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DECLARATION OF CONDOMINIUM

OF

WINDTREE PROFESSIONAL CENTER CONDOMINIUM

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+ 45<sup>00</sup> Condo Ex B  
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Made this 31st day of JULY, 1985, by  
WINDTREE PROFESSIONAL CENTER, INC., a Florida Corporation,  
herein called "Developer".

1. Purpose. The purpose of this Declaration is to submit the lands and improvements described and to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called the "Condominium Act" and in accordance with the terms and conditions of this Declaration.

1.1 Name and Address. The name by which this condominium is to be identified is: WINDTREE PROFESSIONAL CENTER CONDOMINIUM Phase I, and its address is: 280 E. Hwy 50, Suite 140, Winter Garden, Florida 32787

1.2 The Land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Orange County, Florida: See Exhibit A attached hereto and incorporated herein by this reference, which lands are called "the land". The Developer hereby submits the fee simple interest in the land to the condominium form of ownership.

2. Definitions. The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires:

2.1 Assessment. "Assessment" means a share of the funds required for the payment of the common expenses incurred in the operation of the Condominium and the common elements, and other expenses incurred, as defined herein, and such assessment shall be borne by the Unit Owner.

2.2 The Association. "Association" means WINDTREE PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC., a nonprofit Florida corporation and its successors, if any.

2.3 Common Elements. "Common elements" shall include: (a) the condominium property not included in the units; (b) tangible personal property required for the maintenance and operation of the common elements even though owned by the Association; and (c) all those items stated in the Condominium Act.

2.4 Common Expenses. "Common expenses" shall include: (a) expenses of administration and management of the condominium property; (b) Expenses of maintenance, operation, repair or replacement of common elements, and of the portions of units to be maintained by the Association; (c) expenses specifically designated common expenses by the provisions of this Declaration or the Bylaws; (d) any valid charge against the condominium as a whole; and (e) reasonable reserves, whether held in trust or by the Association, for repair, replacement or addition to the common elements or any other real or personal property acquired or held by the Association.

2.5 Common Surplus. "Common surplus" means the amount by which the receipts of the Association including, but not limited to, assessments, rents, profits and revenues received on account of common elements, exceed the amount of common expenses. Provided, however, in the event that the Association contracts with a separate management corporation for

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management of the Condominium property, the portion of receipts of the Association representing fees contracted for and to be collected by said management corporation, shall not be considered as part of the common surplus.

2.6 Condominium or Condominium Property. "Condominium" or "Condominium Property" means all of the condominium property as a whole where the context so permits, including any future phases, and including the land and all improvements thereon, and all easements and rights-of-way appurtenant thereto and intended for use in connection with the Condominium.

2.7 Condominium Parcel. "Condominium parcel" means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

2.8 Institutional Mortgage or Institutional First Mortgage An "Institutional Mortgage" or "Institutional First Mortgage" shall include, but not be limited to, a mortgage held by a bank, life insurance company, union pension fund authorized to do business in the State of Florida, savings and loan association, mortgage company, mortgage brokerage company, the Developer, an agency of the United States Government, such as Federal National Mortgage Association, FHLMC, Federal Housing Authority or the Veterans Administration. When an institutional first mortgage by some circumstances fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purposes of this Declaration and the Exhibits annexed hereto, be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee. All references in this Declaration to a first mortgage shall be deemed to include an institutional first mortgage.

2.9 Lease. "Lease" shall mean the grant, either oral or in writing, by a unit owner of a temporary right of use in said owner's unit for a valuable consideration.

2.10 Limited Common Elements. "Limited common elements" means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units, including, but not limited to, any structure attached to the exterior main structure. Any reference made to common elements in the following provisions of this Declaration, or other condominium instruments, is meant to also include limited common elements unless the latter is expected or dealt with separately.

2.11 Operation. "Operation" or "operations of the condominium" include the administration and management of the condominium property.

2.12 Reasonable Attorney's Fees. "Reasonable attorney's fees" means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

2.13 Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural the singular, and the use of any gender shall be deemed to include all genders.

2.14 Unit. "Unit" means a part of the condominium property which is subject to exclusive ownership.

2.15 Unit Owner. "Unit owner" means the owner of condominium parcel.

2.16 Utility Services. Utility services as used in the Condominium Act and construed with reference to this condominium and as used in the Declaration and Bylaws shall

include, but not be limited to, electric power, water, gas, heating, air conditioning, cable television, garbage and sewage disposal.

3. Development Plan. The Condominium is described and established as follows:

3.1 Graphic Description of Project. The Condominium shall consist of at least two but no more than four one-story buildings of approximately 5,500 square feet each containing 4-5 separate units, plus a large parking area, driveways, walkways and landscaped areas as shown on the plot plan attached hereto as Exhibit B. Buildings A and B of Phase I, the landscaping, parking areas, and driveways are substantially complete. Said improvements are graphically described on Exhibit C-1 recorded at Condominium Book 11 Pages 145 thru 147, Public Records of Orange County, Florida, which exhibit is incorporated herein. Exhibit A-1, along with this Declaration, represent accurately the identification, location, and dimensions of Units A-1, A-2, A-3, A-4, B-1, B-2, B-3, B-4, and B-5 and the common elements of Phase I. Buildings C and D of Phase have not yet been built. Upon substantial completion of Buildings C and D, the Developer will amend the Declaration to include graphic descriptions, surveys, plans, maps, and drawings, which, along with this Declaration, will be sufficient to identify and describe the common elements and each unit. Said graphic descriptions shall be incorporated herein as Composite Exhibits C-2, et seq. Each such Exhibit shall include a surveyor's certificate that the construction of improvements is substantially complete and that the provisions of the declaration describing the condominium property accurately represent the location and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each unit can be determined from the Declaration. Such Amendment to the Declaration for the purpose of including such graphic description shall not require the consent or joinder of any unit owner, mortgagee, or any party other than Developer.

3.2 Amendment of Plans. Developer reserves the right to change the interior design and arrangement of all units so long as Developer owns the units so changed and altered, without necessity of amendment hereto.

(a) Alteration of Boundaries and Unit Dimensions. Developer reserves the right to alter the boundaries between units, so long as Developer owns the units so altered; to increase or decrease the number of units and to alter the boundaries of the common elements, so long as the Developer owns the units abutting the common elements where the boundaries are being altered, provided no such change shall partition or subdivide any condominium unit set out herein and no such change shall be made without amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the holders of the institutional mortgages of units affected, and such amendment shall not require the approval of unit owners, unit purchasers, or the Association.

(b) Lesser Development. Developer reserves the right to develop twenty (20) units in Phase I, it being strictly within the Developer's discretion to do so. In any event, Developer shall not develop fewer than nine (9) units in Phase I.

3.3 Phase Condominium. The Developer reserves the right to construct a second phase to the Condominium to be known as Windtree Professional Center Condominium--Phase II. Phase II, if built, shall be constructed on the land described on Exhibit D, which land is across the road to the east of the Condominium property. Phase II shall consist of no more than five (5) buildings of four or five units each, for a total of no less than 4 units and no more than 25. The buildings and units will be of substantially the same size and design as those of

Phase I. Each unit's percentage of ownership in the common elements will be equal to the total square footage of each unit rounded to the nearest 100 in Phase I and Phase II as completed divided into the total square footage of all the units. The facilities and common areas of Phase II, which will be owned by all the unit owners, will consist of the driveways, walkways, landscaping, and parking areas. No recreational or other facilities will be built as part of Phase II. The membership vote and ownership in the Association attributable to each unit will be based on each unit's percentage ownership of the common elements as determined above. No time share units will be created. The Developer shall decide if Plan II will be built and submit the property described in Exhibit D to condominium ownership no later than five (5) years of the date of recording the Declaration, or will be deemed to have decided not to develop Phase II.

3.4 Easements. Each of the following easements is reserved through the condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium:

(a) Utilities. Easements are reserved to the Developer, Association or such utility companies to which the Developer or Association may assign its easements as may be required for the entrance upon, construction, maintenance and operation of utility services to adequately serve the Condominium project including, but not limited to, the installation of cable television system lines, mains and such other equipment as may be required through the Condominium project, it being expressly agreed that the Developer, Association or the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility, provided, however, easements herein reserved which necessitate entry through a unit, shall only be according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved in writing by the unit owner.

In addition, easements are reserved to the Developer, Association or such utility companies to which the Developer or Association may assign its easements for such further utility easements over and across the condominium property as may be required from time to time to service the condominium property. Provided, however, such further utility easements, which shall be identified and located as the occasion shall arise, shall not be over or through any part of the condominium property occupied by a condominium building.

(b) Encroachments. In the event that any unit shall encroach upon any of the common elements or upon any other unit for any reason other than the intentional or negligent act of the unit owner, or in the event any common element shall encroach upon any unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(c) Pedestrian and Vehicular Traffic. A non-exclusive easement for ingress and egress shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, lanes, rights of way and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes, and such easement shall be for the use and benefit of the unit owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the

condominium property except to the extent that space may be specifically designated or assigned for parking purposes.

(d) Road. The private paved road running adjacent to the east boundary of the land leading to State Road 50 is presently owned by Windtree Gardens, Inc., a Florida corporation. Said road is more particularly described in Exhibit E attached hereto. It is the present intent of Windtree Gardens, Inc. to dedicate said road for public use to the City of Winter Garden, Florida at that point in the future when the City agrees to accept said road. Simultaneously with the recording of this Declaration, the Developer shall cause Windtree Gardens, Inc. to record a deed in the Public Records of Orange County conveying to the unit owners and Association an easement for ingress and egress over said road. As a condition and covenant running with said easement, the Association shall be responsible for the expense of maintaining said road and paving in good condition on a pro rata basis based on frontage with the other owners of the parcels adjacent to said road with the exception of Windtree Gardens Condominium Association, Inc. and the unit owners of said condominium who shall have no responsibility or expense for maintenance.

(e) Driveway Easement. The Developer hereby expressly reserves the right to grant an easement for ingress and egress over a portion of the common elements consisting exclusively of the northern driveway apron, entrance and driveway (excluding parking spaces) more particularly described on Exhibit F to the grantee, its successors and assigns, of the parcel owned by Developer immediately adjacent to the northern boundary of the Condominium property more particularly described on Exhibit G but to no other parcel whatsoever. Said grant of easement by Developer shall include the condition and covenant running with said easement that the Association and the owner of the parcel described in Exhibit G shall share equally the cost of maintaining the driveway apron, entrance, and driveway over which the easement exists.

(f) Sign. Developer, its grantees, successors, and assigns hereby convey to the Unit Owners and Association a perpetual easement to erect and maintain one directory type sign, to be used by all unit owners, on property presently owned by the Developer described on Exhibit G adjacent to the entrance of the road described above on State Road 50, the exact location of which shall be determined by Developer. Said easement shall include the property on which the sign is actually erected and any other adjacent property necessary to maintain said sign, but no other property whatsoever. Said easement shall be binding on Developer's grantees, successors, and assigns. Developer agrees to erect at its expense the initial directory sign on the easement property. The cost of maintaining and replacing said sign shall be borne solely by the Association as a common expense. The future owners of the parcel described on Exhibit G shall be entitled to use said sign to list one business, but shall not be obligated to bear any expense in maintaining or replacing said sign.

Unit A-1 shall be entitled to one four by eight foot sign on the directory sign. All other units and the owner of the parcel described on Exhibit G shall be entitled to one two by four foot sign each. If one directory sign is insufficient to accommodate all the unit owners who want signs, then the Developer, its grantees, successors, and assigns agree to convey to the Association and unit owners an identical easement over the parcel described on Exhibit G to erect another directory sign for the purpose described above. The Association shall be solely responsible for the cost of purchasing, erecting, maintaining and replacing said second sign as a common expense.

(g) Developer. Until such time as the Developer has completed all of the contemplated improvements and sold all of the units contained within the condominium property,

easements including, but not limited to, ingress and egress, are hereby reserved and shall exist through and over the condominium property as may be required by Developer for the completion of the contemplated improvements and sale of said units. Neither the unit owners nor the Association, nor the use of the condominium property shall interfere in any way with such completion and sale.

### 3.5 Improvements-General Description.

(a) Building. The Condominium will be comprised of no less than nine (9) nor more than twenty (20) units in Phase I. Phase I shall consist of four buildings, numbered A - D. Building A shall contain four units, designated Unit A-1, Unit A-2, Unit A-3, and Unit A-4. Building B shall contain five units, designated B-1, B-2, B-3, B-4, and B-5. Buildings C and D shall contain four or five units designated Units C-1, C-2, C-3, C-4, and C-5 and D-1, D-2, D-3, D-4, and D-5, respectively. A plot plan attached hereto as Exhibit B shows the present or future locations of the buildings and units.

(b) Other Improvements. The Condominium includes landscaping, automobile parking areas, driveways, and other facilities which are a part of the common elements and are described as shown on Exhibit B.

3.6 Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary - A horizontal plane eight (8) feet above the undecorated finished floor of the unit.

(2) Lower Boundary - The horizontal plane of the lowest point on the undecorated finished floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior walls comprising the boundaries of the unit extended to intersections with each other and with the upper and lower boundaries, as shown on Exhibits C-1, et seq.

(c) Limited Common Elements. Any structure attached to the exterior main walls of the building that serve only the unit adjacent to such structure, shall be a limited common element for the benefit of that particular unit only.

In addition, each unit owner shall be entitled to construct at the unit owner's expense and option a covering for one parking space. Said covering shall be considered a limited common element of that unit and shall be maintained solely at the expense of the Unit Owner. Each Unit Owner shall obtain the written approval of the Association or Developer as to the design, color, size, location, and material of such covering before construction. If a Unit Owner decides to construct a covering then the Association shall designate the location of the parking space, which space shall then be reserved to that Unit Owner. The Association reserves the right to locate such covered parking spaces as it may determine to be most practical and beneficial to the Condominium and not the individual Unit Owner. The Association reserves the right to repair, maintain, or remove any covering in need of same after reasonable notice

to the Unit Owner and failure of such Owner to comply, and to assess the cost of such work to the subject unit and to collect same as any other assessment including filing and enforcing a claim of lien.

3.7 Common Elements. The common elements include



the land and all the parts of the Condominium not within the units as defined in Section 3.6.

#### 4. The Building.

4.1 Units. The units in the condominium buildings A and B are identified and graphically shown in Exhibits B and C-1 incorporated herein.

4.2 Appurtenances to Each Unit. The owner of each unit shall own a certain interest in the condominium property which is appurtenant to his unit including, but not limited to, the following items:

(a) Automobile Parking Spaces. The right to use, for automobile parking only, the parking space or spaces to accommodate all reasonable parking needs for activities on the Property, including the parking of vehicles of Owners and the vehicles of employees, clients, patrons and invitees. The Association, acting through the Board, shall have the right and obligation to establish parking areas in the Common Property including the restriction of certain parking areas for the sole use of either employees, clients, handicapped persons, or patrons. Each parking space provided may be designated by the Board of Directors from time to time.

(b) Common Elements. An undivided share in the land and other common elements, as defined in Article 2.3 above, which is appurtenant to each unit shall be determined by the relative proportion or percentage of ownership enjoyed by each unit. The percentage shall be a figure obtained by dividing the total square footage of a particular unit rounded to the nearest 100 by the total square footage for all units in the Condominium.

(c) Association. Each unit owner shall hold membership in the Association and an interest in the funds and assets held by the Association. Membership and voting rights of each unit owner in the Association shall be pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association attached hereto as Exhibits "H" and "I" respectively.

4.3 Liability for Common Expenses and Share of Common Surplus. Each unit owner shall share the common expense and common surplus to the same extent as he shares in the common elements as provided in Section 4.2(b) of this Declaration; however, this does not include the right to withdraw or require payment or distribution of the same.

As set forth and authorized in the Florida Condominium Act, the Developer may be excused from payment of its share of the common expenses in respect to those units that it owns during each budgetary period in which it guarantees that the assessments for common expenses of the Condominium imposed upon non-Developer unit owners, as set forth in each budget, shall not increase over a stated dollar amount, and in which it obligates itself to pay any amount of common expenses incurred during those periods which are not produced by the assessments at or below the guaranteed level received from non-Developer unit owners. The Developer's right in this regard shall exist in each succeeding budgetary period that it chooses to so guarantee assessments.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

##### 5.1 Common Elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of

the Association and the expense associated therewith shall be designated as a common expense, other than those expenses specifically provided to be paid by the individual unit owner in Section 5.2(b)(1) hereof.

(b) Alteration and Improvement. After the completion of the improvements including the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the common elements without prior approval in writing by the owners of two-thirds (2/3) of the common elements, except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company, savings and loan association, or other institutional first mortgagee that acquires its title as a result of owning a mortgage upon the unit, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to other unit owners in the proportion that their share in the common elements bear to each other. There shall be no change in the shares and rights of unit owners in the common elements altered or further improved, whether or not the unit owner contributes to the cost of such alteration or improvements. This Paragraph shall have no application to the right vested in the Developer pursuant to the provisions of Paragraph 3.2 hereof.

(c) All incidental damage caused to any unit by such work as set out in Paragraph 5.1(a) shall be promptly repaired at the expense of the Association.

#### 5.2 Units.

(a) By Association. The Association shall maintain, repair and replace as a common expense:

(1) With the exception of interior surfaces, all portions of a unit contributing to the support of the building in which the unit is located, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(2) All plate glass not contained solely within a unit and all exterior doors as well as conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that services part or parts of the Condominium other than the unit within which contained. This provision excludes from its coverage any air conditioning compressor facility, or air handler, and also any other facility for the furnishing of utility services, now or hereafter installed outside any units, and intended for the purpose of furnishing such utility services only to an individual unit.

(3) All incidental damage caused to a unit by reason of maintenance, repair and/or replacement which is the responsibility of the Association, and such damage shall be promptly repaired by the Association.

(4) All structures outside the unit boundaries.

(b) By the Unit Owner. The responsibility of the unit owner shall include, but not be limited to:

(1) Maintain, repair and replace at his sole and personal expense, all doors solely within a unit, windows, screens, electric panels, electric wiring, electric outlets and fixtures, air handlers, air conditioners, including air conditioning compressors and other related outside utility



facilities referred to in Section 5.2(a)(2), heaters and heating systems, interior surfaces of all walls, floors and ceilings, floor coverings and all other portions of his unit, except the portions specifically to be maintained, repaired or replaced by the Association. This shall be done without disturbing the rights of the unit owners.

(2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building in which the unit is located.

(3) Promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(c) Alteration and Improvement. Subject to the other provisions of 5.2 and 17 and all subparts thereof, which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, a unit owner may make such alterations or improvements to his unit, at his sole and personal cost, provided all work shall be done without disturbing the rights of other unit owners, and further provided that a unit owner shall make no changes or alterations to any interior boundary wall, exterior wall, patio, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing service, without first obtaining approval in writing of owners of seventy-five percent (75%) of the units and the approval of a majority of the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes. Provided, no such alteration or improvement may be made without the written approval of the Board of Directors of the Association if such alteration or improvement may or would cause an increase in the cost of the insurance carried by the Association.

5.3 Limited Common Elements. The maintenance, repair and/or replacement of the limited common elements appurtenant to each unit shall be the responsibility of the Association, except as provided hereinabove in Section 3.6(c). Provided, the unit owner shall be responsible for day-to-day maintenance and cleaning of such limited common elements; and provided further, the maintenance, repair or replacement of such limited common elements which shall be necessary or as a result of the unit owner making use of said areas in an abusive manner or in a manner other than that for which said areas were intended shall be the responsibility and expense of the unit owner.

6. Assessments. The making and collection of assessments against unit owners for common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws and subject to the following provisions:

6.1 Share of Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, in the same proportions as his undivided interest in the common elements, as set forth in Section 4.2(b) hereof, but such right shall not vest or create in any unit owner the right to withdraw or receive distribution of his share of the common surplus.

6.2 Initial Assessment. Upon the closing of the sale of each unit, each Unit Owner shall pay an initial assessment of \$\_\_\_\_\_ to be used to establish an initial reserve fund to pay for common expenses. The monthly assessment for common expenses for each unit is estimated to be \$\_\_\_\_\_ per month. This figure is subject to change without notice prior to the sale of a unit.

6.3 Payments. Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due, shall not bear interest but all sums not so

paid on or before ten (10) days after the same are due shall bear interest until paid at eighteen (18%) percent per annum. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessments as to that delinquent owner due and payable in full as if the entire amount was originally assessed.

6.4 Lien for Assessments. The Association shall have a lien on each unit for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure costs of collection by the Association including, without limitation, reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Orange County, Florida, a claim of lien stating the description of the unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of the unit shall be required to pay a reasonable rental for the unit and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where an institutional mortgagee or the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of the foreclosure of the first mortgage or where an institutional mortgagee or a mortgagee of a first mortgage of record obtains title to the unit as a result of a conveyance in lieu of foreclosure of the first mortgage or pursuant to any other remedy provided in the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of Association common expenses or assessments pertaining to such unit or chargeable to the former owner of such unit which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, its successors and assigns.

6.5 Developer's Guarantee. The Developer guarantees that the total assessment imposed upon unit owners other than the Developer for common expenses and the other charges hereinabove referred to shall not increase over the amount per month initially established until turnover of Association. The Developer is obligated to pay the amount of common expenses and other charges incurred during said period and not produced by the assessments at the guaranteed level received from other unit owners. Developer may extend this guarantee to subsequent years.

7. Association. The operation of the Condominium shall be by Windtree Professional Center Condominium Association, Inc., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit H. Article IV of the Articles of Incorporation sets out membership of unit owners in the Association.

7.2 Bylaws. A copy of the Bylaws of the Association is attached as Exhibit I. Section 2 of the Bylaws sets out membership and voting rights of unit owners in the Association.

7.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4 Management. The Association may contract for the management and maintenance of the condominium and authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

7.5 Notice to First Mortgagee. An institutional mortgagee or first mortgagee shall be entitled to written notification from the Association of any default in the performance by the owner of the unit encumbered by its mortgage, or any obligation under this Declaration, the Association Articles of Incorporation and Bylaws and any amendments thereon, which default is not cured within thirty (30) days.

7.6 Books and Records. The holders of first mortgages shall have the right to examine the books and records of the Association during normal business hours and to require financial statements of the Association within ninety (90) days following the end of the fiscal year of the Association. Such first mortgage holders shall also be entitled to, upon request, written notice of all Association meetings and shall be permitted to designate a representative to attend all such meetings.

7.7 Restraint upon Assignment of Shares in Assets. The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit.

8. Insurance. Insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners, shall be covered by the following provisions:

8.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the buildings and their appurtenances, also for the benefit of unit owners and their mortgagees as their interests may appear and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of unit owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee, if one has been designated. It shall be the responsibility of the unit owners and not the Association to obtain insurance coverage at their own expense upon their personal property, fixtures and unit improvements, and, in addition, to obtain comprehensive personal liability insurance which shall include covering liability for damage to person or property of others located within the unit owner's unit, or in another unit, or upon the common elements resulting from the negligence of the insured unit owner in such amounts as shall from time to time be determined by the Board of Directors, but in no case less than \$100,000.00 for each occurrence. Unit owners shall furnish the Association with copies of all insurance policies obtained by them. All unit owners and Association property and liability insurance shall contain the waivers provided in subsection 8.2(3)(i) through (iii) below unless such coverage cannot be obtained.

## 8.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the full replacement cost, excluding foundation and excavation costs, as determined by the Board of Directors of the Association, with a waiver of depreciation endorsement if available. All personal property included in the common elements shall be insured. Values of insured property shall be determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

(3) Unless such coverage cannot be obtained, the policies shall waive the insurer's right to:

(i) subrogation against the Association and against the unit owners individually and as a group;

(ii) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more unit owners.

(4) Such policies may provide that they may not be cancelled or substantially modified without thirty (30) days prior written notice thereof to each of the insureds.

(b) Public Liability Insurance. Public Liability Insurance shall be carried in such amounts with such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the unit owners individually and as a group to a unit owner.

(c) Workmen's Compensation Policy. To meet the requirements of law.

(d) Fidelity Bonds. Fidelity Bonds may, or shall, as required by law, be maintained providing coverage against dishonest acts by the Association's officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association.

(e) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3 Premiums. Premiums for insurance policies purchased by the Association shall be a common expense and such premiums shall be paid by the Association, except that the amount of increase in the premiums occasioned by misuse or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner.

8.4 Insurance Trustee Share of Proceeds. All

insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association or to an Insurance Trustee, if one has been designated, being an institution having offices in Orange County, Florida, or such other location as the Board of Directors might agree upon, and possessing trust powers as may from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee". The duty of the Insurance Trustee or Association shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee or Association.

(a) Common Elements. Proceeds on account of damage to common elements shall be held in undivided shares for each unit owner of the condominium, each owner's share being the same as his undivided share in the common elements appurtenant to his unit.

(b) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When the units are to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the units are not to be restored for the owners of such units, in undivided shares in proportion to the respective shares in the common elements appurtenant to such units.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of a unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and if additional monies are not available for such purposes.

8.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association or the Insurance Trustee shall be distributed to or for the benefit of the unit owners in the following manner:

(a) Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the owners, remittances to unit owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is

determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of unit owners and their respective shares of the distribution.

8.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each unit owner and for each owner of any other interest in the condominium property, for the purpose of empowering the Association to negotiate and adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on behalf of each unit owner upon payment of a claim.

9. Reconstruction or Repair after Casualty.

9.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a common element, the same shall be reconstructed or repaired unless the damages to such common element extend to units, in which case the provisions relative to reconstruction and repair of units and common elements, as elsewhere provided, shall pertain.

(b) Units and Common Elements.

(1) Partial Destruction - If the damaged improvement is a unit and common elements and less than ninety percent (90%) of the amount of insurance applicable to such improvement is forthcoming by reason of such casualty, then the improvement shall be reconstructed and repaired unless seventy-five percent (75%) of the owners of all units and all owners of damaged units, and mortgagees of sixty-seven percent (67%) of the units, being banks, savings and loan associations and insurance companies, and institutional mortgagees holding first mortgages, upon units shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(2) Total Destruction - If the damaged improvement includes a unit and common elements and ninety percent (90%) or more of the amount of casualty insurance applicable to such improvement is forthcoming by reason of such casualty, the improvements shall not be reconstructed or repaired if seventy-five percent (75%) of the owners of all units and all owners of damaged units and mortgagees of sixty-seven percent (67%) of the units, being banks, savings and loan associations, insurance companies, and institutional mortgagees, holding first mortgages upon units shall, within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether or not the unit owners, where so provided, have made a decision whether or not to reconstruct or repair.

(d) Time. If the determination is made as set out herein to reconstruct or repair, said reconstruction or repair shall begin in a reasonable period of time from the date the insurance proceeds are available for distribution, whether



held by the Insurance Trustee, if any, or the Association, or unit owner.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original improvements; or, if not, then according to plans and specifications approved by the Board of Directors of the Association which shall be of similar kind and quality as the original plans and specifications, and, if the damaged property is a building containing units, by the owners of all damaged units therein, which approval shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of units for which the responsibility of maintenance and repair is that of unit owners, then the unit owners shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the owner's share in the common elements.

9.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee or the Association and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee, if one has been designated. In all other cases, the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Disbursements. The proceeds of insurance collected on account of a casualty and the sums received by the Association from collection of assessments against apartment 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) Unit Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Association or the Insurance Trustee to the unit owner, or, if there is a mortgage endorsement as to such unit, then to the unit owner and the mortgagee jointly. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected unit owner bears to the total of such estimated costs to all affected unit owners as determined by the Board of Directors. No owner shall be paid an amount in excess of the cost of repair of such damage. All proceeds shall be used to effect repairs for such

damage, and, if insufficient to complete such repairs, the unit owner shall pay the deficit with respect to such damage and promptly effect the repairs.

(2) Association - Lesser Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(3) Association - Major Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is equal to or greater than \$10,000.00, the the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the unit owners and their mortgagees jointly, in proportion to the owner's share in the common elements, but reduced by the amount of any unpaid assessments against such unit owners.

(5) Certificate - Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that, when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and, further provided, that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association.

9.7 Notice of Mortgage Holders. The Association shall provide written notice to first mortgage holders on any units within the condominium of any substantial damage to any units, buildings or common elements. This written notice shall be provided within fifteen (15) days from the date of discovery of such damage.

9.8 Action to Contest Condemnation. The Board of Directors of the Association shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the common elements or which touches upon, concerns or affects the use of the common elements. No unit owner or tenant of a unit shall impair or prejudice the action of the Board of Directors in contesting such condemnation. Such restriction or prohibition shall not preclude a unit owner or tenant of a unit from contesting the taking in such condemnation or eminent domain proceeding of the unit owned or rented by such unit owner or tenant or of any trade fixtures or other equipment installed or located in the unit so owned or rented. In any action contesting a taking by condemnation or eminent domain proceeding, the Board of

Directors of the Association shall request the court to set forth the allocation of the condemnation award among the unit owners affected, taking into account the respective percentage interests in the common elements, the effect of the taking on each unit affected thereby and any other relevant factors.

9.9 Termination of Condominium after Partial Taking by Condemnation. If any condemnation or eminent domain proceeding results in the taking of:

(a) Two-thirds (2/3) or more of the land comprising the condominium or one-half (1/2) or more of the building(s) containing the units, and owners of the units having fifty percent (50%) of the interest in the common elements resolve to terminate the Condominium; or

(b) Less than two-thirds (2/3) of the land comprising the Condominium, but such taking substantially affects the use of the Condominium, or less than one-half (1/2) of the building containing the units, and owners of units having seventy-five percent (75%) of the interest in the common elements resolve to terminate the Condominium;

the Condominium shall be terminated and the net proceeds of the award from the condemnation or eminent domain shall be considered one fund and shall be divided among all the unit owners in proportion to their respective common interests, provided, however, that no payment shall be made to a unit owner until there has first been paid off out of such owner's share all liens on such owner's unit, institutional mortgagees having first priority.

9.10 Distribution of Condemnation Awards. Except as provided in Section 9.9 above and any award obtained by a unit owner for the unit or for any trade fixtures or other equipment as further provided in Section 9.8 above, in the event all or part of the common elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee, if one has been designated, if the award is more than \$50,000.00 and to the Board of Directors if there is no Insurance Trustee or if the award is \$50,000.00 or less. The Board of Directors shall arrange for the repair, restoration or replacement of such common elements to the extent reasonably possible, the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments.

If there shall be a surplus of such proceeds or if the Board of Directors cannot reasonably repair, restore or replace the common elements taken, the proceeds shall be distributed among the unit owners as directed by the court, taking into account the respective percentage interests in the common elements of the units affected thereby and any other relevant factors.

9.11 Condemnation Provisions Subject to Existing Law. All provisions of Sections 9.8 through 9.10 are subject to interpretation in accordance with the law in effect at the time of any condemnation or eminent domain proceeding. Should all or any portion of the provisions of Sections 9.8 through 9.10 be deemed illegal at such time, the distribution of proceeds shall be as a court of law shall determine.

10. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the building in useful condition exists upon the land.

10.1 Permitted Uses of Units. All units in the Condominium shall be used only for full time, non-seasonal professional and administrative office purposes. No part of the Condominium shall ever be used or caused to be used or allowed

or authorized to be used in any way, directly or indirectly, for any residential or other nonbusiness purpose, nor for any retail business. All business operations shall be performed and carried out entirely within a unit in such a manner that the enclosed operations and uses within the unit do not cause or produce a nuisance to other portions of the Condominium, such, as, but not limited to, vibration, sound, electromechanical disturbance and radiation, electromagnetic disturbance, radiation, air or water pollution, dust or emission of odors, toxic or nontoxic matter.

10.2 Prohibited Uses. No unit may be used for any purpose which would violate the zoning regulations for the condominium property. No unit may be used for any retail business purpose, amusement facility, product repair service, child nursery, laundry, restaurant, theatre, or purpose other than as set out in 10.1 even though such use may be permitted by zoning regulations.

10.3 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit(s).

10.4 Nuisances. No nuisances or noxious or offensive trade or activity shall be allowed to exist upon the condominium property, nor shall use or practice which is the source of annoyance to unit owners or which interferes with the peaceful possession and proper use of the property by its unit owners be allowed.

A nuisance shall include, without limitation, any of the following conditions:

(a) Emission of dust, sweepings, dirt, cinders, fumes, odors, gases, vapors, acids or other substances into the atmosphere, that may adversely affect the health, safety, or comfort of persons in the Condominium;

(b) The perception, at any point outside the boundaries of a unit, of noise or vibrations from any activity, machine, device, or combination thereof located in that unit that unreasonably interferes with the use or enjoyment of any other unit. All parts of the condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property above that required when the unit is used for the approved purposes.

10.5 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it.

10.6 Antennae. No exterior antennae of any type shall be permitted or used upon the condominium property, unless and until same shall have been approved by the Association.

10.7 Regulations. Reasonable Regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such Regulations and amendments thereto shall be furnished by the Association to all unit owners of the condominium.

10.8 Leasing. With the exception of Developer owned units, all leases of units must be written. The Association must be informed of and approve all leases as provided in Section 11 herein, and, further, must be furnished with a copy of the lease agreement. The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations

and duties as a unit owner. All of the provisions of this Declaration, the Articles of Incorporation and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person, corporation or other entity occupying a unit as a tenant to the same extent as against a unit owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and Bylaws, and designating the Association as the unit owner's agent for the purposes of and with the authority to terminate any such lease agreement in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not, and whether the lease was approved by the Association or not.

10.9 Developer's Use. As otherwise provided herein, until such time as the Developer has completed all of the contemplated improvements and has sold all of the units contained within the condominium property, neither the unit owners nor the Association, nor their use of the condominium property, shall interfere with the completion of the contemplated improvements or sale of said units. The Developer may make such use of the unsold units and the common elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, display of sales signs, leasing said units and showing the units for sale to prospective purchasers.

10.10 Signs. No sign, poster, billboard or other advertising of any kind shall be permitted on any portion of the condominium property, except that each unit shall be allowed one sign to be located on or near the entrance to the unit. The size, design, color, style, location and illumination of any such sign are subject to the prior approval of the Association.

11. Maintenance of Community Interests. In order to maintain a community of congenial unit owners and thus protect the value of the units and in order to assure the financial ability of each unit owner to pay assessments made against him, the transfer of units by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe.

11.1 Transfers Subject to Approval.

(a) Sale. No unit owner, except the Developer, may dispose of a unit or any interest therein by sale without approval of the Association.

(b) Lease. No unit owner, except the Developer, may dispose of a unit or any interest therein by lease without approval of the Association.

(c) Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of this unit shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of the unit shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association which is required for the transfer of ownership or possession of units shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale - A unit owner intending to make a bona fide sale of his unit or any interest therein shall give

to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the unit owner's option, may include a demand by the unit owner that the Association furnish a purchaser if the proposed purchaser is not approved; and, if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease - A unit owner intending to make a bona fide lease of his unit or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(3) Gifts; Devise or Inheritance; Other Transfers - A unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice - If the Notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association, at its election, and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it has received the required notice on the date of such disapproval.

(5) Right of First Refusal - In the event of a proposed sale or lease of a unit, prior to approval or disapproval, the Association shall first, in writing, notify the owners of the units immediately adjoining the subject unit of the proposed sale or lease, who shall have the option of acquiring the unit upon the same terms and conditions as the proposed sale or lease. Notice of intention to exercise this option shall be given within ten days of receipt of notice by the adjoining owners from the Association. In the event both adjoining owners elect to exercise the option, competitive bidding will determine which owner shall have the unit.

(b) Certificate of Approval.

(1) Sale - If the proposed transaction is a sale, then within forty-five (45) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction subject to Section 11.2(a)(5) herein. If approved, the approval shall be stated in a certificate executed by the Board of Directors of the Association, in non-recordable form, and delivered to the unit owner.

(2) Lease - If the proposed transaction is a lease, then within thirty (30) days after receipt of written notice and information, the Association must either approve or disapprove the proposed transaction subject to Section 11.2(a)(5) herein. Approval shall not be unreasonably withheld so long as the intended use to be made of the Unit by the proposed lessee does not violate the use restrictions set out in Article 10 of this Declaration. If approved, the approval shall be stated in a certificate executed by the Board of Directors of the Association, in non-recordable form, and delivered to the unit owner.

(3) Gift; Devise or Inheritance; Other



Transfers - If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within sixty (60) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, in recordable form, delivered to the unit owner. If disapproved, the unit shall first be offered as provided in Section 11.2(a)(5) except that the option shall be limited to one of purchase only. Should the option not be exercised, disposition of the unit shall be as provided in Section 11.3(d) below.

11.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership or possession of a unit, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale, and if the notice of sale given by the unit owner shall so demand, then the Association shall, within the forty-five (45) days period provided in 11.2(b)(1), notify the unit owner of the disapproval, and, should the option to purchase not be exercised by adjoining unit owners, enter into a contract with the unit owner under the same terms and conditions as those of the proposed sale which was disapproved by the Association.

(b) If the Association shall fail to purchase or provide a purchaser upon the demand of the unit owner in the manner provided, or if the purchaser furnished by the Association or the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(c) Lease. If the proposed transaction is a lease, and the option to lease not be exercised by adjoining unit owners, then the unit owner shall be advised of the disapproval in writing, including the reasonable basis for such disapproval, and the lease shall not be made.

(d) Gift; Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within sixty (60) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the unit owner the Association's approval or disapproval of the transfer. In the event of disapproval, where the option to purchase is not exercised by adjoining unit owners, the Association shall include with such notice an agreement to purchase by a purchaser, being either the Association or a person who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the unit owner and purchaser within sixty (60) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following the determination of the sale price.

(4) If the Association shall fail to purchase or provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

11.4 Mortgage. No unit owner may mortgage his unit or any interest therein without the approval of the Association, except to a bank, life insurance company, savings and loan association, institutional mortgagee, the Developer or the successors in title to the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

11.5 Exceptions. The foregoing provisions of Section 11 (Maintenance of Community Interests) and each subpart of Section 11 shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, or other institutional first mortgagee which acquired its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed or assignment from the mortgagor or his successor in title, or by deed in lieu of foreclosure, or through foreclosure proceedings or any other manner of obtaining title by virtue of the remedies provided first mortgagee in its mortgage; nor shall such provisions apply to a transfer, sale or lease of a unit by a bank, life insurance company, savings and loan association, or other institutional first mortgagee, which so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Developer or a transfer, sale or lease by the Developer.

11.6 Separation of Interests. A sale of a unit shall include all of its appurtenances, whether or not separately described, and appurtenances may not be sold separate from a unit. A lease of a unit shall include the parking space appurtenant to it, if any, and no parking space may be leased separate from the unit to which it is appurtenant.

11.7 Unauthorized Transactions. Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.8 Notice of Lien or Suit.

(a) Notice of Lien. A unit owner shall give notice, in writing, to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(b) Notice of Suit. A unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner receives knowledge thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

12. Purchase of Units by Association. The Association shall have the power to purchase units, subject to the following provisions:

12.1 Decision. The decision of the Association to purchase a unit shall be made by its Directors, without approval of its membership except as elsewhere provided in this section.

12.2 Limitation. If at any one time the Association becomes the owner or agreed purchaser of one (1) or more units, it may not purchase any additional units without the prior written approval of two-thirds (2/3) of the members eligible to vote thereon. A member whose unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

13. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations adopted pursuant thereto, and Management Agreement, and said documents as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act:

13.1 Enforcement. The Association and Manager are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association by entry into any unit at any reasonable time to make inspection, correction or compliance.

13.2 Negligence. A unit owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any principals, employees, lessees, or his or their guests, invitees, employees or agents, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements or of the limited common elements.

13.3 Costs and Attorneys' Fees. In any proceeding arising because of any alleged failure of a unit owner to comply with the terms of the Declaration, Articles of Incorporation, Bylaws, Management Agreement and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, including costs and attorneys' fees for any applicable proceedings, provided no attorneys' fees may be recovered against the Association in any such action.

13.4 No Waiver of Rights. The failure of the Developer, or the Association, or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14. Amendments. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and Bylaws of the Association may be amended in the following manner:

14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

14.2 Resolution. An amendment may be proposed by either the Board of Directors or not less than one-third (1/3) of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than two-thirds (2/3) of the members of the Association. Directors and

members not present at the meetings considering the amendment may express their approval or disapproval, in writing, delivered to the Secretary before such meetings.

14.3 Agreement. In the alternative, 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 amendments shall be effective when recorded in the Public Records of Orange County, Florida.

14.4 Exception. Anything herein to the contrary notwithstanding, for so long as the Developer shall hold fee simple title to any unit, the Developer may amend the Declaration of Condominium, including, but not limited to, an amendment that will combine two or more units owned by Developer, or any amendment required by a governmental agency or an institutional mortgagee willing to make or purchase permanent mortgage loans secured by units, by recording such amendment in the Public Records of Orange County, Florida, and such amendment shall be effective without the necessity of a meeting of the unit owners or the approval and joinder of any unit owner, or the joinder of the owner and holder of any lien thereon. Provided, such amendment shall not increase the number of condominium units nor alter the boundaries of the common elements beyond the extent provided for under the provisions of Section 3 hereof, nor shall such amendment adversely affect the lien or priority of any institutional first mortgage recorded prior to the amendment.

14.5 Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of unit owners or units unless the unit owners so affected and their institutional first mortgagees shall consent. Any amendment which shall change any unit or the share in the common elements, and other of its appurtenances or increase the owner's share of the common expenses shall require approval in writing of not less than two-thirds (2/3) of the unit owners other than the Developer, and shall further require written approval by the owner of the unit concerned and written approval of all of the mortgagees of the units affected, said approval to be evidenced by joinder in the execution of the amendment. An amendment of this Declaration shall not make any change in Sections 8 or 9 unless the record owners of all mortgages upon units in the Condominium shall join in the execution of the amendment. Unless all of the mortgagees, and not less than two-thirds (2/3) of the owners other than the Developer, have given their prior written approval, the Association shall not, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall make any change in any provision herein relating specifically to the Developer (including, but not limited to, Sections 3.2(a), 3.3(d), 4.3, 10.8, 10.9, 11.5 and 14.4 and this Section) without Developer's written consent and joinder in the execution of said amendment.

14.6 Execution and Recording. 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 formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Orange County, Florida.

15. Termination. The Condominium may be terminated or abandoned in the following manner:

15.1 Agreement. The Condominium may be terminated or abandoned at any time by approval, in writing, of all of the owners of the Condominium and by all record owners of mortgages upon units therein.

15.2 Total Destruction of the Building or Partial Taking by Condemnation. If all the building, as a result of common casualty, be damaged within the meaning of 9.1(b)(2) and it not be decided as therein provided that such building shall be reconstructed or repaired; or, if after partial taking by condemnation, the unit owners resolve to terminate the Condominium as provided within Section 9.9, the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The owners of the common elements shall thereupon be the owners, as tenants in common, of the condominium property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements.

15.3 General Provisions. Upon termination of the Condominium, the mortgagee and lienor of a unit owner who shall thereby become tenants in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Orange County, Florida.

15.4 Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the apartments.

16. Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations of the Association, and any Exhibits attached hereto, shall not affect the remaining portions thereof.

17. Architectural Review Board.

17.1 General Purpose. In order to enhance, maintain and preserve values of the Condominium and units located therein, no interior finish work in the unit shall be commenced, elected or maintained in the unit until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Association. In the event the Board of Directors fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to the Board of Directors, approval will not be required and this section deemed fulfilled. A quorum of the Board of Directors must be present when considering said plans and no decision of the Board of Directors shall be binding without a quorum present and at least two concurring votes by members of the Board of Directors.

17.2 Duties. The Board of Directors of the Association shall have the following duties and powers, and its conclusions and opinions shall be binding for any reason, including purely aesthetic reasons, should the Board of Directors of the Association determine that any unit interior finish not be consistent with the planned development of the Condominium. The Board of Directors duties and powers shall be as follows:

(a) To review all plans for unit interior finish work in relation to the overall safety and efficient functioning of the Condominium;

(b) To require to be submitted to it for review any samples of proposed building materials, plans and specifications showing the nature, type, shape, height, and

materials of the interior finish work, or any other data or information which the Board of Directors feels is necessary to reach its decision; and

(c) To enforce compliance with the Declaration and Rules and Regulations to the extent that all work contemplated and approved is actually performed in accordance with the approved plans and specifications or such other approval notices as may be issued by the Board of Directors, and, in the event of breach of these covenants and approvals, to pursue whatever other enforcement alternatives as may be available.

17.3 Enforcement. Should any owner fail to comply with the requirements hereof after thirty (30) days' written notice, the Board of Directors shall have the right to enter the unit, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof, and charge the cost thereof to the unit owner. Should the Board of Directors retain legal counsel to enforce or defend the provisions hereof, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the unit owner. The Board of Directors and their respective agents and employees shall not be liable to the unit owner for any damages or injury to the property or person of the unit owner unless and to the extent caused by gross negligence of the Board of Directors.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

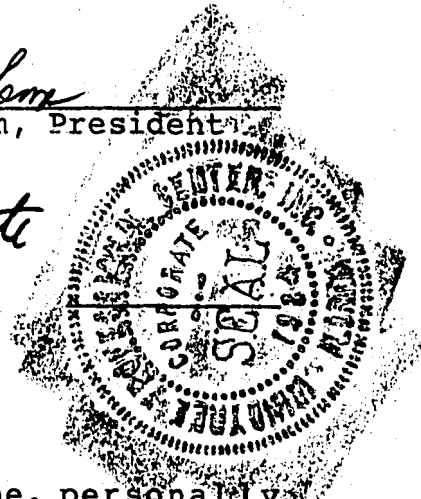
Charles B Powell

William T Smith

WINDTREE PROFESSIONAL CENTER, INC.

J.M. Folsom  
by L.M. Folsom, President

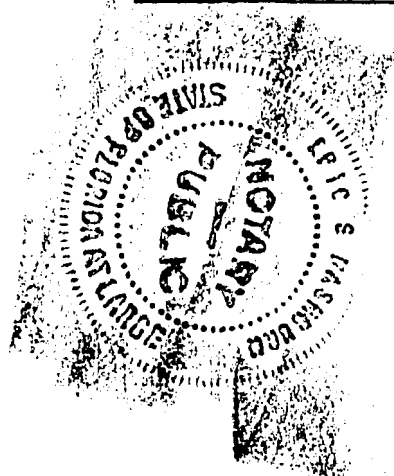
Corporate Seal



STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, personally appeared L.M. FOLSOM, President, well known to me and he acknowledged executing this Declaration in the presence of two subscribing witnesses, freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State this 31st day of JULY, 1985.



Paul M. ...  
Notary Public

State of Florida

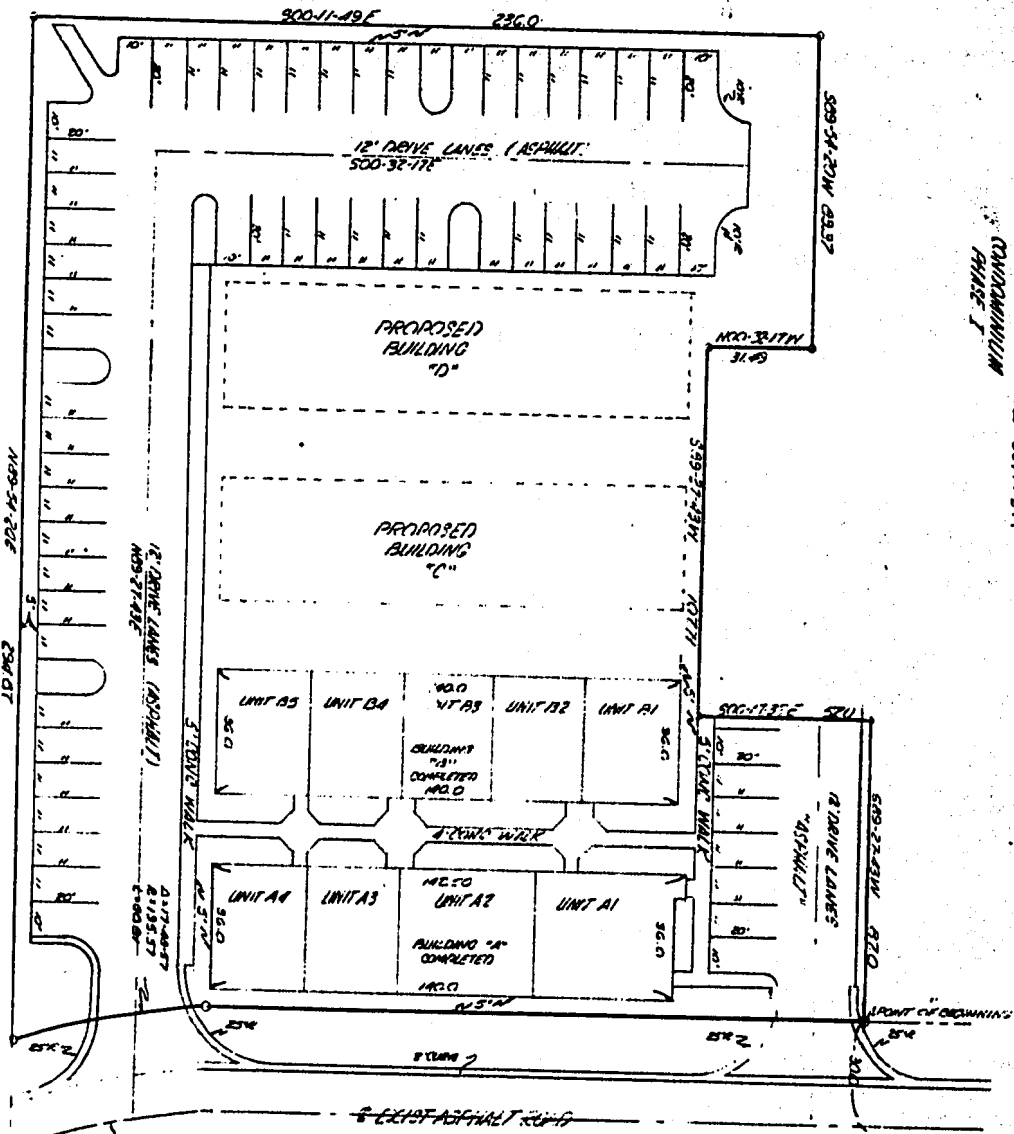
My Commission Expires: 5/22/87



FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22, SOUTH, RANGE 27 EAST RUN S89-54-20W ALONG THE NORTH LINE OF SAID SECTION 1110.0' THEN S00-32-17E 75' TO THE SOUTH RIGHT-OF-WAY OF STATE ROAD 50 THEN S89-54-20W ALONG SAID RIGHT-OF-WAY 694.02' THEN S00-32-17E ALONG THE CENTER LINE OF A 60.0' WIDE EASEMENT OF INGRESS-EGRESS AS RECORDED IN CONDOMINIUM BOOK 8, PAGE 37 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA A DISTANCE OF 141.74' THENCE S89-27-43W 31.0' TO THE WEST RIGHT-OF-WAY OF SAID 60' EASEMENT FOR THE POINT OF BEGINNING. RUN THENCE S89-27-43W 87.00' THENCE S00-32-17E 52.0' THENCE S89-27-43W 107.71' THENCE N00-32-17W 31.49' THENCE S89-54-20W 89.37' THENCE S00-11-49E 236.0' TO THE NORTHWEST CORNER OF "WINDTREE GARDENS" A CONDOMINIUM, PHASE I, AS RECORDED IN CONDOMINIUM BOOK 8, PAGE 37, THENCE N89-54-20E ALONG THE NORTH LINE OF SAID "WINDTREE GARDENS" 294.87' TO THE WEST RIGHT OF WAY OF SAID 60' EASEMENT SAME BEING A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 195.57 A DELTA ANGLE OF 31-59-00 AND AN ARC LENGTH OF 102.89 RUN NORTHERLY ALONG THE ARC OF SAID CURVE 60.81 FT. THRU A CENTRAL ANGLE OF 17-48'-37" TO THE P.C. OF SAID CURVE. THENCE N00-32-17W 198.26' TO THE POINT OF BEGINNING.

\*BEARINGS OF THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 27 EAST AS BEING S89-54-20W (AS RECORDED IN O.R. BOOK 3342, PAGE 1436 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.)

EXHIBIT A



WINDTREE PROFESSIONAL CENTER  
CONDOMINIUM  
PHASE I

ALL DIMENSIONS IN METERS (2.54 INCHES)  
ARE ONE STORY MASSING ONLY DIMENSIONS  
WITH PROX. ELEVATION

4-31-84  
2-15-85  
2-15-85

SCALE 1"=20'  
DATE 7/9/85

CONDOMINIUM BOOK 11  
PAGE 146  
SHEET 2 OF 3

# EXHIBIT B

From NE corner Section 26 - Township 22S - Range 27E run S 89°-54'-20" W along N line of NE 1/4 of said Section, 1110' then S 00°-32'-17" E 75' to S. R/W of Hwy 50 then S 89°-54'-20" W along S R/W 469.29' then S 00°-32'-17"-E 223.71' to P.O.B.; then S 00°-32'-17" E 176.29' then S 89°-54'-20" W 180.56' to a point on east R/W of 60' wide easement of ingress and egress, same point being on a curve concave to the east with a radius of 135.57', a total delta of 31°-54'-00", and an arc length of 75.48'; run along the arc of said curve in a Northwesterly direction a distance of 63.59' to the P.T. then run N 00°-32'-17" W 116.06' then N 89°-54'-20" E 194.73' to POB.

Orange County, Florida.

**EXHIBIT D**

From the N. E. corner of Section 26, Twp. 22 S., Rge. 27 E., Run S.  $89^{\circ}54'20''$  W. along the North Line of said section 1110.00', then S.  $00^{\circ}32'17''$  E. 75.00' to the South Right-of-Way of State Road 50, then S.  $89^{\circ}54'20''$  W. along said Right-of-Way 664.02' for the Point of Beginning; Run thence S.  $00^{\circ}32'17''$  E. 339.77' to the P. C. of a curve concave to the East and having a radius of 135.57', thence Southerly along the Arc of said curve 62.53' thru a central angle of  $26^{\circ}25'43''$ , thence S.  $89^{\circ}54'20''$  W. 64.78' to a Point on a curve concave to the East having a radius of 195.57', thence from a tangent bearing of N.  $18^{\circ}21'45''$  W. run Northerly along the arc of said curve 60.85' thru a central angle of  $17^{\circ}49'28''$ , thence N.  $00^{\circ}32'17''$  W. 340.23' to the South Right-of-Way of State Road 50, thence N.  $89^{\circ}54'20''$  E. along said RIGHT-OF-WAY 60.00' to the Point of Beginning.

**EXHIBIT E**

FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22, SOUTH, RANGE 27 EAST RUN S89-54-20W ALONG THE NORTH LINE OF SAID SECTION 1110.0' THEN S00-32-17E 75' TO THE SOUTH RIGHT-OF-WAY OF STATE ROAD 50 THEN S89-54-20W ALONG SAID RIGHT-OF-WAY 694.02' THEN S00-32-17E ALONG THE CENTER LINE OF A 60.0' WIDE EASEMENT OF INGRESS-EGRESS AS RECORDED IN CONDOMINIUM BOOK 8, PAGE 37, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA A DISTANCE OF 141.74' THENCE S89-27-43W 37.0' TO THE WEST RIGHT-OF-WAY OF SAID GO'EASEMENT FOR THE POINT OF BEGINNING. RUN THENCE S89-27-43W 87.00' THENCE S00-32-17E 52.0' THENCE S89-27-43W 177.71' THENCE N00-32-17W 31.49' THENCE S89-54-20W 89.37' THENCE S00-11-49E 296.0' TO THE NORTHWEST CORNER OF "WINDTREE GARDENS" A CONDOMINIUM, PHASE I, AS RECORDED IN CONDOMINIUM BOOK 8, PAGE 37, THENCE N89-54-20E ALONG THE NORTH LINE OF SAID "WINDTREE GARDENS" 294.87' TO THE WEST RIGHT OF WAY OF SAID GO'EASEMENT SAME BEING A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 195.57 A DELTA ANGLE OF 31-59-00 AND AN ARC LENGTH OF 102.89 RUN NORTHERLY ALONG THE ARC OF SAID CURVE 60.81 FT. THRU A CENTRAL ANGLE OF 17-40-37" TO THE P.C. OF SAID CURVE. THENCE N00-32-17W 198.26' TO THE POINT-OF-BEGINNING.

Subject to easement for ingress and egress over portion of above described property as follows:

FROM THE NE CORNER OF THE ABOVE DESCRIBED PROPERTY RUN S89-27-43W 87.0' THENCE S00-32-17E 27.0 FT. THENCE N89-27-43E 87.0' THENCE N00-32-17W 27.0' TO THE POINT OF BEGINNING.

\*BEARINGS OF THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 27 EAST AS BEING S89-54-20W (AS RECORDED IN O.R. BOOK 3942, PAGE 196 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.)

EXHIBIT F

FROM THE NORTHEAST CORNER OF SECTION 26, T22S, R27E; RUN  
 S 89° 54' 20" W ALONG THE NORTH LINE OF SAID SECTION 1110.00'  
 THEN S 00° 32' 17" E 75.00' TO THE SOUTH RIGHT-OF-WAY OF  
 "STATE ROAD 50", THEN S 89° 54' 20" W ALONG SAID RIGHT-OF-WAY  
 694.02' TO THE POINT OF BEGINNING;

THENCE RUN S 00° 32' 17" E ALONG THE CENTERLINE OF A 60.00'  
 WIDE EASEMENT OF INGRESS-EGRESS AS RECORDED IN  
 CONDOMINIUM BOOK 8, PAGE 37, PUBLIC RECORDS OF ORANGE  
 COUNTY, FLORIDA, A DISTANCE OF 340.00' TO THE P.C. OF A  
 CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 165.57',  
 THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 61.50' THRU  
 A CENTRAL ANGLE OF 21° 16' 43" TO THE SOUTH TERMINUS OF  
 THIS EASEMENT AS DESCRIBED AND A POINT ON THE NORTH  
 LINE OF "WINDTREE GARDENS" A CONDOMINIUM, PHASE I, AS  
 RECORDED IN CONDOMINIUM BOOK 8, PAGE 37, PUBLIC RECORDS  
 OF ORANGE COUNTY, FLORIDA, THENCE S 89° 54' 20" W ALONG SAID  
 NORTH LINE OF SAID CONDOMINIUM PHASE I 326.80', THENCE  
 N 00° 11' 49" W 236.00', THENCE N 89° 54' 20" E 89.37', THENCE  
 N 00° 32' 17" W 164.00' TO THE SOUTH RIGHT-OF-WAY OF  
 STATE ROAD 50, THENCE ALONG SAID RIGHT-OF-WAY  
 N 89° 54' 20" E 224.73' TO THE POINT OF BEGINNING,

less Easterly 30 feet thereof, Orange County, Florida;  
 and less the following parcel to the south:

FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22, SOUTH, RANGE 27  
 EAST RUN S 89° 54' 20" W ALONG THE NORTH LINE OF SAID SECTION 1110.0'  
 THEN S 00° 32' 17" E 75' TO THE SOUTH RIGHT-OF-WAY OF STATE ROAD 50  
 THEN S 89° 54' 20" W ALONG SAID RIGHT-OF-WAY 694.02' THEN S 00° 32' 17" E  
 ALONG THE CENTER LINE OF A 60.0' WIDE EASEMENT OF INGRESS-EGRESS  
 AS RECORDED IN CONDOMINIUM BOOK 8, PAGE 37, PUBLIC RECORDS OF  
 ORANGE COUNTY, FLORIDA A DISTANCE OF 141.74' THENCE S 89° 27' 43" W 320'  
 TO THE WEST RIGHT-OF-WAY OF SAID GO'EASEMENT FOR THE POINT OF BEGINNING.  
 RUN THENCE S 89° 27' 43" W 87.00' THENCE S 00° 32' 17" E 520' THENCE S 89° 27' 43" W  
 177.71' THENCE N 00° 32' 17" W 31.49' THENCE S 89° 54' 20" W 89.37' THENCE  
 S 00° 11' 49" E 236.0' TO THE NORTHWEST CORNER OF "WINDTREE GARDENS"  
 A CONDOMINIUM, PHASE I, AS RECORDED IN CONDOMINIUM BOOK 8, PAGE  
 37, THENCE N 89° 54' 20" E ALONG THE NORTH LINE OF SAID "WINDTREE GARDENS"  
 234.87' TO THE WEST RIGHT OF WAY OF SAID GO'EASEMENT SAME BEING A  
 POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 195.57  
 A DELTA ANGLE OF 31° 59' 00" AND AN ARC LENGTH OF 102.89 RUN NORTHERLY  
 ALONG THE ARC OF SAID CURVE 60.81 FT. THRU A CENTRAL ANGLE OF 17° 40' 37"  
 TO THE P.C. OF SAID CURVE. THENCE N 00° 32' 17" W 198.26' TO THE POINT OF  
 BEGINNING.

**EXHIBIT G**



# State of Florida

C.F. 3670 PG 1443



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WINDTREE PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 19, 1984, as shown by the records of this office.

The charter number of this corporation is N06724.

**EXHIBIT H**

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
20th day of December, 1984.



George Firestone  
Secretary of State

CER-101

FILED

ARTICLES OF INCORPORATION 1984 DEC 19 AM 10:37

OF

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

WINDTREE PROFESSIONAL CENTER

CONDOMINIUM ASSOCIATION, INC.,

a Non-Profit Corporation

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPALPLACE OF BUSINESS OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be WINDTREE PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC. Its principal office and place of business shall be at 300 East Highway 50, Winter Garden, Florida 32787. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for WINDTREE PROFESSIONAL CENTER, A CONDOMINIUM, located in Orange County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act, now or hereafter in effect, except as otherwise limited, if at all, by these Articles, and all powers and duties reasonably necessary to administer, govern and maintain the condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including, but not limited to, the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the condominium and of all other properties the Association shall

**EXHIBIT H**

FILED

1984 DEC 19 AM 10:37

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

hold, by whatever means, and operation of the Association, assessments paid by unit owners shall be held in trust by the Association and used solely to pay:

(1) The cost of operation, maintenance, preservation, enhancement or repair of the condominium property and other costs related thereto, and

(2) The cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium (all thereof, in the event that the Association undertakes no other activities). To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the unit owners to be expended solely for the aforesaid purposes or, upon any termination of the condominium, the unexpended portion shall be added to the common surplus for disbursement to the unit owners.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate all condominium property.

(d) To purchase insurance upon condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(e) To improve condominium property further and, after casualty, to reconstruct improvements.

(f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of family units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.

(g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association, and the regulations for the use of the property of the condominium.

(h) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submissions of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repairs and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(k) To encumber, lease or grant other possessory or use interests in any and all property which the Association may acquire or control, including but not limited to any recreational facilities.

(l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(m) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(n) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(o) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(p) To enact rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owned by the Association.

Section 3. Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that he or such firm or corporation so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall be in any way affected or invalidated thereby. Any director of this Association who is also a director or officer or such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

### ARTICLE III - QUALIFICATION OF MEMBERS

#### AND THE MANNER OF THEIR ADMISSION

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration of Condominium naming this Association as the association thereunder. Upon the recording of the Declaration, Windtree Professional Center Condominium Association, Inc. shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member.

Section 2. Ownership of a condominium unit shall be a prerequisite to exercising any rights as a member. A condominium unit may be owned by more than one person or by a corporation, association, partnership or trust.

Section 3. Membership shall not be transferrable, except as provided herein or in any Declaration of Condominium naming this Association as the association thereunder. The membership of any unit owner shall terminate upon the termination of his condominium, or upon transfer of his ownership in the unit, provided the transfer is accomplished in accordance with the provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the unit, subject to a lien thereon for all undischarged assessments, charges and expenses. The Association may rely on a recorded deed as evidence of transfer of a unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE V - NAME AND RESIDENCES OF THE SUBSCRIBERS

The names and addresses of the subscribers to these Articles are as follows:

L. M. Folsom	P.O. Box 1332 Winter Garden, FL 32787
William L. Canole	8943 Bay Cove Court Orlando, FL 32811
Joseph P. Rouadi	150 Minnehaha Circle Maitland, FL 32751

ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time.

Section 2. The names of the officers who are to serve until the



first election are:

L. M. Folsom	President
William L. Canole	Vice President
Joseph P. Rouadi	Secretary/Treasurer

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

#### ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than five (5) persons.

Section 2. The names of the initial Board of Directors and their terms of office are as follows:

L. M. Folsom	One Year
William L. Canole	One Year
Joseph P. Rouadi	One Year

Section 3. At the expiration of the term of such initial Director, his successor shall be elected by the members of the Association to serve for a term of one (1) year. A director shall hold office until his successor has been elected and qualified.

Section 4. Directors may be removed with or without cause, by a majority vote of the membership at any annual or special meeting of the membership called for such purpose.

Section 5. In the event of a vacancy on the Board by reason of death, resignation or otherwise, a majority of the Board of Directors is authorized to fill the vacancy until the next annual meeting. If, after a written request of any member of the Association that the vacancy be filled, the Board fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the

Association at a duly called meeting.

Section 6. Annual meetings of the Board shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board may be called by the President, Secretary, or a majority of the Board upon notice by telegram or by United States mail to each Director sent at least three (3) days prior to the date of the meeting. A majority of the Directors, by waiving notice of a special meeting or consenting to or taking any action, may cause such action to be taken without a formal meeting.

#### ARTICLE VIII - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Developer of the condominium or the mortgagees of any condominium property or family unit without the written consent of the Developer or the mortgagee, respectively, to the extent such written consent may be required by the Developer or mortgagee. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

#### ARTICLE IX - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3rds) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A two-thirds (2/3rds) vote of the membership cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members and the joinder of all record holders of mortgages upon any condominium property or upon property held by the Association. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium of the condominium governed by this Association.

ARTICLE X - VOTING

Section 1. Each member in good standing shall be entitled to one vote. Any unit owned by more than one person or by a corporation, partnership, or trust shall be entitled to only one vote, to be cast by a designee of the holder or holders. If the designation is not filed with the Secretary prior to the commencement of the meeting in which the vote may be exercised, the unit shall not be voted. The designation may be drawn to apply to a specific meeting or to any and all meetings until revoked by the owner or owners of the unit.

Section 2. Votes may be cast either in person, by proxy or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association, or affiliated with the developer. All proxies and voting trust agreements must be in writing and filed with the Secretary at least two (2) days before the time appointed for each meeting. If a proxy or voting trust agreement is applicable to more than one meeting, refiling shall not be required prior to each meeting.

Section 3. All members of the Association shall be entitled to vote upon matters affecting the Association, its property, and other possessory interests or uses and election of Directors.

Section 4. A membership shall be deemed to be in "good standing" and "eligible to vote" at any meeting if, and only if, the member shall have fully paid at least two (2) days prior to the date fixed for the meeting, all assessments made or levied against the unit by the Directors or the Declaration, together with all interest, costs, attorneys' fees and other expenses and penalties, if any, properly chargeable against the family unit.

ARTICLE XI - ADDITIONAL PROVISIONS

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium naming this Association as the association thereunder.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association

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TALLAHASSEE, FLORIDA

shall be distributed to its members, directors, officers. The Association may pay compensation in a reasonable amount to its members, Directors or officers for services rendered, may confer benefits upon its members in conformity with its purpose, and upon dissolution or final liquidation may make distributions to its members as permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 4. Every member of the Board of Directors and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon him in connection with any proceeding or any 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 member of the Board of Directors or officer of the Association, whether or not he is a member of the Board of Directors or officer at the time such expenses are incurred, except that there shall be no indemnification if a director or officer is adjudged guilty of willful misfeasance or malfeasance.

#### ARTICLE XII - SEVERABILITY

Should any paragraph, sentence, phrase, or portion thereof, of any provision of these Articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining parts thereof or of the remaining instruments.

#### ARTICLE XIII - APPOINTMENT OF

#### AGENT FOR SERVICE OF PROCESS

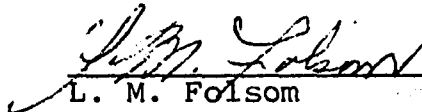
This corporation designates as its registered agent and registered office: Eric S. Mashburn, 102 East Maple Street, Winter Garden, Florida 32787 who accepts this designation as registered agent by his signature below.

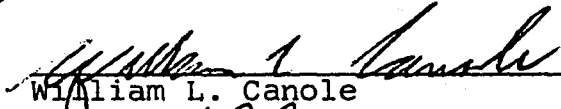
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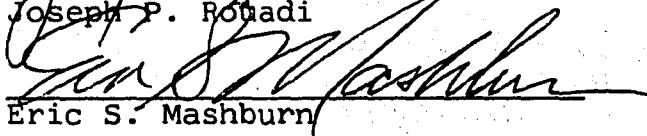
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the undersigned, L. M. Folsom, William L. Canole and Joseph P. Rouadi, being the Subscribers to these Articles of Incorporation of WINDTREE PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC., as herein set forth, and Eric S. Mashburn as registered agent for the corporation, do hereby make and file these Articles of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly, we have hereunto set our hands and seals this 13<sup>th</sup> day of Dec, 1984.

  
L. M. Folsom

  
William L. Canole


  
Joseph P. Rouadi

  
Eric S. Mashburn

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, on this day personally appeared L. M. FOLSOM, WILLIAM L. CANOLE, JOSEPH P. ROUADI, and ~~ERIC S. MASHBURN~~, to me well known to be the persons described in and who executed the foregoing Articles of Incorporation, and, after being first duly sworn, they acknowledged before me that they executed the same, freely and voluntarily, and for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13<sup>th</sup> day of Dec, 1984.

  
Notary Public, State of Florida  
My Commission Expires: 5/22/87

## BYLAWS

OF

WINDTREE PROFESSIONAL CENTER CONDOMINIUM  
ASSOCIATION, INC.

## A NONPROFIT CORPORATION

1. Identity. These are the Bylaws of WINDTREE PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC., herein called the "Association", a nonprofit corporation as provided in Chapter 718, Florida Statutes, and organized pursuant to Chapter 617, Florida Statutes, for the purpose of administering WINDTREE PROFESSIONAL CENTER, a condominium being situate in Orange County, Florida, upon the land described in Exhibit A annexed hereto.

1.1 Office. The initial office of the Association shall be at:

1.2 Fiscal Year. The fiscal year of the Association shall be from July 1 to June 30 of each year.

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

2. Members.

2.1 Qualification. The members of the Association shall consist of all the record owners of units.

2.2 Change of Membership. After receiving the approval of the Association as required in the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

2.3 Voting Rights. The owner of record of each unit in the condominium shall be entitled to one (1) vote for each one hundred square foot (rounded off to the nearest square foot) of gross interior floor area of each condominium unit owned by the member. The term "majority" is used in these bylaws and other condominium instruments, in reference to voting by unit owners, association members and board of directors, as being more than fifty percent (50%).

2.4 Designation of Voting Representative. If a unit is owned by one person alone, his right to vote shall be determined by Proof of Record Title. If a unit is owned by more than one person, including husband and wife, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. All certificates of appointment shall be filed with the Secretary prior to any meeting at which the certificate is to be voted. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned.

**EXHIBIT I**



2.5 Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these Bylaws.

2.6 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

### 3. Members' Meetings.

3.1 Annual Members' Meetings. The annual members' meeting shall be held at the office of the Association at 7:30 PM, Eastern Standard Time, on the first Thursday in August of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the annual meeting shall be held at the same hour on the next day. The annual meeting may be waived by a unanimous agreement of the members in writing. Provided, the Board of Directors shall have the discretion to hold the annual meeting at any other time during the month of August of each year which they may deem to be more convenient to the members of the Association.

3.2 Special Members' Meetings. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast a majority of the votes of the entire membership.

3.3 Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member at his address as it appears on the books of the Association and shall be mailed not less than twenty-one (21) days nor more than sixty (60) days prior to the date of the meeting, except that any meeting called to elect a member or members to the Board of Directors to replace a Developer appointed Director shall require not less than thirty (30) days' notice nor more than forty (40) days' notice. Proof of such mailing shall be given by affidavit of the person giving the notice or by postal certificate. Notice of meeting may be waived before or after meetings. Notice of all such meetings shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting.

3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium or these Bylaws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

3.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and any lawfully adjourned meetings thereof, and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

3.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of Committees.

(f) Election of Directors.

(g) Unfinished business.

(h) New business.

(i) Adjournment.

3.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the membership and the Board of Directors in a businesslike manner and the minutes shall be kept in a book available for inspection by unit owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4. Board of Directors.

4.1 Membership. The affairs of the Association shall be managed by a Board of not less than three (3) Directors nor more than five (5). Each Director shall be a person entitled to cast a vote in the Association, except as provided in Section 4.2(d) of these Bylaws.

4.2 Election of Directors.

(a) Members of the Board of Directors shall be elected by a majority of the owners present at the annual meeting of the members of the Association, and entitled to vote.

(b) Except as to vacancies provided by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors provided that vacancies caused by resignation of a Developer appointed Director may be filled by the Developer appointing a replacement.

(c) Any Director, with the exception of Developer designated directors pursuant to 4.2(d), (e), (f) and (g), may be removed, with or without cause, by concurrence of a majority of the members of the Association at a special meeting of the members called for that purpose. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by any two (2) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(d) The Developer shall be vested with the power to designate the initial Board of Directors, who need not be members entitled to vote in the Association. The initial Board of Directors shall serve until unit owners are entitled to elect unit owners to replace a member or members of the initial Board of Directors as contained in the schedule set out in Paragraphs 4.2(e) and 4.2(f) hereof.

(e) The unit owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors at such time as the Developer has conveyed fifteen percent (15%) or more of the units in the condominium, as provided in the Articles of Incorporation or at such earlier time as the Developer in its discretion may determine.

(f) The unit owners other than the Developer shall be entitled to elect a majority of the members of the Board of Directors:

(1) Three (3) years after the Developer has conveyed fifty percent (50%) of the units that will ultimately be operated by the Association to individual purchasers; or

(2) Three (3) months after the Developer has conveyed ninety percent (90%) of the units that will ultimately be operated by the Association to individual purchasers; or

(3) When all of the units in the condominium have been completed and some of the units have been sold, and none of the remaining units are being offered for sale by the Developer in the ordinary course of business; whichever occurs first or at such earlier time as the Developer in its discretion may determine.

(g) The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in The Turnbull Professional Center, a condominium.

(h) Prior to or not more than sixty (60) days after the time unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the unit owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, including, but not limited to, the following items, if applicable:

(1) Original or a photocopy of the recorded Declaration and all amendments certified by the Developer or its agent as being a complete copy of the actual recorded Declaration;

(2) A copy of the Bylaws;

(3) The minute books, including all minutes, and other books and records of the Association, if any;

(4) Any house rules and regulations which have been promulgated;

(5) Resignation of officers and members of Board of Directors who are required to resign because the Developer is relinquishing control of the Association;

(6) An audit and accounting which need not be certified, for all Association funds, performed by an auditor independent of the Developer.

(7) Association funds or control thereof;

(8) All tangible personal property that is property of the Association, represented by the Developer to be part of the common elements ostensibly part of the common elements and an inventory of that property;

(9) Insurance policies;

(10) Copies of all certificates of occupancy;

(11) Any other permits issued by governmental bodies applicable to the condominium property in force or issued within one year prior to the date the unit owners other than the Developer take control of the Association.

(12) Roster of unit owners and their addresses and telephone numbers, if known, as shown on the developer's records;

(13) Leases, if any, of the common elements and other leases to which the Association is a party;

(14) Employment contracts, if any;

(15) Service contracts, if any;

(16) Other contracts.

**4.3 Term.** The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

**4.4 Organization Meeting.** The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

**4.5 Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, and shall be open to all unit owners. Notice of regular meetings shall be given or delivered to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting, and

except in emergency, notice of such meetings shall be posted conspicuously on the condominium property forty-eight (48) hours in advance for the attention of unit owners.

4.6 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any Director. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Except in the case of any emergency, notice of such meetings shall be posted conspicuously on the condominium property forty-eight (48) hours in advance for the attention of unit owners.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium or these Bylaws.

4.9 Adjourned Meetings. If at any meetings of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 Joinder in Meeting by Approval of Minutes. A Director may join in any action taken at a meeting of the Board of Directors by written concurrence, but such concurrence may not be used for the purpose of creating a quorum.

4.11 Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their numbers to preside.

4.12 Directors' Fees. Directors' fees, if any, shall be determined by the members of the Association; provided, Directors designated by the Developer shall never, under any circumstances, be entitled to Directors' fees.

4.13 Assessments. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

5. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but not be limited to, the following:

5.1 Assess. To make and collect assessments against members to defray the costs and expenses of the condominium.

5.2 Disburse. To use the proceeds from assessments in the exercise of its powers and duties.

5.3 Maintain. To maintain, repair, replace and operate the condominium property.

5.4 Insure. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners, as well as liability insurance for the protection of the Directors of the Association.

5.5 Reconstruct. To reconstruct improvements after casualty and further improve the condominium property.

5.6 Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the condominium.

5.7 Approve. To approve or disapprove the transfer, lease, sale, mortgage and ownership of units in the manner provided by the Declaration of Condominium. No fee shall be charged in connection with a transfer, lease, sale or approval in excess of expenditures reasonably required for the transfer or sale, and this expense

shall not exceed a preset fee of \$50.00. No charge will be made in connection with an extension or renewal of a lease.

5.8 Management Contract. To contract for the management and maintenance of the condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

5.9 Payments of Liens. To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.

5.10 Enforce. To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the regulations for the use of the property in the condominium.

5.11 Utilities. To pay the cost of all power, water, sewer, and other utility services rendered to the condominium and not billed to owners of individual units.

5.12 Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5.13 Bank. To maintain bank accounts on behalf of the Association.

5.14 Fines. To levy fines against unit owners for violations of the rules and regulations established by the Association to govern the unit in the condominium property.

## 6. Officers.

6.1 Officers and Election. The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including, but not limited to the power to appoint committees from among the Members from time to time, as he may, in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

6.3 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

6.6 Compensation. The compensation, if any, of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Developer shall receive any compensation for his services as such.

6.7 Indemnification of Directors and Officers.

(a) 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 whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such 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, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

(b) Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested Directors upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Bylaws.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Bylaws.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions.

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, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications and expenses by the amounts of expenses by accounts and expense classifications.

(a) Current Expense. Current expense shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include, but not be limited to:

- (1) Cost for security;
- (2) Professional and management fees and expenses;
- (3) Taxes;
- (4) Expense for refuse collection and utility services;
- (5) Expense for lawn care;
- (6) Cost for building and common element maintenance and repair occurring annually;
- (7) Insurance costs;
- (8) Administrative and salary expenses.

(b) Reserve for Deferred Maintenance. Reserve for deferred main-



tenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

7.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and may provide funds for the foregoing reserves.

(a) A copy of a proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The unit owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal year exceeding 115% of such assessments for the preceding year, upon written application of ten percent (10%) of the unit owners to the Board of Directors, a special meeting of the unit owner shall be held upon not less than ten (10) days' written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis. There shall also be excluded from such computation, assessments for betterments to the condominium property. Provided, however, that so long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.

(b) The proposed annual budget of the Board of Directors shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, the provisions of Florida Statute 718.504 (20). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. Such reserve accounts may be deleted from the budget or reduced, if the membership of the Association has, by a two-thirds (2/3) vote at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than set out herein.

7.3 Assessments. Assessments against the unit owners for their share of the items of the budget shall be made in advance on or before June 20, preceding the year for which the assessments are made. Such assessments shall be due on July 1, of the assessment year but at the discretion of the Board of Directors may be payable in twelve (12) equal monthly installments, one of which shall come due on the first day of each month of the year for which the assessments are made. In any event assessments shall be payable not less frequently than quarterly. Assessments shall be made in an amount no less than 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. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. 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. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors. The first assessment shall be determined by the Board of Directors of the Association.

7.4 Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become

due upon the date stated in the notice, but not less than ten (10) days after the delivery of the notice to the unit owner, or if such notice be by registered or certified mail, not less than twenty (20) days after the mailing, whichever shall first occur.

7.5 Depository. The depository of the Association will be such banks in Orange County, Florida, as shall be designated from time to time by the Directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors. Provided, however, that the provisions of any management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

7.6 Audit. An audit of the accounts of the Association, if required by proper action of either a majority of the voting members, or of the Board of Directors, shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than October 1 of the year following the year for which the audit is made.

7.7 Fidelity Bonds. Fidelity bonds may be obtained by the Board of Directors for all officers or members of the Board of Directors who control or disburse funds of the Association. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

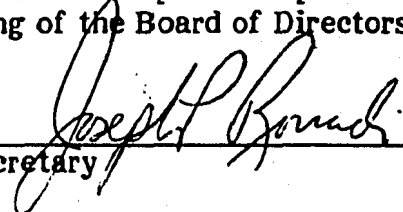
8. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium or these Bylaws.

9. Amendment. The Bylaws may be amended in the manner set forth in the Declaration. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw \_\_\_\_\_ for present text". Non material errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

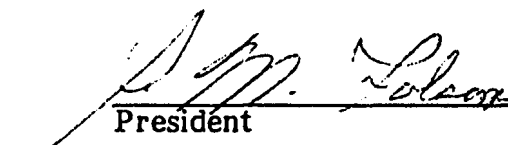
10. Rules and Regulations. Owners of a majority of units represented at a meeting at which a quorum is present may overrule the Board of Directors with respect to any rule promulgated, amended or modified. Copies of all promulgated rules and amendments or modifications thereto shall be furnished by the Board of Directors to unit owners not less than fifteen (15) days prior to the effective date thereof. At no time may any rule or regulation be promulgated, modified or rescinded to prejudice the rights reserved to the Developer.

11. see below

The foregoing were adopted as the Bylaws of WINDTREE PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC., a condominium corporation and a nonprofit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on the 12 day of July, 1985.

  
 \_\_\_\_\_  
 Secretary

APPROVED:

  
 \_\_\_\_\_  
 President

11. The provisions of §718.112 Florida Statutes(1983) and all future amendments to said section are hereby incorporated as part of these bylaws and any provisions of the foregoing in conflict with said section are superceded.

JOINDER OF MORTGAGEE OF  
DECLARATION OF CONDOMINIUM

The First Bankers of Orange County, N.A. \_\_\_\_\_, the owner and holder of a mortgage encumbering the land described in Exhibit A attached to the Declaration of Condominium of WINDTREE PROFESSIONAL CENTER CONDOMINIUM, a condominium, according to the Declaration thereof to which this Joinder is attached, hereby consents to and joins in the said Declaration thereof and agrees that the lien of its mortgage, to the extent of the encumbrance upon the land described in Exhibit A attached to the Declaration of Condominium shall be upon all of the condominium parcels of WINDTREE PROFESSIONAL CENTER CONDOMINIUM, a condominium, according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by The First Bankers of Orange County, N.A. \_\_\_\_\_, or the priority of the lien created thereby, and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Florida Statute 718.104.

EXECUTED this 31st day of July, 1985.

WITNESSES:

Lisa S. Buck  
Joyce Weigand

Mortgagee  
The First Bankers of Orange County, N.A.  
by: Jerry L. Baker  
Jerry L. Baker, Vice President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing Joinder of Mortgagee of Declaration of Condominium was acknowledged before me this 31st day of

July, 1985, by Jerry L. Baker ~~and~~

-----, Vice President ~~and~~

----- of The First Bankers of Orange County, N.A.,

on behalf of said corporation.

*Lisa L. Beech*

Notary Public, State of Florida  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 23, 1988  
BONDED THRU HUCKLEBERRY, SIBLEY  
& HARVEY INSURANCE & BONDS, INC.



**RECORDED & RECORD VERIFIED**

*Thomas H. Locken*

County Comptroller, Orange Co., Fla.