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**MAPLE LEAF COMMERCE CENTER,  
A Condominium**

**DECLARATION OF CONDOMINIUM**

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2582 Mikler Road Ste.1008 Oviedo, FL 32765

DECLARATION OF CONDOMINIUM  
OF  
MAPLE LEAF COMMERCE CENTER

Indrunas Enterprises, LLC, herein called "Developer," on behalf of itself and its successors, grantees, and assigns, hereby makes this Declaration of Condominium:

1. SUBMISSION TO CONDOMINIUM - The fee simple title to the lands located in Seminole County, Florida, and described in attached Exhibit "E" are submitted to the condominium form of ownership.

2. NAME - PLAN OF DEVELOPMENT - The name by which this condominium is to be identified is MAPLE LEAF COMMERCE CENTER, a commercial condominium.

3. NAME - ASSOCIATION - The name of the Condominium Association is "MAPLE LEAF COMMERCE CENTER, INC." This association is incorporated as a not-for-profit Florida corporation.

4. DEFINITIONS - The terms used herein have the meanings stated in Florida Statutes Chapter 718 (Condominium Act) and as follows unless the context otherwise requires:

4.1. ASSESSMENT - The share of the funds required for the payment of common expenses that is assessed against a unit from time-to-time.

4.2. ASSOCIATION - The corporation responsible for the operation of the Condominium.

4.3. ASSOCIATION PROPERTY - All real or personal property owned or leased by the Association.

4.4. MAPLE LEAF COMMERCE CENTER - A certain real property area within Seminole County described in the Declaration and General Protective Covenants for MAPLE LEAF COMMERCE CENTER, recorded in O. R. Book 06440, Page 1665, Public Records of Seminole County, Florida, and amendments thereto.

4.5. BOARD OF DIRECTORS or DIRECTORS or BOARD - The board of directors is responsible for the administration of the Association.

4.6. CHARGE or SPECIAL CHARGE - The obligation of a unit owner to pay or reimburse money to the Association that cannot be secured as an assessment under F.S. 718.116, but which will, if the charge is not paid, give rise to a cause of action against the unit owner under this declaration.

4.7. COMMON ELEMENTS - The portions of the property submitted to condominium ownership by the declaration and not included in the units, including:

4.7.1. Land

4.7.2. All parts of improvements that are not included within the units

4.7.3. Easements

4.7.4. Installations for the furnishing of services to more than one unit or to the common elements, such as air conditioning, electricity, water, and sewer

4.8. COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the Condominium and any other expenses as may be declared to be common expenses by this Declaration. The cost of providing electronic security, and the cost of water and sewer service to the units shall be a common expense.

4.9. COMMON SURPLUS - The amount of all receipts or revenues, including assessments, rents, or profits collected by a Con-dominium Association, that exceeds common expenses.

4.10. CONDOMINIUM DOCUMENTS - This Declaration and the attached exhibits setting forth the nature of the property rights in this Condominium and the covenants running with the land that govern these rights. All the other Condominium documents will be subject to the provisions of the Declaration. The order of priority of the documents will be as follows: (1) Declaration; (2) Association Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.

4.11. CONDOMINIUM PARCEL - A unit together with the undivided share in the common elements that is appurtenant to the unit.

4.12. CONDOMINIUM PROPERTY - The real and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous; all improvements thereon; and all easements and rights appurtenant thereto.

4.13. DEVELOPER - Indrunas Enterprises, LLC, the company that has established this Condominium and the successors and assigns of the company's development rights.

4.14. EXHIBITS:

- A. Association Articles of Incorporation
- B. Condominium Plot Plan
- C. Association Bylaws
- D. Rules and Regulations
- E. Legal description of the Condominium property
- F. Percentages of ownership of the common elements

4.15. INSTITUTIONAL FIRST MORTGAGEE - The mortgagee or its assignee of a first mortgage on a condominium parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, a pension or profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or the Developer. The term also refers to any holder of a first mortgage against a condominium parcel, which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring commercial first mortgage loans, and their successors and assigns.

4.16. LEASE - The grant by a unit owner of a temporary right of use of the owner's unit for a valuable consideration.

4.17. LIMITED COMMON ELEMENTS - Those portions of the common elements that are reserved for the use of a certain unit or units to the exclusion of the other units.

4.18. MAPLE LEAF COMMERCE CENTER - The lands in Seminole County, Florida, within the general boundary of State Road 426 on the West, and such other lands as may be added to or subtracted from such lands from time-to-time.

4.19. OCCUPY - The act of being physically present in a unit on two or more consecutive days. An occupant is one who occupies a unit.

4.20. OPERATION - The administration and management of the Condominium property.

4.21. PERSON - An individual, corporation, trust, or other legal entity capable of holding title to real property.

4.22. SINGULAR, PLURAL, GENDER - Whenever the context permits, use of the plural includes the singular, use of the singular includes the plural, and use of any gender includes all genders.

4.23. UNIT - A part of the Condominium property that is subject to exclusive ownership as described in this Declaration.

4.24. UNIT NUMBER - The letter, number, or combination thereof that is designated on the Condominium Plot Plan and used as the identification of a unit.

4.25. UNIT OWNER - The owner of record legal title to a condominium parcel.

4.26. VOTING INTEREST - The voting rights distributed to the Association members under F.S. 718.104(4)(j).

5. CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES - Each unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple. The unit may be conveyed, transferred, and encumbered like any other parcel of real property, independently of all other parts of the Condominium property, subject only to the provisions of the Condominium documents and applicable laws.

5.1. BOUNDARIES - Each unit will have boundaries as defined below. The boundaries may exist now or may be created by construction, settlement, movement of the buildings, or permissible repairs, reconstruction, or alterations.

5.1.1. HORIZONTAL BOUNDARIES - The upper and lower boundaries of the units will be:

5.1.1.1. UPPER BOUNDARY - The planes of the underside of the finished and undecorated ceilings of the unit, extended to meet the perimeter boundaries.

5.1.1.2. LOWER BOUNDARY - The planes of the upperside of the finished and undecorated surface of the floors of the unit, extended to meet the perimeter boundaries.

5.1.2. PERIMETER BOUNDARIES - The perimeter boundaries will be both the finished and undecorated interior surfaces of the perimeter walls of the unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the unit's windows, doors, and other openings that abut the exterior of the building or common elements, including limited common elements.

5.2. EXCLUSIVE USE - Each unit owner will have the exclusive use of such owner's unit.

5.3. OWNERSHIP - The ownership of each unit will carry with it, as appropriate, and whether or not separately described, all of the rights, title, and interest of a unit owner in the Condominium property which will include, but not be limited to:

5.3.1. COMMON ELEMENTS AND COMMON SURPLUS - An undivided share of ownership of the common elements and common surplus.

5.3.2. LIMITED COMMON ELEMENTS - Either the exclusive use or use in common with one or more other designated units of the limited common elements that may exist. Such elements include unit amenities, private stairway(s), mechanical rooms serving only one unit, and all items set forth in Section 6 that are exterior to a unit and are expressly required to be maintained by the unit owner.

5.3.3. ASSOCIATION MEMBERSHIP - Membership in the Association and voting rights.

5.4. EASEMENTS - The following nonexclusive easements are created by and granted from the Developer to each unit owner; to the Association; and their employees, agents, and hired contractors; to utility companies; to unit owners, their/its guests, and invitees; and to governmental and emergency services, as applicable.

5.4.1. EASEMENT FOR AIR SPACE - An exclusive easement for use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time-to-time. The easement will be terminated automatically in any air space that is vacated from time-to-time.

5.4.2. INGRESS AND EGRESS - Easements over the common elements for ingress and egress to units and public ways.

5.4.3. MAINTENANCE, REPAIR, AND REPLACEMENT - Easements through the units and common elements for maintenance, repair, and replacement.

5.4.4. UTILITIES - Easements through the common elements and units for conduits, ducts, plumbing, and wiring, and other facilities for the furnishing of services and utilities to other units, the common elements, and other utility customers, both existing and future.

5.4.5. PUBLIC SERVICES - Access to both the Condominium property and the units for lawfully performed emergency, regulatory, law enforcement, and other public services.

6. MAINTENANCE; LIMITATIONS ON ALTERATIONS AND IMPROVEMENTS - The responsibility for protection, maintenance, repair, and replacement of the Condominium property, and restrictions on its alteration and improvement, shall be as follows:

6.1. ASSOCIATION MAINTENANCE - The Association is responsible for the protection, maintenance, repair, and replacement of all common elements and Association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

6.1.1. Electrical wiring up to the circuit breaker panel in each unit.

6.1.2. Water pipes, up to the individual unit cut-off valve within the unit.

6.1.3. Air conditioning condensation drain lines, up to the point where they enter each unit.

6.1.4. Sewer lines, up to the point where they enter the unit.

6.1.5. All installations, fixtures, and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.

6.1.6. The exterior surface of the main entrance doors to the units.

6.1.7. All exterior building walls, including painting, waterproofing, and caulking.

6.1.8. All exterior roof, including flashing, shingles, vents, and lightning rods.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be repaired promptly by and at the expense of the Association, which shall restore the property as nearly as practicable to its condition before the damage, and the cost shall be a common expense except the Association shall not be responsible for the damage to any alteration or addition to the common elements made by a unit owner or his or her predecessor in title or for damage to paint, wallpaper, paneling, flooring, or carpet which, of necessity, must be cut or removed to gain access to work areas located behind it.

6.2. UNIT OWNER MAINTENANCE - Each unit owner is responsible, at the owner's expense, for all maintenance, repairs, and replacements of the owner's unit and certain limited common elements. The owner's responsibilities include, without limitation:

6.2.1. Maintenance, repair, and replacement of windows and window glass.

6.2.2. The main entrance door to the unit and its interior surfaces.

6.2.3. All other doors within or affording access to the unit.

6.2.4. The electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the unit or serving only the unit.

6.2.5. The circuit breaker panel and all electrical wiring going into the unit from the panel.

6.2.6. Appliances, water heaters, smoke alarms, and vent fans.

6.2.7. All air conditioning and heating equipment, thermostats, ducts, and installations serving the unit exclusively, except as otherwise provided in Paragraph 6.4. below.

6.2.8. Carpeting and other floor coverings.

6.2.9. Door and window hardware and locks.

6.2.10. All plumbing, including but not limited to sinks, water heaters, piping, valves, etc.

6.2.11. The main water supply shut-off valve for the unit.

6.2.12. Other facilities or fixtures that are located or contained entirely within the unit and serve only that unit.

6.2.13. All interior partition walls that do not form part of the boundary of the unit.

### 6.3. OTHER UNIT OWNER RESPONSIBILITIES

6.3.1. INTERIOR DECORATING - Each unit owner is responsible for all decorating within the owner's unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.



6.3.2. FLOORING - All unit offices shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, VCT flooring, sheet vinyl, etc., except carpeting, VCT flooring, and/or sheet vinyl is not required in kitchens, bathrooms, laundry rooms, utility rooms, or mechanical rooms. An owner who desires to install, in place of carpeting, any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality equivalent or superior to Jamo sound isolation material, all installed in accordance with the rules and regulations as amended from time-to-time to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting or require the removal of such hard-surface flooring at the expense of the offending unit owner. Each unit owner, by acceptance of a deed or other conveyance of their unit, hereby acknowledges and agrees that sound and impact noise transmission in a building such as the Condominium is very difficult to control and that noises from adjoining or nearby units and/or mechanical equipment can be heard in another unit. The Developer does not make any representation or warranty as to the level of sound or impact noise transmission between and among units and the other portions of the Condominium property, and each unit owner hereby waives and expressly releases, to the extent not prohibited by applicable law as of the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

6.3.3. WINDOW COVERINGS - The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.

6.3.4. MODIFICATIONS AND ALTERATIONS OR NEGLECT - If a unit owner makes any modifications, installations, or additions to the unit or the common elements or neglects to maintain, repair, and replace as required by this Section 6, the unit owner, and the owner's successors in title, shall be financially responsible for:

6.3.4.1. Insurance, maintenance, repair, and replacement of the modifications, installations, or additions;

6.3.4.2. The costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations, or additions; and

6.3.4.3. The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium property for which the Association is responsible.

6.3.5. USE OF LICENSED AND INSURED CONTRACTORS - Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition, or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that the owner's contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

6.4. APPLIANCE MAINTENANCE CONTRACTS - If there shall become available to the Association a program of contract maintenance for water heaters serving individual units, and/or air conditioning compressors, and/or air handlers and related equipment and fixtures serving individual units, that the Association determines is to the benefit of the owners to consider, then on agreement by a majority of the voting interests of the Condominium, in person or by proxy and voting at a meeting called for the purpose, or on agreement by a majority of the total voting interests of the Condominium in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the unit owner.

6.5. PEST CONTROL - The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline such service unless the Association determines that service is necessary for the protection of the balance of the Condominium, in which event the owner thereof either must permit the Association's pest control company to enter the unit or must employ a licensed pest control company to enter the owner's unit on a regular basis to perform pest control services and must furnish written evidence thereof to the Association. The cost of pest control provided by the Association is a common expense, so the election of an owner not to use the service will not reduce the owner's assessments.

6.6. OWNER ALTERATION OF COMMON ELEMENTS RESTRICTED - No unit owner may make any alterations, add to, or remove any part of the portions of the improvements that are to be maintained by the Association without the prior written approval of the Board of Directors. The Board has the authority to approve, disapprove, or require modifications to the proposed work. The Board's decision will be final. The owner must obtain all necessary approvals and permits from applicable government entities. The Association may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the owner, including any subsequent maintenance and restoration. No owner will do any work that would jeopardize the safety or soundness of the building or impair any easements. If approved by the Board, two units owned by the same owner that are adjacent, either horizontally or vertically, may be connected by doorways or stairways through common element walls or floors. Such Board-approved work is declared not to constitute material alterations or substantial additions to the common elements.

## 7. COMMON ELEMENTS

7.1. SHARE OF - The common elements will be owned by the unit owners in undivided shares as set forth in Exhibit "F". Such undivided shares are stated as fractions and are based on the total square footage of each unit in uniform relationship to the total square footage of all of the units in the Condominium.

7.2. USE - Each unit owner and the Association will be entitled to use the common elements in accordance with the purposes for which the elements are intended; however, no such use may hinder or encroach upon the lawful rights of other unit owners.

7.3. MATERIAL ALTERATIONS AND ADDITIONS - Except for changes made by an owner with Association approval as provided in Paragraph 6.6. above, or by the Board of Directors alone for the integrity of the Condominium property, material alterations of, or substantial additions to, the common elements or to Association property, including the purchase, acquisition, sale, conveyance, or mortgaging of such property, may be effectuated only by vote of 67% of the voting interests of the Association at a meeting called for that purpose. The Board of Directors, without any vote of the membership, is authorized to lease or grant easements or licenses for the use of the common elements or Association property to unit owners or other persons if, in the judgment of the Board, the use will benefit the members of the Association, even when the lease, easement, or license would result in a material alteration or substantial addition to the common elements or Association property. The Association may charge for the use.

8. FISCAL MANAGEMENT - The fiscal management of the Condominium, including budget, fiscal year, charges, assessments, and collection of assessments, shall be as set forth herein and in the Bylaws (Exhibit "C").

9. ADMINISTRATION - The administration of the Condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the Articles of Incorporation and the Bylaws.

10. INSURANCE - To adequately protect the unit owners, the Association, and all parts of the Condominium property and Association property that are required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1. DUTY AND AUTHORITY TO OBTAIN - The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. In all insurance purchased by the Association, the name of the insured shall be the Association and the unit owners and their mortgagees (without naming them), as their interests shall appear, and the policy shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. In the event that the mortgagee requests the Association to name it as an additional insured as its interests may appear, the Association shall do so.

10.2. BASIC INSURANCE - The Board of Directors will procure insurance covering the building and improvements as well as all insurable Association property, in an amount determined annually by the Board. Pursuant to F.S. 718.111(11)(b), the word "building" does not include floor coverings, wall coverings, or ceiling coverings, nor electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built-in cabinets located within a unit. Such insurance shall afford the following protection:

10.2.1. PROPERTY - The policy must include extended coverage (including windstorm) and replacement cost coverage for loss or damage by fire, vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

10.2.2. FLOOD - The policy must include up to the replacement cost for each building and insurable improvements, as available.

10.2.3. LIABILITY - The policy must include premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

10.2.4. AUTOMOBILE - The policy must include automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association business in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.

10.2.5. WORKERS' COMPENSATION - The Association shall maintain workers' compensation insurance to meet the requirements of law.

10.2.6. FIDELITY BONDING - The Association shall obtain and maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

10.2.7. DIRECTORS AND OFFICERS LIABILITY INSURANCE - The Association shall obtain and maintain adequate directors and officers liability insurance using the broad form of policy coverage for all directors and officers and, if available, for committee members of the Association.

10.2.8. OPTIONAL COVERAGE - The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time-to-time to be in the best interests of the Association and unit owners.

10.3. DESCRIPTION OF COVERAGE - A detailed summary of the coverage included in the master policies shall be available for inspection by unit owners on request.

10.4. WAIVER OF SUBROGATION - The Board of Directors shall endeavor to obtain, if available and where applicable, insurance policies that provide that the insurer waives its rights to subrogation as to any claim against unit owners, the Association, or their respective servants, agents, or guests.

10.5. SHARES OF INSURANCE PROCEEDS - All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

10.5.1. COMMON ELEMENTS - Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as the owner's share in the common elements.

10.5.2. UNITS - Proceeds on account of damage to units shall be held in as many undivided shares as there are damaged units, the share of each owner being in proportion to the cost of restoring the damage suffered by each such unit.

10.5.3. MORTGAGEES - If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests may appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages that it may hold against units except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged improvements, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts on Association policies.

10.6. DISTRIBUTION OF INSURANCE PROCEEDS - Proceeds of insurance policies received by the Association shall be distributed for the benefit of the unit owners in the following manner:

10.6.1. COST OF RECONSTRUCTION OR REPAIR - If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall first be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by the Association.

10.6.2. 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 proceeds after expenses shall be distributed to the beneficial owners. The remittances to unit owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

10.7. ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY – If any part of the Condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

11.1. DAMAGE TO UNITS – Where loss or damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of the unit owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers, and personnel for work done, materials supplied, or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the unit owners may direct. The owners of damaged units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

11.2. DAMAGE TO COMMON ELEMENTS – LESS THAN "VERY SUBSTANTIAL" – When loss or damage occurs to the common elements, but the loss is less than "very substantial," as hereinafter defined, it shall be mandatory for the Association to repair, restore, or rebuild the damage caused by the loss, and the following procedures shall apply:

11.2.1. ESTIMATES – The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

11.2.2. INSURANCE INSUFFICIENT – If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the common elements, the Association shall promptly, on determination of the deficiency, levy a special assessment against all unit owners. Such special assessments need not be approved by the unit owners. The special assessments shall be added to the proceeds available for reconstruction and repair of the property.

11.2.3. "VERY SUBSTANTIAL" DAMAGE – As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three fourths or more of the total units are rendered unusable. Should such "very substantial" damage occur, then:

11.2.3.1. OWNERS' MEETING – A meeting of the Association shall be called by the Board of Directors to be held within a reasonable time after the casualty. A determination by the Board of Directors as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the membership with reference to reconstruction or termination of the Condominium, subject to the following:

11.2.3.1.1. INSURANCE SUFFICIENT - If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special assessment is required, the Condominium property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of units, in which case the Condominium shall be terminated pursuant to Paragraph 16.2.

11.2.3.1.2. INSURANCE INSUFFICIENT - If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless at least 67% of the voting interests of the Association vote in favor of such special assessment and against termination of the Condominium, it shall be terminated pursuant to Paragraph 16.2. If 67% of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the property.

11.2.4. DISPUTES - If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding on all unit owners.

11.3. APPLICATION OF INSURANCE PROCEEDS - It shall be presumed that the first funds disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the common elements and Association property and then to the units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association. However, if special assessments were made pursuant to Paragraph 11.2.3.1.2. hereof, then all or a part of the remaining money shall be returned to the unit owners paying those assessments pro rata, according to the amount each paid, up to the full amount each paid, and then to the Association.

11.4. EQUITABLE RELIEF - In the event of substantial damage to the Condominium property, and if the property is not reconstructed or repaired within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board of Directors to be reasonable and the work proceeds without intentional and unwarranted delay to completion.



11.5. PLANS AND SPECIFICATIONS - Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of 67% of the voting interests of the Maple Leaf Commerce Center.

12. USE RESTRICTIONS - The use of the property of the Condominium shall be in accordance with the rules and regulations attached hereto and incorporated herein as Exhibit "D" and the following provisions:

12.1. LAWFUL USE - All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies that require maintenance, modification, or repair on Condominium property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration.

12.2. RULES AND REGULATIONS - The rules and regulations attached hereto as Exhibit "D" and made a part hereof by reference concerning the use of the Condominium property including the units may be amended from time-to-time by the Board of Directors. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No new or amended regulation may be enforced prior to distribution to the owners. Changes in the rules and regulations must be recorded in the public records.

12.3. USE AND OCCUPANCY OF THE UNITS is restricted to one (1) owner, its/his/her/their tenants, and its/his/her/their business invitees per unit only. This use restriction shall not be construed in such a manner as to prohibit a unit owner from maintaining a personal professional library, keeping personal business or professional records or accounts, or handling personal, business, or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal commercial use.

12.4. ACCESS TO UNITS - The Association has an irrevocable right of access to the units during reasonable hours when necessary for the purpose of maintenance, repair, and replacement of the common elements or of any portion of a unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs that are necessary to prevent damage to the common elements or to another unit or units. The owner of a unit has a right of access to any adjoining unit as and if it is reasonably necessary in order to maintain, repair, or replace parts of the owner's unit. The right of access to a unit shall be exercised after reasonable notice to the unit owners unless such notice is not possible or practical under the circumstances, with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, and with reasonable precautions to protect the personal property within the unit. The Association requires and shall retain a passkey to all units. No unit owner shall install or alter any lock that prevents access while the unit is unoccupied without providing the Association with a key.

12.5. PARKING - Each unit shall always have the use of their assigned parking spaces in the parking lot (Exhibit "K").

12.6. PETS - OWNERS AND INVITEES - Pets shall be as allowed and regulated in the rules and regulations (Exhibit "D"). However, owners and invitees and guests shall not be permitted to have pets on premises.

12.7. NUISANCES PROHIBITED - No person shall engage in any practice, exhibit any behavior, nor permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any occupant of the Condominium.

13. LEASE, CONVEYANCE, DISPOSITION - The purpose and object of this section is to maintain a quiet, tranquil, non-transient, and business oriented atmosphere with the owner conducting business in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large financial investment of each owner. Therefore, the lease, conveyance, disposal, and financing of the units by owners (subject to the exceptions provided in Paragraph 18.1.) shall be subject to the following provisions:

13.1. ASSOCIATION APPROVAL REQUIRED - Except for Developer sales, no owner may sell, lease, give, or otherwise transfer ownership of a unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the unit number, the name of the Condominium, and the Official Record Book (O. R. Book) and Page numbers in which this Declaration was originally recorded. For all unit transfers of title other than from the Developer, the approval must be recorded simultaneously in the Seminole County, Florida Public Records with the deed or other instrument transferring title to the unit.

13.1.1. LEASES - Approvals of leases need not be recorded. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Covenants of the Condominium and Community Associations' documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them and such funds shall be secured as a charge. Each unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term. The minimum leasing period is 30 days and no unit may be leased more than three times per calendar year unless made more restrictive by the Board.

13.1.2. MULTIPLE OWNERS - Consistent with Section 13 above, de facto time sharing of units is not permitted and approval will not be given for the sale of a unit or an interest in a unit to multiple persons (e.g., siblings or business associates), who may intend that they and their families would split occupancy of the unit into different time periods during the year.

13.2. APPROVAL PROCEDURE - The approval of the Association shall be obtained as follows:

13.2.1. WRITTEN NOTICE - Not later than 15 days before the transfer of ownership occurs, or the first day of occupancy under a lease, legal written notice shall be given the Association by the owner of intention to sell or transfer interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100 or as permitted by law from time-to-time.

No approval of the Association shall be required for a lease of a unit to an affiliate of the owner. As used in this Declaration, the term "affiliate" shall include any person or entity who, directly or indirectly, through one or more intermediaries, controls or is controlled by or under the common control with another person or entity, including (i) any person or entity owning or controlling ten (10%) percent or more of the outstanding voting securities in another person or entity, (ii) any officer, director, partner, or trustee of such person or entity, and (iii) if such person or entity is an officer, director, partner, or trustee of a person or entity, the person or entity for whom or which such person or entity is acting in any such capacity.

Notwithstanding Section 13.1.1, any owner or lessee may sub-lease its unit or a portion thereof to other persons or entities provided that the sub-lease requires the sub-lessee(s) to comply with the terms and conditions of this Declaration.

13.2.2. ASSOCIATION'S OPTIONS - The Association must, within 15 days after receipt of all the information required above, either approve the transfer, disapprove it for cause, or, except in the case of disapproval for cause, on the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association, or the owner may withdraw the proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Condominium and the purposes as set forth at the beginning of this Section 13. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself when required to do so, the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

13.2.3. CLOSING DATE - The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase.

13.2.4. NOTICE OF DISAPPROVAL - If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 13.2.2.), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the unit have been paid. Other appropriate grounds for disapproval are as follows:

1. The unit owner has a history of leasing the unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of the unit.

2. The real estate company or rental agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval.

3. The application on its face indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Condominium and the Beach Colony Community.

4. The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude.

5. The prospective lessee has a history of conduct that evidences disregard for the rights and property of others.

6. The prospective lessee evidences a strong possibility of financial irresponsibility.

7. The prospective lessee, during previous occupancy in this Condominium or elsewhere, has evidenced an attitude of disregard for the Association rules.

13.3. JUDICIAL SALES - Judicial sales are exempt from this section.

13.4. UNAPPROVED TRANSACTIONS - Any transaction that is not approved under the terms of this Declaration shall be void unless subsequently approved by the Association.

14. COMPLIANCE AND DEFAULT - Each unit owner, tenant, and other invitee shall be governed by, and shall comply with, the provisions of the Condominium Act as amended from time-to-time, this Declaration, including its exhibits, the Association Articles of Incorporation, and the Association Bylaws.

14.1. REMEDIES - Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages, injunctive relief, or both. Actions may be maintained by the Association or by any unit owner.

14.2. COSTS AND FEES - In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

14.3. OWNER INQUIRIES- When a unit owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The Board's response shall either (a) give a substantive response, (b) notify the inquirer that a legal opinion has been requested, or (c) notify the inquirer that advice has been requested from the Bureau of Compliance, Division of Florida Land Sales, Condominiums, and Mobile Homes. If advice has been requested from the Bureau of Compliance, the Board shall provide a written substantive response to the inquirer within 10 days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within 60 days of receipt of the inquiry. The failure to provide a substantive response as set forth above precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint. If unresolved, a dispute, as defined in F.S. 718.1255(1), must be arbitrated in mandatory non-binding arbitration proceedings prior to commencement of litigation. The Board of Directors may adopt reasonable rules and regulations governing the frequency and manner of responding to unit owner inquiries, including a limit of one unit owner inquiry in any 30-day period.

14.4. NO WAIVER OF RIGHTS - The failure of the Association or any owner to enforce any covenant, restriction, or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

15. AMENDMENTS - Amendments to any of the condominium documents shall be in accordance with the following:

15.1. REQUIREMENTS - An amendment may be proposed either by the Board of Directors or by 25% of the voting interests of the Association and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may include later written approval of voters not present) and the separate written joinder of mortgagees where required and shall include the recording date (identifying the location of the Declaration as originally recorded). The amendment shall become effective when the certificate is recorded in the public records.

15.2. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error, or omission in any of the Condominium documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone.

15.3. REGULAR AMENDMENTS - Amendments may be enacted by a favorable vote of the owners of 67% of the voting interests in the Association.

15.4 DEVELOPER AMENDMENTS - Until relinquishment of Developer control of the Association (turnover) and except as otherwise provided by law in F.S. 718.110(2), the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its exhibits, or to the plan of development, as may be required by any lender or governmental authority, or as may be, in the developer's judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its exhibits.

15.5. MORTGAGEE APPROVAL - Amendments materially affecting the rights or interests of mortgagees must have the approval of the holders of institutional first mortgages of record representing 51% of the votes of units subject to such mortgages who have requested the Association to notify them on any proposed action specified in this paragraph. Implied approval shall be assumed when such holder fails to respond to any written request for approval within 30 days after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Seminole County, Florida. A change to any of the following shall be considered as material:

1. Any change in the proportion or percentage by which the owner of the unit shares the common expenses and owns the common surplus.
2. Reallocation of interests or use rights in the common elements.
3. Redefinition of any unit boundaries.
4. Convertibility of units into common elements or vice versa.
5. Expansion or contraction of the Condominium.

15.6. DEVELOPER'S RIGHTS - No amendment to this Declaration or any of the Condominium documents shall change the rights and privileges of the Developer without the Developer's written approval as long as the Developer holds any units for sale in the ordinary course of business.

15.7. WRITTEN AGREEMENTS - Any approval of unit owners on any matter called for by this Declaration, its exhibits, or any statute to be taken at a meeting of unit owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to F.S. 718.112(2)(d)4 and F.S. 617.0701.

16. TERMINATION - Termination of the Condominium shall be carried out in accordance with the following:

16.1. BY AGREEMENT - The Condominium may be caused to be terminated at any time by written agreement of the owners of at least three fourths of the units, and of the holders of institutional first mortgages as provided for in Paragraph 15.6. above.



16.2. WITHOUT AGREEMENT, ON ACCOUNT OF VERY SUBSTANTIAL DAMAGE – If the Condominium suffers "very substantial damage" to the extent defined above in Paragraph 11.2.3., and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

16.3. PROCESS OF TERMINATION – Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this paragraph is recorded in the Public Records of Seminole County, Florida.

16.3.1. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice President with the formalities of a deed, and certifying as to the facts effecting the termination. The Certificate also shall include the name and address of a Florida financial institution with trust powers or a licensed Florida attorney who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity.

16.3.2. The recording of that Certificate of Termination automatically divests the Association of title to all Association property, and divests all unit owners of legal title to their respective Condominium parcels, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property that was formerly the Condominium property or Association property, without need for further conveyance. Beneficial title to the former Condominium and Association property shall be transferred to the former unit owners as tenants in common, in undivided shares as determined in 16.3.3 below, without further conveyance. Each lien encumbering a Condominium parcel shall be automatically transferred to the equitable interest in the former Condominium property and Association property attributable to the unit encumbered by the lien, with the same priority.

16.3.3. The beneficial interest of the former owner shall be a fraction, the numerator of which is the assessed value for ad valorem taxation of the former owner's parcel immediately prior to the termination without reduction for homestead exemption or any other exemptions personal to the unit owner (if any) and the denominator of which shall be the total assessed value of all the parcels, likewise without exemptions.

16.4. WINDING UP OF ASSOCIATION AFFAIRS - The termination of the Condominium does not, by itself, terminate the Association. The former unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and the Bylaws, to the extent necessary for, and for the sole purpose of, winding up the affairs of the Association in accordance with this paragraph.

16.5. TRUSTEE'S POWERS AND DUTIES - The Termination Trustee shall hold legal title to the property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees, and other lien holders, as their interests shall appear. If the former unit owners approve a sale of the property as provided in this paragraph, the Termination Trustee shall have the power and authority to convey title to the purchaser and to distribute the proceeds in accordance with the provisions of this paragraph. The Termination Trustee may charge a reasonable fee for acting in such capacity, and that fee, as well as all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium and Association property and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely on the written instructions and information provided to it by the officers, directors, and agents of the Association and shall not be required to inquire beyond such information and instructions.

16.6. PARTITION; SALE - Following termination, the former Condominium property and Association property may be partitioned and sold on the application of any unit owner. If following a termination at least 75% of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the unit owners have not authorized a sale of the former Condominium and Association property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the Association or the former unit owners. The net proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

16.7. NEW CONDOMINIUM - The termination of the Condominium does not bar creation of another Condominium including all or any portion of the property.

16.8. PROVISIONS SURVIVE TERMINATION - The provisions of this Section 16 are covenants running with the land and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation and shall have the power to levy assessments to pay the costs and expenses of the Termination Trustee and of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, and post-termination costs of maintaining the former Condominium property are common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former unit owner, which to the maximum extent permitted by law shall be superior to, and take priority over, all other liens.

17. PROVISIONS PERTAINING TO DEVELOPER - As long as the Developer holds any unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

17.1. Assessment of the Developer as a unit owner for capital improvements.

17.2. Any action by the Association that would be detrimental to the sale of units or the completion of the project by the Developer, including such use of unsold units and common elements and Association property as may facilitate completion, sale, maintenance of a sales office, showing of the property, and display of signs.

#### 18. RIGHTS OF MORTGAGEES

18.1. PARTIAL RELEASE FROM PRIOR ASSESSMENTS - A first mortgagee who acquires title to a unit by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than six months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1% of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Such mortgagee may obtain title, own, occupy, lease, sell, or otherwise dispose of such unit without the approval of the Association.

18.2. RIGHTS TO INFORMATION - On receipt by the Association from any institutional mortgagee, guarantor, or insurer of a copy of the mortgage held by such mortgagee, guarantor, or insurer on a unit, together with a written request from such mortgagee or an insurer or guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, insurer, or guarantor the following, for which the Association may charge a reasonable fee:

18.2.1. FINANCIAL STATEMENTS - A copy of a financial statement of the Association for the immediately preceding fiscal year; and

18.2.2. INSURANCE CANCELLATION - Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium or Association property or any improvements thereon, or any fidelity bonds of the Association except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available; and

18.2.3. DAMAGE TO CONDOMINIUM - Written notice of any damage or destruction to the improvements located on the common elements or Association property that affects a material portion of the common elements or Association property or the unit securing its mortgage; and

18.2.4. EMINENT DOMAIN - Written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium property or the unit securing its mortgage; and

18.2.5. DELINQUENT ASSESSMENTS - Written notice of failure by the owner of a unit encumbered by a first mortgage held by such institutional mortgagee, guarantor, or insurer to pay any assessments when such failure or delinquency has continued for a period of 60 days or longer.

18.2.6. FAILURE TO NOTIFY - The failure of the Association to send any such notice to any such mortgagee, guarantor, or insurer shall have no effect on any meeting, action, or thing that was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

19. ENFORCEMENT OF ASSESSMENT LIENS - Liens for unpaid assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association may also bring an action to recover a money judgment. After a judgment of foreclosure has been entered, the unit owner during occupancy shall be required to pay a reasonable rental if so ordered by the Court. If the unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

19.1. CREATION AND ENFORCEMENT OF CHARGES - The Association shall have a cause of action against unit owners to secure payment to the Association by unit owners of all charges, costs, and expenses to the Association that cannot be secured as assessments, regular or special, under F.S. 718.116. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorneys' fees, including costs and fees on appeal, incurred in collection.

20. COMMON EXPENSES AND COMMON SURPLUS - Each unit's share shall be that share of the whole set forth in Exhibit "F".

21. CONDEMNATION

21.1. DEPOSIT OF AWARDS WITH ASSOCIATION - The taking of all or any part of the Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association, and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his or her award, or the amount of that award shall be set off against any sums payable to that owner.

21.2. DETERMINATION WHETHER TO CONTINUE CONDOMINIUM - Whether the Condominium will be continued after condemnation will be determined in the manner provided in Section 11 above for determining whether damaged property will be reconstructed and repaired after a casualty.

21.3. DISBURSEMENT OF FUNDS - If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

21.4. ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

21.5. UNITS REDUCED BUT TENANTABLE - If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

21.5.1. RESTORATION OF UNIT - The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit;

21.5.2. DISTRIBUTION OF SURPLUS - The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

21.6. UNIT MADE UNTENANTABLE - If the taking is of any entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

21.6.1. PAYMENT OF AWARD - The fair market value of the unit immediately prior to the taking, as determined by agreement between the unit owner and the Association or by arbitration in accordance with Paragraph 22.6.4., shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagee(s).

21.6.2. ADDITION TO COMMON ELEMENTS - If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by all unit owners in the manner approved by the Board of Directors.

21.6.3. ADJUSTMENT OF SHARES IN COMMON ELEMENTS - The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total remaining square footage of units calculated as provided in Exhibit "F" to this Declaration.

21.6.4. ARBITRATION - If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within 30 days after notice by either party, the value shall be determined by appraisal in accordance with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser who shall appraise the unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance on the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

21.7. TAKING OF COMMON ELEMENTS - Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

21.8. AMENDMENT OF DECLARATION - Changes in the units, in the common elements, and in the ownership of the common elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium as ordered by a court or approved by a majority of unit owners (voting interests) of this Condominium, without the consent of any mortgagee being required for any such amendment.

22. VOTING - Each unit shall have one full indivisible vote in all matters.

23. FUTURE DEVELOPMENT EASEMENTS - The Developer, for itself and its successors and assigns, reserves easements over the Condominium property as necessary to complete future development, if any, including construction access and utilities.


24. SEVERABILITY AND NON-WAIVER - If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and of the application of any such paragraph, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby. The failure of the Association in any instance to enforce any covenant or provision of this Declaration or any of the Condominium documents shall not constitute a waiver of its right to do so thereafter in other instances.

THIS DECLARATION OF CONDOMINIUM and exhibits hereto made and entered into on 7-14, 2008.

Indrunas Enterprises, LLC  
a Florida Limited Liability  
Company, Developer

(CORPORATE SEAL)

BY: (Sign)

  
Thomas Indrunas  
Owner/Manager

WITNESSES:

Nan Lee Overstreet  
Diana L Habuda

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me on 7-14, 2008, by Thomas Indrunas, as Owner/Manager of Indrunas Enterprises, LLC, on behalf of said limited liability company. He is personally known to me or has produced FL Drivers License as identification.

Sworn to before me on 7-14-08.



(Sign) Diana L. Habuda  
NOTARY PUBLIC STATE OF FLORIDA



Declaration of Condominium for the MAPLE LEAF COMMERCE CENTER  
Commercial Condominium

**EXHIBIT LIST**

- A. Association Articles of Incorporation
- B. Condominium Plot Plan
- C. Association Bylaws
- D. Rules and Regulations
- E. Legal Description of the Condominium Property
- F. Percentages of Ownership of the Common Elements
- G. Estimated Operating Budget
- H. Storm Sewer, Sanitary Sewer System, and Retention/Detention  
Pond Maintenance Agreement
- I. Declaration and Dedication of Easement
- J. Architectural Review Board
- K. Parking Assignments

**A**

# ARTICLES OF INCORPORATION

OF

## MAPLE LEAF COMMERCE CENTER INC.

The undersigned subscriber to these Articles of Incorporation is a natural person competent to contract and hereby form a non profit Corporation under Chapter 617 of the Florida Statutes.

### ARTICLE 1 - NAME

The name of the Corporation is **MAPLE LEAF COMMERCE CENTER INC.**, (hereinafter, "Corporation). Throughout these Articles of Incorporation the term "Corporation" shall be synonymous with the term "Association" incorporated hereunder.

### ARTICLE 2 - PURPOSE AND POWERS

2.1. The Corporation shall engage in any activity or business permitted under the laws of the United States and of the State of Florida as a condominium association. The purpose for which the Association is organized is to act as a governing association and the managing entity for **MAPLE LEAF COMMERCE CENTER, INC.** ("Condominium") for the Condominium Units ("Units") to be located upon the lands in Seminole County, Florida ("Condominium Property"). All capitalized terms used in these Articles of Incorporation, if not defined, shall have the meanings ascribed to such terms that are contained in the Declaration of Condominium



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for the Condominium ("Declaration"), or chapter 718, Florida Statutes, or the Bylaws, and such meanings are incorporated into these Articles of Incorporation by reference as if set forth herein. If there is any conflict between the terms of these Articles of Incorporation and the Declaration, the terms of the Declaration shall govern. "Member" means a member of the Association. The Association shall not be operated for profit and shall make no distributions of income to its Members, Directors or Officers.

2.2. The Association shall have all of the powers, rights, and privileges that a corporation organized under the Florida Not For Profit Corporation Act may now or hereafter have or exercise, provided that such powers, rights, and privileges do not conflict with the terms of these Articles of Incorporation, the Bylaws, the Declaration, and Chapter 718, Florida Statutes, and provided further that the Association shall have the powers, rights, and privileges reasonably necessary or convenient to operate, maintain, and manage the Condominium pursuant to the Declaration and Bylaws, as amended from time to time, other documents or agreements that may exist from time to time pertaining to the Condominium, and Chapter 718, Florida Statutes. In addition, the Association shall have the following specific powers and duties:

2.2.1. Power to Manage Condominium Property, Contract, and Sue. The Association may contract and sue with respect to be the exercise or non-exercise of its powers, duties, and functions. For this purpose, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property. After control of the Association is obtained by the Members other than the Developer, the Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Members concerning matters



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of common interest to most or all Members, including but not limited to, the common elements; the roof and structural components of all building or other improvements; mechanical, electrical, and plumbing elements serving an improvement or a building; representations of the Developer pertaining to any existing or proposed commonly used facilities; and protesting ad valorem taxes on commonly used facilities and on Units; and may defend actions in eminent domain or bring inverse condemnation actions.

**2.2.2. Assessments. Management of Common Elements.** The Association has the power to make and collect Assessments as to each unit and to lease, maintain, repair, replace, alter, add to, improve, administer, and operate the common elements and limited common elements as provided in the Declaration and applicable law. The Association may pay ad valorem taxes and special assessments which are liens against any part of the Condominium other than the Units and assess the Members therefore. The Association also may contract for utilities for the Condominium (including the Units on a bulk service basis) and assess Members for the same. The Association may act as agent for Members as required by and in accordance with applicable law in connection with the collection from Members of ad valorem taxes and special assessments and the remittance of same to the county tax collector or appropriate authority. The Association may use the proceeds of the Assessments in the exercise of its



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powers and duties, and enforce levy of the Assessments as to each Unit through lien and foreclosure or by such other action as may be allowed by the Declaration of applicable law. The Association may not charge a use fee against a Member for the use of the Common elements or the Condominium Property unless otherwise provided in the Declaration or by a majority vote of the Association or unless the charges relate to the expenses incurred by a Member having exclusive use of the common elements or Condominium Property.

**2.2.3. Right of Access to Units.** The Association has the irrevocable right of Access to each Unit during reasonable hours, when necessary in its discretion for the maintenance, repair, or replacement of any common elements or limited common elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements, the limited common elements, or a Unit.

**2.2.4. Title to Property.** The Association has the power to acquire title to or otherwise hold, convey, lease, grant possessory or use interests in and mortgage Condominium Property for the use and benefit of its Members on terms the Board of Directors of the Association ("Board") may deem reasonable. The power to acquire personal property shall be exercised by the Board in its



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hold, lease, mortgage, or convey such Units on terms and conditions approved by the Board. Except as otherwise permitted in Section 718.111(8) and (9) and 718.114, Florida statutes, the Association may not acquire, convey, lease, or mortgage Association real property except in the manner provided in the Declaration. Subject to Section 718.112(m), Florida Statutes, the Association, through its Board, has the limited power to convey a portion of the common elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

**2.2.5. Purchase of Leases.** The Association has the power to purchase any land lease or recreation lease as provided in the Declaration.

**2.2.6. Purchase of Units.** The Association has the power, except as prohibited by the Declaration, these Articles of Incorporation, or the Bylaws, to purchase Units and to acquire, hold, lease, mortgage, and convey them. There shall be no limitation on the Association's right to purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments as to the Unit, or to take title by deed in lieu of foreclosure.



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*2.2.7. Easements. Except as prohibited or as otherwise prescribed by the Declaration, the Board has the authority, without the joinder of any Member, to grant, modify, or move any easement, if the easement constitutes part of or crosses the common elements, the limited common elements, or Condominium Property. The Board is not authorized to modify, move, or vacate any easements created in the whole or in part for the use or benefit of anyone other than the Members; without consent or approval of those persons having the use and benefit of the easement, as required by law or by the instrument creating the easement. Nothing in this subsection affects the minimum requirements of Section 718.104(4) (m), Florida Statutes or the powers enumerated in Section 718.111(3), Florida Statutes.*

*2.2.8. Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Condominium Property, the common elements, the limited common elements, the Condominium Property required to be insured by the Association pursuant to Section 718.111(11) (b), Florida Statutes, and as provided in the Declaration. The Association also may obtain and maintain other insurance including, but not limited to, liability insurance for the directors and officers, insurance for the benefit of the Association employees, and flood insurance for common elements, limited common elements, Condominium Property, and units. The Association or a group of Associations may self-insure against*



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claims against the Association, the Condominium Property, and the condominium property required to be insured by the v. A copy of each policy of insurance in effect shall be made available for inspection by Members at reasonable times. Every hazard policy issued to protect the Condominium shall comply with the Florida law. Every insurance policy issued to an individual Member shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy conversing the same property without rights of subrogation against the Association.

**2.2.9. Official Records.** From the inception of the Association, the Association shall maintain each of the items, when applicable, which shall constitute the office record of the Association which are more fully set out in Section 718.111(12) (a)1-15, Florida Statutes. The official records of the Association shall be maintained with the State. The official records of the Association shall be made available to a Member as required by Section 718.111(12) (b) - (d), Florida Statutes.

**2.2.10. Financial Reports.** The Association shall prepare and deliver financial reports in accordance with Section 718.111(13), Florida Statutes.

**2.2.11. Commingling.** All funds shall be maintained separately in



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the Association's name. Reserve and operating funds of the Association may not be commingled for Purposes of investment. No manager or business entity required be licensing or registering under Section 468.32, Florida Statutes, and no agent, employee, officer, or director of the v shall commingle any v funds with his funds or with funds from any other condominium association or community association.

**2.2.12. Rules and Regulations.** The Association has the power to adopt Rules and Regulations concerning the Units, the common elements, the limited common elements, and Condominium Property.

**2.2.13. Enforcement.** The Association has the power to enforce by legal means the provisions of Chapter 718, Florida Statutes, and the Condominium Documents.

**2.2.14. Employment of Service Personnel.** The Association has the power to employ personnel and enter into agreements reasonably necessary for the performance of services required for the proper exercise of the rights, duties, powers, and functions of the Association.

**2.2.15. Contracts for Services.** The v has the power to enter into contracts the Board deems desirable and reasonable, for the provision of services to the Association or the Members, including but not limited to contracts for telephone, water, sewer, gas,



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*cable television, security, and pest control services.*

*2.2.16. Contract for Management and Maintenance. The Association has the power to contract for the management and maintenance of the Condominium and to authorize a management firm to act as the managing entity of the Condominium, and accordingly, perform all of the functions and duties of the Association in its capacity as the managing entity pursuant to the Declaration, and any applicable law.*

*2.2.17. Authorize Private Use of the Common Elements. The Association may authorize Members or others to use portions of the common elements for private purposes. Reasonable charges may be imposed provided an agreement is entered into between the Association and the user.*

*2.2.18. Surface Water and Storm water Management System. The Association shall operate, maintain and manage the surface water or storm water management system (s) in a manner consistent with the St. Johns River Water Management District permit no. 40-117-109387-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or storm water management system. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and*



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operation of the surface water or storm water management system.

2.2.19. Other Authority. The Association has the power to exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth in these Articles and as permitted by the applicable Florida Statutes.

### ARTICLE 3 - PRINCIPAL OFFICE

The address of the principal office of this Corporation is 2582 Mikler Road, Suite 1008, Oviedo, Florida 32765 and the mailing address is the same.

### ARTICLE 4 - INCORPORATOR

The name and street address of the incorporator of this Corporation is:

Elsie Sanchez  
1840 Southwest 22nd Street, 4th Floor  
Miami, Florida 33145

### ARTICLE 5 - OFFICERS



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*The officers of the Corporation shall be:*

*President: Thomas J. Indrunas Sr.  
Vice President: Douglas P. Indrunas  
Secretary: Thomas J. Indrunas Sr.  
Treasurer: Thomas J. Indrunas Sr.*

*whose mailing addresses shall be the same as the principal address of the Corporation.*

**ARTICLE 6 - DIRECTORS**

*The Directors of the Corporation shall be:*

*Thomas J. Indrunas Sr.  
Douglas P. Indrunas  
Thomas J. Indrunas Jr.*

*whose mailing addresses shall be the same as the principal address of the Corporation.*

**ARTICLE 7 - TERM OF EXISTENCE**

*This Corporation shall have perpetual existence.*

**ARTICLE 8 - CAPITAL STOCK**



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*This Corporation shall have no capital stock and shall be composed of Members rather than shareholders.*

**ARTICLE 9 - QUALIFICATION OF**  
**MEMBERS AND THE MANNER OF THEIR ADMISSION**

*9.1. On recording of the Declaration, the Developer shall own all of the memberships in the Association. When the purchase price is paid and the deed to a Unit is issued and recorded, the Owner automatically becomes a Member. If additional phases are added to the Condominium, the Developer initially shall hold all new memberships created, and when the purchase price is paid and the deed to the Unit is issued and recorded, the Owner automatically becomes a Member.*

*9.2. Ownership of a Unit shall be a prerequisite to exercising any rights powers, and privileges as a Member. A Unit may be owned by one or more individuals or by a corporation, partnership, trust, or any other appropriate entity with the power to hold title.*

*9.3. Membership shall terminate on the termination of the Condominium, or on transfer of a Member's ownership in the Unit (for that*



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Unit only if more than one is owned), provided the transfer is accomplished in accordance with all provisions of the Declaration. The transferor's membership automatically shall transfer and be vested in the new Owner succeeding to the ownership interest in the Unit, subject to a lien for all unpaid Assessments as to the Unit. The Association may rely on a recorded deed as evidence of transfer of a unit and terminate the transferor's membership and recognize the membership of the transferee.

#### ARTICLE 10 - VOTING RIGHTS

Members of the Corporation will have such voting rights as are provided in the By Laws of the Corporation.

#### ARTICLE 11 - LIABILITIES FOR DEBTS

Neither the members nor the members of the Board of Directors or Officers of the Corporation shall be liable for the debts of the Corporation.



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**ARTICLE 12 - REGISTERED OFFICE AND REGISTERED AGENT**

The initial address of registered office of this Corporation is Spiegel & Utrera, P.A., located at 1840 Southwest 22nd Street, 4th Floor, Miami, Florida 33145. The name and address of the registered agent of this Corporation is Spiegel & Utrera, P.A., 1840 Southwest 22nd Street, 4th Floor, Miami, Florida 33145.

**ARTICLE 13 - EFFECTIVE DATE**

These Articles of Incorporation shall be effective immediately upon approval of the Secretary of State, State of Florida.

**ARTICLE 14 - BYLAWS**

The power to adopt the Bylaws shall be vested in the Board. Thereafter the Bylaws may be amended, altered, modified, or rescinded by the action or approval of a majority of a quorum of Members present, in person or by proxy, at a regular or special meeting of the Members. However, any such change of the Bylaws shall not affect the rights or interests of the Developer, its successors, or assigns, or a mortgagee or any Condominium property or any unit without the written consent of the Developer and/or mortgagee, respectively. The manner of amending, altering, modifying, or rescinding the Bylaws shall be as set forth in the Bylaws.



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## ARTICLE 15 - AMENDMENTS TO ARTICLES

*15.1. Amendments to these Articles of Incorporation shall be made in the following manner:*

*15.1.1. The Board shall adopt a resolution setting forth the proposed amendment and, if Members have been admitted, direct that it be submitted to a vote at a meeting of the Members, which may be either the annual or a special meeting. If not Members have been admitted, the amendment shall be adopted by; a vote of the majority of directors and the provisions for adoption by Members shall not apply.*

*15.1.2. Written notice setting forth proposed amendment or a summary of the change to be effected shall be given to each Member of record entitled to vote within the time and in the manner provided in these Articles for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.*

*15.1.3. At such meeting have a quorum in attendance in person or by proxy, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted on receiving the affirmative vote of more than*



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50% of the number of votes cast by the Members in person or by proxy at such meeting.

15.2. Any number of amendments may be submitted to the Members and voted on by them at one meeting.

15.3. Notwithstanding anything in these Articles to the contrary, no amendment shall make any change in the qualifications for membership without approval in writing of all the Members and the consent of all record holders of mortgages on any Condominium Property or Association Property. No amendment shall be made that is in conflict with Chapter 718, Florida Statutes, or the Declaration. No amendment which affects the rights and privileges provided to the Developer in Chapter 718, Florida Statutes, or the Declaration shall be effective without written consent of the Developer. No amendment shall be effective until filed in accordance with the applicable Florida corporation laws and a certified copy of the Articles of Amendment to these Articles are recorded in the Public Records of Seminole County, Florida.

## ARTICLE 16 - VOTING

16.1. Each Unit is entitled to one vote pursuant to the terms and conditions of the Declaration.

16.2. Votes may be cast either in person or by proxy, subject to the provisions of the Bylaws and Chapter 718, Florida Statutes. Any person



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appointed as proxy may, but need not be an officer or director of the Association, or affiliated with Developer, its successors, or assigns.

16.3. For purposes of these Articles, the Bylaws, the Declaration, or any other document of the Association or Condominium, the term "all Members" when used with reference to voting shall mean the total of all Members entitled to vote and shall not mean just those Members present at the meeting in person or by proxy. No vote appurtenant to a unit shall be cast at any meeting unless the Member(s) owning the Unit is registered on the membership book of the Association.

### ARTICLE 17 - AMENDMENT

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the Members, and approved at a Members meeting by a majority of the Members, unless all the Directors and all the Members sign a written statement manifesting their intention that a certain amendment of these Articles of Incorporation be made.



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## ARTICLE 18 - INDEMNIFICATION

The Corporation shall indemnify a director or officer of the Corporation who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director or officer was a party because the director or officer is or was a director or officer of the Corporation against reasonable attorney fees and expenses incurred by the director or officer in connection with the proceeding. The Corporation may indemnify an individual made a party to a proceeding because the individual is or was a director, officer, employee or agent of the Corporation against liability if authorized in the specific case after determination, in the manner required by the board of directors, that indemnification of the director, officer, employee or agent, as the case may be, is permissible in the circumstances because the director, officer, employee or agent has met the standard of conduct set forth by the board of directors. The indemnification and advancement of attorney fees and expenses for directors, officers, employees and agents of the Corporation shall apply when such persons are serving at the Corporation's request while a director, officer, employee or agent of the Corporation, as the case may be, as a director, officer, partner, trustee, employee or agent of another foreign or domestic Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, as well as in their official capacity with the Corporation. The Corporation also may pay for or reimburse the reasonable attorney fees and expenses incurred by a director, officer, employee or agent of the Corporation who is a party to a proceeding in advance of final disposition of the proceeding. The Corporation also may purchase and maintain insurance on behalf of an individual arising from



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the individual's status as a director, officer, employee or agent of the Corporation, whether or not the Corporation would have power to indemnify the individual against the same liability under the law. All references in these Articles of Incorporation are deemed to include any amendment or successor thereto. Nothing contained in these Articles of Incorporation shall limit or preclude the exercise of any right relating to indemnification or advance of attorney fees and expenses to any person who is or was a director, officer, employee or agent of the Corporation or the ability of the Corporation otherwise to indemnify or advance expenses to any such person by contract or in any other manner. If any word, clause or sentence of the foregoing provisions regarding indemnification or advancement of the attorney fees or expenses shall be held invalid as contrary to law or public policy, it shall be severable and the provisions remaining shall not be otherwise affected. All references in these Articles of Incorporation to "director", "officer", "employee" and "agent" shall include the heirs, estates, executors, administrators and personal representatives of such persons.

#### ARTICLE 19 - ADDITIONAL PROVISIONS

19.1. No officer, director, or Member shall be personally liable for any debt or other obligation of the Association except as provided in the Declaration.

19.2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its Members, directors, or officers. The Association may pay compensation in



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a reasonable amount to its Members, directors, or officers for services rendered, may confer benefits on its Members in conformity with its purposes, and subject to 19.5 of this Article 19, on dissolution or final liquidation may make distributions to its Members as permitted by a court if competent jurisdiction. No such payment, benefit, or distribution shall be deemed to be dividend or distribution of income.

19.3. When 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.

19.4. Should any paragraph, sentence, phrase, or portion of any provision of these Articles or of the Bylaws or rules and regulations be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts, the remaining instruments, or the application of such provisions to different circumstances.

19.5. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.



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Article XII  
Registered agent

The name and address of the initial registered agent, and the address of the initial registered office of the service of process on the Association within Florida are:

Thomas J. Indrunas  
2582 Mikler Road Suite 1008  
Oviedo, FL 32765

The above address is also the address of the registered office and the principal office of the Association.

In Witness Whereof, the subscribing Incorporator has set his hand and seal and caused these Articles of Incorporation to be executed this 14 day of July, 2008.

  
\_\_\_\_\_  
Signature

THOMAS J. INDRUNAS  
Printed Name

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 2008, by THOMAS J. INDRUANS, who is personally known to me or provided FL Drivers License as identification, who executed the foregoing Articles of Incorporation, who did take an oath, and who acknowledged me that he executed the same freely and voluntarily for the uses and purposes expressed in the Articles.

  
\_\_\_\_\_  
NOTARY PUBLIC - Signature



**ACCEPTANCE OF REGISTERED AGENT**

Having been named as Registered Agent and to accept service of process for the above stated corporation at the place designated in Article XII of the foregoing Articles of Incorporation, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of any duties, and I am familiar with and accept the obligations of my position as Registered Agent.



Signature

Thomas Indrunas

Printed Name

Dated: 07/14/08



**B**

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No Events

No Name History

## Detail by Entity Name

### Florida Non Profit Corporation

MAPLE LEAF COMMERCE CENTER INC.

### Filing Information

**Document Number** N08000006912**FEI Number** NONE**Date Filed** 07/22/2008**State** FL**Status** ACTIVE

### Principal Address

2582 MIKLER ROAD SUITE 1008  
OVIEDO FL 32765

### Mailing Address

2582 MIKLER ROAD SUITE 1008  
OVIEDO FL 32765

### Registered Agent Name & Address

SPIEGEL & UTRERA, P.A.  
1840 SW 22ND ST.  
4TH FLOOR  
MIAMI FL 33145 US

### Officer/Director Detail

#### Name & Address

Title D

INDRUNAS JR., THOMAS J  
2582 MIKLER ROAD SUITE 1008  
OVIEDO FL 32765

Title DPST

INDRUNAS, SR., THOMAS J  
2582 MIKLER ROAD SUITE 1008  
OVIEDO FL 32765

Title DVP

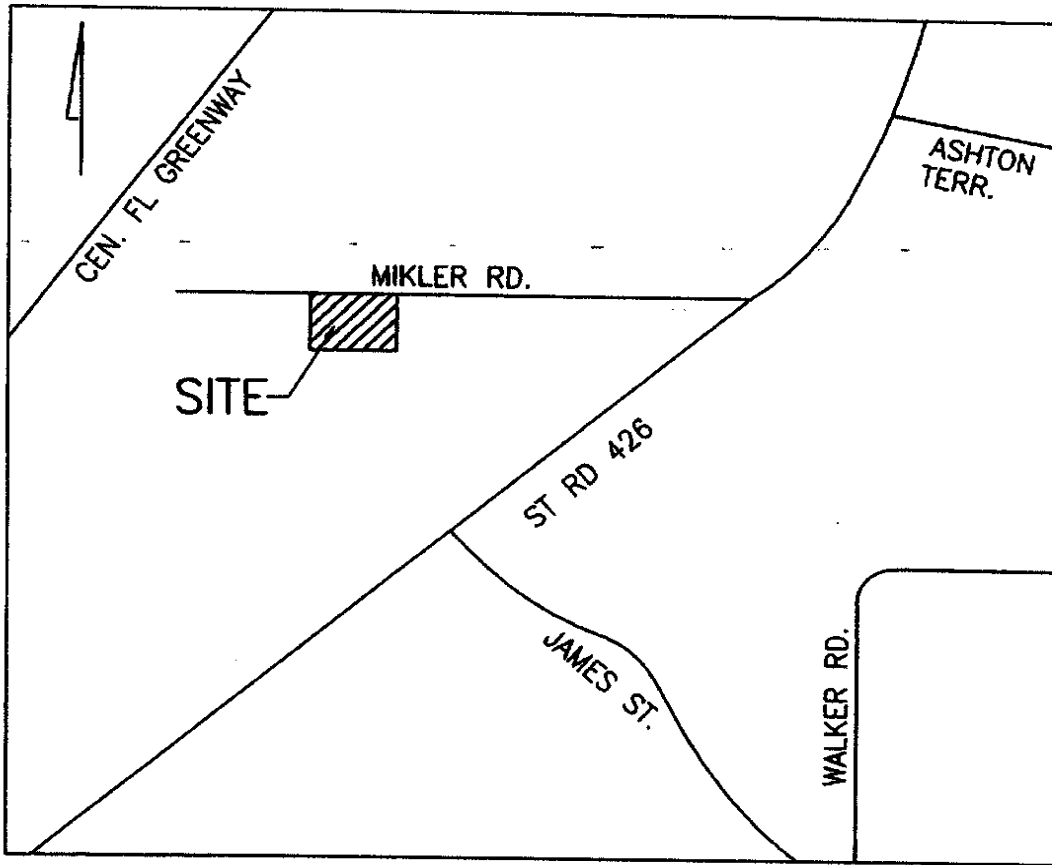
INDRUNAS, DOUGLAS P  
2582 MIKLER ROAD SUITE 1008  
OVIEDO FL 32765

### Annual Reports

No Annual Reports Filed

### Document Images

**COVER SHEET**



**LOCATION MAP**

**DESCRIPTION**

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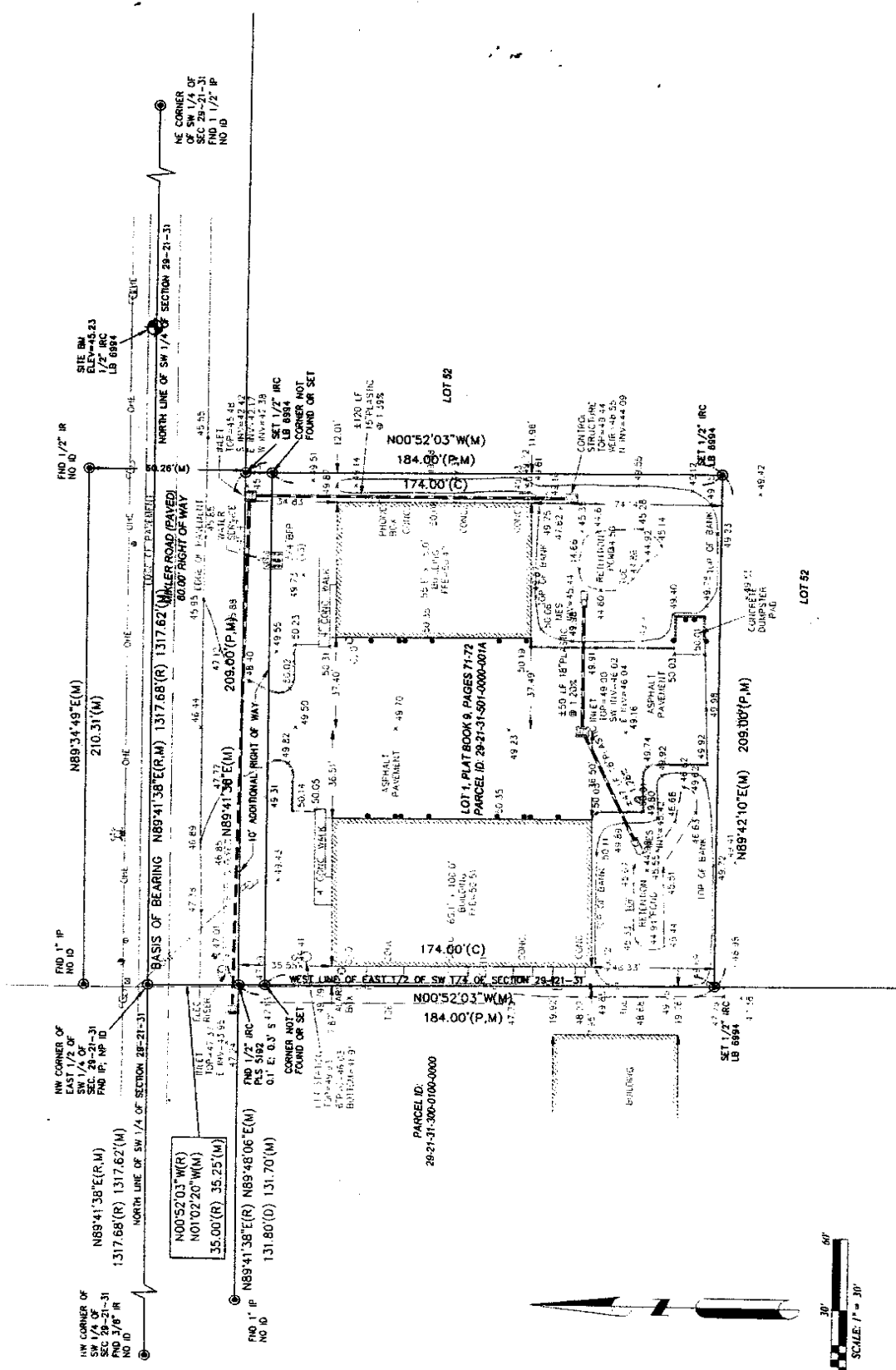
***SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST  
SEMINOLE COUNTY, FLORIDA***

**SHEET INDEX:**

1. Cover Sheet
2. Final Asbuilt Survey
3. Building 1 Dimension Plan
4. Building 2 Dimension Plan
5. Exhibit to Declaration
6. Condo Unit(s) Dimensions

**SYMBOLS AND ABBREVIATIONS:**

- N - NORTH
- S - SOUTH
- W - WEST
- E - EAST
- LB - LICENSED BUSINESS
- CM - CONCRETE MOUNT
- IR - IRON ROD
- IRC - IRON ROD AND CAP
- P.P.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- (C) - CALCULATED
- (M) - MEASURED
- (D) - DESCRIPTION
- ORB - OFFICIAL RECORDS BOOK
- OE - OVERHEAD ELECTRIC
- CON - CONCRETE
- SOID - SOIL CONDITION
- ALC - AIR CONDITIONER
- CO - C/O
- FND - FOUND
- TYP - TYPICAL
- MES - METERED END SECTION
- INT - INTER
- L - LENGTH
- R - RADIUS
- B - BEARING
- CH - CHORD
- ANG - ANGLE
- N&D - NAIL AND DISK
- BM - BENCHMARK
- TR - TRANSFORMER
- PROP - PROPERTY
- LINE - CENTER LINE
- WATER - WATER
- SANITARY - SANITARY
- VALVE - VALVE
- BOLLARD - BOLLARD
- WATER METER - WATER METER
- POLE - LIGHT POLE
- POWER POLE - POWER POLE
- HYDRANT - HYDRANT



**LEGAL DESCRIPTION**

Lot 1 (West of SAL Railroad) of Jacksonville, according to the plat thereof, as recorded in Plat Book 9, Pages 71 and 72, of the Public Records of Seminole County, Florida. Less the North 10.00' for additional road right of way.

**SURVEYOR'S NOTES:**

1. ELEVATIONS BASED ON SEMINOLE COUNTY BENCHMARK J152401, ELEV=51.32 (NOVD 29).
2. LEGAL DESCRIPTION FURNISHED BY CLIENT.
3. BEARINGS SHOWN HEREON ARE BASED ON NORTH LINE OF SW 1/4 OF SECTION 29-1-31, THAT BEARING BEING N 89°17'38\"/>

Date	11-2-2008
Drawn by	SOS/Call
Scale	1" = 30'
Checked by	AKC
Job Number	IND061294

**FINAL ASBUILT SURVEY**  
A portion of Section 29, Township 21 South, Range 31 East  
Seminole County, Florida

CERTIFY TO:  
Tom Indiana

**GEOMARKS LAND SURVEYORS, INC.**  
Florida LB 8694  
8408 E Colonial Drive Orlando, FL 32817  
Phone: (407) 734-1897 Fax: (407) 725-5275  
www.geomarks.com

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.  
Date: 04/09/2008  
Surveyor: Andrew M. Spence  
Title: Licensed Professional Engineer, P.E. 45753


No.	Revisions	Date
1	ISSUED ASBUILT	11-2-2008
2	REVISED LOT SPLIT	01-16-2009
3	REVISED TO BE RIGHT OF WAY	03-21-2009
4	REVISED TO BE RIGHT OF WAY	10-10-2009

**LEGIBILITY UNSATISFACTORY FOR REWORKING**

NOTES:

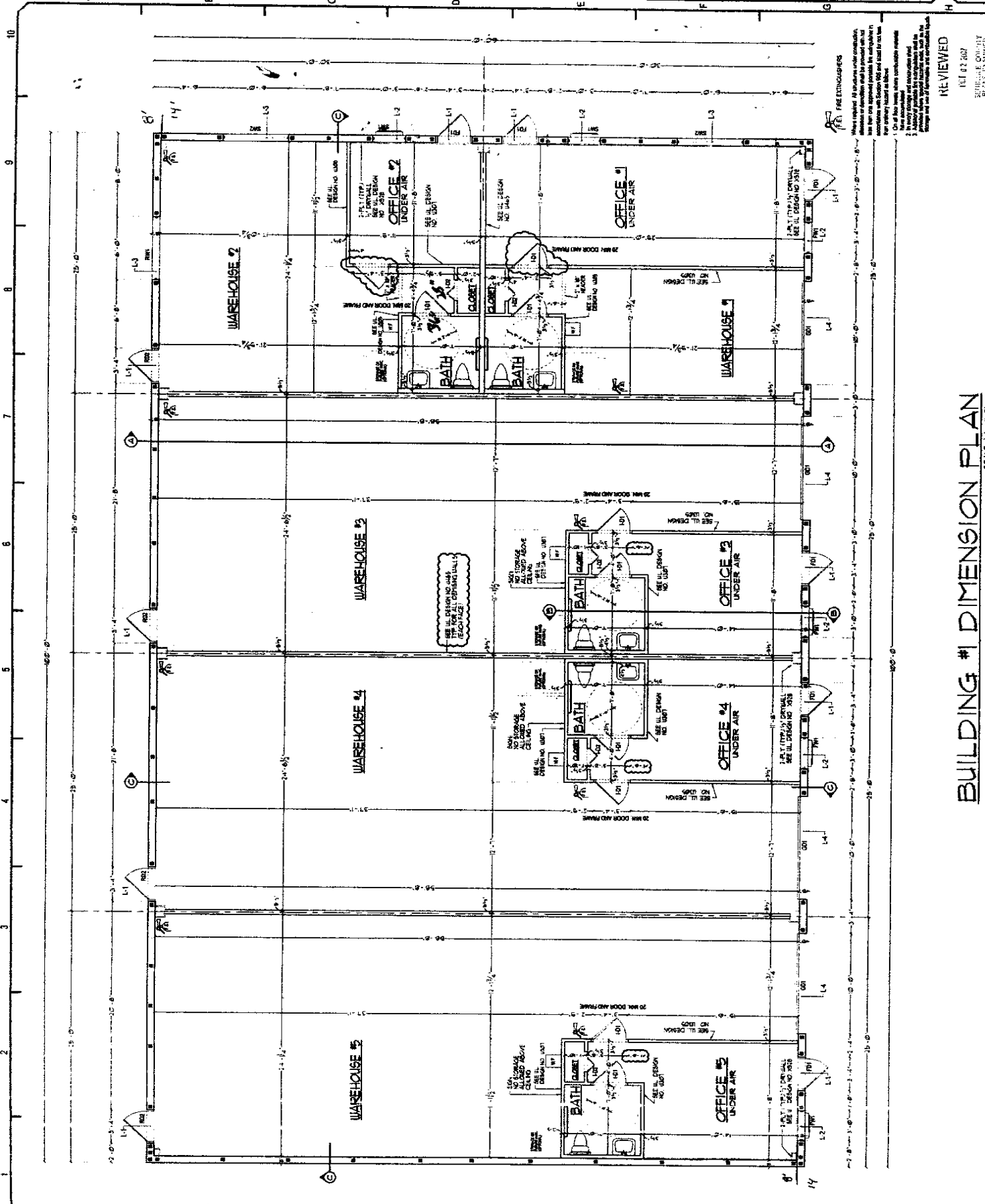
MAPLE LEAF  
COMMERCE CENT.  
SEMINOLE COUNTY  
TOM INDRINAS  
2582 & 2588 MIKLER  
OVIEDO, FL 3276

507 N. New York Avenue, Ste. 100 West Palm Beach, FL 33409  
Phone: (561) 999-0161 Fax: (561) 999-5611  
www.lionshead.com



REVISIONS:  
1. REVISIONS TO BE MADE TO THIS DRAWING

BUILDING #1  
DIMENSION PLAN



REVIEWED  
REV 02 2007  
SEMINOLE COUNTY  
PLANS DIVISION

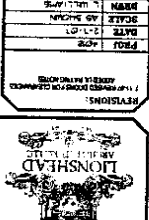
BUILDING #1 DIMENSION PLAN  
SCALE: 1/4" = 1'-0"

LEGIBILITY UNSATISFACTORY  
SCANNING

NOT ES:

MAPLE LEAF  
COMMERCE CENTER  
SEMINOLE COUNTY, FL  
TOM INDRUNAS  
2582 & 2588 MIKLER RD.  
OVIDO, FL 32765

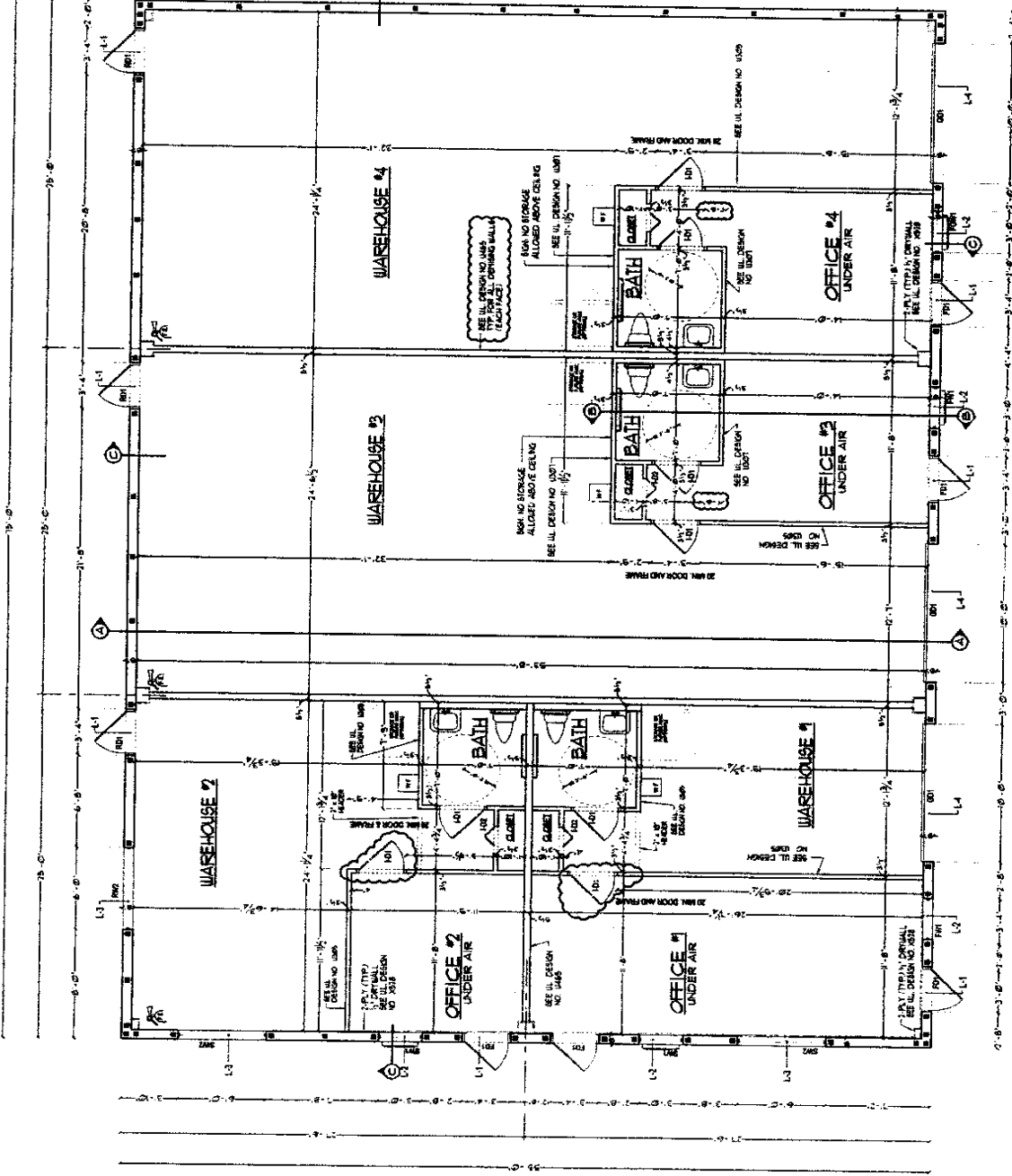
SEP 9 4 28 PM  
L10



BUILDING #2  
DIMENSION PLAN  
AG-8

REVIEWED  
06/10/2007  
JENNIFER COOPER  
FLORIDA EXAMINER

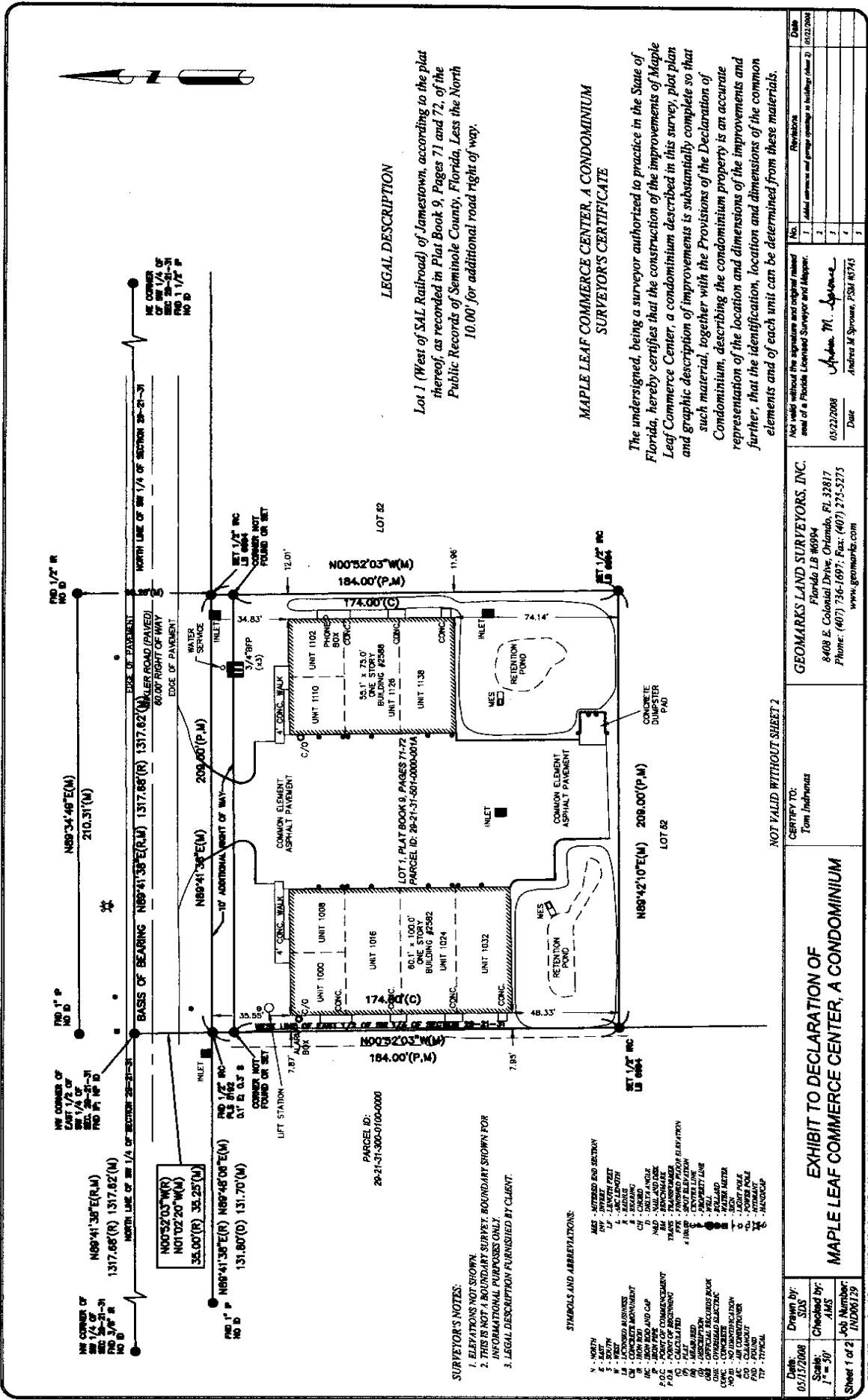
- FIRE EXTINGUISHERS**
- Where required, all structures under construction, renovation or alterations shall be provided with fire extinguishers in accordance with the applicable code requirements. The following are the minimum requirements for fire extinguishers:
1. One (1) fire extinguisher per 100 sq. ft. of floor area.
  2. All fire extinguishers shall be of the ABC type.
  3. All fire extinguishers shall be maintained in accordance with the manufacturer's instructions.



# BUILDING #2 DIMENSION PLAN

SCALE: 1/8" = 1'-0"

LEGIBILITY UNSATISFACTORY  
FOR SCANNING



**LEGAL DESCRIPTION**

Lot 1 (West of SAL Railroad) of Jamestown, according to the plat thereof, as recorded in Plat Book 9, Pages 71 and 72, of the Public Records of Seminole County, Florida, Less the North 10.00' for additional road right of way.

**MAPLE LEAF COMMERCE CENTER, A CONDOMINIUM SURVEYOR'S CERTIFICATE**

The undersigned, being a surveyor authorized to practice in the State of Florida, hereby certifies that the construction of the improvements of Maple Leaf Commerce Center, a condominium described in this survey, plat plan and graphic description of improvements is substantially complete so that such material, together with the Provisions of the Declaration of Condominium, describing the condominium property is an accurate representation of the location and dimensions of the improvements and further, that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

No.	Revision	Date
1	Initial survey and plat	05/13/2008
2	Final survey and plat	05/13/2008
3	Final survey and plat	05/13/2008
4	Final survey and plat	05/13/2008
5	Final survey and plat	05/13/2008

Not valid without the signature and original name and seal of a Florida Licensed Surveyor and Mapper:  
 Andrew M. Spruill  
 Date: 05/22/2008  
 Andrew M. Spruill, F.S.M. #3745

GEOMARKS LAND SURVEYORS, INC.  
 Florida, LB #6994  
 8408 E. Colonial Drive, Orlando, FL 32817  
 Phone: (407) 736-1697; Fax: (407) 275-5275  
 www.geomarksls.com

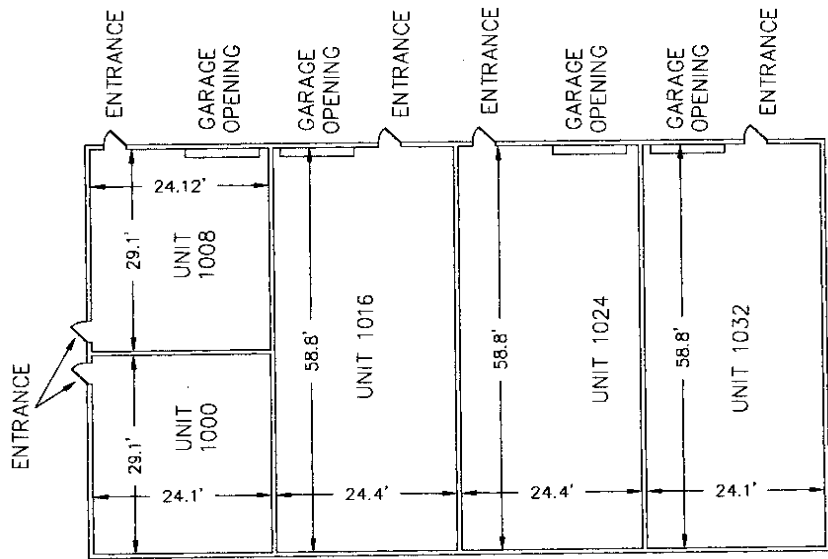
NOT VALID WITHOUT SHEET 2  
 CERTIFY TO:  
 Tom ThePanda

**EXHIBIT TO DECLARATION OF MAPLE LEAF COMMERCE CENTER, A CONDOMINIUM**

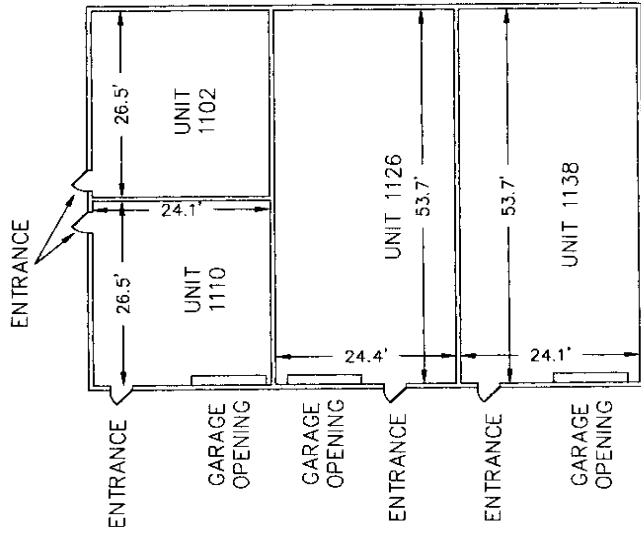
Drawn by: SJS  
 Checked by: AMS  
 Job Number: IN000119  
 Sheet 1 of 2

DWG: (Geomark Land Project) UN061204DWG UN061204-CONDO-DOCS-Ang | DATE: May 22, 2008 1:06pm | CTRIS survey is protected by copyright and is certified only to the people listed above and only for the particular transaction. Any use or reproduction of this survey without the express permission of the surveyor is prohibited.

LEGIBILITY UNSATISFACTORY FOR SCANNING



60.1' x 100.0' ONE STORY  
BUILDING #2582



55.1' x 75.0' ONE  
STORY BUILDING #2588

Scale:  
1" = 20'  
Sheet 2 of 2

NOT VALID WITHOUT SHEET 1

DWG: \\Geoserv\Land Projects\ND641294\UNID61294-CONDO-DOCS.dwg | DATE: May 21, 2008 1:07pm | ©This survey is protected by copyright and is certified only to the people listed above and only for the particular transaction. Any use or reproduction of this survey without the express permission of the surveyor is prohibited.



## CONDO LEGAL DESCRIPTION

Unit 1000, Maple Leaf Commerce Center - a Condominium, as recorded in OR Book 06440, Page 1665, Public Records of Seminole County, Florida.

Unit 1008, Maple Leaf Commerce Center - a Condominium, as recorded in OR Book 06440, Page 1665, Public Records of Seminole County, Florida.

Unit 1016, Maple Leaf Commerce Center - a Condominium, as recorded in OR Book 06440, Page 1665, Public Records of Seminole County, Florida.

Unit 1024, Maple Leaf Commerce Center - a Condominium, as recorded in OR Book 06440, Page 1665, Public Records of Seminole County, Florida.

Unit 1032, Maple Leaf Commerce Center - a Condominium, as recorded in OR Book 06440, Page 1665, Public Records of Seminole County, Florida.

Unit 1102, Maple Leaf Commerce Center - a Condominium, as recorded in OR Book 06440, Page 1665, Public Records of Seminole County, Florida.

Unit 1110, Maple Leaf Commerce Center - a Condominium, as recorded in OR Book 06440, Page 1665, Public Records of Seminole County, Florida.

Unit 1126, Maple Leaf Commerce Center - a Condominium, as recorded in OR Book 06440, Page 1665, Public Records of Seminole County, Florida.

Unit 1138, Maple Leaf Commerce Center - a Condominium, as recorded in OR Book 06440, Page 1665, Public Records of Seminole County, Florida.

LOT LEGAL DESCRIPTION:

Lot 1 (West of SAL Railroad) of Jamestown, according to the plat thereof, as recorded in Plat Book 9, Pages 71 and 72, of the Public Records of Seminole County, Florida, Less the North 10.00' for additional road right of way.

**C**

By-Laws  
of  
MAPLE LEAF COMMERCE CENTER, INC.  
(A Florida Not-For-Profit Corporation)

Article I  
General

Section 1. Name and Term. The name and term of existence of MAPLE LEAF COMMERCE CENTER, INC. ("Association"), shall be as set forth in the Articles of Incorporation.

Section 2. Rights, Powers, and Duties. The Association and its Members, directors, and officers shall have the rights, powers, duties, and functions as set forth in these By-Laws, the Articles of Incorporation, and Chapter 718, Florida Statutes, as amended from time to time.

Section 3. Members. The members of the Association ("Members"), their qualifications, manner of admission, and transfer of membership shall be as set forth in the Articles of Incorporation.

Section 4. Definitions. Each capitalized term used in these By-Laws shall have the meaning ascribed to such term in the Declaration of Condominium for MAPLE LEAF COMMERCE CENTER, INC. ("Declaration"), and Chapter 718, Florida Statutes, and is incorporated by reference in these By-Laws as if set forth herein.

Article II  
Officers

Section 1. Title of Officers. The officers of the Association shall consist of a president, a vice president, a secretary, a treasurer, and such other officers as the Board from time to time may deem appropriate.

Section 2. President. The president shall be the chief executive officer of the Association and shall preside at all meetings of the Members and the Board. He shall have the general powers and duties usually vested in the office of president, including the power to appoint committees from among the Members or directors from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall execute such deeds, contracts, and other instruments in the name and on behalf of the Association (and under its corporate seal when a seal is required) except when such documents are required by law to be otherwise executed and except when the signing and execution of the documents shall be delegated by the Board to another officer or agent of the Association.

Section 3. Vice President. The vice president(s) shall be vested with all the powers and required to perform all the duties of the president in his absence, and such other duties as may be prescribed by the Board. In the event there is more than one vice president, the Board may prescribe the order in which the vice presidents shall assume control in the absence of the president.

Section 4. Secretary. The secretary shall attend all meetings of the Board and all meetings of the Members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform like duties for any committees when so required. He shall have charge of the minute book and such records and papers as the Board may direct, maintain (from information provided by mortgage holders and Members) the mortgage roster, and shall perform all duties incident to the office of secretary, including the sending of notices of meetings to the members of the Board and committees, and such other duties as may be prescribed by the By-Laws or by the Board or the president. He also shall have custody of the corporate seal and when authorized by the Board shall affix the same to any instrument requiring it and attesting the same when appropriate. He shall compile and keep up to date, at the principal office of the Association, a complete list of the Members and their last known post office addresses, and the names and addresses of any proxy holders or voting trustees. The secretary shall make the minute book available for inspection by the Members and directors at all reasonable times.

Section 5. Treasurer. The treasurer shall have responsibility for the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as from time to time may be designated by the Board. He shall disburse the funds of the Association as from time to time may be ordered by the Board or by the president, shall make proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings of the Board or whenever they or any of them shall require, an account of his transactions as treasurer and/or the financial condition of the Association. He shall, in addition, keep all books and records of accounts as may be required by Chapter 718, Florida Statutes or any other applicable law. The accounting records of the Association shall be open to inspection by the Members at all reasonable times, and a summary of the records shall be provided to each Member along with the notice of the annual meeting required in these By-Laws.

Section 6. Manner of Selection and Removal. Officers need not be directors or Members. Officers of the Association shall be elected at each annual meeting of the Board by the affirmative vote of a majority of directors when a quorum is present, and shall hold office at the pleasure of the Board. Any officer may be removed, either with or without cause, and any vacancy in any office may be filled at any meeting of the Board by the affirmative vote of a majority of the directors at a meeting at which a quorum is present. The Board may appoint other officers and grant them the duties it deems appropriate.

Section 7. Compensation. The Association may pay the officers reasonable compensation.

Article III  
Board of Directors

Section 1. Initial Board and Term of Office. The members of the initial Board shall be as set forth in the Articles of Incorporation. The term of office of each Board member shall be as set forth in Article V, Section 4, of these By-Laws. The Board may, from time to time, increase the number of directors of the Board as they deem to be in the best interests of the Association, provided that such determination shall not affect the term of a duly qualified and seated director of the Board, and further provided that the Board shall consist of not less than two (2) nor more than four (4) persons. Until changed by action of the Board, the Board initially shall consist of two (2) directors.

Section 2. Powers and Duties. The Board shall have and may exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, duties, and functions. The Board is authorized to adopt and amend Rules and Regulations, not inconsistent with Chapters 607 or 718, Florida Statutes, the Declaration, the Articles of Incorporation, and these By-Laws governing the Units and appurtenances, and common elements, and all the facilities owned or controlled by the Association. The Board may do or cause to be done all other lawful acts and things which are not by law, the Declaration, the Articles of Incorporation, these By-Laws, or otherwise, specifically directed or required to be done or exercised by the Members. When appropriate, the Board may make reasonable delegation of its authority to officers and/or employees of the Association.

For each infraction of the Rules and Regulations, the Board may levy against any offending Member or Members a sum of either One Hundred Dollars (\$100.00) per violation or such higher amount as may be then allowed by applicable law and is set forth in the duly adopted Rules and Regulations of the Association. This remedy shall be in addition to and not in lieu of the remedies provided in the Declaration, the Articles of Incorporation, the Rules and Regulations or these By-Laws. A Member against whom a fine is sought to be levied shall be afforded an opportunity for hearing before a committee of disinterested Members appointed by the Board, and shall further be entitled to reasonable notice of not less than fourteen (14) days. The notice shall include a statement of the date, time, and place of the hearing, a statement of the provisions of Chapters 607 or 718, Florida Statutes, the Declaration, the Articles of Incorporation, these By-Laws, or Rules and Regulations which allegedly have been violated, and a short and plain statement of the matters asserted by the Association. The Member and, if applicable, an occupant, licensee, or invitee under the Member, shall have an opportunity to respond, present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at

the hearing to review, challenge, and respond to any material considered by the Association.

If any Member files a written complaint by certified mail with the Board, the Board shall respond to the Member in writing within 30 days of the receipt of the complaint pursuant to Section 718.112(2)(a)2, Florida Statutes. The Board's response shall give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division.

If the Board requests advice from the Division, the Board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the complainant. If a legal opinion is requested, the Board shall, within 60 days after receipt of the complaint, provide in writing a substantive response to the complainant. The failure to provide a substantive response to the complainant as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

Section 3. Manner of Selection and Removal. Directors need not be Members. Subject to the provisions of these By-Laws securing the rights of the Developer to appoint a portion of the directors, each director shall be elected by the Members in such a manner as to achieve staggered terms of service. The Developer shall be entitled to vote as a Member for a director only when permitted by the provisions of Section 718.301, Florida Statutes.

An election of directors shall be held at the annual Members meeting, at which a quorum is present. Each director shall be elected by a plurality of the Members present at the meeting in person or by proxy.

Notwithstanding anything in the Articles of Incorporation, or these By-Laws to the contrary, the Developer shall be entitled to elect or designate from time to time all or a part of the directors that will manage the affairs of the Association until such time as the Developer is no longer entitled to elect or designate directors or a director pursuant to the terms of Chapter 718, Florida Statutes in effect on the date of the creation of the Association and as set forth in the Declaration.

The Developer shall be entitled to elect or designate all of the directors of the Association as long as Members other than the Developer own less than fifteen percent (15%) of the Units of the Condominium. Members, other than the Developer, shall be entitled to elect one-third (1/3) of the directors of the Board when such Members own fifteen percent (15%) or more of the Units of the Condominium. Members other than the Developer shall be entitled to elect not less than a majority of the directors of the Board at such time as is provided by Section 718.301, Florida Statutes.

After such time that the Members other than the Developer are entitled to elect not less than a majority of the directors of



the Board, the Developer shall be entitled to elect at least one director of the Board (unless such right is waived in writing by the Developer in its discretion) as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units.

For each director vacancy to be filled by election at the next annual Members' meeting, the Board shall, with the advice of the Manager (if there is a Manager) and by an affirmative vote of at least 75% of the members of the Board, select at least one nominee to fill each such vacancy. Nominations for directors may also be made from the floor at the annual Members' meeting. If there is no nominee for election to a directorship or if no nominee is elected for such position at the annual meeting, then as soon as practicable thereafter, such directorship shall be filled by appointment of the Board on approval of at least 75% of the remaining members of the Board. Except as to Developer, once a person has completed one full three-year term of service as a director, such person, (i) may not be elected to an immediately succeeding term and (ii) shall not be eligible to be appointed to fill a vacancy on the Board for a period of one year after the end of his term; provided, however, this provision shall not apply to a director completing less than a full three-year term in the event of a vacancy on the Board by reason of death, resignation, or otherwise (except an increase in the number of directors on the Board), a majority of the Board is authorized to fill the vacancy, such successor to hold office as a director for the unexpired term of his predecessor. In the event of a vacancy on the Board by reason of an increase in the number of directors on the Board, a majority of the Board is authorized to fill the vacancy only for a term of office as a director continuing until the next election of directors by the Members. If after a written request of any Member that a 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 at a duly called meeting in the same manner as the election of directors provided in these By-Laws.

Pursuant to Section 718.1124, Florida Statutes, if the Association fails to fill vacancies on the Board sufficient to constitute a quorum in accordance with these By-Laws, any Member may apply to the circuit court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least 30 days prior to applying to circuit court, the Member shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the indented action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

Section 4. Compensation. The Association may pay Board members reasonable compensation.

Section 5. Committees. The Board may appoint Committees as deemed appropriate in carrying out its purpose.

Article IV  
Board of Directors Meetings

Section 1. Quorum. At all meetings of the Board, a majority of directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The order of business of all meetings of the Board shall be as prescribed in an agenda furnished each director by the president, or if the president fails to furnish the agenda then any of the directors may provide the agenda.

Section 2. Annual Meetings. Annual meetings of the Board shall be held as soon as practicable after the annual meeting of the Members at such place as shall be designated by the Board. Regular meetings of the Board may be held at such time and place permitted by law and from time to time as may be determined by a majority of the members of the Board when a quorum is present. Notice of regular and special meetings of the Board shall be given to each director by telegram or by United States mail sent to each director at least three (3) days prior to the date of the meeting. The Board may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings for which separate notice to the directors shall not be required.

Section 3. Special Meetings. Special meetings of the directors may be called by the president or on the written request of any director. All meetings of the Board and any committee of the Board at which a quorum of the members of that committee is present shall be open to the Members, who may speak at such meetings on all designated agenda items. The Board may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member statements.

Section 4. Notice Requirements. Adequate notice of all meetings of the Board, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken upon on an emergency basis by the vote of at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency Special Assessments, or at which amendment to a Rule or Regulation regarding Unit use will be considered, shall be mailed or delivered to the Members and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance of this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. On notice to the Members, the Board shall, by duly adopted rule, designate a specific location on the Condominium property on which all notices of Board meetings shall be posted. Notice of any meeting in which regular Assessments against Members are to be considered for any reason specifically shall

contain a statement that regular Assessments will be considered and the nature of any such Assessments.

Section 5. Waiver of Notice. Any director may waive notice of a meeting before, at, or after the meeting and the waiver shall be deemed equivalent to the giving of notice to the director. Attendance at the meeting shall constitute waiver of notice of the meeting, except when the director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 6. Telephone Meetings. Members of the Board may participate in any meeting of the Board by means of a telephone conference. When a telephone conference is used, a telephone speaker shall be used so that the discussion may be heard by the directors and the Members present in an open meeting. Directors utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

Section 7. Unanimous Consent of the Directors. Any action required to be taken at a meeting of the Board or a committee thereof may be taken without a meeting, provided that all of the members of the Board or the committee consent to such action in writing, and provided further, that such writing sets forth the actions to be taken, and is signed by all of the members of the Board or committee thereof.

Article V  
Member Meetings

Section 1. Quorum. Members present in person or represented by proxy, entitled to cast at least forty percent (40%) of the votes of all Members shall constitute a quorum. When a quorum is present at any meeting, a simple majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one on which by express provision of Chapter 718, Florida Statutes, the Declaration, the Articles of Incorporation, or these By-Laws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present.

Section 2. Proxy Voting Requirements. All Members may vote by proxy unless prohibited by Chapter 718, Florida Statutes, the Articles of Incorporation, or these By-Laws.

Section 3. Proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings 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 is revocable at any time at the pleasure of the Member executing it.

Section 4. Annual Meeting, Vacancy Caused by Expiration of Term, and Terms. There shall be an annual meeting of the Members. Except as provided in these By-Laws, a vacancy on the Board caused by the expiration of a director's term shall be filled by electing a new Board member at such meeting and the election shall be by closed ballot; however, if there is only one candidate for election to fill the vacancy, no election is required. Unless earlier removed, each director shall hold office for three (3) years plus or minus such time so that such term actually shall terminate on the date of the third annual membership meeting following the date of the meeting at which the subject director was elected ("full three-year term"); provided, however, that the Board may determine that any elector to be elected at a forthcoming meeting shall have a specified shorter term in order to (i) achieve staggered terms of service for the directors so that once the staggered terms are achieved no more than one director will be elected each year by the Members at the annual Members' meeting until the total number of directors exceeds three or (ii) maintain the staggering of such terms. When the total number of directors exceeds three, then the number of directors elected each year shall be as nearly equal as possible.

Section 5. Method of Calling Meetings. All annual and special meetings of the Association shall be held in Seminole County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members with the notice of each meeting.

Annual meetings of the Members shall be held on such date and at such time as the Board may select from time to time. Notice of the meeting shall incorporate the agenda, and shall be hand delivered or sent by United States mail to each Member listed in the membership book of the Association at the address shown in the membership book at least fourteen (14) days prior to the meeting ("Member of Record"). Unless a Member waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Member. In addition to the written notice, the secretary shall conspicuously post notice of the annual meeting on the Condominium Property at least fourteen (14) continuous days preceding the annual meeting. On notice to the Members, the Board shall by duly adopted rule designate a specific location on the Condominium Property on which all notices of membership meetings shall be posted.

Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation, or the Declaration may be called by president, vice-president, secretary, a majority of the Board, or by the Members having one-tenth (1/10) of the votes of the membership. No business shall be transacted at any special meeting except as stated in the notice of the meeting. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or any member of the Board, not less than fourteen (14) days prior to the date of the meeting stating the date, time, and place of the meeting, and the purpose or purposes. The Members may waive notice of a special meeting and shall be deemed to have waived notice by being present at the meeting.

When a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Members shall so advise the Association in writing, or if no address is given, or the Members do not agree, to the address on the deed of record. An officer of the Association, or the Manager, or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service Certificate that the notice was mailed or hand-delivered in accordance with Section

718.112(2)(d)2, Florida Statutes, to each Member at the address last furnished to the Association.

Section 6. Miscellaneous Provisions. Members of the Board shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in Chapter 718, Florida Statutes. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Member entitled to a vote, a first notice of the date of the election. Any Member or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda as set forth in Section 718.112(2)(d)2, the Association shall mail or deliver a second notice of the election to all Members entitled to a vote therein, together with a ballot which shall list all candidates. On request of a candidate, the Association shall include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. However, the Association shall have no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The Association and Members shall comply with the rules established by the Division for voting procedures and secrecy of ballots. Elections shall be decided by the plurality of ballots cast. Forty percent (40%) of the voting interests must be present at a Members' meeting to constitute a quorum. No Member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Member who needs assistance in casting the ballot for reasons stated in Section 101.051, Florida Statutes may obtain assistance in casting a ballot. Any Member violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting.

Section 7. Approval; Written Agreement. Any action which may be taken by the membership pursuant to a duly called meeting may be taken by written agreement without a meeting provided that a proposal of action to be taken by the Members is mailed to every Member together with a request for approval or disapproval; and, the Members responding to the proposal ("Responding Members") hold at least forty percent (40%) of the votes of all Members. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of Chapter 718, Florida

Statutes, the Declaration, the Articles of Incorporation, or these By-Laws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 8. Waiver of Notice. Members may waive notice of specific meetings as allowed in these By-Laws, the Declaration, or any statute.

Section 9. Member Participation. Members have the right to participate in meetings of Members with reference to all designated agenda items. However, the Association may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member participation.

Section 10. Taping Meetings. Any Member may tape record or videotape a meeting of the Members subject to reasonable rules adopted by the Board in accordance with procedures established by the Division.



Article VI  
Budget Meeting

The Board shall determine an annual budget for the Association and shall mail a copy of the proposed annual budget to the Members not less than fourteen (14) days prior to the Board meeting at which the budget will be considered with a written notice of the time and place of that meeting. The meeting shall be open to all Members. If an adopted budget requires assessment against the Members in any fiscal or calendar year exceeding one hundred twenty-five percent (125%) of the Assessments for the preceding year, the Board, on written application of Members holding ten percent (10%) of the votes of the entire membership, shall call a special meeting of the Members within thirty (30) days, on not less than ten (10) days written notice to each Member. At the special meeting, Members shall consider and enact a budget. The adoption of the budget at such meeting shall require a vote of not less than a majority of the votes of the entire membership. The Board may propose a budget to the Members at the special meeting of Members or in writing, and if the budget or proposed budget is approved by the Members at the meeting or in writing by Members having a majority of the votes of the entire membership, the budget shall be adopted. If a meeting of the Members has been called and a quorum is not attained without adjourning or a substitute budget is not adopted by the Members, the budget adopted by the Board shall go into effect as scheduled. In determining whether Assessments exceed one hundred twenty-five percent (125%) of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterment to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board, the Board shall not impose an Assessment for any year greater than one hundred twenty-five percent (125%) of the prior fiscal or calendar year's Assessment without approval of a majority of the votes of the entire membership.

If the Board fails for any reason to adopt a budget and authorize an Assessment prior to the beginning of the new fiscal year, the budget and Assessment for the previous year shall be increased by fifteen percent (15%) and shall continue in effect until a new budget is adopted.

If the annual assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board. Unpaid Assessments for the remaining portion of the year for which an amended Assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended Assessment. The

budget shall not be amended for emergency or special nonrecurring expenses.

Article VII  
Annual Budget

Section 1. Basic Requirements. The proposed annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504(21), Florida Statutes. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements as provided for in Section 718.113(1), Florida Statutes, the budget of a schedule attached thereto shall show amounts budgeted therefor.

Section 2. Reserve Accounts. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based on estimated remaining useful life and estimated replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. However, prior to turnover of control of the Association by the Developer to Members other than a Developer pursuant to Section 718.301, Florida Statutes, the Developer may vote to waive the reserves for the first two (2) years of the operation of the Association, after which time reserves may only be waived or reduced on the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the Members has been called to determine to provide no reserves or reserves less than adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

Section 3. Use of Reserve Funds. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests, voting in person or by limited proxy present at a duly called meeting of the Association. Prior to the turnover of control of the Association by the Developer to Members other than the Developer pursuant to Section 718.301, Florida Statutes, the Developer-controlled Association shall not vote to use reserves for purposes other

than that for which they were intended without the approval of a majority of all non-Developer voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

Article VIII  
Assessments

The Association shall collect from the Members their respective shares of the Assessments pursuant to the Declaration, in accordance with the procedure prescribed in the Declaration. A Member's proportionate share of Assessments shall constitute a personal obligation of the Member. Assessments shall be made not less frequently than quarterly in an amount which is not less than that 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. Any Assessment, unpaid for more than ten (10) days after the due date, shall bear interest: from the due date until paid at the rate of 18% per annum or such other amount as may be set from time to time by the Board; provided, however, that the rate charged shall not exceed the maximum rate under applicable usury laws, if any. If permitted under Chapter 718, Florida Statutes, and at the discretion of the Board, an administrative late fee for each delinquent Assessment, or any installments on them, in an amount then allowed by applicable law, shall be due and payable by Member in addition to interest. Any costs of collection, including reasonable collection agency fees and reasonable attorneys fees incurred in collection of a delinquent Assessment shall be paid by the Member and shall be secured by a lien in favor of the Association on the respective Unit.

The Association may accelerate Assessments of a Member who is delinquent in payment of any Assessment. Accelerated Assessments shall be due and payable as of the date the claim of lien is filed. Accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

Article IX  
Amendment of By-Laws

Section 1. Method. Amendments to these By-Laws shall be made in the following manner:

(a) The Board shall adopt a resolution setting forth the proposed amendment and, if Members have been admitted, directing that it submitted to a vote at either the annual or a special meeting of the Members. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the full text of the proposed amendment, as described in Section 2 below, shall be given to each Member of Record entitled to vote within the time and in the manner provided in these By-Laws for the giving of notice of meetings to Members. If the meeting is an annual meeting, the proposed amendment or summary may be included in the notice of annual meeting.

(c) At such meeting having a quorum in attendance by Members present in person or by proxy, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted on receiving the affirmative vote of seventy-five percent (75%) of the number of votes cast by the Members in person or by proxy at such meeting.

Section 2. Procedure. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted and the text underlined, and the 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 to be 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."

Section 3. Nonmaterial Errors. Nonmaterial errors or omissions in the amendment process will not invalidate an otherwise properly promulgated amendment.

Section 4. Specific Prohibitions. No amendment shall make any change in the qualification for membership without approval in writing of all Members and the consent of all record holders of mortgages on any Condominium Property or on property held by the Association. No amendment shall be made that is in conflict with Chapter 718, Florida Statutes, or the Declaration. No amendment which affects the rights and privileges provided to the Developer in Chapter 718, Florida Statutes or the Declaration shall be effective without the prior written consent of the Developer.

Article X  
Transfer Fees

No charge shall be made by the Association or any body thereof in connection with the sale of a Unit unless the Association is required to approve such transfer and a fee for such approval is provided for in the Declaration, Articles or By-Laws. Any such fee may be present, but in no event may such fee exceed the amount provided by law per applicant, other than husband/wife or parent/dependent child, which are considered one applicant. While Unit Owners may lease their Units without the prior approval of the Association, the Association may require that a prospective lessee or the Owner of the Unit place a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements, limited common elements, and/or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part 11 of Chapter 83, Florida Statutes.

Article XI  
Fidelity Bonds

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this Article, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the president, secretary and treasurer of the Association. If the Association's annual gross receipts do not exceed \$100,000, the bond shall be in the principal sum of not less than \$10,000 for each person. If the Association's annual gross receipts exceed \$100,000, but do not exceed \$300,000, the bond shall be in the principal sum of \$30,000 for each person. If the Association's annual gross receipts exceed \$300,000, the bond shall be in the principal sum of not less than \$50,000 for each person. The Association shall bear the cost of any such bonding.

Article XII  
Recall of Board Members

Subject to the provisions of Section 718.301, Florida Statutes, and these By-Laws securing the rights of the Developer to appoint a portion of the directors of the Board, any director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the members to recall a director or directors to the Board may be called by Members having ten percent (10%) of the votes of the entire membership giving notice of the meeting as required for a meeting of Members, and the notice shall state the purpose of the meeting.

Pursuant to Section 718.112(2)(j)1, Florida Statutes, if the recall is approved by a majority of the votes of the entire membership at a meeting, the recall shall be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Member meeting to recall one or more Board members. At the meeting, the Board either shall (i) certify the recall, in which case such director or directors shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or (ii) proceed as set forth in Section 718.112(2)(j)3, Florida Statutes.

Pursuant to Section 718.112(2)(j)2, Florida Statutes, if the proposed recall is by an agreement in writing by Members having a majority of the votes of the entire membership, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service on the Board in the manner authorized by Chapter 48, Florida Statutes and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the Agreement in writing. At the meeting, the Board either shall (i) certify the written agreement to recall a director or directors, in which case such director or directors shall be recalled effective immediately and shall turn over to the Board within five (5) full business days, any and all records and property of the Association in their possession, or (ii) proceed as described in Section 718.112(2)(j)3, Florida Statutes.

Pursuant to Section 718.112(2)(j)3, Florida Statutes, if the Board determines not to certify the written agreement to recall a director or directors of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for arbitration pursuant to the procedures of Section 718.1255, Florida Statutes. For the purposes of this Article, the Members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any director or directors of the Board, the recall shall be

effective on mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any director or directors so recalled shall deliver to the Board any and all records of the Association in his or her possession within five (5) full business days of the effective date of the recall.

Pursuant to Section 718.112(2)(j)4, Florida Statutes, if the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Member recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

Pursuant to Section 718.112(2)(j)5, Florida Statutes, if a vacancy on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding anything to the contrary in this Article. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division.



Article XIII  
Arbitration

In the event of a dispute as defined in Section 718.1255, Florida Statutes, the disputing parties must arbitrate their dispute(s) in accordance with the provisions of Section 718.1255, Florida Statutes.

Article XIV  
Certificate of Compliance

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

Article XV  
Common Elements; Limited Power to Convey

The Association has a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Article XVI  
Additional Provisions

Should any paragraph, sentence, phrase, or portion of any provision of these By-Laws ("provision") be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts or the application of such provision to different circumstances. If any provision of these By-Laws conflict with any applicable law, statute, rule, regulation, or ordinance (collectively "law"), the provision shall be deemed to comply with the law. If any provision of these By-Laws conflicts with the Declaration, the provisions shall be deemed to comply with the Declaration.

**D**

Restrictions, Rules and Regulations of the  
MAPLE LEAF COMMERCE CENTER

1. Unless otherwise provided herein, the capitalized terms in these Restrictions, Rules and Regulations shall have the same meaning given them as set forth in that certain Declaration of Condominium for MAPLE LEAF COMMERCE CENTER, a Condominium (hereinafter "Declaration").
2. No building material improvement or alteration thereto shall be erected upon Condominium Property (hereinafter "Condominium Property") without prior written approval of the Architectural Review Board ("ARB").
3. Unit Owner of any Unit may not consolidate or subdivide his Unit without permission of the ARB and the Board of Directors of the Association.
4. The sidewalks, entrance passages, and corridors of or appurtenant to the buildings shall not be obstructed.
5. No bicycles, carts, scooters, or similar vehicle shall be allowed to stand in the passageways, or other public areas of any building.
6. No furniture, equipment, or personal articles (including, but not limited to, garbage cans, bottles, or mats) shall be placed or stored on the exterior of any building of the Condominium Property, nor in any of the entrances, fire tower landings of any building, nor shall any fire exit thereof be obstructed in any manner in the Common Areas.
7. All refuse and garbage shall be kept and stored in appropriate containers approved by the Association. Nothing shall be hung or shaken from any doors or windows, or placed upon the window sills of any building and no Unit owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance there from.
8. The MAPLE LEAF COMMERCE CENTER, INC. (the "Association") may, from time to time, curtail or relocate any portion of the Common Area devoted to storage, or service purposes.
9. No Unit Owner, agent, servants, employees, tenants, licensees, or visitors shall, at any time, bring into or keep on his Unit any flammable, combustible, or explosive fuel, material, chemical, or substance, except as shall be necessary and appropriate for the permitted and lawful uses of such Unit.

10. No Owner or any occupant shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners, their tenants, clients or guests to quiet enjoyment of their respective Units. No Owner or occupant shall play any musical instrument, or shall operate or permit to be operated a stereo system, radio, television set, or other loudspeaker in such Unit Owner's Unit if the same shall disturb or annoy other occupants of any other Unit.

11. Spare

12. In no event shall any exterior glass surface of any windows situated on the Property be colored or painted.

13. No Owner shall interfere in any manner with any portion of any mechanical system or lighting apparatus or other equipment which is a part of the Common Areas.

14. No radio, satellite dish or television aerial, or any similar type of equipment shall be attached to or hung from the exterior of any building constructed on any Unit, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease," or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of any building constructed on any Unit, except such as are permitted pursuant to the terms of the Declaration and/or the By Laws or shall have been approved in writing by the Association. Nothing shall be projected from any window of a building constructed on any Unit without similar approval.

15. All radio, television, or other electrical equipment of any kind or nature installed or used in each building of a Unit shall fully comply with all rules, regulations, requirements, or recommendations of the public authorities having jurisdiction, and the owner or occupant of the Unit alone shall be liable for any damage or injury caused by any radio, television, or other electrical or electronic equipment. No radio, television or other electrical equipment of any kind or nature can be installed or used in any building constructed on any Unit which would create any interference with the radio, television or other electrical equipment of any other Unit Owner.

16. Each Unit Owner shall keep all buildings constructed on the Unit Owner's Unit in a good state of preservation, condition, repair, and cleanliness in accordance with the terms of the By-Laws and the Declaration. Common Areas shall be used only for the purposes intended. No articles belonging to the Unit Owners or any tenant or occupant shall be kept in the Common Areas temporarily or otherwise.

17. No Unit Owner or occupant of a Unit shall send any employee of the Association out of the Unit on any private business. Employees and/or subcontractors or other agents of the Association shall be solely responsible to the Board of Directors of the Association.

18. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Association. Further, any such consent or approval may, in the discretion of the Association, be conditional in nature.

19. Complaints regarding the service of the Association shall be made in writing to the Association.

20. No business or use that would be inconsistent with zoning regulations as imposed by Seminole County, Florida, and all other applicable governmental authorities shall be allowed.

21. No adult entertainment, as defined by the Seminole County, Florida Code or Ordinances, which would include any establishment where individuals display or expose specified anatomical areas to others, regardless of whether the individuals actually engage in dancing, shall be allowed. In addition, no adult motion picture theater or adult bookstore may be operated for commercial or pecuniary gain or otherwise. ("Operated for commercial or pecuniary gain" shall not depend upon actual profit or loss.)

22. No business or use that would provide wastewater disposal from any Unit not permitted under the laws of the State of Florida or Seminole County, Florida will be allowed.

23. No neon light, exterior display or interior display which is visible from the exterior of any building, part of any building, and/or Unit of services, goods and/or merchandise, unless approved by the Association in writing, shall be allowed.

24. No signage (neon, wood, plastic, metal, etc.) shall be erected without prior approval by the Association and the ARB in writing. Further, any signage (whether interior or exterior) visible from the exterior of any building or Unit shall be subject to review by the ARB for approval before installation of

same and such signage shall comply with all applicable governmental rules and regulations respecting permitting.

25. Any and all window treatments, consistent among Units, (draperies, sheers, blinds) must be approved by the ARB and if possible, all drapes should be flame proof.

26. No portion of the Condominium Property may be used for a convenience store and/or fuel sales.

27. No loud, noxious or offensive activity shall be carried on upon any portion of any Unit, nor shall anything be done which may be or become a nuisance to the development.

28. No dogs, cats, cows, cattle, horses, hogs, poultry or any other animals shall be kept, raised or bred on the Property. Typical veterinary treatment facilities (no kennels) will be allowed subject to Board approval.

29. No aircraft, trailers, recreational vehicles, boats, semi-trailers (except for the temporary purpose of loading or unloading goods), all-terrain vehicles, vehicles under repair (except in emergency situations), vehicles which are not street legal, or any vehicle which is abandoned, shall ever be allowed on Condominium Property. The Association shall have the power to tow away and store, if necessary, any of the aforementioned and charge any towing and storage fees to the owner thereof and if such charge goes unpaid for more than thirty (30) days, to sell said vehicles and to pay the towing, storage and costs of sale from the proceeds.

30. All vehicles shall be parked within their appropriate designated areas. Any vehicle "parked illegally" is subject to being towed away and stored, if necessary, and the costs of such towing and storage being charged to the vehicle's owner. "Parked illegally" shall include, but not be limited to, vehicles parked so as to occupy more than one designated parking space, parked in a space assigned to another Unit Owner, parked in a handicap parking space without the appropriate registration or authorization, and parked in any fire lane, loading zone, or designated no parking zone. Any non-operating vehicle which parked within the Condominium Property shall be considered to be parked illegally if it is not removed within 24 hours.

31. The speed limit on Condominium Property is fifteen (15) miles per hour.

32. No Unit Owner or occupant shall hang garments, towels, rugs, mops, brooms, plants, planters, hanging baskets, clotheslines, or similar objects from balconies, windows, doors, railings or from

any of the facades of the Condominium Property.

33. All trash and garbage shall be disposed of in proper dumpster facilities located within the designated trash receptacle areas. In addition, each and every Unit Owner of each and every Unit shall be responsible for the removal of trash and/or rubbish from their respective areas.

34. No Unit Owner, invitee or their guest shall act so as to interfere unreasonably with the peace and enjoyment of the Unit Owners of the other Units on the Property.

35. No flashing, beacon, unshielded, or colored lights shall be erected on the exterior of any building or Unit, including any such lights located on the interior of any building or Unit which are visible from the exterior, unless prior approval is obtained by the Association. In addition, no exterior lights shall be erected, except for those certain lights provided by the Association, without prior written approval by the Association.

36. Consumption of alcoholic beverages is prohibited in all Common Areas.

37. No flags or pennants shall be displayed upon any Unit.

38. Every Unit Owner of a Unit and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of any Unit Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights in the event of failure to comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a Unit Owner for failure of a Unit Owner, his guests, tenants, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or Bylaws, providing the following procedures are adhered to:

A. Notice. The Association shall notify the Unit Owner and/or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Unit Owner and/or occupant shall present reasons why penalties shall not be imposed. At such meeting, the Unit Owner and/or occupant shall be entitled to be represented by counsel (at his

expense) and cross-examine and present witnesses and other testimony.

B. Hearing. The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Board of Directors shall be submitted to the Unit Owner and/or occupant by not later than twenty-one (21) days after the Board of Directors meeting.

C. Penalties. The Board of Directors may impose special Assessments against the applicable Unit as follows:

i. First Non-Compliance or Violation: A fine not in excess of One Hundred and 00/100 (\$100.00) Dollars;

ii. Second Non-Compliance or Violation: A fine not in excess of Five Hundred and 00/100 (\$500.00) Dollars;

iii. Third and Subsequent Non-Compliance or Violation or Violations Which Are of a Continuing Nature: A fine not in excess of One Thousand and 00/100 (\$1,000.00) Dollars.

D. Payment of Penalties. Fines shall be paid not later than thirty (30) days after notice of the imposition or Assessment of the penalties.

E. Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth in the Declaration, Articles and Bylaws.

F. Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

G. Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled, however, any penalty paid by the offending Unit Owner and/or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to receive by law from such Owner.



**E**

**SYMBOLS AND ABBREVIATIONS:**

- N - NORTH
- E - EAST
- S - SOUTH
- W - WEST
- LB - LICENSED BUSINESS
- CM - CONCRETE MONUMENT
- IP - IRON ROD
- IRC - IRON PIPE COMMENCEMENT
- P.O.C. - POINT OF COMMENCEMENT
- PL - PLAT
- (M) - MEASURED
- (D) - DESCRIPTION
- ORB - OFFICIAL RECORDS BOOK
- OHE - OVERHEAD ELECTRIC
- CONC. - CONSTRUCTION
- W.C. - WATER MAIN
- A/C - AIR CONDITIONER
- C/O - C/O
- FND - FOUND
- TYP - TYPICAL
- AMB - ALTERED END SECTION
- INT - INVERT
- LF - LEG LENGTH
- B - BEARING
- CH - CHORD
- Δ - DELTA ANGLE
- M&D - NAIL AND DISK
- BM - BENCHMARK
- TRANS. - TRANSFORMATION
- REL. - RELATIONS
- CENTERLINE - CENTERLINE
- PROPERTY LINE - PROPERTY LINE
- WATER VALVE - WATER VALVE
- SANITARY VALVE - SANITARY VALVE
- BOLLARD - BOLLARD
- WATER METER - WATER METER
- LIGHT POLE - LIGHT POLE
- POWER POLE - POWER POLE
- HYDRANT - HYDRANT

**LEGAL DESCRIPTION**

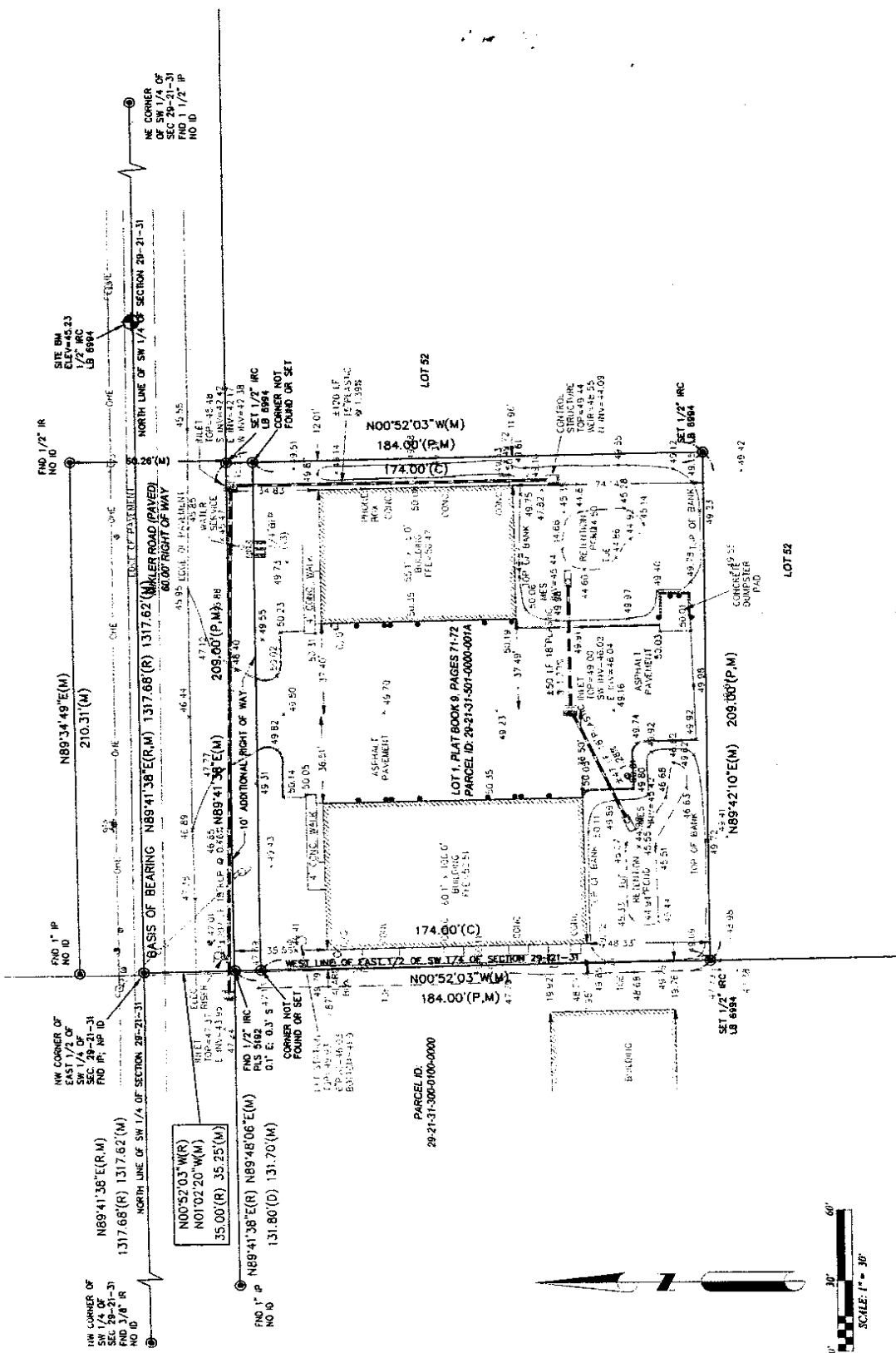
Lot 1 (West of SAL Railroad) of Jamestown, according to the plat thereof, as recorded in Plat Book 9, Pages 71 and 72, of the Public Records of Seminole County, Florida, Less the North 10.00' of additional road right of way.

Date	Revisions
03/14/2008	1. REVISION
03/14/2008	2. REVISION
03/14/2008	3. REVISION
03/14/2008	4. REVISION
03/14/2008	5. REVISION

Not valid without the signature and original sealed seal of a Florida Licensed Surveyor and Mapper.  
 Andrew M. Spivey  
 04-000000  
 Date

**GEOMARKS LAND SURVEYORS, INC.**  
 Florida LB 60994  
 8408 E. Colonial Drive, Orlando, FL 32817  
 Phone: (407) 736-1697; Fax: (407) 775-3773  
 www.geomarksls.com

**LEGIBILITY UNSATISFACTORY FOR SCANNING**



- SURVEYOR'S NOTES:**
1. ELEVATIONS BASED ON SEMINOLE COUNTY BENCHMARK 3152461. ELEV=53.22 (NGVD 29).
  2. LEGAL DESCRIPTION FURNISHED BY CLIENT.
  3. BEARINGS SHOWN HEREON ARE BASED ON NORTH LINE OF SW 1/4 OF SECTION 29-31-31. THAT BEARING BEING N 89°41'38" E, AND IS ASSUMED.
  4. ACCORDING TO FIRM PANEL NUMBER 21117 C 0165 E, DATED 06/17/1995 THE SUBJECT PROPERTY LIES IN ZONE "X".

**CERTIFY TO:**  
 Tom Indiana

**FINAL ASBUILT SURVEY**  
 A portion of Section 29, Township 21 South, Range 31 East  
 Seminole County, Florida

Drawn by:	SDSC/JH
Checked by:	AHS
Job Number:	IND061794
Scale:	1" = 30'
Sheet 1 of 1	



**F**

**Percentages of Ownership of the Common Elements**

Unit 1000	701.31 square feet	7.33%
Unit 1008	701.89 square feet	7.33%
Unit 1016	1,434.72 square feet	14.99%
Unit 1024	1,434.72 square feet	14.99%
Unit 1032	1,417.08 square feet	14.81%
Unit 1102	638.65 square feet	6.67%
Unit 1110	638.65 square feet	6.67%
Unit 1126	1,310.28 square feet	13.69%
Unit 1138	1,294.17 square feet	13.52%
TOTALS	9,571.47 SQUARE FEET	100.00%

**G**

**Maple Leaf Commerce Center**  
**2582/2588 Mikler Road, Oviedo, FL 32765**

**ESTIMATED OPERATING BUDGET**

	<b>MONTHLY</b>	<b>ANNUALLY</b>
1. Administration of the Association	\$100	\$1200
2. Management Fees (included in the above)	n/a	n/a
3. Maintenance:		
Building (General Maintenance)	n/a	n/a
Landscaping & Grounds	\$100	\$1200
Fertilizer & Pest Control	\$50	\$600
Lift Station	\$50	\$600
Miscellaneous	\$20	\$240
4. Utilities:		
Common Area Electric	\$101	\$1224
Water & Sewer	\$60	\$720
Garbage	\$50	\$600
5. Insurance	\$159	\$1908
6. Taxes upon Association Property		
7. Inspections - Routine		
8. Capital Reserves	\$100	\$1200
 Total Estimated Operating Budget	 \$790	 \$9480
 Total Assessment Amount	 \$0.078	 \$0.936

(per square foot)

Based on 10,125 Square Feet

**H**

STATE OF FLORIDA  
COUNTY OF SEMINOLE

**SHARED AGREEMENT  
CROSS ACCESS, DUMPSTER USAGE, STORM/SANITARY  
SEWER SYSTEMS, AND RETENTION/DETENTION PONDS**

WHEREAS, Indrunas Enterprises, LLC currently owns two (2) office/warehouse buildings on the same parcel, with the building to the east located at 2588 Mikler Road, Oviedo, FL 32765 and the building to the west located at 2582 Mikler Road, Oviedo, FL 32765; and

WHEREAS, the parcel will be split down the middle of the parking lot (reference attached survey) with the parcel to the east encompassing the building located at 2588 Mikler Road, Oviedo, FL 32765 and the parcel to the west encompassing the building located at 2582 Mikler Road, Oviedo, FL 32765; and

WHEREAS, both buildings/parcels have a centralized driveway providing cross access/ingress and egress to their associated parking lots; and

WHEREAS, both buildings/parcels have a common dumpster located south of east building; and

WHEREAS, both buildings/parcels have parking lots which have storm water drainage and sanitary sewer systems which are interconnected, involving drop inlets, underground piping, valves, manholes, lift stations and retention/detention ponds; and

WHEREAS, the driveway, the dumpster, storm sewer system, the sanitary sewer system, drainage system, and retention/detention ponds, including lift stations, manholes, piping, etc., as depicted



on attachment hereto, are anticipated in the future to require shared usage;

NOW, THEREFORE, WITNESSETH, the east and west buildings/parcels and their adjacent parking lots, will be responsible, together, to share the entire driveway, dumpster usage, sanitary sewer systems, lift stations, storm water system, drainage, and retention/detention ponds, together with all the parts of the same including lift stations, piping, valves, manholes, etc.

This Agreement shall run with the land, and be binding upon the current owners, and their successors, heirs, and assigns.

DATED this 14 day of July, 2008.

Signed, sealed, and delivered in the presence of

Indrunas Enterprises, LLC

Nan Lee Overstreet

Diana L. Habuda

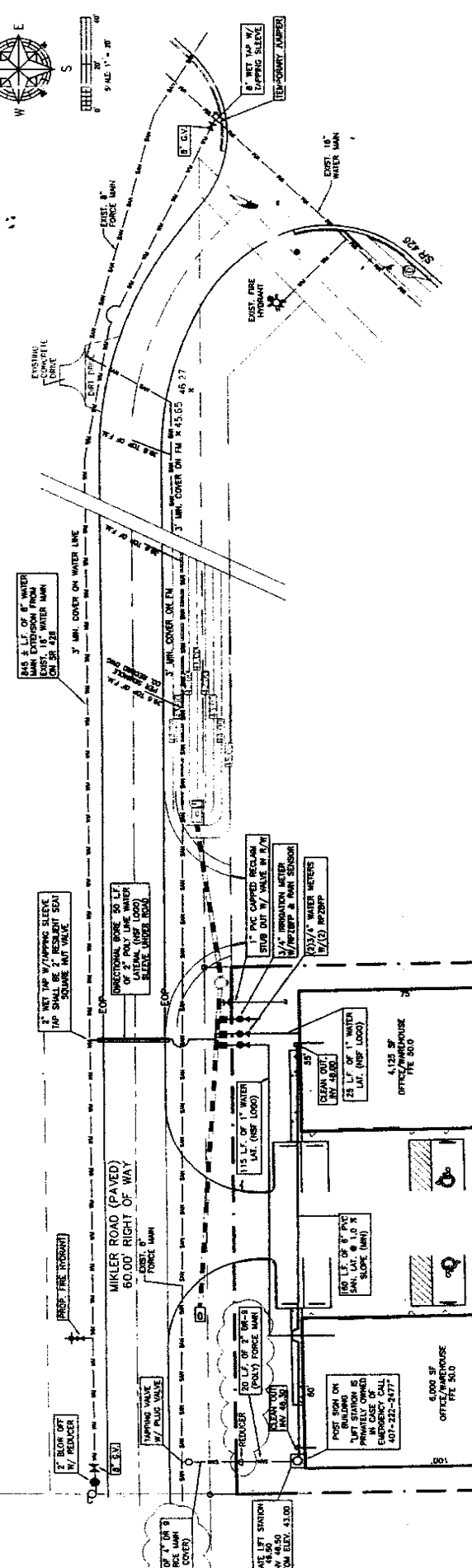
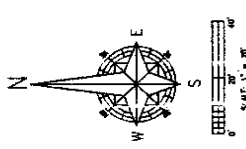
BY: [Signature]  
Thomas J. Indrunas  
Managing Member

SWORN and subscribed to before me by THOMAS J. INDRUNAS, personally known to me, this 14 day of July, 2008.

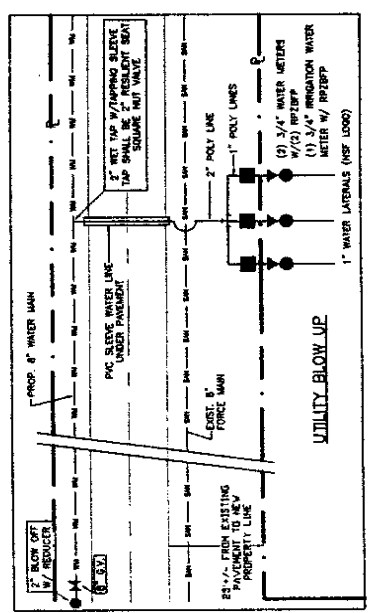
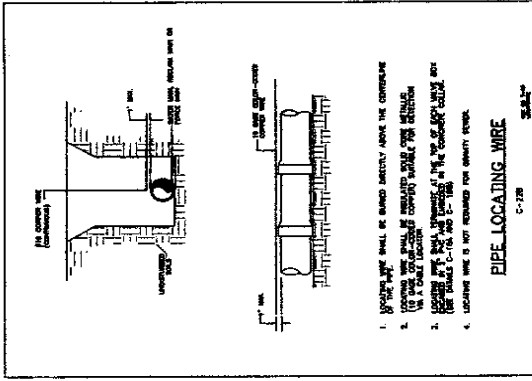
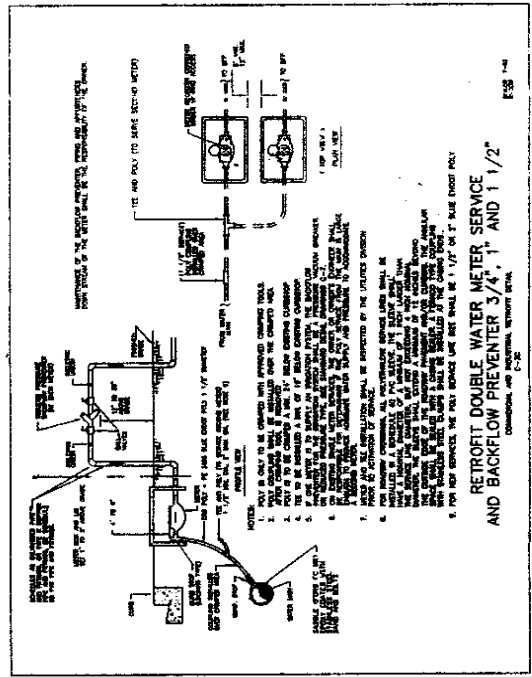
Diana L. Habuda  
NOTARY PUBLIC - Signature



(SEAL)



**UTILITY GENERAL NOTES**  
1) FIELD VERIFY AND LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION  
2) CALL SUNSHINE LOCATE SERVICE TO LOCATE ALL UTILITIES



Approved for Construction:  
[Signature]  
[Title]  
[Date]

Approved for Construction:  
[Signature]  
[Title]  
[Date]

LEGIBILITY UNSATISFACTORY FOR SCANNING

**I**

STATE OF FLORIDA  
COUNTY OF SEMINOLE

**DECLARATION AND DEDICATION OF EASEMENT**

THIS DECLARATION AND DEDICATION made this 14 day of JULY, 2008, by Indrunas Enterprises, LLC;

WHEREAS, Declarant/Dedicator seized in fee simple and in possession of land lying in Seminole County, Florida, described in the attached survey; and

WHEREAS, Declarant/Dedicator wishes to declare and dedicate a permanent easement for ingress and egress over all of the parking lots, sidewalks, and driveways depicted on that survey attached hereto as Exhibit A; and

WHEREAS, Declarant/Dedicator agrees for the consideration of the sum of Ten (\$10.00) Dollars, and other good and valuation consideration, to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, to grant a permanent easement for any owners, lessees, tenants, employees, and their licensees and/or invitees, and their successors in title, heirs, assigns, or legal representatives, upon the subject parking lots, sidewalks, and driveways depicted on the attached survey, and does by these presents give full and free right and liberty for them, their tenants, lessees, employees, licensees, and invitees in common with all persons at all times hereafter, for all purposes connected for the use and enjoyment of the land, for whatever purpose the land may lawfully be used and enjoyed, to pass and repass along the

provided roadway and roadways, parking lots, sidewalks, and driveways as follows.

To have and to hold this permanent easement granted unto the owners, their successors and assigns, of either of the two (2) office/warehouse buildings for use and utilization of the parking lot, sidewalks, driveways, etc.

It is understood that this easement is given upon the express understanding and condition that it may be used by the Declarant/Dedicator, its heirs, executors, administrators, and assigns, in conjunction with the use of all others similarly situated.

This easement shall run with the land and be binding upon the current owners, and their successors, heirs, and assigns.

IN WITNESS WHEREOF, Declarant/Dedicator has hereby set its hand and seal as of the day and year first above-written.

Signed, sealed, and delivered in the presence of

Tom Lee Overstreet  
Diana L. Habuda

DECLARANT/DEDICATOR  
Indrunas Enterprises, LLC

BY: [Signature]  
Thomas J. Indrunas  
Managing Member

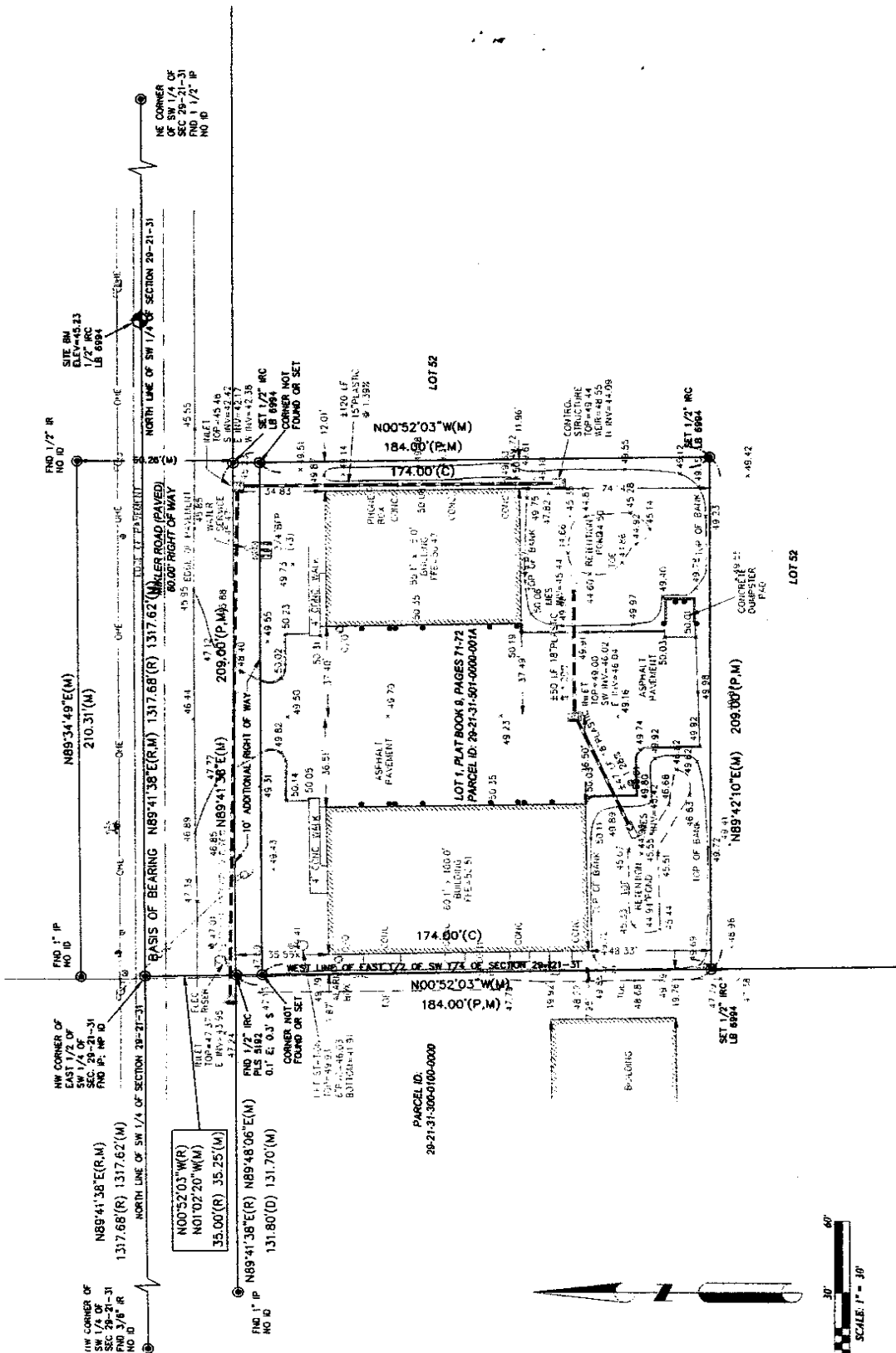
SWORN and subscribed to before me by THOMAS J. INDRUNAS, personally known to me, this 14 day of July, 2008.

Diana L. Habuda  
NOTARY PUBLIC - Signature



**SYMBOLS AND ABBREVIATIONS:**

- N - NORTH
- S - SOUTH
- W - WEST
- LB - LICENSED BUSINESS
- CM - CONCRETE MONUMENT
- IR - IRON ROD
- IRC - IRON ROD AND CAP
- IP - IRON PIPE
- P.O.C. - POINT OF COMMENCEMENT
- P.P.B. - POINT BEGINNING
- (C) - CALCULATED
- (M) - MEASURED
- (D) - DESCRIPTION
- ORR - OFFICIAL RECORDS BOOK
- OHE - OVERHEAD ELECTRIC
- CONC. - CONCRETE
- NO. ID. - NO. IDENTIFICATION
- AS - ASBESTOS
- CD - CEMENT
- FO - FOUND
- TYP - TYPICAL
- MES - METEORIC END SECTION
- INT - INVERT
- LF - LENGTH FEET
- RF - RADIUS
- BE - BEARING
- CH - CHORD
- DA - DELTA ANGLE
- M&D - MAIL AND DISK
- BM - BENCHMARK
- TRANS - TRANSFORMER
- TR - TRAILER
- CL - CENTER LINE
- W - WATER
- SA - SANITARY VALVE
- ROLL - ROLL
- WATER - WATER
- WATER - WATER
- POLE - POWER POLE
- HYDRANT - HYDRANT



**LEGAL DESCRIPTION**

Lot 1 (West of SAL Railroad) of Jamestown, according to the plat thereof, as recorded in Plat Book 9, Pages 71 and 72, of the Public Records of Seminole County, Florida. Less the North 10.00' for additional road right of way.

**SURVEYOR'S NOTES:**

- ELEVATIONS BASED ON SEMINOLE COUNTY BENCHMARK 3132-061, ELEV=53.22 (MCPD 39).
- LEGAL DESCRIPTION SUBMITTED BY CLIENT.
- BEARINGS SHOWN HEREON ARE BASED ON NORTH LINE OF SW 1/4 OF SECTION 29-21-31, THAT BEARING BEING N 89°41'38" E, AND IS ASSUMED.
- ACCORDING TO FIRM PANEL NUMBER 12117 C 0165 E, DATED 04/17/1995 THE SUBJECT PROPERTY LIES IN ZONE "X".

<p><b>FINAL ASBUILT SURVEY</b> A portion of Section 29, Township 21 South, Range 31 East Seminole County, Florida</p>	<p><b>GEOMARKS LAND SURVEYORS, INC.</b> Florida LB #6994 4408 E. Colonial Drive, Orlando, FL 32817 Phone: (407) 735-1807; Fax: (407) 275-5273 www.geomarks.com</p>	<p><b>Revisions</b></p> <table border="1"> <tr> <th>No.</th> <th>Description</th> <th>Date</th> </tr> <tr> <td>1</td> <td>REVISION RECORD</td> <td></td> </tr> <tr> <td>2</td> <td>FINAL ASBUILT</td> <td>04/09/2008</td> </tr> <tr> <td>3</td> <td>REVISION RECORD</td> <td></td> </tr> <tr> <td>4</td> <td>REVISION RECORD</td> <td></td> </tr> <tr> <td>5</td> <td>REVISION RECORD</td> <td></td> </tr> </table>	No.	Description	Date	1	REVISION RECORD		2	FINAL ASBUILT	04/09/2008	3	REVISION RECORD		4	REVISION RECORD		5	REVISION RECORD	
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3	REVISION RECORD																			
4	REVISION RECORD																			
5	REVISION RECORD																			
<p><b>CERTIFY TO:</b> Tom Holmes</p>	<p><b>DATE:</b> 04/09/2008 <b>DATE:</b></p>	<p><b>NOTED:</b> Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. <i>Andrea M. Spence</i> Andrea M Spence, P.S.M. #5745</p>																		
<p><b>Drawn by:</b> SDC/CH <b>Checked by:</b> AMS <b>Job Number:</b> JRD061784</p>	<p><b>Scale:</b> 1" = 30' <b>Sheet 1 of 1</b></p>	<p><b>Project:</b> USDO6129-Subj-129-4-ASBUILT.dwg   <b>Date:</b> Apr 09, 2008 3:33pm</p>																		

**LEGIBILITY UNSATISFACTORY FOR SCANNING**

**J**

ARCHITECTURAL REVIEW BOARD OF  
MAPLE LEAF COMMERCE CENTER

1. General.

(a) The Architectural Review Board ("ARB") shall consist of designees of the Developer and shall maintain this composition until Developer, regardless of whether or not it owns any Units, in Developer's sole discretion, determines that it no longer has an interest in the Property or the Association, but in no event shall this composition continue beyond a date two (2) years after the date of the initial conveyance of a Unit by the Developer to a non-Developer related entity. At such time, the Unit Owners will designate the Members of the ARB in the same manner as Directors of the Association are appointed. Consent of the Developer is required to amend or alter the number of members of the ARB, which is hereby set at three (3) members. Any action of the ARB shall be binding with an affirmative vote of greater than 50% of the members present. Developer shall have the power to remove any member of the ARB with or without cause until a date two (2) years after the date of the initial conveyance of a Unit by the Developer to a non-Developer related entity.

(b) Any claim by the ARB for fees and charges imposed by the ARB shall be subordinate, junior and inferior to the lien of any bona fide first mortgage on the property.

(c) Notwithstanding the foregoing to the contrary, the terms and conditions of these ARB guidelines shall in all events be subject to that Declaration of Condominium at City View Condominium, a commercial condominium as amended from time to time.

2. Planning Criteria. In order to give guidelines to Owners and Builders concerning construction, reconstruction, maintenance and repair of Units, buildings and building improvements on the a Unit, those certain site, design and building plans adopted by the Developer during initial construction of the Units as prepared by Rabits & Associates Architect & Planners, and dated March 27, 2007 (hereinafter "Planning Criteria") which Planning Criteria are incorporated herein by reference shall govern and control as to the construction, reconstruction, maintenance and repair of the Units. All construction, re-construction, maintenance and repair of the Units shall be in accordance with the Planning Criteria. The, Developer (during such time as it shall own or hold any Unit for sale in the ordinary course of business), the ARB or the Association may amend from time to time the Planning Criteria or waive minor violations at their sole discretion, without the joinder and consent of any party. The ARB has the sole power to resolve any conflicts that may arise in interpreting the Planning Criteria. The ARB, the Developer, or



the Association, shall have the right and obligation to enforce any provision of the Planning Criteria or this Declaration. Should any Owner fail to comply with the Planning Criteria or provision of this Declaration, after thirty (30) days written notice, the ARB, Developer or Association shall have the right to enter upon the Unit or Property and make such corrections or modifications as are necessary or remove anything in violation of the provisions of the Planning Criteria or this Declaration and charge the cost thereof to the Owner and file a lien in the Public Records. Any complaints by the Owners about enforcement of the Planning Criteria or this Declaration should be in writing to at least two (2) ARB members. The Units shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria. To the extent the Planning Criteria does not address issues related to the construction, re-construction, maintenance and repair of the Units, the design and building criteria shall be determined in the sole and absolute discretion of the Developer (during such time as it shall own or hold any Unit for sale in the ordinary course of business), or the by ARB at such other times.

### 3. ARB Approval.

(a) Prior to any commencement of construction, and subject to the approvals, requirements and compliance with the Declaration of Condominiums of City View Condominium, a commercial condominium, as amended from time to time, the ARB must approve all buildings, fences, walls, signs or other structures and landscaping plans which shall be constructed, erected or maintained upon Unit and any exterior additions to or change or alterations therein as to the harmony of external design and location in relation to surrounding structures and topography. The ARB shall be furnished with plans and specifications in accordance with the Planning Criteria showing the nature, type, shape, color, height, material type and location of the same and sample of building materials proposed as well as any other data or information, as reasonably requested by the ARB, and shall approve or deny the same in writing. Notwithstanding the foregoing to the contrary, no Unit Owner shall place any building, fence, wall, sign or other structure or landscaping within the Common Elements.

(b) The ARB must also approve or deny any building plans, specifications, lot grading and landscaping plans.

(c) Each builder or owner must submit to the ARB four (4) sets of plans and specifications prior to obtaining a building permit; two (2) sets, if approved, will be returned to the builder or Owner within fifteen (15) working days, one (1) will be mailed to the Developer and one (1) will be retained by the ARB.

(d) Failure to receive an approved set within fifteen (15) working days after submittal of same to ARB will be deemed a denial. The Owner or the builder may then elect to meet with an ARB representative to determine if changes may be made to the plans and specifications that would then be acceptable to the ARB. If no agreement can be made, then redesigned plans and specifications must be submitted to the ARB and the approval/disapproval process will begin again. All approvals must be evidenced by the signatures of at least two (2) members of the ARB.

(e) The site plan and construction plans and specifications shall be prepared and signed by one or more architects, landscape architects, or engineers registered and licensed to do business in Florida. Construction plans and specifications for all buildings shall be prepared and signed by an AIA architect registered and licensed to do business in Florida. The site plan and construction plans and specifications shall show, to the extent applicable, plot layout (including dimensions), all exterior elevations of all buildings and other Improvements and the materials, colors, and structural design thereof, utility distribution systems, fire protection systems, stormwater detention/retention systems, irrigation systems, sewer systems, sewer plants, sewer lines, loading areas, paved areas, parking areas, sidewalks, walkways, fences, gates, pools, decks, signs, landscaping and other amenities, and any other information that the ARB may request. The site plan and construction plans and specifications shall be signed by the Owner of the Unit submitting them and shall be accompanied by the Owner's written request for approval of the site plan and construction plans and specifications. No approval under this provision shall be required for the alteration of the interior of an existing building unless the planned interior alteration will substantially change the primary use of the building, would affect the structural integrity of the building, or will create a greater demand for parking near the Unit on which the building is located. The ARB may, by written notice given within thirty (30) days after a site plan and construction plans and specifications have been submitted to it for approval, require the site plan and construction plans and specifications to be amended or supplemented to provide such additional information as the ARB, in its sole discretion, deems necessary or desirable to enable it to evaluate that site plan and construction plans and specifications.

(f) The ARB shall, in approving or disapproving any site plan and construction plans and specifications submitted for approval, consider conformance of that site plan and construction plans and specifications with the purposes and general plan and intent of this Declaration, and with the Planning Criteria,

including, by way of example but not limitation, stormwater drainage, conformity and harmony of the external design of the proposed Improvements with nearby Improvements, proposed operations and uses of the affected Unit and proposed Improvements thereon, relation of topography, grade and finished ground elevation of the Unit to that of nearby property, proper facing of elevations of Improvements with respect to nearby streets, the effect of the location and use of the proposed Improvements on neighboring Units, the integrated and the harmonious design of all elevations of the proposed Improvements, and conformity of the site plan and construction plans and specifications to this Declaration and to the purposes, intent, and general plan of this Declaration. The ARB shall be the sole interpreter of the intent of this Declaration; and shall not be precluded from disapproving, approving, or requiring modifications to any proposed site plans or construction plans and specifications on the grounds that the ARB's actions or requirements are not specifically permitted in this Declaration or in the Planning Criteria. The ARB shall have the right to disapprove any site plan or construction plans and specifications for any reason in its sole discretion including aesthetic objections.

(g) Each Owner shall begin construction of his Improvements within one hundred twenty (120) days after receiving approval of the site plans and construction plans and specifications for those Improvements. After commencement of construction of any Improvements upon a Unit, the Owner shall diligently and continuously prosecute construction. The ARB shall have the right to grant extensions to this time limitation. Unless the ARB approves additional time or unless construction is delayed by matters outside the control of the Owner and Owner's contractor (including but not limited to inclement weather conditions, unavailability of materials, acts of God and the like) construction must be finished and landscaping and all finishes installed within a reasonable time (considering the scope and nature of the Improvements) after commencement of construction. If this construction schedule is not met, or if construction ceases for a continuous thirty (30) day period, the ARB shall have the right to take such steps as it may deem necessary to correct the situation, including but not limited to:

- (1) completion of construction.
- (2) installation of appropriate landscaping.
- (3) removal of materials and debris, and
- (4) such other actions as may be necessary to minimize the negative aesthetic impact of the incomplete structure.

(h) The Owner of a Unit on which Improvements are being constructed shall at all times during the construction period keep all streets or roads contiguous or adjacent to the Unit free from any dirt, mud, garbage, trash or other debris that might be occasioned by the construction. In the event of a violation of this paragraph, the ARB shall have the right to bring an action at law or in equity to compel performance with these provisions. If the ARB deems it necessary to exercise the right of self-help granted above, the ARB shall have the right to record a claim of lien for the costs of enforcing or remedying the violation, plus a supervisory and overhead fee payable to the ARB equal to fifteen percent (15%) of the expenses incurred in performing the self-help. That lien may be enforced and foreclosed in the same manner provided herein for enforcement of liens for unpaid assessments.

(i) Condition of Unit during Construction. While construction, repair, renovation, or similar work is being performed on a Unit, the Owner of that Unit shall keep the Unit as uncluttered and attractive as possible. No Owner shall allow conditions to exist on a Unit during construction, repair, renovation or the like that creates an unreasonable risk or hazard to persons. No Owner shall allow construction, repair, renovation or the like to be conducted in any manner that, in the ARB's judgment, unreasonably disrupts or damages the activities on neighboring properties.

#### 4. Construction of Building.

(a) If at any time during the course of construction, the ARB, in its sole discretion, determines construction fails to comply in any manner with this Declaration, the plans as approved by the ARB or the Planning Criteria, then the ARB may issue a STOP WORK ORDER to stop the builder or the Owner from working. In addition, the ARB may cause of "Notice of Non-Compliance" to be recorded in the Public Records of Seminole County, Florida, setting forth specifically those items which are inconsistent with the ARB approved plans or the ARB Planning Criteria, as may be amended from time to time. It shall be the responsibility of the Owner or the builder to obtain a Revocation of the Stop Work Order from two (2) members of the ARB before doing any more construction. Resolution of the "Stop Work Order" or "Notice of Non-Compliance" is further addressed in subparagraph (e) hereof.

(b) Within ten (10) days of receiving notice of initial construction being completed by the builder, and a receipt of two (2) certified copies of the final as-built survey, the ARB or its designated agent will make an inspection to verify compliance with the approved plans.

(c) Should construction not be completed in a timely manner, as determined solely by the ARB, or not be completed in accordance with the plans and specifications approved by the ARB, the ARB, the Board of Directors or the Association, or the Developer shall have the right to seek specific performance by the Owner or the builder, to complete the construction approved by the ARB; or in the alternative, to enter upon the Property, Unit or building and complete the construction as approved, at the expense of the Owner, subject, however, to the following provisions: Prior to commencement of any work on any of the Property, the Association, the ARB or the Developer must furnish prior written notice to the Owner, at the last address listed in the records of the Association for the Owner and at any other last known address notifying the Owner to complete the construction with such time as may be designated by the ARB upon any part of the Property or to hire personnel to do so to complete the construction as approved by the ARB. The cost of such work, including labor and materials, shall be assessed against the Unit Owner by the Association, the ARB or the Developer when such work is performed, and the Association, the ARB or the Developer shall record a Claim of Lien against the Unit(s) for the work performed. The rights of the Association shall include the right to impose a lien against the subject Unit and foreclosure thereon, and the right to collect said charge as a personal obligation of the Owner. Should the ARB, the Developer or the Board of Directors of the Association be required to enforce the provision hereby by legal action, the reasonable attorneys' fees and collection costs incurred (including the ARB's and the Association's administrative costs), whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Unit Owner, and secured by the Claim of Lien. The ARB, the Developer and the Board of Directors of the Association or their agents or employees, shall not be liable to any Owner or the builder for any damages or injury to the Property or person of the Owner by actions taken relating to this Declaration.

(d) If the ARB determines that construction has been completed in accordance with the plans and specifications and the Planning Criteria, the ARB shall issue to the Owner and the builder a "Notice of Compliance" in recordable form.

(e) If the ARB determines that construction has been completed in accordance with the plans and specifications after the ARB has issued a "Stop Work Order" and/or a "Notice of Non-Compliance" as provided in (a) above, the ARB will issue and record in the Public Records of Seminole County, a "Notice of Compliance" and make reference to the "Stop Work Order" or "Notice of Non-Compliance." The recording of the "Notice of Compliance" shall be conclusive evidence of the satisfaction of any "Stop Work Order" and/or "Notice of Non-Compliance."

(f) Release for Architectural Review Decisions. The ARB shall not be liable in damages or otherwise to any Owner or occupant of property affected by this Declaration, or to anyone submitting plans or other materials or any consent or approval required by this Declaration, by reason of any decision, approval, or disapproval rendered pursuant to the provisions of this Declaration, or for any mistake in judgment, negligence or nonfeasance in connection with any such decision, approval, or disapproval. Each person who submits plans or other materials for approval, by the submission thereof, and each Owner or occupant of any Unit by acquiring title thereto or an interest therein, agrees that it will not bring any action against the ARB for the purpose of recovering any such damages or other relief. Approval of any plans or materials submitted pursuant to this Declaration for approval or consent, or any other approval or consent given pursuant hereto, shall be given solely to protect the aesthetics and general quality of the Property and shall not be deemed to be a warranty, representation, or covenant that such approval or consent or any action taken in reliance thereon complies with any standard of quality or safety, or any applicable regulations, laws, codes, or orders; and the ARB, its designees, successors, and assigns are expressly released and relieved from all liability or obligation in connection therewith.

(g) Coordination With Off-Unit Construction. Construction upon any Unit shall be coordinated with construction of off-site Improvements if the ARB determines that the conduct of any on-Unit construction will jeopardize or interfere with the orderly prosecution of off-Unit construction work, the ARB may require the Owner of the Unit where the on-Unit work is proposed or underway to defer or reschedule the on-Unit work so that the off-Unit work may proceed without interruption or interference. For purposes of this provision, off-Unit construction may include but shall not be limited to construction of roads, utilities, common areas, amenities and similar improvements for the benefit of the Property, improvements on any other Unit, any construction being performed by government or utilities, and construction in connection with neighboring developments.

## 5. Alterations.

(a) If a builder or Owner is making alterations after initial construction and the recording of a Certificate of Approval or Notice of Compliance as described herein, the alteration must be made according to the plans and specifications for the alteration as approved by the ARB prior to the commencement of any construction or alteration.

(b) Should the alteration not be completed in a timely manner, the ARB shall have the same rights as set forth in the initial construction, including, but not limited to, filing a Claim of Lien and/or a "Notice of Non-Compliance."

(c) Once the ARB has determined the alterations have been made in accordance with the plans and specifications after the ARB issued the "Notice of Non-Compliance," the ARB will issue a "Certificate of Approval" and make reference to the "Notice of Non-Compliance." If no "Notice of Non-Compliance" has been issued, no Certificate of Approval is necessary.

6. Repair.

(a) Should the ARB determine any Unit or building is in need of repair, the ARB shall give specific notice of said need for repair to the Owner of the Unit or building.

(b) Should repair not be commenced and continued to completion in a timely manner, the ARB shall have the right to complete the repair requested at the expense of Owner, subject, however, to the following provisions: Prior to commencement of any work on a Unit or building improvement thereon, the Association, the ARB or the Developer must furnish prior written notice to the Owner, at the last address listed in the records of the Association for the Owner, and at any other last known address notifying the Owner to complete the repairs within a reasonable time as determined by the ARB. The ARB will provide the Owner notice of what the ARB determines to be a reasonable time to complete the repair. If the work is not completed by the Owner, the ARB shall have the right to enter in or upon any such Unit or to hire personnel to do so to complete the construction as approved by the ARB. The cost of such work, including labor and materials, shall be assessed against the Owner by the Association, the ARB or the Developer when such work is performed, and the Association, the ARB or the Developer shall record a Claim of Lien against the Unit for the work performed. The rights of the Association shall include the right to impose a lien against the subject Unit and foreclosure thereon, and their right to collect said charge as a personal obligation of the Owner. Should the ARB, the Developer or the Board of Directors of the Association be required to enforce the provisions hereby by legal action, the reasonable attorneys' fees and collection costs incurred (including the ARB's and the Association's administrative costs) 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 Owner, and secured by the Claim of Lien. The ARB, the Developer and the Board of Directors of the Association or their agents or employees, shall not be liable to any Owner or builder for any damages or injury to the Property or person of the Owner by actions taken relating to this Declaration.

7. Powers.

(a) All decisions of the ARB shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that any improvements or alterations are not consistent with the planned development of the Condominium or contiguous lands thereto, then the ARB shall have complete discretion to disapprove the plans for an improvement or alteration and prevent construction, by injunction or any other legal remedy.

(b) The ARB shall have the power to set or modify reasonable fees for building approvals and review of applications. Owners deciding to submit plans for modifying any building on the Property shall pay a fee not exceeding one-half the fee for initial building. All funds paid to the ARB for plan reviews, less actual expenses incurred by the ARB shall be delivered to the Association and no accounting is required to be given to the Association.

8. Plan Review Fees. The ARB may utilize the services of any architects, landscape architects and engineers as it deems reasonably necessary or desirable to assist it in evaluating the site plan and construction plans and specifications submitted to it for approval. Each Owner submitting a site plan and construction plans and specifications for approval agrees, by the submission thereof, to pay to the ARB an architectural review fee equal to one hundred and three percent (103%) of the fees and expenses reasonably incurred by it for the services of such architects, landscape architects and engineers within ten (10) days after receipt of notice of the amount thereof and, if not so paid, such amount, together with interest thereon at the highest allowable rate permitted to be charged under Florida law, shall be a lien against the Unit.

9. Term of Approval. If the ARB approves the site plan and construction plans and specifications submitted to it for approval, that approval shall be effective for a period of one hundred eighty (180) days from the date of approval and, if construction of Improvements in accordance with the approved site plan and construction plans and specifications is not commenced within that period, the; approval shall expire, and no construction of Improvements shall thereafter commence until the Owner resubmits a site plan and construction plans and specifications for approval and receives approval thereof as required above.

10. Approval of All Improvements and Alterations. The obligation to obtain the ARB's approval for Improvements or alterations on a Unit shall apply to all construction, installation, excavation, demolition, and erection or any other activity that may change the configuration or appearance, permanently or temporarily, of a Unit or of improvements thereon. Without limiting the generality



of the foregoing, approval of the ARB must be obtained for installation of buildings, accessory buildings, a fence or wall, signs and landscaping or ornamental structures.

11. ARB's Discretion. The plan review process prescribed above is intended to ensure aesthetic beauty and harmony, and efficient and compatible use of sites throughout the Property. Therefore, the ARB or its designee shall have the right to disapprove any plans submitted to it even for aesthetic reasons. The ARB shall also have authority to prepare rules and guidelines that plans must follow to qualify for the ARB's approval. Opinions and discussions rendered by the ARB or its designee relating to plans and specifications are binding on all persons. The ARB may charge Unit Owners a fee for review of plans and specifications.

12. Indemnification for Approvals. Each Owner shall indemnify, defend and hold the ARB harmless from all claims (which shall include all court costs and all reasonable attorneys' fees incurred, whether incurred out of court, in a trial court, on appeal or in bankruptcy proceedings) for injury (of whatever nature) to any person or property arising in connection with the approval or disapproval by the ARB of the site plan and construction plans and specifications submitted to it by the Owner of that Unit for approval, by any other approval or consent given by the ARB, and with design, construction, or structural soundness of any Improvements on a Unit.

13. Surface Water Management.

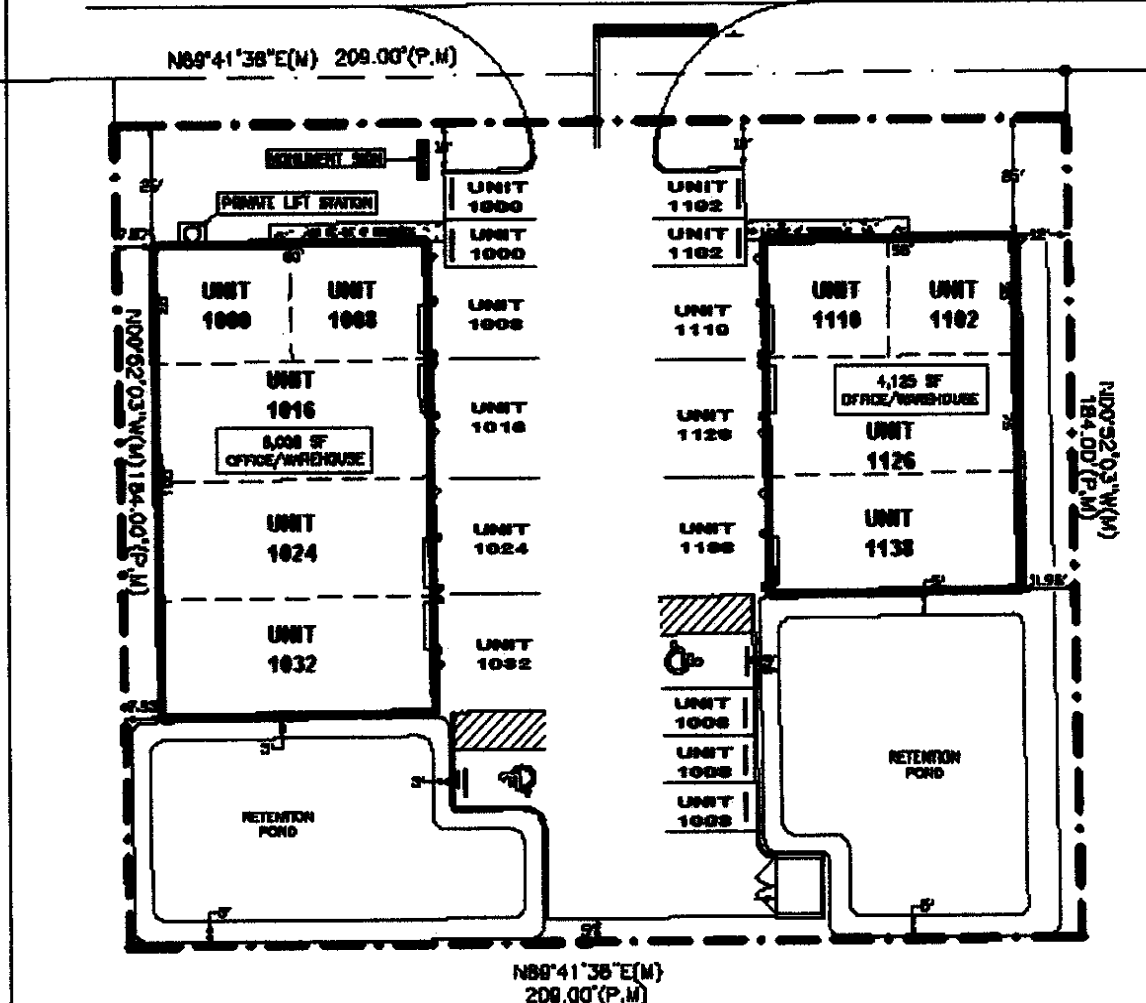
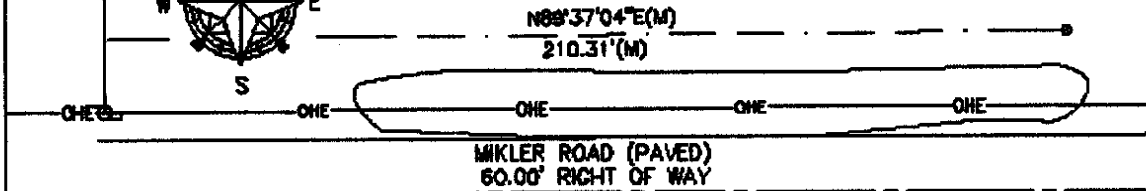
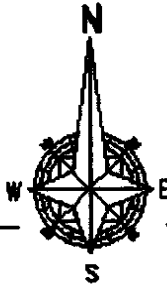
(a) Surface Water Management. The owner of a Unit shall provide and maintain adequate stormwater detention/retention systems on-Unit as the ARB may require in compliance with all applicable laws and all rules and regulations of applicable governmental and regulatory authorities. These systems shall be placed, installed or constructed in accordance with the approved site plan and construction plans and specifications required elsewhere in this Declaration and with the Planning Criteria. Such systems shall be designed and maintained so that the rate of stormwater discharge released and flowing from a Unit shall not exceed the maximum rate allowed by Seminole County and all other governmental and regulatory authorities which may have jurisdiction thereof. Stormwater systems shall be designed so as not to detract from the appearance of the Unit on which they are located, and shall be designed so as not to require fencing, and there shall be no fencing of such systems. No modification of or change in stormwater systems shall be made without the prior written approval of the ARB and of any applicable regulatory authority. No application for amendment of the stormwater management plan prepared for development of the Property shall be submitted without the prior written approval of the ARB. Each Owner shall maintain the stormwater facilities within his Unit in good repair, in properly functioning condition, and in a wholesome and attractive condition. Each Owner shall take the

necessary measures to ensure that stormwater facilities on his Unit do not become infested with insects, snakes, or wildlife or overgrown with plants or weeds.

(b) Drainage and Grading. No drainage and water conservation easements shown on Plat or otherwise within the public records shall be disturbed or modified. No drainage ditches, cuts, swales, streams, impoundments, ponds, or lakes; no mounds, knobs, dams, or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified. Special attention shall be given to proper site surface drainage, so that surface waters will not interfere with surrounding Units and natural drainage flows. No Owner shall change the elevation of his Lot in a manner causing surface water above natural amounts to drain upon adjacent property. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand.

**K**

# PARKING ASSIGNMENTS



**MAPLE LEAF COMMERCE CENTER**  
**2582 & 2585 MIKLER ROAD**

LEGIBILITY UNSATISFACTORY FOR SCANNING

**RAY VALDES**

SEMINOLE COUNTY TAX COLLECTOR \*\* DUPLICATE \*\*

2007 REAL ESTATE

TAX BILL 159622  
 NUMBER 05/30/2008  
 TAX CERTIFICATE SALE  
**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

PROPERTY I.D. NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
29-21-31-501-0000-001A		175,110	0	175,110	01

Paid By:  
 PROCESSED ON THE REMITTANCE PROCESSOR

LEG LOT 1 W OF S A L RY  
 JAMESTOWN  
 PB 9 PG 71  
 PAD: 2582 MIKLER & 2588 RD

AFTER MAY 15, CERTIFIED FUNDS ONLY

PLEASE PAY IN U.S. FUNDS TO RAY VALDES TAX COLLECTOR • P.O. BOX 630, SANFORD, FL 32772-0630

PAY ONLY ONE AMOUNT	NOV 30	DEC 31	JAN 31	FEB 29	MAR 31
	2,482.65	2,508.51	2,534.37	2,560.23	2,586.09

RAY VALDES H-11/05/07-P-004595 PAID \$2482.65 CHECK

<< DUPLICATE RECEIPT >>

1 of 1

Assessed to:  
 INDRUNAS ENTERPRISES LLC  
 1603 WOOD DUCK DR  
 WINTER SPRINGS FL 32708

LEGIBILITY UNSATISFACTORY  
 FOR SCANNING