use of the adjoining properties, which does not become submitted as future phases to MILLPOND TRACE, a Condominium; provided, however, the use, installation, construction and repair shall not interfere with the use and enjoyment of the condominium property. The rights granted herein to owners or mortgagees of record shall terminate as any of the future phases are submitted to condominium ownership, as provided for herein. Should such land herein described, then such rights shall be preserved until such properties are developed, as other residential developments, or otherwise. The easements granted herein, however, shall not terminate.

(c) The developer reserves in favor of the developer and the managing agent and/or any other person authorized by the board the right of access to any unit. In case of emergency, such entry shall be immediate whether or not the unit owner consents or is present at the time. Further, until the expiration of the warranty period, such entry shall be permitted to perform warranty-related work whether or not the unit owner consents or is present at the time.

(d) Each unit and common element shall have an easement for lateral and adjacent support from every other unit and common element.

Section 3.2 UTILITIES. Blanket non-exclusive easements are reserved throughout the condominium property as may be required for utility services in order to adequately serve the condominium property. In the event any unit, recreation area, common or limited common element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

Section 3.3. ENCROACHMENTS. In the event that any unit shall encroach upon any of the common elements or any other unit for any reason other than the intentional act of the unit owner or in the event that any common element shall encroach upon any unit, then an automatic non-exclusive easement shall exist to the extent of such encroachments so long as the same shall continue.

Section 3.4 MAINTENANCE. Blanket non-exclusive easements are reserved throughout the common and limited common areas of the con-

dominium property, for maintenance purposes in order to adequately maintain such areas on the condominium property.

Section 3.5 EASEMENTS FOR FUTURE DEVELOPMENT. The condominium property is subject to the following easements:

(a) An easement for pedestrian traffic over, through and across sidewalks adjacent to roadways to be constructed on the condominium property as may be intended and designated for such purposes and use, and for vehicular and pedestrian traffic over, through and across such portions of the condominium property as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of possible future development of lands included in future phases.

(b) The right of access to, on, over and across the condominium property for the purpose of maintenance and repair of improvements located in future phases.

(c) The right to construct under, through, and over the condominium property for additional utilities, including, but not limited to, water mains, sewer mains, and electrical outlets, as may be required by the lands included in future phases.

(d) The right to continue the natural flow of drainage onto the condominium property from future phases.

(e) In the event the developer does not submit any or all of the future phases to condominium ownership, then the condominium property shall be subject to the rights of any owners or mortgagees of record now and in the future of any interests in all or a portion of the future phases to install, construct, repair, and maintain such roads, streets, or sewer, water or transmission lines as may be reasonably necessary for the owners or mortgagees of record to use and enjoy the easement rights provided herein; PROVIDED, HOWEVER, the use, installation, construction, and repair shall not interfere with the use and enjoyment of the condominium property. The rights granted herein to owners or mortgagees of record shall terminate as any of the future phases is submitted to condominium ownership as is provided herein. The easements granted herein, however, shall not terminate.

Section 3.6 EASEMENT TO FACILITATE SALES. All units shall be subject to an easement in favor of the developer to use any units owned or leased by the developer as models, management offices, sales offices (for this and other projects) or customer service offices. The developer reserves the right to relocate the same from time to time within the condominium property; upon relocation, the furnishings thereof may be removed. The developer further reserves the right to maintain on the condominium property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the condominium property and may be relocated or removed, all at the sole discretion of the developer. The developer shall have the right to restrict the use of certain common element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the developer shall have the right to erect temporary offices on certain common element parking spaces for models, sales, management, customer service and similar purposes. This easement shall continue until the developer has conveyed all units in the Condominium to unit owners other than the developer.

Section 3.7 RESERVATIONS AND RIGHT TO GRANT EASEMENTS. The developer, for itself and for the association, hereby reserves such further easements as well as the rights to grant further permits, licenses and easements, over the common areas, for utilities, irrigation, drainage, ingress and egress as may be required to serve the condominium property or property contiguous to the condominium property which may be owned or acquired by the developer. Such reservation shall extend to, benefit and include lands herein described for future phases of MILLPOND TRACE, a Condominium, which are ultimately

Section 3.8 **LIENS.** In the event any easements herein referred to are encumbered by a lien, other than those on the condominium parcels, such liens shall be required to be subordinate or made subordinate to the use-rights of any condominium unit owner or owners whose condominium parcel is not also encumbered by said lien. In the alternative, an appropriate nondisturbance agreement may be executed and recorded providing at least in part that the use-rights shall not be terminated with respect to any unit owner or owners whose units have not been foreclosed for default.

Section 3.9 **PROVISO.** Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being to have the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall, nevertheless, be considered as having been granted directly to the association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the unit owners designate the developer or association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

ARTICLE 4

CONDOMINIUM ASSOCIATION

Section 4.1 **ARTICLES OF INCORPORATION AND BYLAWS.** The operation of the condominium property shall be governed by the Articles of Incorporation and Bylaws of the association, copies of which are attached hereto and made a part hereof as Exhibits "D" and "E" respectively. The Articles of Incorporation and Bylaws may be modified or amended as provided in said documents. No amendments to the Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel. Defects or omissions in the Bylaws shall not affect the validity of the condominium or the title to condominium units.

Section 4.2 **MEMBERSHIP IN ASSOCIATION.**

(a) The association was created to perform the acts and duties of the management of the units and common elements defined and described in this Declaration, and to levy and enforce collection of assessments necessary to perform said acts and duties.

(b) All unit owners shall automatically be members of the association, and said membership shall terminate when they no longer own said units.

(c) Subject to any provision of the Bylaws of the association applicable thereto, each unit (and the owners thereof) shall be entitled to one vote in the conduct of the affairs of the association.

Section 4.3 **POWERS AND RESPONSIBILITIES OF ASSOCIATION.**

(a) The operation of the Condominium shall be vested in the association.

(b) The powers and duties of the association shall include those set forth in the Articles of Incorporation and Bylaws of the association as well as all of the powers and duties set forth in the Condominium Act.

Section 4.4 **TRANSFER OF ASSOCIATION CONTROL.** The election of unit owners other than the developer to the board of directors of the association as well as the transfer of control of the association to the unit owners other than the developer shall be no later than the earlier of the following events:

(A) Four (4) months after seventy-five (75%) percent of the units in the project have been conveyed to unit purchasers; or

(b) Three (3) years following conveyance of the first unit in a single-phase project, or five (5) years following such conveyance in an expandable project.

ARTICLE 5

COMMON EXPENSES AND COMMON SURPLUS

Section 5.1 **DEFINED.** Common expenses shall include the costs of carrying out the powers and duties of the association, and any other expenses designated as common expenses by this Declaration and the Bylaws, including, but not limited to the following:

(a) The costs of operation, maintenance, repair, and replacement of the common elements and limited common elements, except as herein provided.

(b) Fire and other casualty and liability insurance as set forth in the Declaration.

(c) Costs of management of the condominium and administrative costs of the association including professional fees and expenses.

(d) Costs of water, electricity and other utilities which are not metered to the individual units.

(e) The costs of additions, repairs, alterations or improvements, or purchases by the association of additional lands, leaseholds or other possessory or use rights in land or facilities, purchased as part of the common elements for the benefit of all the members.

(f) Share of the maintenance operation and management expense of the recreational facilities owned by the Community Association, together with maintenance of the other common areas owned by the Community Association, for the benefit of the Millpond Estates Community, in which the MILLPOND TRACE CONDOMINIUM is located and forms a part thereof.

(g) If the Developer, or it's assigns, or agents, installs street lights, the owner of each unit shall pay Two (\$2.00) Dollars per unit minimum towards the costs of street lights, after lights are installed with the electrical power used. If initial minimum rate is subject to periodic adjustment, semi-annually, by the Developer, or it's assigns, in it's sole discretion, and the unit owner agrees to pay the same, the rate charged shall be uniform throughout the condominium and the community.

(h) If Developer, or it's assigns, causes garbage collection service to be made available, the owner of each lot shall pay the Developer, or it's assigns, the sum of Nine (\$9.00) Dollars, per month, which amount is set at the minimum charge for said service. This initial minimum rate is subject to periodic adjustments at times determined by the Developer, or it's assigns, which rate adjustment shall be determined by the Developer, or it's assigns, in it's sole discretion, and the lot owner agrees to pay the same. The rate charged shall be uniform throughout the subdivision.

Section 5.2 **PAYMENT.** Funds for the payment of common expenses shall be assessed against unit owners in the percentage of sharing Common elements as provided in Section 2.3 hereinabove.

Section 5.3 **SURPLUS.** The common surplus shall be owned by unit owners in the same percentages as their share of the common elements.

ARTICLE 6

ASSESSMENTS; LIENS

Section 6.1 **POWER TO ASSESS.** The association, through its board of directors, subject to the provisions of the Bylaws applicable thereto, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property. The association shall also have the power to collect the sums necessary from the unit owners as may be necessary as their proportionate of the funds owed to the Community Association for maintenance, operation and management of the recreational facilities and other common areas owned by the Community Association in the Millpond Estates Community. Such Community Association fees and expenses, as from time to time assessed by the association through its Board of Directors, shall be deemed common expenses for the purposes hereof and subject to all of the rights, duties, and obligations hereunder, including the right of the Board of Directors to levy an Assessment Lien against the unit owner's property for failure to pay said expense.

Section 6.2 **INTEREST ON ASSESSMENTS.** The board of directors of the association, in its complete discretion, shall have authority to impose interest on assessments and installments thereon not paid when due at a rate not in excess of the highest legal contract rate allowed in the State of Florida.

Section 6.3 **LIEN.** The association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon. Each assessment against a unit shall also be the personal obligation against the unit owner, at the time the assessment fell due, of such condominium parcel until paid. Such lien shall also secure the costs of recording the claim of lien and all court costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the association incident to the collection of such assessment or enforcement of such lien, including same if an appeal.

Section 6.4 **PROCEDURE.** The association shall be governed by the provision of Section 718.116 of the Condominium Act and Article 8 of the Bylaws in enforcing its rights hereunder.

Section 6.5 **MORTGAGEE RIGHTS.** Where an institutional mortgagee of a condominium unit obtains title to the condominium parcel as a result of foreclosure of its mortgage, or where an institutional mortgagee of record accepts a deed to said condominium its successors and assigns, shall not be liable for the share of common expenses or chargeable to the association pertaining to such condominium parcel or prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquiror, its successors and assigns. A mortgagee acquiring title to a condominium parcel as a result of its ownership of such parcel, whether or not such parcel is unoccupied, shall not be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Section 6.6 **PROVISO.** Except as set forth in Section 6.5, no unit owner may be excused from the payment of his proportionate share of the common expense of a condominium unless all unit owners are likewise proportionately excused from such payment.

ARTICLE 7

OBLIGATIONS AND RESTRICTIONS

Section 7.1 DUTY TO COMPLY. Each unit owner, the guests, invitees, or tenants of every unit owner shall have the obligation and duty to comply with terms of this Declaration as well as the Bylaws and rules and regulations of the association and the Community Association.

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RECORD VERIFIED
JED PITTMAN
Clerk Circuit Court, Pasco County

FILED FOR RECORD

[Signature]
Clerk Circuit Court, Pasco County

[Signature]
CLK. CIR. CT. PASCO COUNTY, FL.

MILLPOND TRACE
CONDOMINIUM ASSOCIATION, INC.

Amendment Change:

ARTICLE 7 Section 7.2 of the Declaration entitled "Use of Condominium Unit".

Subsection (A) No unit may be used for transient or hotel purposes except that a unit owner may lease his/her unit for a minimum of one hundred and eighty (180) consecutive days; with the lease subject to approval by the Association, which in it's discretion may charge a fee not to exceed fifty dollars (\$50.00). In no event may any unit be subleased.

Amended
12/1/92

Subsection (C) The sale, rental, lease or transfer of any unit is not restricted or controlled, except as provided in Subsection (A).

Subsection (D) No animals are permitted in rented or leased units.

MILLPOND TRACE HOMEOWNERS ASSOCIATION

ARTHUR W MANDUELL

7837 HARDWICK DR # 328

New Port Richey, FL 34653

[Signature]

05401160 10/20/92 11:14 AM
RECORDING/INDEXING 5.00
RECORDS MODERNIZATION FEE 1.00
CERTIFICATIONS & SEARCHES 2.00

STATE OF FLORIDA
COUNTY OF PASCO
TOTAL: 8.00

APPEARED AND PRESENTED FLORIDA DRIVER'S LICENSE ARTHUR W MANDUELL
ON THE 20TH DAY OF OCTOBER, 1992 DID NOT TAKE AN OATH -21-A AMT PAID: 20.00
CHANGE: 12.00-
8.00

[Signature]
JANET W. SCHEBOR
NOTARY PUBLIC



O.R. 3078 PAGE 0259

Section 8.3 SALES ACTIVITY. The developer shall have the right to transmit any business necessary to consummate the sale of units, including but not limited to, the right to maintain models, advertise on the premises, use the common elements and notwithstanding anything to the contrary contained herein, the developer may retain and use as sales offices, promotion and developmental offices, models, any units and common elements retained by the developer, or owned by the developer, or the use of which has been reserved by the developer in this Declaration or by contract or otherwise lawfully enforceable as a contract obligation by the developer against the association or any of the unit owners other than the developer, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

Section 8.4 ALTERATION OF CONDOMINIUM PROPERTY. The developer reserves the right to change the interior design and arrangement of all units or to alter the boundaries between the units so long as the developer owns the units so altered, and reserves the right to alter easements to the common elements. No such change shall increase the number of units nor alter the boundaries of the common elements without amendments of this Declaration. If more than one unit is involved, the developer shall apportion between the units the shares of the common elements which are appurtenant to the units concerned. The developer further reserves the right to change the distribution of units future phases from that which is reflected on Exhibit "C" attached to this Declaration. The determination to be made by the developer, in its own discretion, on the mix of units between Halifax, hereinafter referred to as Type "A", IVY, hereinafter referred to as Type "B" and Jamestown, hereinafter referred to as Type "C", shall be made prior to the particular phase being submitted to condominium ownership as is provided in this Declaration. This reservation to alter the mix of units between type "A", "B" and "C" will not affect the total number of units planned in the Condominium (or within each phase), nor modify any of the appurtenances to the units or change the percentage of ownership of common elements, common surplus and expenses, as is set forth in this Declaration. This reservation by the developer shall have no applicability to those phases which have been submitted to condominium ownership as evidenced by a recorded Declaration or Amendment to the Declaration, as is provided in this Declaration. The Developer expressly reserves the right to add carports, which, once constructed and assigned, shall be deemed limited common elements and maintained by the unit owners to whom they are assigned.

Section 8.5 ACTIONS BY ASSOCIATION. During the period that the developer holds any units for sale in the ordinary course of business, none of the following actions may be taken by the association, either through act of its board of directors or its membership, without the developer's approval in writing:

- (a) Assessments of the developer as a unit owner for capital improvements;
- (b) Any action by the association that would be detrimental to the sale of units by the developer; however, an increase in assessments for common expenses without discrimination against the developer shall not be deemed to be detrimental to the sales of units for the purpose of this paragraph, except that any assessments shall never be more than the actual sums necessary to pay for the current operating expenses. If the assessment is in excess of the actual operating costs incurred, although this is expressly prohibited by this provision, the developer shall be excused from paying such excess amount and if such excess is paid, the association shall refund such excess to the developer upon demand; and

(c) Reassignment of any parking spaces previously assigned to a unit owner by the developer. Covered parking spaces may be reassigned only with unit owner consent.

Section 8.6 PURPOSE OF RIGHTS RESERVATION. The developer

reserves every right necessary or desirable relative to common elements and the condominium property in general for the following purposes:

- (a) Creation, amendment, or termination of easements to alter existing improvements or for the purposes of utilities and ingress and egress, without the joinder or approval of the association, unit owners, mortgagees and/or lienors;
- (b) Furnishing of the condominium property;
- (c) The sale, lease, rental, or mortgage of the condominium units, and
- (d) Assignment of parking spaces to unit owners during the period of time that the developer holds any units for sale in the ordinary course of business. Assignment of covered spaces shall be permanent and may be subsequently assigned with a unit, by a unit owner, to a subsequent purchaser. Parking spaces and covered parking spaces can only be owned in conjunction with ownership of a condominium unit, and not independently thereof.

Section 8.7 AMENDMENT. This Article 8 may not be amended without the prior written consent of the developer. Notwithstanding anything to the contrary herein, the developer reserves the right to amend the Declaration and any exhibits thereto so as to correct any errors or omissions not affecting the rights of unit owners, mortgagees, or lienors. Any amendment enacted pursuant to this paragraph by the developer need to be executed and acknowledged only by the developer and need not be approved by the association, unit owners, mortgagees and/or lienors, whether or not elsewhere required for amendments, except the approval shall be obtained from any institutional mortgagees covering any specific units affected.

ARTICLE 9

EMINENT DOMAIN

Section 9.1 UNIT ACQUISITION. If a unit is acquired by eminent domain, or if part of a unit is acquired by eminent domain leaving the unit owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Declaration, the award must compensate the unit owner for his unit and its common element interest, whether or not any common element interest is acquired. Upon acquisition, unless the decree otherwise provides, that unit's entire common element interest, votes in the association, and common expense liability are automatically reallocated to the remaining units in proportion to the respective interests, votes, and liability of those units before the taking, and the association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a unit remaining after part of a unit is taken under this subsection is thereafter a common element.

Section 9.2 REALLOCATION. Except as provided in subsection 9.1, if part of a unit is acquired by eminent domain, the award must compensate the unit owner for the reduction in value of the unit and its element interest. Upon acquisition, (a) that unit's common element interest, votes in the association, and common expense liability are reduced in proportion to the reduction in the size of the unit, or on any other basis specified in the Declaration, and (b) the portion of common element interest, votes, and common expense liability divested from the partially acquired unit are automatically reallocated to that unit and the remaining units in proportion to the respective interests, votes and liabilities of those units before the taking, with the partially acquired unit participating in the reallocation on the basis of its reduced interests, votes and liabilities.

Section 9.3 ACQUISITION OF COMMON ELEMENTS. If a part of the common elements is acquired by eminent domain, the award must be paid to the association. The association shall divide any portion of the

award not used for any restoration or repair of the remaining common elements among the unit owners in proportion to their respective common element interests before the taking, but the portion of the award equally divided to the acquisition of a limited common element must be common element was allocated at the time of acquisition, or in any manner the Declaration provides.

Section 9.4 RECORDATION. The court decree shall be recorded in every county in which any portion of the condominium is located.

ARTICLE 10

TERMINATION OF CONDOMINIUM

Section 10.1 VOTE REQUIRED. Except in the case of taking of all the units by eminent domain, a condominium may be terminated only by agreement of unit owners of units to which at least ninety (90%) percent of the votes in the association are allocated.

Section 10.2 PROCEDURE. An agreement of unit owners to terminate a condominium must be evidenced by their execution of a termination agreement or ratification thereof. If, pursuant to a termination agreement, the real estate constituting the condominium is to be sold following termination, the termination agreement must set forth the terms of the sale. A termination agreement and all ratifications thereof must be recorded in every county in which a portion of the condominium is situated, and is effective only upon recordation.

Section 10.3 OWNERSHIP AFTER TERMINATION. If the real estate constituting the condominium is not to be sold following termination, title to the real estate, upon termination, vests in the unit owners as tenants in common in proportion to their respective interests as provided in Section 10.5, and liens on the units shift accordingly. While the tenancy in common exists, each unit owner and his successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted his unit.

Section 10.4 DISTRIBUTION OF ASSETS. Following termination of the condominium, after payment of or provision for the claims of the association's creditors, the assets of the association shall be distributed to unit owners in proportion to their respective interests as provided in Section 10.5.

Section 10.5 UNIT OWNER INTEREST. The respective interests of unit owners referred to in Section 10.3 and 10.4 are as follows:

(a) Except as provided in Section 10.5 (b), the respective interests of unit owners are the fair market values of their units, limited common elements, and common element interests immediately before the termination, as determined by one or more independent appraisers selected by the association. The decision of the independent appraisers shall be distributed to the unit owners and becomes final unless disapproved within thirty days after distribution by unit owners of units to which twenty-five (25%) percent of the votes in the association are allocated. The proportion of any unit owner's interest to that of all unit owners is determined by dividing the fair market value of that unit owner's unit and common element interest by the total fair market values of all the units and common elements.

(b) If any unit or any limited common element is destroyed to the extent that an appraisal of the fair market value thereof prior to destruction cannot be made, the interests of all unit owners are their respective common element interests immediately before the termination.

ARTICLE 11

AMENDMENT OF DECLARATION

Section 11.1.1 PROCEDURE. This Declaration may be modified or amended by notice of the subject matter of the proposed amendment being included in the notice of any meeting at which a proposed amendment is considered. An amendment may be proposed by the Developer, by seventy-five (75%) percent of the entire membership of the board of directors or sixty-six and two thirds (62 2/3%) percent of the members of the association. No such amendment shall affect the obligation of the unit owner to pay the proportionate share of the Community Association's expense as from time to time established.

Section 11.2 ALTERNATE. In the alternative to the procedure set forth above, an amendment may be made by an agreement signed and acknowledged by all of the record owners of units in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of the county where the Condominium is located.

Section 11.3 RECORDATION. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the association with the same formality as that of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of the county where the Condominium is located.

Section 11.4 PROVISIO. Provided, however, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

Section 11.5 DEVELOPER AMENDMENT. Anything herein to the contrary notwithstanding, the developer expressly reserves the right to amend this Declaration in order to correct any legal description contained herein which may be incorrect by reason of a scrivener's or surveyor's error. Such error may be, among other things the failure to designate an appropriate undivided share of the common expenses or that all of the common expenses or interest in the common surplus or all of the common elements such that the sum total of the shares of common elements which have been distributed or the sum total of shares of the common expenses or ownership of common surplus fail to equal one hundred (100%) percent or if more than one hundred (100%) percent of the common elements or common expenses or ownership of the common surplus shall have been distributed. The developer may amend legal description (or descriptions) as an amendment to this Declaration among the public records of the county where the Condominium is located, which amendment (or amendments) shall expressly describe the legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise) in addition to the corrected legal description. Such amendment (or amendments) need be executed and acknowledged only by the developer and need not be approved by the association, unit owners, lienors, or mortgagees of units of the Condominium, except for the written consent of the affected mortgagee. As part of any such amendment, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be the scrivener or the surveyor, which affidavit shall set forth that: (1) said individual made an error in the legal description, (2) the error is corrected by the description contained in the amendment, and (3) it was the intent at the time of the incorrect original legal description to make the description such as is contained in the new amendment.

ARTICLE 12

MISCELLANEOUS

Section 12.1 INVALIDITY. If any provisions of this Declaration,

Or of the Bylaws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the Bylaws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, or phrase or word in other circumstances shall not be affected thereby.

Section 12.2 GENDER. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of Condominium in accordance with the laws made and provided for the same.

Section 12.3 BINDING. All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall be non-exclusive and perpetual unless sooner terminated as provided herein or in the Condominium Act, and shall be binding upon all unit owners and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the Bylaws of the association. Both burdens imposed and the benefits granted shall run with each unit and interests in the common elements.

Section 12.4 HEADNOTES. The headnotes to the sections of this Declaration are inserted only as a matter of convenience and for reference, and in no way confine, limit, or describe the scope or intent of any section of this Declaration, nor in any way affect this Declaration.

IN WITNESS WHEREOF, Premiere Group, Inc., has caused this Declaration of Condominium to be signed this 21st day of August, 1986.

Signed, sealed and delivered in the presence of:

DEVELOPER

PREMIERE GROUP, INC.

BY: Randall W. Laird
Randall W. Laird
Vice President

James H. Lewis
Robert O. Walker

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 21st day of August, 1986, by Randall W. Laird, as Vice President of Premiere Group, Inc., a Florida corporation, on behalf of the corporation.

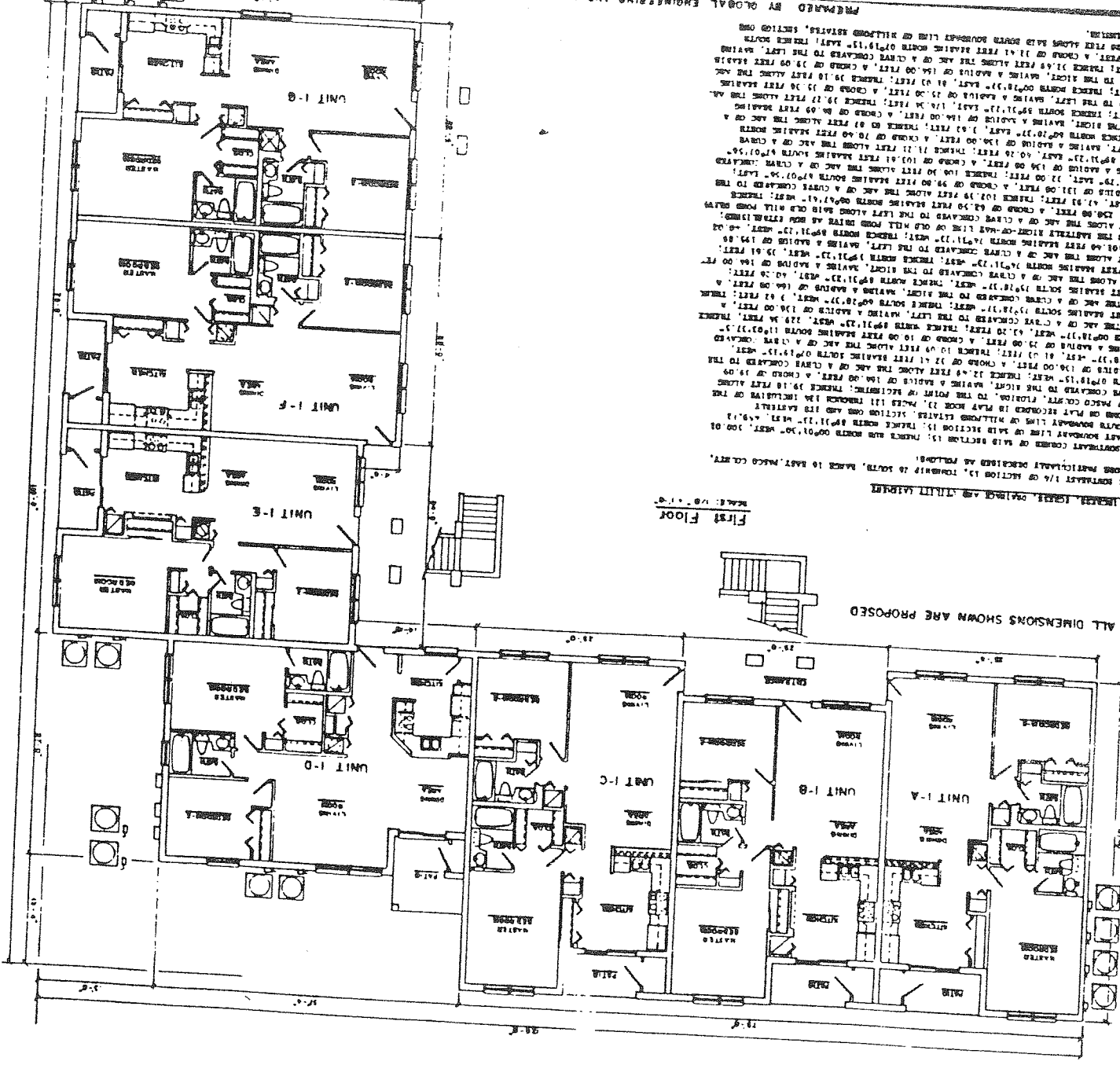
James O. Black
Notary Public-State of Florida

My Commission Expires: 1

Notary Public, State of Florida at Large
My Commission Expires Oct 3, 1988

MILLPOND TRACE I, A CONDOMINIUM

A PORTION OF THE
SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.



NOTE ALL DIMENSIONS SHOWN ARE PROPOSED

First Floor

EXHIBITION FOR IMPROVED, FINISH, PAINTING AND UTILITY MATERIAL

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

LET ALONG THE EAST BOUNDARY LINE OF SAID SECTION 15, THERE SHALL BE A 10' WIDE STRIP OF LAND, 100' LONG AND 10' WIDE, TO BE USED AS A COMMON AREA FOR THE STORAGE OF TRUCKS, TRAILERS, AND OTHER EQUIPMENT.

TO THE POINT OF BEGINNING, THERE SHALL BE A 10' WIDE STRIP OF LAND, 100' LONG AND 10' WIDE, TO BE USED AS A COMMON AREA FOR THE STORAGE OF TRUCKS, TRAILERS, AND OTHER EQUIPMENT.

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MILLPOND TRACE, A CONDOMINIUM

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

OVERALL DESCRIPTION

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

CONDOMINIUM I

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

EXHIBIT "B"
MILLPOND TRACE
a Condominium
PHASE PLAN

CONDOMINIUM V

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

CONDOMINIUM VI

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

CONDOMINIUM VII

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

CONDOMINIUM II

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

EXHIBIT "B"

MILLPOND TRACE, A CONDOMINIUM

A PORTION OF THE

SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA

CONDOMINIUM VIII

A PORTION OF THE SUBDIVISION DESCRIBED AS FOLLOWS:
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A PORTION OF THE SUBDIVISION 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA

CONDOMINIUM IX

A PORTION OF THE SUBDIVISION DESCRIBED AS FOLLOWS:
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A PORTION OF THE SUBDIVISION 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA

CONDOMINIUM X

A PORTION OF THE SUBDIVISION DESCRIBED AS FOLLOWS:
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A PORTION OF THE SUBDIVISION 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA

0. 1530 PG 0998

MILLPOND TRACE
a Condominium

Size and Distribution of Units

1. Number and Type Units in Each Phase:

Phase	*Unit Type			*Maximum Total Units in Phase	Cumulative Total Units in Project
	A	B	C		
I				13	
II				13	
III				13	
IV				13	
V				13	
VI				13	
VII				13	270709
VIII				13	
IX				13	
X				13	
XI				13	
Total				143	

* The total number of units in each phase is stated as the maximum number of units which may be constructed within the described phase. The Developer reserves the right to vary the number of units in each described phase, provided the new amount of units shall not exceed the maximum noted and shall not be less than eighty (80%) percent of the maximum. Additionally, the Developer reserves the right to alter the unit mix within each phase, provided that, no unit shall be larger than a Type "B", nor smaller than a Type "A", as herein described.

2. Size of Units:

* Area	Unit Type		
	A	B	C
Living	913 Sq.Ft.	1039 Sq.Ft.	1036 Sq.Ft.

* All dimensions are approximate.

RECORD VERIFIED

JED PITTMAN
Clerk Circuit Court, Pasco County
DEWACK

EXHIBIT "C"

CONSENT OF MORTGAGEE

SOUTHEAST BANK, N.A., a national banking association, herein called "Mortgagee", the owner and holder of that certain Collateral Real Estate Mortgage Deed encumbering the real property described on Exhibit "A" attached hereto (the "Property"), which Collateral Real Estate Mortgage Deed is dated the 17th day of September, 1984, and recorded in Official Records Book 1366, Page 25, Public Records of Pasco County, Florida and secures a Promissory note in the principal amount of \$12,000,000, in accordance with Section 718.104, Florida Statutes, hereby consents to the Declaration of Condominium for Millpond Trace, a Condominium, executed by Premiere Group, Inc. which Declaration of Condominium is dated 7-21-86, and recorded in Official Records Book 1530, Page 1125, Public Records of Pasco County, Florida, and the submission of the Property to the condominium regime thereby established.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 4th day of ~~July~~ August, 1986.

Signed, sealed and delivered in the presence of:

SOUTHEAST BANK, N.A., a national banking association

Robin Monroby

BY William J. Kempner
VICE PRESIDENT

Jandra Prew

Attest Ed Stiles
and David Hernandez (SEAL)

STATE OF FLORIDA)
)
) SS
COUNTY OF DADE)

LH The foregoing instrument was acknowledged before me this 4th day of August, 1986, by EDWARD L. KRAL and ASSISTANT VICE PRESIDENT, IG Telephus, the VICE PRESIDENT and ASSISTANT VICE PRESIDENT, respectively, of SOUTHEAST BANK, N.A., a national banking association, on behalf of that national banking association.

Shirley A. Hensley
NOTARY PUBLIC, State of Florida
at Large

(SEAL)

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 21, 1989
BOARDED THRU GENERAL LWS. UND.

RECORD VERIFIED

DEFLACK

O.R. 1530 PG 1001

270770

AUG 21 2 48 PM '86

William J. Kempner
Kempner Bank Corp.
3901 W. Hwy 19 N. Suite 200
Tampa, FL 33635

98

13.11.80
13.10.80
13.50

Eliza Suberburger

RETURN TO:
THE INSTRUMENT PREPARED BY:
WILLIAM J. KEMPION, ATTORNEY
KIMPTON & BARRER, P.A.
U.S. COURT HOUSE, 15 HUNTER STREET, 203
PHILADELPHIA, PA. 19106

Whichever word herein, the term "party" shall include the heirs, personal representatives, assigns, successors and/or assigns of the party, the purchaser hereof, the use of the singular number shall include the plural, and the use of the plural shall include the singular, and, if used, the term "heir" shall include all the heirs herein intended or may be.

Made this 11 day of September, A. D. 19 86

MILLPOND MILLPOND TRACE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, party of the first part, and PREMIERE GROUP, INC., a Florida Corporation, 4115 Old Millpond Drive, New Port Richey, Florida, party of the second part, Pasco, Florida, party of the second part,

MILLPOND, that the said party of the first part, for and in consideration of the sum of One (\$1.00) and other valuable consideration ----- Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Pasco, State of Florida, to wit:

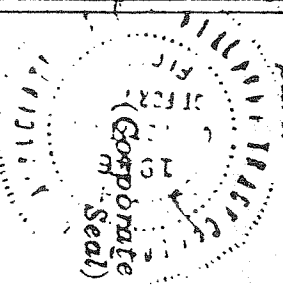
SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN.
THIS IS A DEED OF CONVENIENCE TO CORRECT SCRIVENER'S ERROR IN CONJUNCTION WITH THE RECORDING OF THE DECLARATION OF CONDOMINIUM OF MILLPOND TRACE, A CONDOMINIUM, PHASE I.

THE UNDERSIGNED CONDOMINIUM ASSOCIATION HEREBY RELEASES AND RECONVEYS TO THE DEVELOPER THE PROPERTY DESCRIBED IN EXHIBIT "A" AND IN CONSIDERATION HEREOF THE DEVELOPER HAS SIMULTANEOUSLY FILED AN AMENDMENT TO SAID DECLARATION AMENDING THE LEGAL DESCRIPTION OF THE PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

Executed by _____
and _____
By [Signature] Deputy Clerk

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, ~~attested~~ the day and year above written.



Attest: _____ Secretary

MILLPOND TRACE CONDOMINIUM ASSOCIATION, INC.
By [Signature] President.
RANBALL W. LAIRD

Signed, Sealed and Delivered in Our Presence:
[Signature]
[Signature]

County of _____

I Meredy Vertly that on this 17th day of September A. D. 1986

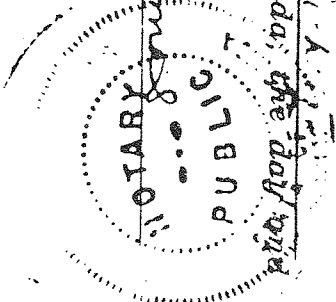
before me personally appeared Randall W. Laird ~~representing~~ President of MILLPOND TRACE CONDOMINIUM ASSOCIATION, INC., a corporation under the laws of the State of Florida, not for profit, to me known to be the persons described in and who executed the foregoing conveyance to PREMIERE GROUP, INC., a Florida corporation,

and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

~~Witness~~ my signature and official seal at Healbert A. Adams and State of Florida, the day and year last aforesaid.

My Commission Expires 12/05/87

Karen J. Thomas
Notary Public



Quit-Claim Deed
FROM CORPORATION
TO
Date

RECORD VERIFIED

JED PITTMAN

Dept. Secy. Court, Pasco County

[Signature]

281742
MILLPOND
SEP 29 6 38 PM '86

800-333-2000

MILLPOND TRACE, A CONDOMINIUM

PHASE I

285,000
K. Pittman
9/29/80

PREMIERE GROUP, INC., a corporation existing under the laws of the State of Florida, hereinafter referred to as the "Developer" hereby amends the Declaration for the above described condominium, said Declaration being recorded in the Official Records of Pasco County, Florida, at O.R. Book 1530, pages 0978 through 1001, hereinafter referred to as the "Original Declaration", as follows:

1. The Developer recites that the reduced copy of condominium plat containing the legal description submitted in the Original Declaration as set forth in Exhibit "A" to the Original Declaration is in error in that the same includes the street dividing the project, commonly known as Hardwick Drive. In lieu of such inclusion of such street within Phase I of the condominium project, the Developer has or will dedicate the same to Pasco County, Florida, as required by said local government.

2. In lieu of the original dedication, as attached to the Declaration of Condominium as Exhibit "A", the Developer recites and does hereby submit to condominium ownership, in accordance with the Original Declaration, and subject to all of the incidents and requirements thereof, the real property described in the attached Exhibit "A", which is a reduction of the correct condominium plat recorded in the Official Records of Pasco County, Florida, at Condominium Plat Book 3, pages 1 through 4.

3. The Developer recites that the error in the legal description is a scrivener's error and the correction will not change the configuration or size of any condominium unit nor materially alter or modify the appurtenances to any unit or change the proportion or percentage by which any unit owner shares in the common expenses or owns the common surplus. The Amendment made herein is made for the purpose of correcting the scrivener's error aforementioned and will conform the legal description as intended by the Developer, unit purchasers, and construction mortgagee.

4. The parties do hereby acknowledge that, to the extent the legal description in the original Exhibit "A" is in conflict with Exhibit "A" attached hereto, that the legal description in the attached Exhibit "A" is correct and that any overage or inconsistent legal description is hereby conveyed, deeded and transferred back to Developer, Premiere Group, Inc.

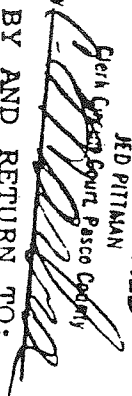
5. Millpond Trace Condominium Association, Inc., hereby joins in the execution of the amendment in behalf of itself and the prospective owners of condominium units in Millpond Trace, a Condominium, Phase I.

IN WITNESS WHEREOF, PREMIERE GROUP, INC., has caused these presents to be executed in its name by its properly authorized officer

RECORD VERIFIED

-1-

281743

By: 
JED PITTMAN
Clerk, Millpond Trace, Pasco County

PREPARED BY AND RETURN TO:
WILLIAM J. KIMPTON, ESQUIRE
KIMPTON & BURKE, P.A.
2901 U.S. Highway 19 North
Suite 203
Clearwater, Florida 33575

R

FILED FOR RECORD

SEP 29 6 38 PM '80

and its corporate seal be affixed hereto to 2 day of September, 1986.

Witnesses:

James Papp
James S. Rivera

PREMIERE GROUP, INC.

BY Randall W. Laird
RANDALL W. LAIRD,
Vice President

(CORPORATE SEAL)

MILLPOND TRACE CONDOMINIUM ASSOCIATION, INC.

BY: Randall W. Laird
RANDALL W. LAIRD,
President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DADE

Before me personally appeared Randall W. Laird, to me well known, and known to me to be the individual described in and who executed the foregoing instrument, as Vice President of the above-named PREMIERE GROUP, INC., a Florida corporation, and acknowledged to and before me that he executed such instrument as such Vice President, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

1986. WITNESS my hand and official seal this 16 day of September,

[Signature]
Notary Public
SEP 17 1986

My Commission Expires:

STATE OF FLORIDA
COUNTY OF DADE

3-2-86

Before me personally appeared Randall W. Laird, to me well known, and known to me to be the individual described in and who executed the foregoing instrument, as President of the above named MILLPOND TRACE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and acknowledged to and before me that he executed such instrument as such President, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

1986. WITNESS my hand and official seal this 16 day of September,

[Signature]
Notary Public

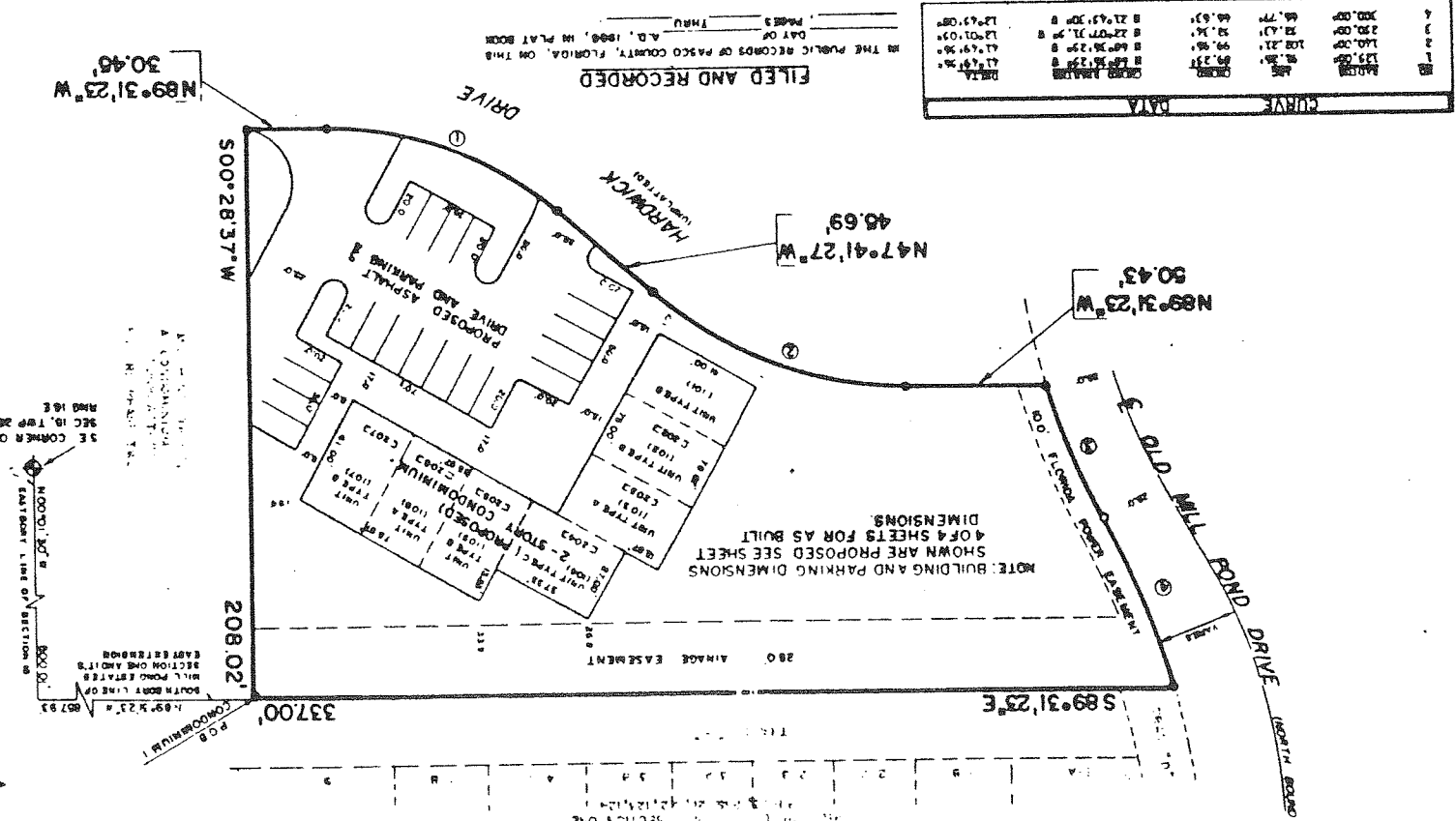
My Commission Expires:

Notary Public
My Commission Expires 3-2-86

MILLPOND TRACE, A CONDOMINIUM

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA.

CONDOMINIUM I (PHASE I)



NO.	BEARING	DIST.	AREA	PERCENT	AREA	PERCENT	AREA	PERCENT
1	N89°31'23"W	50.43	12.73	100.00	12.73	100.00	12.73	100.00
2	N47°41'27"W	48.69	12.73	100.00	12.73	100.00	12.73	100.00
3	S89°31'23"E	208.02	12.73	100.00	12.73	100.00	12.73	100.00
4	S00°28'37"W	500.28	12.73	100.00	12.73	100.00	12.73	100.00
5	N89°31'23"W	30.45	12.73	100.00	12.73	100.00	12.73	100.00

FILED AND RECORDED
 IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, ON THE
 DATE OF _____ THRU _____
 A.D. 1998, IN PLAT BOOK _____

RECORDED
 [Signature]
 [Stamp]

SECTION 1, DISTRICT 1
 5 DAY OF 5 P.M.
 [Text]

DESCRIPTION CONDOMINIUM I
 1. ALL LAND NOT INCORPORATED AS BUILT AND NOT DESIGNATED AS LIMITED COMMON ELEMENTS AND COMMON ELEMENTS.
 2. ALL LOTS OR GROUPS OF LOTS ARE SUBJECT TO EASEMENTS FOR BALTIMORE SERVICE UTILITIES OF POWER AND TELEPHONE SERVICE.
 3. CONDOMINIUM DIMENSIONS SHOWN HEREIN ARE TAKEN FROM ARCHITECTURAL PLAN.
 4. INDICATES PROPOSED AIRSPACE EASEMENTS (P.A.E.) ARE.
 5. INDICATES PROPOSED AIRSPACE EASEMENTS (P.A.E.) ARE.
 6. ELEVATION SHOWN HEREIN ARE REFERENCED TO M.S.L.
 7. 100' RECALCULATED UNIT NO. 1000

EXHIBIT "A"
 O.R. 1541 PG 0399

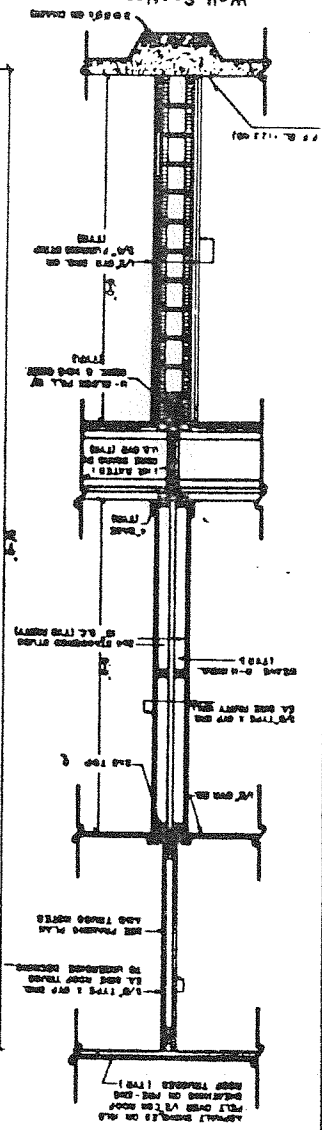
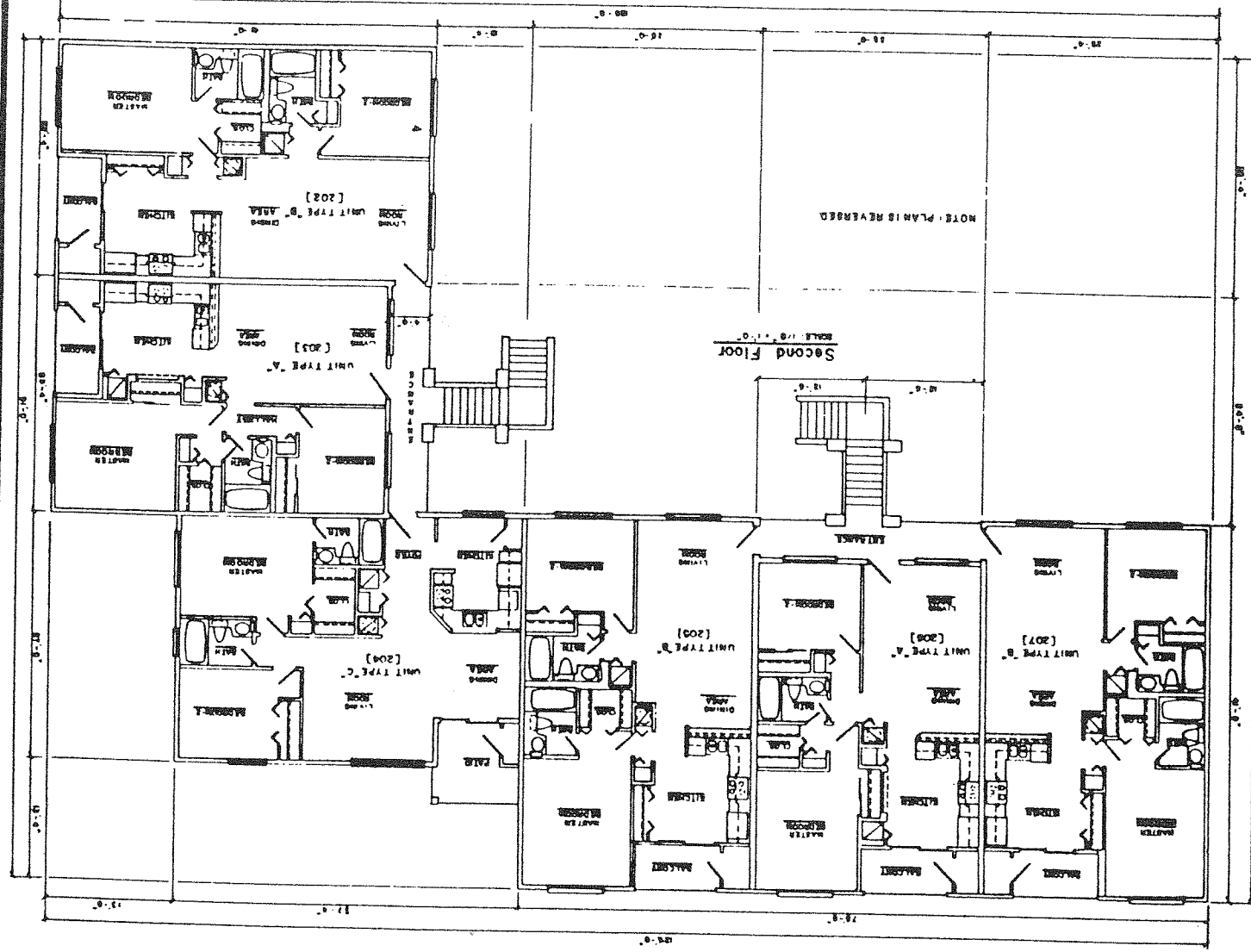
EXHIBIT "A"
 MILLPOND TRACE,
 A CONDOMINIUM
 PHASE I

MILLPOND TRACE, A CONDOMINIUM

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA

CONDOMINIUM 1 (Phase I)

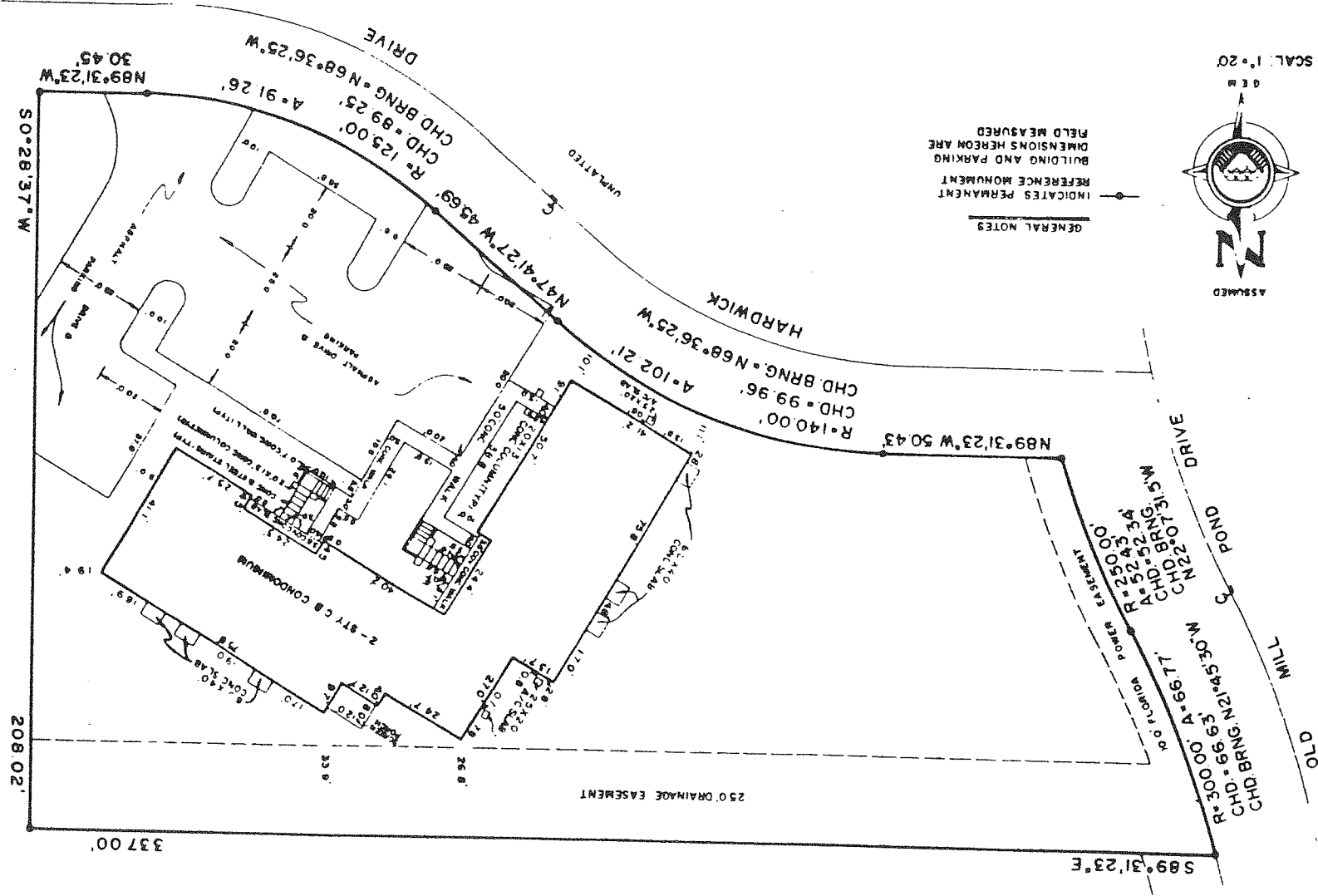
NOTE: ALL DIMENSIONS ARE TAKEN FROM ARCHITECTURAL PLANS



MILLPOND TRACE, A CONDOMINIUM

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA

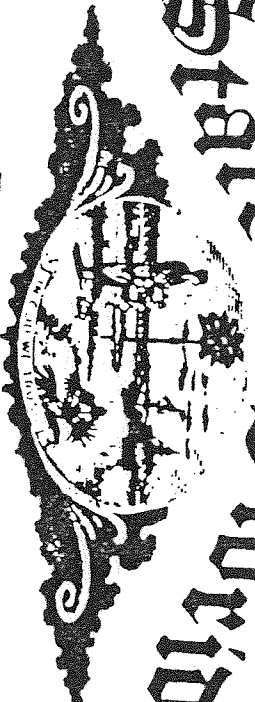
CONDOMINIUM, 1 (Phase I)



GENERAL NOTES
 INDICATES PERMANENT
 REFERENCE MONUMENT
 BUILDING AND PARKING
 DIMENSIONS HEREON ARE
 FIELD MEASURED



State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles
of Incorporation of Millpond Trace Condominium Association, Inc.

a corporation organized under the Laws of the State of Florida,
filed on June 3, 1986

The charter number for this corporation is N15211

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
3rd day of June, 1986



HP-104 CER-101

George Jirgstone
Secretary of State

ARTICLES OF INCORPORATION JUN 3 2 13 PM '86

SECRETARY OF STATE

MILLPOND TRACE
CONDOMINIUM ASSOCIATION, INC.

(a Florida not for profit corporation)

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

ARTICLE 1

NAME

The name of the corporation shall be MILLPOND TRACE
CONDOMINIUM ASSOCIATION, INC.

ARTICLE 2

DEFINITIONS

Section 2.1 The terms used in these Articles of Incorporation shall be defined in accordance with Chapter 718, Florida Statutes and as follows unless the context otherwise requires:

- (a) Articles: This document.
- (b) Association: Millpond Trace Condominium Association, Inc.
- (c) Board: The board of directors for the association.
- (d) Bylaws: The Bylaws of the association.
- (e) Condominium: Millpond Trace, a Condominium.
- (f) Condominium Act: Chapter 718, Florida Statutes.
- (g) Declaration: The Declaration of Condominium for the condominium.
- (h) Developer: Premiere Group, Inc.
- (i) Turnover: Where, as provided and allowed, by the Condominium Act and the Declaration, the developer has transferred control of the association to a board, the majority of whom have been elected by the members of the association.
- (j) Community Association: Millpond Estates Community Homeowners Association, Inc.
- (k) Community Board: The board of directors for Millpond Estates Community Homeowners Association, Inc.
- (l) Community Articles: Articles of Incorporation of the Millpond Estates Community Homeowners Association, Inc.

Section 2.2 Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

ARTICLE 3

PURPOSE

The purpose for which the association is organized is to pro-

EXHIBIT "D"

vide any entity for the operation of the condominium to be created pursuant to the Condominium Act.

ARTICLE 4

QUALIFICATIONS OF MEMBERS AND MANNER OF ADMISSION

Section 4.1 The members of the association shall constitute all the record owners of residential condominium units in the condominium.

Section 4.2 A change of membership in the association shall be established by recording in the public records of Pasco County, Florida, a deed or other instrument establishing record title to a condominium unit and the delivery to the association of a certified copy of such instrument. The owner designated by such instrument becomes a member of the association and the membership of the prior owner of such condominium unit shall thereupon be terminated.

ARTICLE 5

POWERS AND DUTIES

The association shall have the following powers:

Section 5.1 All of the powers and duties provided by Chapter 617, Florida Statutes (or its successors) to a corporation not for profit, except as limited by the Declaration, or the Bylaws.

Section 5.2 All of the powers and duties provided to a condominium association by the Condominium Act (including the operation of more than one condominium) except as may be limited by the Declaration, these Articles, or the Bylaws. Anything herein to the contrary notwithstanding however, any limitation of the Condominium Act provided in the Declaration, these Articles or the Bylaws, shall not be effective if inconsistent or in conflict with the provisions of the Condominium Act.

Section 5.3 The powers of the association shall specifically include the following:

- (a) adopt and amend Bylaws and rules and regulations;
- (b) adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from unit owners;
- (c) hire and terminate managing agents and other employees, agents, and independent contractors;
- (d) institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the condominium;
- (e) make contracts and incur liabilities;
- (f) regulate the use, maintenance, repair, replacement, and modification of common elements;
- (g) cause additional improvements to be made as part of the common elements;
- (h) acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property;
- (i) grant easements, leases, licenses, and concessions through or over the common elements;
- (j) impose and receive any payments, fees, or

charges for the use, rental, or operation of the common elements other than limited common elements described in the Declaration, and to collect and receive payments, fees, or charges exacted by the Community Association for the use, operation and maintenance of the recreational facilities and other community and common areas owned by the Community Association;

(k) impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and rules and regulations of the association;

(l) impose reasonable charges for the preparation and recordation of amendments to the Declaration, information supplied to sellers or prospective purchasers of a condominium unit, or preparation of statements of unpaid assessments;

(m) provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;

(n) exercise any other powers conferred by the Declaration or Bylaws;

(o) exercise all other powers that may be exercised in this State by legal entities of the same type as the association; and

(p) exercise any other powers necessary and proper for the governance and operation of the association.

Section 5.4 Except as limited by the Declaration, these Articles or the Bylaws, the powers and duties of the association may be effected through the actions of the board without the concurrence or ratification by the members of the association.

ARTICLE 6

CORPORATE EXISTENCE

The association shall have perpetual existence.

ARTICLE 7

SUBSCRIBERS

The names and addresses of the subscribers to these articles are:

NAMES:

ADDRESSES:

RANDALL W. LAIRD

7810 Hancock Street
New Port Richey, Florida 33552

DARLENE PITTMAN

7810 Hancock Street
New Port Richey, Florida 33552

JOYCE ALBRECHT

7810 Hancock Street
New Port Richey, Florida 33552

ARTICLE 8

BOARD OF DIRECTORS

Section 8.1 The affairs of the association shall be managed by the board. The number of directors on the board may be changed from time to time as provided by the Bylaws, but their number shall never be less than three nor more than nine.

Section 8.2 The unit owner directors of the board shall be

lected at the annual meeting of members of the association in the manner provided by the Bylaws.

Section 8.3 All members of the board elected by unit owners shall be members of the association, except as is provided in the Bylaws. Any member of the board appointed by the developer need not be a member of the association.

Section 8.4 The first election of directors to the board shall not be held until after the developer has closed the sale of, and the unit owners, other than the developer, own fifteen (15%) percent or more of the units that will be operated ultimately by the association, and at that time the unit owners, other than the developer, shall be entitled to elect not less than one-third of the members of the board of the association. The directors named in these Articles shall serve until the first election of directors and any vacancies shall be filled as is provided by the Bylaws.

Section 8.5 The names and addresses of the members of the first board are as follows:

NAMES:

ADDRESSES:

RANDALL W. LAIRD

7810 Hancock Street
New Port Richey, Florida 33552

DARLENE PITTMAN

7810 Hancock Street
New Port Richey, Florida 33552

JOYCE ALBRECHT

7810 Hancock Street
New Port Richey, Florida 33552

ARTICLE 9

OFFICERS OF ASSOCIATION

Section 9.1 The affairs of the association shall be administered by a president, a vice-president, a secretary and a treasurer, and such other officers as the board may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of president and vice-president.

Section 9.2 Officers of the association shall be elected by the board at its first meeting following the annual meeting of the members of the association, and shall serve at the pleasure of the board.

Section 9.3 The names of the officers who shall serve until their successors are designated by the board are as follows:

President:

RANDALL W. LAIRD

Secretary:

JOYCE ALBRECHT

Treasurer:

DARLENE PITTMAN

Section 9.4 The officers shall have such duties, responsibilities, and powers as provided by the Bylaws and the Condominium Act.

ARTICLE 10

INDEMNIFICATION

Every director and every officer of the association shall be indemnified by the association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the association, whether or not he is a director or officer at the time such expenses

REGARDING RIGHT OF JUDICIAL REVIEW AND REMEDIES TO WHICH SUCH DIRECTOR OR OFFICER MAY BE ENTITLED.

ARTICLE 11

BYLAWS

The board named in these Articles shall adopt Bylaws for the association. The Bylaws may be altered or rescinded by the board until a majority of the members of the board have been elected by the members of the association rather than developer appointed members of the board at which time the members of the association shall have the power to alter or rescind the Bylaws as further specified in the Bylaws.

ARTICLE 12

AMENDMENT TO ARTICLES

These Articles may be amended by the board until turnover of the association as provided by the Declaration and the Condominium Act has been effected. After turnover, these Articles shall be amended only by vote of a majority of the members of the association, at any meeting of the association duly called for such purposes and in conformance with the procedures for such meeting as is provided in the Bylaws; PROVIDED, HOWEVER, all proposed amendments to these Articles shall first be considered by the board at a duly constituted meeting with a majority of the board members voting to place the proposed amendment to these Articles before the membership of the association for adoption.

IN WITNESS WHEREOF, the subscribers have affixed their signatures hereto this 22 day of May, 1986.

Randall W. Laird
RANDALL W. LAIRD (SEAL)

Darlene Pittman
DARLENE PITTMAN (SEAL)

Joyce Albrecht
JOYCE ALBRECHT (SEAL)

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing Articles of Incorporation were acknowledged before me this 27th day of MAY, 1986, by RANDALL W. LAIRD, DARLENE PITTMAN, and JOYCE ALBRECHT.

Judith S.
Notary Public - State of Florida

My Commission Expires: 1
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 22, 1990
BONDED THROUGH NOTARY PUBLIC UNDER LETTERS

JUN 23 PM '06

SECRETARY OF STATE


CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the
following is submitted:


Name of Corporation: MILLPOND TRACE CONDOMINIUM ASSOCIATION, INC.
Registered Office Address: 7810 Hancock Street
New Port Richey, Florida 33552
Registered Agent: Randall W. Laird

The above corporation at its listed Registered Office address
hereby names the individual listed above as its agent to accept ser-
vice of process within the State of Florida.

Dated: 5-27-06


Randall W. Laird, Subscriber


Darlene Pittman, Subscriber


Joyce Albrecht, Subscriber

ACKNOWLEDGEMENT

Having been named to accept service of process for the above-
stated corporation, at place designated in this certificate, I hereby
accept to act in this capacity, and agree to comply with the provi-
sions of all statutes relative to the proper and complete performance
of my duties.



RANDALL W. LAIRD, Registered Agent

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**BYLAWS
OF**

MILLPOND TRACE CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit
under the laws of the State of Florida

**ARTICLE 1
GENERAL**

Section 1.1 **IDENTIFY.** These are the Bylaws of Millpond Trace Condominium Association, Inc., hereinafter called the "association", a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapters 617 and 718, Florida Statutes. Chapter 718, Florida Statutes is hereinafter referred to as the "Condominium Act."

Section 1.2 **FISCAL YEAR.** The fiscal year of the association shall be as is determined by the board of directors.

Section 1.3 **SEAL.** The seal of the association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

Section 1.4 **DEFINITIONS.** The terms used herein shall be as defined in the Condominium Act, the Declaration of Condominium for MILLPOND TRACE, a Condominium, and the Articles of Incorporation for the association.

ARTICLE 2

BOARD OF DIRECTORS

Section 2.1 **NUMBER AND QUALIFICATION.**

(a) The affairs of the condominium and the association shall be governed by a board of directors consisting of no less than three members and no more than nine (9) persons, all of whom, excepting the members of the board of directors elected by the developer, shall be unit owners. Should any unit be owned by the partnership or corporation, in a fiduciary capacity or otherwise, any shareholder, director, officer, general partner or employee of such owner shall be eligible to serve as a director. At any meeting at which directors are to be elected, the unit owners may, by resolution, adopt specific procedures for conducting such elections, not inconsistent with these Bylaws or the corporation statutes of the State of Florida.

(b) The terms of at least one-third of the members of the board of directors shall expire annually.

Section 2.2 **VACANCY AND REPLACEMENT.** If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred; provided,

EXHIBIT "F"

however, during such time as the developer shall be entitled to elect members of the board, only the developer may remove or replace directors appointed by it.

Section 2.3 REMOVAL. Except as provided herein, directors may be removed, with or without cause, by an affirmative vote of a majority of the members at any regular or special meeting of the membership of the association.

Section 2.4 INITIAL BOARD OF DIRECTORS. The directors of the initial board shall hold office and exercise all powers of the board until the first election of the board, anything herein to the contrary notwithstanding; provided any or all said directors shall be subject to replacement in the event of resignation or death, as above provided.

Section 2.5 POWERS OF BOARD OF DIRECTORS.

(a) The board shall effect all of the powers granted to the association by Chapter 617, Florida Statutes, by the Condominium Act, the Declaration or as granted by Article 5 of the Articles of Incorporation of the association, except as may be specifically prohibited therein or by these Bylaws. Anything herein to the contrary notwithstanding however, any limitation of the Condominium Act provided in the Declaration, the Articles or the Bylaws, shall not be effective if inconsistent or in conflict with the provisions of the Condominium Act.

(b) The board has the power to adopt and amend rules and regulations (the "regulations") as authorized by Section 5.3 (a) of the Articles, except the power to adopt or amend the regulations shall be limited so that all regulations and their amendments (except the initial regulations and their amendments repealed if written notice of an objection to any regulation or amendment is filed by a majority of the members within ninety days after notice of the adoption of the regulation or amendment is furnished to the members. The regulations of the association, until amended, shall be set forth in Exhibit "1" attached hereto by reference. Amended regulations shall be maintained by the Secretary and furnished to each member when changed by the board.

(c) The directors may, pursuant to Florida Statutes 617.10 (3) impose fines in such reasonable sums as they deem appropriate, not to exceed fifty dollars against unit owners for violations of the condominium documents, including the rules and regulations, by owners or their guests or lessees and to collect the same as an assessment. Each day of violation shall be a separate violation. No fine shall be imposed until the owner(s) has been given an opportunity to be heard before the board.

Section 2.6 MEETINGS.

(a) The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical.

(b) Any director may, at any time, waive notice of any meeting of the board of directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board of directors shall constitute a waiver of notice by him of the time and place thereof.

(c) Special meetings of the board may be called by the president on five days' notice to each director. Special meetings shall be called by the president or secretary in a like manner and like notice on the written request of three directors.

(d) Notwithstanding the requirements as to notice contained above, all meetings of the board shall be open to members of

the association and notices of such meetings stating the place and time thereof shall be posted conspicuously at least forty-eight hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of any emergency such notice shall not be required. When the board of directors shall consider assessments against members, the notice of meeting shall contain a statement that proposed assessments are an agenda item and shall describe the nature of the

(e) At all meetings of the board, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at the meeting at which there is a quorum shall be the act of the board except as may be otherwise specifically provided by statute or by these Bylaws. If a quorum shall not be present in any meeting of the board, the directors present at the meeting may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

(f) Each director shall have one vote and such voting may not be by proxy.

(g) Meetings of the board may be held by "conference call" so long as all those in attendance at the meeting are able to hear and monitor (by loud speaker or other device) the entire board meeting and the notice requirements of the section are satisfied.

Section 2.7 ORDER OF BUSINESS. The order of business at all meetings of the board shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of last meeting.
- (d) Consideration of communications.
- (e) Resignations and elections.
- (f) Reports of officers and employees.
- (g) Reports of committees.
- (h) Unfinished business.
- (i) Original resolutions and new business.
- (j) Adjournment.

Section 2.8 COMPENSATION. No person shall receive any compensation from the association for acting as a director.

Section 2.9 ANNUAL STATEMENT. The board will present, not less often than at the annual meeting, a full and clear statement of the business and condition of the association.

ARTICLE 3

OFFICERS

Section 3.1 DESIGNATION. The principal officers of the association shall be the president, the vice-president, the secretary and the treasurer, all of whom shall be elected by the board of directors. The board of directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The president and vice-president, but no other officers, need be members of the board of directors. Any two officers may be held by the same person, except the offices of president and vice-president. The office of vice-president may be vacant.

Section 3.2 ELECTION OF OFFICERS. The officers of the association shall be elected annually by the board of directors at the organizational meeting of each new board of directors and shall hold office at the pleasure of the board of directors.

Section 3.3

REMOVAL OF OFFICERS. Upon the affirmative vote of

a majority of the members of the board of directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the board of directors, or at any special meeting of the board of directors called for that purpose.

Section 3.4 **PRESIDENT.** The president shall be the chief executive officer of the association. He shall preside at all meetings of the members and of the board of directors. He shall have all of the general powers and duties which are incident to the office of president of a not for profit corporation organized under the laws of the State of Florida, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the association.

Section 3.5 **VICE PRESIDENT.** The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice-president is able to act, the board of directors shall appoint some other member of the board of directors to act in the place of the president, on an interim basis. The vice-president shall also perform such other duties as shall from time to time be imposed upon him by the board of directors or by the president.

Section 3.6 **SECRETARY.** The secretary shall keep the minutes of all meetings of the members and the board of directors; he shall have charge of such books and papers as the board of directors may direct; and he shall, in general, perform all the duties incident to the office of secretary of a not for profit corporation organized under the laws of the State of Florida.

Section 3.7 **TREASURER.** The treasurer shall have the responsibility for association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the board of directors, and he shall, in general, perform all the duties incident to the office of treasurer of a not for profit corporation organized under the laws of the State of Florida. He may endorse on behalf of the association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the association in such banks as the board may designate. He may have custody of and shall have the power to endorse for other investment instruments owned or controlled by the association, or as fiduciary for others.

Section 3.8 **AGREEMENTS, CONTRACTS, DEEDS, CHECKS, etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the association shall be executed by any officer of the association or by such person or persons as may be designated by the board of directors.

ARTICLE 4

MEMBERSHIP

Section 4.1 **ASSOCIATION MEMBERSHIP.** Each owner of a condominium unit shall be a member of the association and the unit owner(s) of each condominium unit shall be entitled to cast one vote for each unit owned.

Section 4.2 **VOTING MEMBERS.** If only one of the multiple owners of a unit is present at a meeting of the association, he is entitled to cast the vote allocated to that unit. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with their unanimous agreement. There is unanimous agreement if any one of the multiple owners casts the vote allocated to that unit without protest being promptly to the person presiding over the meeting by any of the other owners of the unit.

Section 4.3 **CORPORATE AND PARTNERSHIP OWNERSHIP.** A corporate unit owner's vote may be cast by any officer of such corporation in the absence of express notice of the designation of a specific person by the board of directors or Bylaws of the owning corporation. A partnership in the absence of express notice of the designation of a specific person by the owning partnership. The directors may require reasonable evidence that a person voting on behalf of a corporate owner or partnership owner is qualified so to vote.

ARTICLE 5

MEETING OF MEMBERSHIP

Section 5.1 **ANNUAL MEMBERS' MEETING.** The annual members' meeting shall be held at a time and place designated by the board. The meeting shall be held in January of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

Section 5.2 **SPECIAL MEETINGS.**

(a) Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president and shall be called by the president or secretary at the request, in writing, of one-third of the members. Such request shall state the purpose or purposes of the proposed meeting.

(b) Business transacted at all special meetings shall be confined to the subjects stated in the notice thereof.

Section 5.3 **RIGHT TO VOTE.**

(a) At any meeting of the members, every vote may be cast in person or by written proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy, and any adjournments thereof but in no event shall any proxy be valid for a period longer than ninety days after the date of the first meeting for which it was given, and must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting.

(b) The appearance at any meeting of any member of the association who has previously designated a proxy shall automatically revoke and terminate a proxy previously given by such member.

Section 5.4 **VOTE REQUIRED TO TRANSACT BUSINESS.** When a quorum is present at any meeting, the majority of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration of Condominium, or of these Bylaws, a different vote is required; in which case such express provision shall govern and control the decision of such question.

Section 5.5 **QUORUM.** A quorum at members' meetings shall consist of persons entitled to cast majority of the votes of the entire membership of the association, including those members present in person and those represented by written proxy.

Section 5.6 **WAIVER AND CONSENT.** Whenever the vote of members at a meeting is required or permitted by any provision of the Florida Statutes or of these Bylaws to be taken in connection with any action of the association, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting if such a meeting were held, shall consent in writing to such action being taken.

Section 5.7 **THE ORDER OF BUSINESS.** The order of business at annual members' meetings, and as far as practical at other members'

meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice and meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

Section 5.8 ELECTION OF NEW DIRECTORS. Within sixty days after unit owners other than the developer are entitled to elect a member or members of the board (as defined by Section 718.301 of the Condominium Act) the association shall call and give not less than thirty days nor more than forty days' notice of a membership meeting to be held for the purpose of electing such new directors. Such meeting may be called and notice given by any unit owner if the association shall fail to do so in the time required.

Section 5.9 TURNOVER MEETING. Prior to, or not more than sixty days after unit owners other than the developer are entitled to elect a majority of the members of the board, a membership meeting shall be held for the purpose of relinquishing control of the association from the developer to the members and to delivering to the association the property of the unit owners and of the association held by or controlled by the developer. In determining the number of members to require such a mandatory turnover, all proposed phases to the condominium development shall be considered, unless the Developer shall have given notice of his intention not to develop future phases. This provision may be waived by the Developer.

ARTICLE 6

NOTICES

Section 6.1 DEFINITION. Whenever, under the provisions of the Florida Statutes or of these Bylaws, notice is required to be given to any director or member, it shall not be construed to mean a personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid envelope addressed to the address of the director or member as it appears on the books of the association.

Section 6.2 SERVICE OF NOTICE: WAIVER. Whenever any notice is required to be given under the provisions of the Florida Statutes or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time or stated therein, shall be deemed the equivalent thereof.

Section 6.3 NOTICE. Written notice of any annual or special meeting of members, stating time, place and objective thereof, together with all of the names of the candidates for board membership, if applicable, shall be served upon or mailed to each member entitled to vote at such address as appears on the books of the association. As to any annual meeting, fourteen days' advance written notice shall be given to each member. The post office certificate of mailing shall be retained as proof of such mailing. In addition, such notice shall be posted in a conspicuous place on the condominium property at least fourteen days prior to such meeting. As to any special meeting, five days' advance written notice shall be given to each member. Notice to members of board meetings shall be as is provided by Section 2.6 of these Bylaws.

Section 6.4 ACTION BY ASSOCIATION WITHOUT A MEETING. Any action required by Florida Statutes, these Bylaws, or the Articles of

Incorporation of this association to be taken at any annual or special meeting of members of the association, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the members of the association having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the members entitled to vote thereon were present and voted.

ARTICLE 7

FISCAL MANAGEMENT

Section 7.1 ACCOUNTS. The receipts and expenditures of the association shall be credited and charged to accounts under the following classifications as shall be appropriate:

- (a) Receipts from assessments and other sources;
 - (b) Costs for security;
 - (c) Professional and management fees and expenses;
 - (d) Taxes;
 - (e) Costs for recreation facilities;
 - (f) Expenses for refuse collection and utility services;
 - (g) Expenses for lawn care;
 - (h) Costs for building maintenance and repair;
 - (i) Insurance costs;
 - (j) Administrative and salary expenses; and
 - (k) General reserves, maintenance reserves, and depreciation reserves.
- (l) Community Association expenses.

Section 7.2 BUDGET. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for reserves. Such budget shall include maintenance, management and operation expense, as to the proportionate share thereof, as shall be owing by the unit owners in MILLPOND TRACE. The adoption of a budget shall comply with the requirements hereinafter set forth:

(a) Notice of Meeting. A copy of the proposed budget of common expenses shall be mailed to each unit owner not less than thirty days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

(b) Proposed Annual Budget. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classification including, as appropriate, the items required by Section 718.504 (20) of the Condominium Act. Additionally, the budget shall reflect reserve accounts for capital expenditures and deferred maintenance, including but not limited to, roof replacement, building maintenance, including resurfacing. Reserves as described herein shall include reserves may be required and budgeted by the Community Association, as to the proportionate share owed by unit owners in MILLPOND TRACE. The reserve accounts established shall be computed by formula which is based on the estimated life and estimated replacement cost of each

reserve item. In the event the members have determined by a vote of the majority of the members present at a properly called meeting to provide no reserves or to provide reserves less than adequate than required herein, the requirement for reserve accounts shall not be applicable to the extent the members so acted.

(c) **Adoption of Budget by Unit Owners.** If a budget is adopted by the board of directors which required assessments against the unit owners in any year exceeding one hundred fifteen (115%) percent of such assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held within thirty days of delivery of such application to the board of directors or any member thereof. A notice of the special meeting shall be given to all unit owners not less than ten days prior to the special meeting. The notice to the unit owners shall state that the purpose of the meeting is to consider and adopt a budget by the unit owners. The adoption of the budget by the unit owners shall require the affirmative vote of not less than a majority of all unit owners.

(d) **Approval of Budget by Unit Owners.** Notwithstanding the foregoing, the board of directors may propose a budget to the unit owners at a meeting of members at which a quorum is present in person or by proxy or by writing and if such budget or proposed budget be approved by a majority of the unit owners at the meeting or by a majority of their whole number by writing, such budget shall be adopted.

(e) **Limitation.** So long as developer is in control of the board of directors of the association, such board shall not impose an assessment for any year greater than one hundred fifteen (115%) percent of the prior year's assessment, as hereinafter defined, without the approval of a majority of the unit owners.

(f) **Computation of Budget Limitation.** In determining whether a budget requires assessment against unit owners in any year exceeding one hundred fifteen (115%) percent of assessments for the preceding year, there shall be excluded in the computations for provision for reasonable reserves made by the board of directors for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, and assessments for betterments to the condominium property.

(g) **Insufficient Annual Assessments.** In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors, providing the total assessments against the unit owners, including those as a result of the amended budget, do not exceed one hundred fifteen (115%) percent of the assessments against unit owners for the preceding year as computed according to Section 7.2 (f) of this Article. In the event the amended budget shall cause increase in the total assessments against the unit owners in excess of one hundred fifteen (115%) percent of said assessment for the preceding year, then the provisions of this Section 7.2 shall apply prior to the amended budget becoming effective.

(h) **Special Assessments.** At certain times the necessity will arise to perform certain maintenance to the buildings, roadways, improvements, facilities, or structures comprising the condominium property, PROVIDING said maintenance and repair is not the result of an emergency, then in such event such maintenance and repair shall be anticipated and budgeted in the annual report for the year within which the work will be done. If the reserve funds maintained by association are inadequate to defray the cost of any such maintenance and repair or in the event the provisions for reserves have been deleted pursuant to Section 7.2 (b), the board of directors shall have the authority to levy a special assessment to pay said cost. The amount of such special assessment shall be apportioned among the owners of all units so that the amount to be paid by the owner or

Owners of each unit shall be that portion of such special assessment which bears the same ratio to said elements appurtenant to each unit as each unit bears to the total undivided interest in common elements appurtenant to all units.

(i) **Furnishing of Financial Statements.** Within sixty days following the end of the fiscal or calendar year, the board of directors shall mail, or furnish by personal delivery to each member of the association a complete financial report of the actual receipts and expenditures for the prior twelve months. The report shall show the amounts of receipts by account and receipt classifications and shall show the amounts of expenses by account and expense classifications. Any holder of a first mortgage on a unit in the condominium shall be entitled, upon written request a copy of the condensed financial statement.

Section 7.3 **ASSESSMENTS.** Assessments against the unit owners for their shares of the items of the budget shall be made against unit owners on an annual basis in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Such annual assessment shall be divided into monthly installments and the payment shall be due on the first day of each month and shall be in default if not paid by the tenth day of each month. Each assessment against a unit shall also be the personal obligation of the owner at the time the assessment fell due. Such personal obligation shall not pass to successors in title unless assumed by them, or required by applicable law.

Section 7.4 **WORKING CAPITAL FUND.** The developer, as the agent of the board will collect from each initial purchaser at the time of settlement a "working capital fund" equivalent to twice the estimated monthly assessment for common expenses for such purchaser's unit. The developer will deliver the funds so collected to the board to provide the necessary working capital for the association. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the board may determine.

Section 7.5 **DEPOSITORY.** The depository of the association shall be such financial institutions as shall be designated from time to time by the directors and in which the monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

Section 7.6 **AUDIT.** An audit of the accounts of the association may be made from time to time as directed by the board of directors. A copy of any audit report received as a result of an audit shall be made available for inspection by unit owners and a copy of any such audit report shall be furnished to unit owners upon request. The board shall cause annual financial reports to be prepared and available as required under Florida Statute 718.111 (13).

ARTICLE 8

COMPLIANCE AND DEFAULT

Section 8.1 **RELIEF.** Each unit owner shall be governed by, and shall comply with, all of the terms of the Declaration, Articles, these Bylaws, and the Condominium Act. In addition to the remedies provided by the condominium documents and the Condominium Act, default by a unit owner shall entitle the association, acting through its board of directors or through its authorized agent, to the following relief:

(a) **Additional Liability.** Each unit owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not

Covered by the proceeds of insurance carried by the association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) **Costs and Attorney's Fees.** In any proceedings arising out of any alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) **No Waiver of Rights.** The failure of the association, the board or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents or the Condominium Act shall not constitute a waiver of the right of the association, the board or the unit owner to enforce the right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the association, the board or any unit owner pursuant to any term, provision, covenant or condition of the condominium documents or the Condominium Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the condominium documents or the Condominium Act or a law or in equity.

(d) **Interest.** In the event of a default by any unit owner in paying any sum assessed against his condominium unit within ten days from when it is due, interest at the highest rate allowable under the laws of the State of Florida may be imposed in the discretion of the board on the principal amount unpaid from the date due until paid.

(e) **Abating and Enjoining Violations by Unit Owners.** The violation of any of the rules and regulations adopted by the board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Condominium Act shall give the board the right, in addition to any other rights set forth in these Bylaws: (i) to enter the unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting unit owner, any structure, thing or violation that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(f) **Legal Proceedings.** Failure to comply with any of the terms of the condominium documents shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the association, the board, the managing agent or, if appropriate, by any aggrieved unit owner and shall not constitute an election of remedies.

Section 8.2 **LIEN FOR ASSESSMENTS.**

(a) **Lien.** The total annual assessment of each unit owner for common expenses or any special assessment, including the proportionate share owed by each unit owner to the Community Association, or any other sum duly levied (including without limitation fines, interest, late charges, etc.), made pursuant to these Bylaws, is hereby declared to be a lien levied against the condominium unit of such unit owner as provided in Section 718.116 of the Condominium Act, which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the association and, as to special assessments and other sums duly levied, on the first day of the

next month which begins more than seven days after delivery to the unit owner of notice of such special assessment or levy. The board or its agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.

(b) **Acceleration.** In any case where an assessment against a unit owner is payable in installments, upon a default by such unit owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the board, and the entire balance of the quarterly assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting unit owner and his mortgagee by the board or the agent of the board.

(c) **Enforcement.** The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the State of Florida, by action in the name of the board, or the authorized agent of the board, acting on behalf of the association. During the pendency of such suit the unit owner shall be required to pay a reasonable rental for the unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver.

SUBORDINATION AND MORTGAGE PROTECTION.

Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such unit pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of such subsequent assessment, which lien shall have the same effect and be enforce in the same manner as provided herein. Anything herein to the contrary notwithstanding, prior to recording a claim of lien, the association shall give all institutional mortgagee(s) notice of the lien and a period of ten days in which to cure any default alleged in the claim of lien by the association.

ARTICLE 9

INSURANCE

Section 9.1 AUTHORITY TO PURCHASE; NOTICE.

(a) Except as may be otherwise provided in the condominium documents, all insurance policies or bonds relating to the condominium property shall be purchased by the board as a common expense. The board shall maintain in effect casualty and liability insurance and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements. The board, the managing agent (if any) and the developer shall not be liable for failure to obtain any coverage required by this Article 9 or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at a demonstrably unreasonable cost.

(b) Each such policy or bond shall provide that:

(1) The insured waives right to claim by way of subrogation against the developer, the association, the board, the managing agent (if any) or the unit owners, and their respective agents, employees, guests and, in the case of the unit owners, the

members of their households;

(2) Such policy shall not be cancelled, invalidated or suspended due to the conduct of any unit owner (including his invitees, agents and employees) or of any member, officer or employee of the board or the managing agent (if any) without a prior demand in writing that the board or the managing agent (if any) cure the defect and neither shall have so cured such defect within sixty days after such demand;

(3) Such policy or bond may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at lease sixty days' prior written notice to the board or the managing agent (if any) and, in the case of physical damage insurance, to all mortgagees.

(c) The developer, so long as developer shall own any unit, shall be protected by all such policies as a unit owner.

(d) All policies of insurance shall be written by reputable companies licensed to do business in the State of Florida. Physical damage policies shall be in form and substance and with carriers acceptable to mortgagees holding a majority of the mortgages (based upon one vote for each mortgage owned).

(e) The deductible, if any, on any insurance policy purchased by the board shall be a common expense, except where the claim is for components of a unit.

(f) All policies of insurance shall show the Association as named insured, for the use and benefit of the individual unit owners.

(g) The "loss payable" clause should show the owners' association or the insurance trustee as a trustee for each unit owner and the holder of each unit's mortgage.

(h) All policies must also contain the standard mortgage clause and must name as mortgagee either FNMA or the servicer for the mortgages held by FNMA on units in the project. When a servicer is named as the mortgagee, its name should be followed by the phrase "its successors and assigns."

Section 9.2

PHYSICAL DAMAGE INSURANCE.

(a) The board shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable), debris removal, cost of demolition and water damage endorsements, insuring the entire condominium property (including all of the units and the bathroom and kitchen fixtures initially installed therein by the developer and the replacements thereto installed by the developer but not including furniture, wall coverings, furnishings or other personal property supplied or installed by unit owners), together with all air-conditioning and heating equipment and other service machinery contained therein, personal property and supplies belonging to the Association, and covering the interests of the association, the board and all unit owners and their mortgagees, as their interests may appear, (subject, however, to the loss payment and adjustment provisions in favor of the board as insurance trustee contained in Section 9.6), in an amount equal to one hundred (100%) percent of the then current replacement cost of the condominium property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the board with the assistance of the insurance company affording such coverage).

(b) Such policy shall also provide:

(1) A waiver of any right of the insurer to

repair, rebuild or replace any damage or destruction, if a decision is made pursuant to these Bylaws not to do so;

(2) To the extent available, the following provisions or endorsements (or equivalent): (i) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or unit owner or their agents when such act or neglect is not within the control of the insured, or the unit owners collectively; nor by any failure of the insured, or the unit owners collectively, to comply with any warranty or condition with regard to any portion of the condominium over which the insured, or the unit owners collectively, have no control; (ii) "contingent liability from operation of building laws or codes"; (iii) "increased cost of construction" or "condominium replacement cost"; (iv) "agreed amount" or elimination of co-insurance clause; and (v) "construction code endorsements" if any applicable construction code provision requires changes to undamaged portions of the buildings even when only part of the condominium property is destroyed by an insured hazard; (vi) that any applicable insurance trust agreement will be recognized; and

(3) That any "no other insurance" clause expressly exclude individual unit owners' policies from its operation so that the physical damage policy purchased by the board shall be deemed primary coverage and any individual unit owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the board hereunder provide for or be brought into contribution with insurance purchased by individual unit owners or their mortgagees, unless otherwise required by law.

(c) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any mortgagee requesting the same, at least thirty days prior to expiration of the then current policy. Prior to obtaining any policy of physical damage insurance or any renewal thereof the board shall obtain an appraisal from an insurance company, or such other source as the board may determine, of the then current replacement cost of the condominium property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this Section 9.2. All mortgagees shall be notified promptly of any event giving rise to a claim under such policy arising from damage to the common elements in condominium property. The mortgagee of a unit shall be notified promptly of any event giving rise to a claim under such policy arising from damage to such unit.

Section 9.3 LIABILITY INSURANCE. The board shall obtain and maintain comprehensive general liability (including bodily injury, and employment contract liability, libel, slander, false arrest and invasion of privacy coverage and errors and omissions coverage for directors) and property damage insurance with coverage of at least One Million (\$1,000,000.00) Dollars for bodily injury and property damage or for such additional amounts as the board may from time to time determine, insuring each member of the board, the managing agent (if any), each unit owner and the developer against any liability to the public or to the unit owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the common elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the association; (iv) deletion of the normal products exclusion with respect to events sponsored by the association; and (v) a "severability of interest" endorsement which shall preclude the

insurer from denying liability to a unit owner because of negligent acts of the association or of another unit owner. The board shall review such limits once each year, but in no event shall such insurance be less than One Million (\$1,000,000.00) Dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of primary limits shall also be obtained in an amount not less than Three Million (\$3,000,000.00) Dollars.

Section 9.4 OTHER INSURANCE. The board shall obtain and maintain:

(a) Adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the association and all others who handle, or are responsible for handling, funds of the association, including the managing agent (if any). Such fidelity bonds shall: (i) name the association as an obligee; (ii) be written in an amount not less than one-half ($\frac{1}{2}$) the total annual condominium assessments for the year (but if the condominium contains more than 50 units, in an amount not less than Ten Thousand (\$10,000.00) Dollars for each person covered); and (iii) contains waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(b) If required by any government or quasi-governmental agency flood insurance in accordance with the then applicable regulations of such agency;

(c) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law;

(d) Broad form machinery and pressure vessel explosion insurance (if applicable) in an amount not less than Five Hundred Thousand (\$500,000.00) Dollars per accident per location; and

(e) Such other insurance as the board may determine or as may be requested from time to time by a majority of the unit owners.

Section 9.5 SEPARATE INSURANCE. Each unit owner shall have the right, at his own expense, to obtain insurance for his own unit and for his own benefit and to obtain insurance coverage upon his personal property, for his personal liability, upon any improvements made by him to his unit under coverage normally called "improvements and betterments coverage"; provided, however, that no unit owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the board, on behalf of all unit owners, may realize under any insurance policy maintained by the board or to cause any insurance coverage maintained by the board to be brought into contribution with insurance coverage obtained by a unit owner. All such policies shall contain waivers of subrogation. No unit owner shall obtain separate insurance policies on the condominium except as provided in this Section 9.5.

Section 9.6 INSURANCE TRUSTEE.

(a) All physical damage insurance policies purchased by the board shall be for the benefit of the association, the unit owners, their mortgagees and the developer, as their interests may appear, and shall provide that all proceeds of such policies shall be paid in trust to the board as "insurance trustee" to be applied pursuant to the terms of Article 10.

(b) The sole duty of the board as insurance trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere state in these Bylaws, for the benefit of the insureds and their beneficiaries thereunder.

ARTICLE 10

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 10.1 WHEN REPAIR AND RECONSTRUCTION ARE REQUIRED.

Except as otherwise provided in Section 10.4, in the event of damage to or destruction of all or any part of a building located on condominium property as a result of fire or other casualty, the board shall arrange for and supervise the prompt repair and restoration of the building (including any damage units, and the floor coverings, kitchen or bathroom fixtures and appliances initially installed therein by the developer, and replacements thereof installed by the developer, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the owners in the units). Notwithstanding the foregoing, each unit owner shall have the right to supervise the redecorating of his own unit.

Section 10.2 PROCEDURE FOR RECONSTRUCTION AND REPAIR.

(a) **Cost Estimates.** Immediately after a fire or other casualty causing damage to any portion of a building located on condominium property, the board shall obtain reliable and detailed estimates of the cost of repairing and restoring such portion (including any damaged units and any floor coverings and kitchen and bathroom fixtures and appliances initially installed by developer, and the replacements thereof installed by the developer, but not including any other furniture, furnishings, fixtures or equipment installed by the unit owner in the unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds by the board as insurance trustee determines to be necessary.

(b) **Assessments.** If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a common expense and a special assessment therefore shall be levied.

(c) **Plans and Specifications.** Any such reconstruction or repair shall be substantially in accordance with the original construction of the condominium property, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible.

Section 10.3 DISBURSEMENTS OF CONSTRUCTION FUNDS.

(a) **Construction Fund and Disbursement.** The proceeds of insurance collected on account of casualty, and the sums received by the board as insurance trustee from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the estimated cost of reconstruction and repair is less than Fifty Thousand (\$50,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon order of the board; provided, however, that upon request of twenty (20%) percent of the mortgagees (based upon one vote for each mortgage owned), such fund shall be disbursed pursuant to paragraph (2).

(2) If the estimated cost of reconstruction and repair is Fifty Thousand (\$50,000.00) Dollars or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Florida and employed by the board as insurance trustee to supervise such work, payment to

be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and material furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating that: (i) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction remaining after payment of the sum so requested.

(b) **Surplus.** The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be divided among all unit owners in proportion to their undivided interest of the common elements and shall be distributed in accordance with the priority of interests at law or in equity in each unit.

(c) **Common Elements.** When the damage is to both common elements and units, the insurance proceeds shall be applied first to the cost of repairing those portions of the common elements which enclose and service the units, then to the cost of repairing the other common elements and thereafter to the cost of repairing the units.

(d) **Certificate.** The board as insurance trustee shall be entitled to rely upon a certificate executed by the president or vice-president, and the secretary, certifying: (i) whether the damaged condominium property is required to be reconstructed and repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund whether surplus funds to be distributed are less than the assessments paid by the unit owners; and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the board as insurance trustee promptly after request.

Section 10.4 **WHEN RECONSTRUCTION IS NOT REQUIRED.** In the event the board elects not to repair insubstantial damage to the common elements, the board shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the condominium property and the balance of any insurance proceeds received on account of such damage shall be distributed among all unit owners in proportion to their respective undivided interest of the common elements. If the condominium shall be terminated pursuant to Section 718.117 of the Condominium Act, the net assets of the condominium together with the net proceeds of insurance policies, if any, shall be divided by the board as insurance trustee among all unit owners in proportion to their respective undivided interest of the common elements, after first paying out of the share of each unit owner, to the extent sufficient therefor, the amount of any unpaid liens on his unit in the order of priority of such liens.

Section 10.5 **MORTGAGE PROVISIO.** Anything in this Article 10 to the contrary notwithstanding, mortgagee(s), as their interests appear, shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgage unit in the same share as the share in the common elements appurtenant to such unit, in the event: (a) its mortgage is not in good standing and is in default; (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the association has not made additional funds available for such purpose; or, (c) the association has determined to restore, repair, or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

ARTICLE 11
TRANSFER REQUIREMENTS

There are no restrictions on sale, lease or transfer of condominium units in the condominium development.

ARTICLE 12

OPERATION OF THE CONDOMINIUM PROPERTY

Section 12.1
EXPENSES.

MAINTENANCE, REPAIR, REPLACEMENT AND OTHER COMMON

(a) By the Board of Directors. The board shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of not less than eighty (80%) percent of the board such expense was necessitated by the negligence, misuse or neglect of a unit owner) of all of the common elements (including the limited common elements) as defined herein or in the Declaration, whether located inside or outside of the units, the cost of which shall be charged to all unit owners as a common expense; provided, however, that each unit owner shall perform normal maintenance on the limited common elements apportioned to his unit and any portion of the remaining common elements which the board pursuant to the regulations has given him permission to utilize, including without limitation the items enumerated in subsection (b) hereof. The Association has a reasonable right of entry upon any unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the property.

(b) By the Unit Owner.

(1) Each unit owner shall keep his unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. In addition, each unit owner shall be responsible for all damage to any other units or to the common elements resulting from his failure or negligence to make any of the repairs required by this Section. Each unit owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other unit owners. Each unit owner shall promptly report to the board or the managing agent (if any), any defect or need for repairs for which the board is responsible.

(2) The unit owner of any unit to which a limited common element is appurtenant shall perform the normal maintenance for such limited common element, including keeping it in a clean and sanitary condition and shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All structural repair or replacement shall be made by the board as a common expense, as provided in subsection (a) above.

(3) Any unit owner permitted by the board to use a specific portion of the common elements for storage is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.

(c) **Chart of Maintenance Responsibilities.**

Notwithstanding the general provisions for maintenance set forth in subsection (a) and (b) above, specific maintenance responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Chart of Maintenance Responsibilities attached as Exhibit "2" hereto.

(d) **Manner of Repair and Replacement.** All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality, but

may be done with contemporary building materials.

Section 12.2

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY BOARD OF DIRECTORS.

Except during the period that the developer controls the board, whenever in the judgment of the board the common elements shall require additions, alterations or improvements costing in excess of One Thousand (\$1,000.00) Dollars during any period of twelve consecutive months, the making of such additions, alterations or improvements required the prior approval of a majority of the unit owners, and the board shall assess all unit owners benefited for the cost thereof as a common expense. Any additions, alterations or improvements costing One Thousand (\$1,000.00) Dollars or less during any period of twelve consecutive months may be made by the board without approval of the unit owners and the cost thereof shall constitute a common expense. The One Thousand (\$1,000.00) Dollar limitation shall be increased in the annual budget of the condominium. Notwithstanding the foregoing, if, in the opinion of not less than eighty (80%) percent of the members of the board, such additions, alterations, or improvements are exclusively or substantially exclusively for the benefit of the unit owner or unit owners requesting the same, such requesting unit owners shall be assessed therefore in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportion as may be determined by the board.

Section 12.3

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS.

No unit owner shall make any structural addition, alteration or improvements in or to his unit without the prior written consent of the board. No unit owner shall paint or alter the exterior of his unit, including the doors and windows, nor shall any unit owner paint or alter the exterior of any building, without the prior written consent of the board. The board shall be obligated to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within forty-five days after such request, and failure to do so within the stipulated addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any unit requires execution by the association, and provided consent has been given by the board, then the application shall be executed on behalf of the association by the board only, without however incurring any liability on the part of the board or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom.

Section 12.4

STORAGE, DISCLAIMER OR BAILEE LIABILITY.

Any storage cubicles are common elements and may be assigned to units by appropriate resolution of the board (unless such cubicles have been assigned as limited common elements). The board, the association, any unit owner and the developer shall not be considered a bailee, however, of any personal property stored on the common elements (including property located in storage cubicles and vehicles parked on the common elements), whether or not exclusive possession of the particular area is given to a unit owner for storage or parking purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE 13

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

ARTICLE 14

AMENDMENT OF BYLAWS

Except as in the Declaration provided otherwise, these Bylaws may be amended in the following manner:

Section 14.1.1 Notice. Notice of subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

Section 14.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the board or by not less than one-third (1/3) of the members of the association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) by not less than a majority of the votes of all members of the association represented at a meeting at which a quorum has been attained and by not less than sixty-six and two-thirds (66 2/3%) percent of the entire board; or

(b) after control of the association has been turned over to unit owners other than the developer, by eighty (80%) percent of the votes of the members of the association represented at a meeting at which a quorum has been attained; or

(c) by not less than one hundred (100) percent of the entire board.

Section 14.3 Proviso. 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 the developer or mortgagees of units without the consent of said developer and mortgagees in each instance. No amendments shall be made that is in conflict with the Articles or Declaration. No amendments to this Section shall be valid.

Section 14.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the association with the formalities of a deed, or by the developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the developer. The amendment shall be effective when the certificate and a copy of the amendment recorded in the public records of the county in which the condominium is located.

ARTICLE 15

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be an remain in full force and effect.

ARTICLE 16

MISCELLANEOUS

Section 16.1 INFORMATION. The Association shall make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Bylaws, Rules and Regulation and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable

circumstances. Any holder of a first mortgage is entitled and shall be provided, upon written request a financial statement for the immediately preceding fiscal year.

Section 16.2 Permits, Etc. The Association shall have the right through the Board to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 16.3 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of: either a material portion of the condominium property or the unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 16.4 Arbitration. Internal disputes arising from the operation of the condominium among unit owners, the association, and their agents and assigns may, on a voluntary basis, with the consent of all relevant parties, be resolved through binding arbitration. Rules for arbitration shall be established by the Board of Directors of the association and in the event the Board of Directors apply the Rules of the American Arbitration Association shall upon the parties. Decisions resulting from such arbitration shall be binding upon the parties.

The foregoing were adopted as the Bylaws of Millpond Trace Condominium Association, Inc., a Florida corporation not for profit the 18th day of August, 1986.

Approved:


Joyce Albrecht, Secretary


Randall W. Laird, President

EXHIBIT 1

RULES AND REGULATIONS
MILLPOND TRACE CONDOMINIUM ASSOCIATION, INC.
(the association)

In addition to the other obligations and duties heretofore set forth in the Declaration of Condominium and Bylaws for Millpond Trace Condominium Association, Inc. every unit owner shall:

1. Promptly pay the assessments levied by the association.

2. Maintain in a clean and sanitary manner, and the surfaces of the walls, ceilings, floors), whether or not a part of the unit or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.

3. Not use or permit the use of his unit for any other purpose other than as a single family residence (as defined in Section 7.2 of the Declaration).

4. Not permit or suffer anything to be done or or the common elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

5. Conform to, and abide by, the Declaration and Bylaws in regard to the use of the unit and common elements which may be adopted in writing from time to time and to see that all persons using the owner's property by, through or under him do likewise.

6. Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building or to the limited common elements.

7. Allow the board of directors or the agents and employees of the association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with the Declaration or Bylaws.

8. Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electrical or electrical do such work by proper governmental authorities. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit. The association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

9. Recognize that assessments by taxing authorities for the payment of ad valorem taxes and special assessments will be against the condominium parcel and not upon the condominium property as a whole.

10. Use for overflow parking the driveway appur-

tenant to the unit owned, which driveway shall be considered a limited common element of the unit.

11. Not place screens or other enclosures on concrete slabs, provided to first floor units, even though such areas may be defined as being a limited common element, except with written consent of Developer or Board of Directors following transfer of control.

12. Not divide or subdivide a unit for purpose of sale or lease, except that a unit may be combined with a contiguous unit and occupied as one single family dwelling.

13. Not hang any laundry or other objects outside of the unit.

14. (a) Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, so that each unit, the common elements, and limited common elements shall at all times remain in a clean and sanitary condition.

(b) Permit garbage receptacles to be outside the storage area provided only on the day of the scheduled collection.

15. Not make any use of a unit that violates any laws, ordinances, and regulations of any governmental body having jurisdiction thereof.

16. Park in the condominium property, only those vehicles which are licensed for noncommercial, passenger use. No trucks, buses, boats, travel trailers, boat trailers, mobile homes, motor homes, recreational vehicles, vans (other than those primarily used to carry passengers), motor cycles, minibikes, or any other type of trailers or commercial vehicles shall be permitted on the common or limited common elements, parking shall be allowed on the common the Condominium. For purposes of this subsection, the definitions as used in the Florida Statutes as amended from time to time shall be controlling. Vehicles which cannot operate on their own power shall not remain on the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made on the condominium property.

17. Not play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television, or other sound amplifier system in a unit in such a manner as to disturb or annoy other occupants of the condominium, nor shall the aforementioned cause or permit to be caused any other unusual or disturbing noise, foul or noxious odors, or any activity which would be disturbing to other occupants of the condominium.

18. Not obstruct the sidewalks or entrances, of any condominium unit or use the same for any purpose other than ingress to and egress from the units, Bicycles may be stored within units.

19. Store all personal property in the condominium unit, in storage areas.

20. Make complaints of an unusual or major nature, other than routine, day-to-day complaints, regarding the service and maintenance of the condominium in writing to the manager or the agent designated by the board.

21. Not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof or power rooms of any of the buildings in the condominium. Unit owners shall not allow residents, their families, guests, servants, employees, agents, visitors, at any time or for any reason whatsoever to enter upon or attempt to enter upon the roof or power rooms of any of the buildings in the condominium.

22. Not keep in his unit or in any storage area any inflammable, combustible, or explosive fluids, chemical or substance except such as required for normal household use.

23. Not erect any antenna or aerial or install same on the roof or exterior walls of a condominium building. Any antenna or aerial erected or installed may be removed without notice at the cost of the unit owner installing same. Nothing herein, however, shall preclude the developer or the association from installing a master antenna for the condominium on the condominium property.

24. Not exhibit, display, inscribe, paint or affix, in, on or upon any part of the condominium property, any sign, advertisement, notice or other lettering by any unit owner or occupant without the written consent of the board of the directors of the association.

25. Prepare his unit prior to his departure for an extended period of time in the following manner:

a. By removing all furniture, plants and any other objects from the unit owner's patio, courtyard, terrace, or balcony; and

b. By designating either a responsible caretaker, be it a firm, individual, or the manager, to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The manager and the association shall be provided with the name of each unit owner's aforesaid designated caretaker. Such caretaker, will notify the manager's Office prior to making any entry to the unit during the owner's absence.

26. Not direct, supervise, or in any manner attempt to assert any control over any of the employees of the association nor attempt to send any of such employees upon private business of such unit owner or resident. The employees of the manager and of the association, if any, are employed for the purpose of providing for the efficient operation and management of the condominium.

27. Not peddle or solicit in, on or about the condominium.

28. Not exceed the speed limit of 25 m.p.h. on all condominium roadways, except where otherwise posted.

29. Not have pets other than as follows: unit owners are allowed to have up to two dogs or two cats or one of each which are (or will be at fully matured growth) no larger than 16 inches in height. Other domesticated pets such as fish shall be allowed by the unit owners. All pets shall be kept quiet at all times. Provided, however, that such pets are not kept or maintained for commercial purposes for breeding and provided, further, that any such pet causing or creating a nuisance or disturbance or noise shall be permanently removed from the condominium property upon ten (10) days written notice from the board. Pets are not permitted on any portion of the condominium property EXCEPT where adequately secured and retained by a lease which is hand held. All pets shall be taken directly to and walked within areas designated by the association so as to prevent the deposit of animal waste on the condominium property. In the event of deposit of animal waste on the condominium property, the owner of the animal shall remove same immediately.

30. Not apply any reflective window coating or other substance to the windows of the condominium unit, except as may be approved by the board.

The use and enjoyment of any common elements and common facilities not hereinbefore specifically mentioned and regu-

lated are hereby restricted to ONLY unit owners, residents and the guests of said unit owners and residents.

The within provisions, rules and regulations are subject to change, modification or amendment pursuant to authority as is provided by the Bylaws of the association.

31. Every unit owner in MILLPOND TRACE, a Condominium, will comply with all of the rules and regulations promulgated by the Community Association, in conjunction with the use and enjoyment of the recreational and common facilities owned by the Community Association for the benefit of all residential unit owners in the Millpond Estates Residential Community, of which MILLPOND TRACE forms a portion thereof. It is understood that the Board of Directors of the Community Association has the ability and authority to revoke use privileges of the recreation or other commonly held facilities referenced, in the event the unit owner, or a member of unit owner household shall continue in violation of the rules promulgated by said Community Association.

EXHIBIT 2

MILLPOND TRACE
a Condominium

Maintenance Responsibilities

NOTES

MAINTENANCE RESPONSIBILITIES

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between Unit Owners severally, and the Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership.

Column I: Items appearing in this column are illustrative and not exhaustive.

Column II: General Common Elements Under Association Responsibility. Responsibility for determining and providing for the maintenance, repair and replacement requirements of the General Common Elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such designees to which it may delegate certain such responsibilities.

Column III: Limited Common Elements Under Association Responsibility. Responsibility for determining the maintenance, repair and replacement requirements of the Limited Common Elements, shall be a shared responsibility between the Board of Directors and the Unit Owner of a Unit to which a specific Limited Common Element is exclusively appurtenant; provided, however, that the Board shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

Column IV: Unit Components Under Association Responsibility. The items in this column are legally and by definition a part of a Unit but are attached or directly connected to or associated with the General Common Elements and Common Expense items in such a way that a clear distinction between Unit Owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single Unit Owner but which affect other Unit Owners are declared a Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined Common Elements and Common Expenses.

Column V: Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component. The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities expressly provided for otherwise.

I ITEMS	II GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	III LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	IV UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	V CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Plumbing & related systems & components thereof	All maintenance, repair & replacement of portions of plumbing serv- more than one Unit. Water damage to Common Elements or Units other than the one which is the primary source of the problem through negligence of the occupants of such Unit.	If any, same as in Column II.	Only to the extent that a malfunction originates outside the Unit in which the malfunction occurs or may occur.	All portions within a Unit including fixtures & appliances attached thereto. Water damage to a Unit, when the primary source of such problem is through the negligence of the occupants of that Unit.
Electrical & related systems & components thereof excluding appliances, fixtures & lights serving only one Unit.	All, in all regards.	All, in all regards.	—	All, in all regards, for items serving only one Unit.

I ITEMS	II GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	III LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	IV UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	V CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Grounds, including all paved areas and other improvements thereon lying out- side the main wall of each building.	All, except routine housekeeping around unit	Driveways, all except routine cleaning.	---	General housekeeping of areas around Unit and driveways, together with maintenance of air conditioning units owned by individual unit owners.
Building, exterior roof, exterior vertical walls, foundations.	All, in all regards.	---	---	---
Windows.	All which do not serve a Unit, in all regards.	---	---	All which serve a Unit, including routine cleaning.