

530
EAST
CENTRAL

A CONDOMINIUM

Florida Paid THOMAS H. LOCKER,
Rec Fee \$ 678.00 Orange County
Doc Tax \$ Comptroller
Int Tax \$ By *Locker*
Total \$ 678.00 Deputy Clerk

2524519 ORANGE CO. FL.
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DECLARATION OF CONDOMINIUM

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530 EAST CENTRAL, A CONDOMINIUM

Return to: Phyllis A. Hood
HOLLAND & KNIGHT
P. O. Box 1526
Orlando, Florida 32802

Florida
Rec Fee \$ 678.00
Doc Tax \$ —
Int Tax \$ —
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m to: Phyllis A. Hood
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EXHIBITS TO DECLARATION

1. Legal Description
2. Plot Plan and Survey (Recorded in Condominium Exhibit Book 13, pages
1 thru 23)
3. Articles of Incorporation
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DECLARATION OF CONDOMINIUM

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530 EAST CENTRAL, A CONDOMINIUM

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION and SUN BANK, N.A., as co-trustees, d/b/a/ 530 East Central, ("Developer"), being the owner of the fee simple title to the property described in Exhibit "1" attached hereto, for itself, its successors, grantees and assigns, hereby submits said property, improvements thereon and appurtenances thereto to condominium ownership pursuant to Chapter 71A of the Florida Statutes ("Condominium Act"), as enacted upon date of recordation hereof.

All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws of the Association hereinafter defined. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements as defined herein.

1. DEFINITIONS.

As used in this Declaration, in the Articles of Incorporation and in the By-Laws attached hereto, and in all amendments thereto, unless the context requires otherwise:

A. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

B. "Association" or "Corporation" means 530 East Central Condominium Association, Inc., the nonprofit Florida corporation responsible for the operation of the Condominium.

C. "Board of Administration" means the board of directors or other representative body responsible for the administration of the Association.

D. "Articles" and "By-Laws" means the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.

E. "Common Elements" means that portion of the Condominium Property not included in the Units.

F. "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property, other expenses declared by the Association or this Declaration to be Common Expenses and any other valid expenses or debts of the condominium as a whole or the Association which are assessed against the Unit Owners.

G. "Common Surplus" means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.

H. "Condominium Building" means the structure which comprises that part of the Condominium Property within which the Units are located.

I. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

J. "Condominium Property" means and includes all lands that are subjected hereunder to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

K. "Declaration" or "Declaration of Condominium" means this instrument as it may from time to time be amended.

L. "Developer" means Fidelity Federal Savings & Loan Association and Sun Bank, N.A., as co-trustees, d/b/a/ 530 East Central, and its successors and assigns.

M. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

N. "Mortgagee" means a bank, the Developer, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, or agency of the United States Government, which owns or holds a mortgage encumbering a Condominium Parcel. "Mortgagee" also includes Federal National Mortgage Association and Federal Home Loan Mortgage Corporation.

O. "Operation" or "Operation of the Condominium" means and includes the operation, administration and management of the Condominium Property.

P. "Unit" or "Apartment" means a part of the Condominium Property which is to be subject to private ownership, as desig-

nated in this Declaration, which shall consist of land and/or improvements.

Q. "Unit Owner", "Apartment Owner", or "Owner of a Unit" means the owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of Orange County, Florida, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

R. "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and as used in this Declaration. the Articles and the By-Laws shall include, but not be limited to, electric power, gas, hot and cold water, trash and sewage disposal.

S. "The Condominium" or "this Condominium" means 530 East Central, a Condominium.

2. CONDOMINIUM NAME, CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT.

A. The name of this Condominium is 530 EAST CENTRAL, A CONDOMINIUM.

B. There shall pass with each Unit as appurtenances thereto:

- (1) An undivided share in the Common Elements.
- (2) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
- (3) An undivided share in the Common Surplus.
- (4) Membership of the Unit Owner in the Association.
- (5) The use of such parking space or spaces as may be assigned for the Unit Owner's exclusive use. Units 1901, 1902 and 1903 will be allocated two parking spaces each.
- (6) The use of such storage locker or lockers, if any, as may be assigned for the Unit Owner's exclusive use.

C. Each Unit Owner is entitled to the exclusive possession of his Unit subject to the provisions of this Declaration. Each

Unit Owner shall be entitled to the use of the Common Elements, in accordance with the provisions of this Declaration and the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created.

D. Each Unit is identified by a specific numerical designation as set forth in Exhibit "2" attached hereto. In horizontal dimension, each Unit consists of the area bounded by the unfinished interior surfaces of the perimeter walls of each such Unit. In vertical dimension, each Unit consists of the space between the top of the unfinished concrete floor and the bottom of the unfinished ceiling of each such unit. Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other utility lines running through his Unit which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper.

E. Each Unit Owner shall own and be responsible for the maintenance, repair and replacement of all components for the individual air conditioning unit which services his Unit.

F. "Time share estates" may not be created in any Unit by any person or entity. As used herein, "time share estates" includes any arrangement, plan, scheme or similar device, whether by membership agreement, tenancy in common, interval ownership, sale, lease, deed, rental agreement, license or right-to-use agreement, whereby an owner of the time share estate receives a right to the use of a Unit and the Common Elements for a period of not less than seven (7) days during any given year and which extends for a period of more than three (3) years.

G. Subject to the provisions of Article 20 of this Declaration, Units shall only be used as single-family residences by the Owners thereof, their family members and guests in accordance with rules and regulations of the Association.

3. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

A. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

B. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

C. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie.

4. COMMON ELEMENTS.

A. Common Elements include the following:

(1) The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.

(2) Any portion of the Condominium Property which is not included within the Units.

(3) Easements through Units for conduit ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to Units and the Common Elements.

(4) An easement of support which is hereby created in every portion of a Unit which contributes to the support of the Condominium Building.

(5) The property and installations required for the furnishing of Utility Services and other services to more than one Unit, the Common Elements or a Unit other than the Unit containing the installation.

B. The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit is as follows:

(1) Each one bedroom unit	.7450%
(2) Each two bedroom unit	1.1144%
(except 1901, 1902 and 1903)	
(3) 1901	2.1228%
(4) 1902	1.7868%
(5) 1903	2.4560%

5. LIMITED COMMON ELEMENTS.

A. There may be Limited Common Elements appurtenant to Units in this Condominium, as reflected by the plot plan and survey attached as Exhibit "2" hereto, which shall include, but not be limited to, patios, balconies, parking spaces, and storage lockers which are specifically designated and delineated. These Limited Common Elements are reserved for the use of the Units to which they are appurtenant or assigned by the Association to the exclusion of other Units, and there shall pass with a Unit as an appurtenance thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned, unless mutually cancelled or changed by a written agreement between the

Association and Unit Owner. The Association may charge a monthly fee for each additional parking space assigned a Unit to help defray common expenses.

B. Any expenses of maintenance, repair or replacement of Limited Common Elements shall be treated and paid for as a part of the Common Expenses (except that any maintenance, repairs or replacements caused by an individual Unit Owner shall be assessed against the individual Unit Owner). Parking spaces, storage lockers, if any, and exterior surfaces of patios and balconies, not including any enclosure constructed thereon by a Unit Owner, shall be treated as Common Elements for this purpose.

6. DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

A. The legal description of the land hereby submitted to condominium ownership is set forth in Exhibit "1" attached hereto and made a part hereof.

B. Exhibit "2" attached hereto and made a part hereof is a survey of said land, a graphic description of the improvements in which Units are located, and a plot plan thereof.

C. The identification, location and dimensions of each Unit and the Common Elements appear on Exhibit "2". Together with this Declaration, Exhibit "2" includes sufficient detail to identify the Common Elements and each Unit and provides accurate representations of their locations and dimensions.

7. AMENDMENT TO PLANS.

A. Developer reserves the right to change the interior design and arrangements of all Units, to alter the boundaries between the Units and to combine two or more Units to form a single Unit so long as any Unit so altered has not been conveyed by the Developer to a Unit Owner.

B. The Amendment of this Declaration reflecting such authorized alteration of plans by Developer need be signed and acknowledged by the Developer, and must be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for other amendments.

8. AMENDMENT OF DECLARATION.

A. This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of more than fifty percent (50%) of the Units. All amendments shall be evidenced by a certificate executed as required by the Condominium Act and recorded

among the Public Records of Orange County, Florida, provided, however, that except as otherwise provided in this Declaration:

(1) No amendment shall change the configuration or the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of such amendment.

(2) No amendment shall be passed which shall impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee.

(3) No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

(4) Any amendment which would affect the surface water management system, including water management portions of the Common Elements, shall not be passed without the prior written approval of the St. Johns Water Management District, if required.

B. The Developer reserves the right to amend the Declaration and any Exhibits hereto, which right shall continue for such period of time as the Developer shall be in control of the Association; provided, however, that no such amendment by the Developer shall impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee. Such amendment need be executed and acknowledged by the Developer and must be approved by the Association, Unit Owners, lienors or Mortgagees.

C. Invalidation of any part of this Declaration, any provision contained in any plat of the Condominium Property or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof which shall remain in full force and effect.

9. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

A. The operation of the Condominium shall be vested in the Association. The Association has been organized as a nonprofit Florida corporation and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit "3".

B. No Unit Owner, except an officer or director of the Association, shall have any authority to act for the Association.

C. All Unit Owners shall automatically be members of the Association, and a Unit Owner's membership shall terminate when he no longer owns his Unit.

D. Unit Owners shall be entitled to one vote per unit. Multiple owners of a Unit shall collectively be entitled to one vote for said Unit in accordance with voting privileges set forth in the Articles and By-Laws. There shall be no cumulative voting.

E. The powers and duties of the Association shall include those set forth in the Articles, the By-Laws, the Condominium Act, and this Declaration and shall include, but not be limited to, the following:

(1) The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom or another Unit or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

(2) The power to levy and collect Assessments from unit owners and to lease, maintain, repair and replace the Common Elements.

(3) The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

(4) The power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium Property. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain, preserve, repair and replace the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, by his acceptance of the deed to his Unit, shall bind himself, his heirs, personal representatives, successors and assigns to any management contract, to the same extent and effect as if he had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract.

(5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property,

and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations; provided, however, that no rule or regulation shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

(6) The power to purchase units in the Condominium and to acquire, hold, lease, mortgage and convey the same.

(7) The power to obtain and maintain adequate insurance to protect the Association and the Common Elements.

F. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon or terminate the Condominium;

(2) Change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;

(3) Partition or subdivide any Unit;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause.);

(5) Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion.

10. BY-LAWS.

The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "4". No modification of or amendment to these By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. No amendment to said By-Laws shall

be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.

11. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

A. The maintenance of the Common Elements shall be the responsibility of the Association.

B. There shall be no material alteration or substantial addition to the Common Elements or Limited Common Elements except in the manner provided herein.

C. No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easement.

D. No fence, wall, gate or other structure may be erected, installed, maintained or removed on the Condominium Property until the design, construction, specifications and a plan showing the location of the structure have been approved in writing by the Board of Administration (or an architectural review committee appointed by it) as to quality, design and materials, in harmony with existing structures, and as to location with respect to topography and finished grade elevation. Such approval of the Board of Administration (or its designee) shall not be required in the event that the Board of Administration (or its designee) fails to give such approval within thirty (30) days after receipt of a written request for same. In no event will such approval be unreasonably withheld nor will any charge be made therefor. Nothing contained in this paragraph shall be construed to lessen the obligation of any Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. The provisions of this paragraph shall not apply to the Declarant.

12. COMMON EXPENSES AND COMMON SURPLUS.

A. Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by the Condominium Act, this Declaration or the By-Laws.

B. Common Expenses shall be assessed against Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.

C. Common Surplus, if any, shall be owned by Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.

13. ASSESSMENTS: LIABILITY, LIENS, PRIORITY, INTEREST AND COLLECTIONS.

A. The Association, through its Board of Administration, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums. The annual Assessment shall initially be payable in advance, quarterly, on the first day of each such month; however, the Board of Administration shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy special assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer. The Board of Administration of the Association may, but shall not be required to, include sums to establish reasonable reserves against future contingencies in each annual Assessment.

B. A Unit Owner, regardless of the manner in which he acquired title to his unit including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments while he is the owner of a Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made.

C. Assessments and installments thereof not paid when due shall bear interest from the due date until paid at the maximum rate allowed under Florida law.

D. The Association shall have a lien upon each Condominium Parcel to secure the personal obligation of each Unit Owner thereof for any unpaid Assessment and interest thereon. Such lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. The lien shall be evidenced by a claim recorded among the Public Records of Orange County, Florida, in the manner provided by the Condominium Act, and shall be effective from and as of the time of such recording, but such lien shall be subordinate to the lien of any Mortgagee. The Board of Administration may take such action as it deems necessary to col-

lect Assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Condominium Act.

E. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments which are the subject of said proceeding. The Association may bid in the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

F. If the holder of a mortgage of record or other purchaser of a Unit obtains title to the Condominium Parcel as a result of foreclosure of said first mortgage, or accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure, except for any portion thereof secured by a claim of lien for Assessments that was recorded prior to a recording of the foreclosed mortgage. Any such unpaid share of Common Expenses or Assessments shall be deemed to be a Common Expense, collectible from all Unit Owners, including such acquirer, his successors and assigns. A mortgagee or other purchaser acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

G. The Association, acting by and through its Board of Administration, shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim to the Developer or to any Unit Owner, group of Unit Owners or any third party.

H. Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees as set forth in the Condominium Act.

I. Except as provided in subparagraph F above and in this subparagraph, no Unit Owner other than the Developer as expressed below may be excused from the payment of his proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. In accordance with the provisions of section 718.116 of the Condominium Act, the

Developer shall be excused from the payment of annual assessments until such period of time as Developer shall cease to control the Association or until December 31, 1987, whichever event occurs last ("Guaranty Period") since, during the Guaranty Period, which shall begin with the recordation of the Declaration in the public records of Orange County, Florida, the Developer guarantees that annual assessments shall not increase over the amounts set forth in the Estimated Operating Budget of the Condominium during the 1986 calendar year nor shall 1987 calendar year annual assessments increase more than 6% over 1986 assessments [i.e., maximum 1987 assessments for (i) one bedroom unit: \$182; (ii) two bedroom unit (except 1901, 1902, and 1903): \$273; (iii) 1901: \$520, (iv) 1902: \$438; and (v) 1903: \$602]. During the Guaranty Period, the Developer shall contribute an amount of money to the Association sufficient to eliminate any deficit between assessments collectible from Owners and the actual expenses of the Association.

14. TERMINATION OF CONDOMINIUM.

A. If all Unit Owners and the holders of all liens and mortgages upon all of the Condominium Parcels execute and duly record an instrument terminating the Condominium Property, or if "major damage" occurs as defined hereinafter and subject to Article 23, subparagraph A(2)(b) below, the Condominium Property shall be removed from the provisions of the Condominium Act and thereafter owned in common by the Unit Owners. The undivided interest in the Property owned in common by each Unit Owner shall then be the percentage of the undivided interest previously owned by such Owner in the Common Elements, and any liens which encumbered any Condominium Parcel shall be transferred to said undivided interest of the Unit Owner in the Property.

B. If the Owners of at least 85% of the Common Elements elect to terminate, they shall have the option to buy the Units of the other Unit Owners for a period of sixty (60) days from the date of the meeting wherein the election to terminate was taken. The purchase price shall be the fair market value of the Units as of the date of said meeting as determined by arbitration under the rules of the American Arbitration Association. The price shall be paid in cash within thirty (30) days of the determination of the same.

15. EQUITABLE RELIEF.

In the event of "major damage" to or destruction of all or a substantial part of the Condominium Property and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of competent jurisdiction for equitable relief which may, but need not, include termination of the Condominium and partition.

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16. LIMITATION OF LIABILITY.

A. The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against him from time to time in accordance with the Condominium Act, this Declaration, the Articles and the By-Laws.

B. A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence.

C. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene and defend.

17. LIENS.

A. With the exception of liens which may result from the initial construction of this Condominium or provided for in this Article, no liens of any nature shall arise or be created subsequent to the recording of this Declaration against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

C. In the event a lien against two or more Condominium Parcels becomes effective, each owner thereof may release his Condominium Parcel from the lien by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record from such Condominium Parcel.

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18. REMEDIES FOR VIOLATION.

Each Unit Owner, his family, invitees and tenants, shall be governed by and conform to this Declaration, the Articles, the By-Laws and the rules and regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

19. EASEMENTS.

A. Owners of Units shall have, as an appurtenance to their Units, a perpetual easement for ingress and egress to and from their Units over and upon stairs, elevators, terraces, balconies, walks and other Common Elements intended for such purposes.

B. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

C. The Condominium Property shall be subject to such easements for utilities as may be determined by the Developer or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed

pursuant to this Article shall recite that it is made pursuant to this Article.

D. The Developer hereby reserves unto itself an easement over the Condominium Property exclusive of any Units not owned by it for any activity that Developer determines in its sole discretion to be necessary to consummate the sale, lease or rental of any Unit including, but not limited to, the right to maintain models, post signs, use employees in the models or permit use of the Common Elements for marketing purposes. Further, such activities are hereby expressly authorized and permitted.

E. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths and walks and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes. Such easements shall be for the use and benefit of the members of the Association, as well as the invitees of such members; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

20. SALE OR LEASE.

Until August 1, 1987, if a unit owner who purchased his unit prior to August 1, 1986, at the prerenovation or preconstruction prices, offers his Unit for sale, the Developer shall have the option to purchase the Unit upon the same terms and conditions as the Unit Owner purchased the Unit from the Developer. Prior to the sale or transfer of any Unit sold before August 1, 1986, to any person other than the transferor's spouse or member of his immediate family or wholly owned corporation, the Unit Owner shall notify the Developer in writing of the name and address of the person to whom the proposed sale or transfer is to be made, the terms and conditions thereof together with a copy of the agreement for such sale or transfer and such other information as may reasonably be required by the Developer. Failure to do so shall be deemed a breach hereof, and any sale or transfer in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser or transferee. If the proposed sale is bona fide and the Developer exercises its option with respect to same, the Developer shall, within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, deliver to the Unit Owner the deposit required under the terms of such agreement and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions of the Unit Owner's purchase of the Unit from Developer. The foregoing restriction on the sale of units shall not apply to any Mortgagee. Failure of the Developer to exercise the said option shall be stated in a certificate executed by the Developer, which shall be recorded in the Public

Records of Orange County, Florida, by and at the expense of the proposed purchaser or transferee. The Association has the right to require that a substantially uniform form of lease be used for the leasing Units. No lease shall be for a period of less than twelve (12) months, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Subleases of Units are prohibited. Units shall not be leased more than once in any twelve (12) month period. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. The Association must either approve or disapprove a lease within ten (10) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Association fails to give the Unit Owner written notice of its approval or disapproval of the proposed lease, the proposed lease shall be deemed approved. The provisions of this subparagraph shall not be applicable to the Developer. Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Developer shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units owned by the Developer or such person, as the case may be, for any period and under any terms to any lessees, purchasers or transferees without the consent of any person including the Association being required. The provisions of this paragraph may not be amended without consent of the Developer.

21. ENFORCEMENT OF MAINTENANCE.

In the event that a Unit Owner fails to maintain his Unit as required herein or otherwise violates the provisions hereof, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, to collect such Assessment and have a lien for same as is otherwise provided herein. The Association shall have the right, before or after any such Assessment, to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions. Unit Owners may also be individually assessed for any damage to the Common Elements or Limited Common Elements which may be caused by such Owners, their family, lessees or guests.

22. INSURANCE.

A. Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an "A+10" rating or better in an amount which shall be equal to the maximum

insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees. Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.

B. Coverage.

(1) Casualty. The building and improvements upon the Property described in Exhibit "1" attached hereto shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said value to be determined annually by the Board of Administration. Such coverage shall afford protection against:

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

(b) Such other risks as from time to time shall customarily be covered with respect to building similar in construction, location and use as the building described in this subparagraph B including, but not limited to, vandalism and malicious mischief.

(2) Public liability in such amounts and with such coverage as shall be required by the Board of Administration, including, but not limited to, hired automobile and nonowned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) Worker's compensation insurance meeting all the requirements of the laws of Florida.

(4) Directors and officers liability insurance, if available.

(5) Such other insurance as the Board of Administration shall determine from time to time to be desirable including without limitation such insurance as may be required by any agency of the United States government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses.

D. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Board of Administration. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

(1) Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Element appurtenant to his Unit.

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

(a) When the Condominium Building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) When the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(3) Mortgages. In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

(1) Expense of the Trustee. All expenses of the Insurance Trustee shall be paid first or provision made therefor.

(2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as

elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

(3) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittance to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

(4) Certificate. In making distributions to Unit Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to the names of the Unit Owners and their respective shares of the distribution.

F. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner, for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Unit Owner's Obligation. Each Unit Owner shall have the obligation to purchase public liability insurance to protect himself against claims due to accidents within his Unit, and casualty insurance on the contents within said Unit. In addition, he should review the coverage of the Association to determine any additional insurance that may be advisable for him to purchase.

23. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair. If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common Element. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(2) Condominium Building:

(a) Lesser damage. If the damaged improvement is the Condominium Building, and if Units to which 50% or more of

the Common Elements are appurtenant are found by the Board of Administration to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(b) Major damage. If the damaged improvement is the Condominium Building, and if Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Administration to be untenable, the damaged property shall neither be reconstructed nor repaired and the Condominium shall be terminated without agreement as elsewhere provided unless, within 60 days after the casualty, the owners of 85% of the Common Elements agree in writing to such reconstruction or repair.

(3) Certificate. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary in determining whether the damaged property is to be reconstructed or repaired.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property; or, if not, then in accordance with plans and specifications approved by the Board of Administration and, if the damaged property is the Condominium Building, by the owners of not less than 75% of the Common Elements, including the owners of all damaged Units whose approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those portions of a Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner(s), then the Unit Owner(s) shall be responsible for reconstruction and repair after casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

D. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners who own the damaged Units and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their Units, and Assessments on account

of damage to Common Elements shall be in proportion to the owners' share in the Common Elements.

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

(1) Association. If the total Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair which is the responsibility of the Association exceed \$5,000.00, the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association-Under \$5,000.00. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(b) Association-Over \$5,000.00. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is \$5,000.00 or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(c) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner and, if there is a Mortgagee endorsement as to such Unit, then to the Unit Owner and the Mortgagee jointly.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which represents Assessments paid by such owner into the construction fund shall not be made payable to any Mortgagee.

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the assessments paid Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable in the name of the designated payee and the amount to be paid; provided that when a Mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the Mortgagee as payee of any distribution or insurance proceeds to a Unit Owner; and, further provided that when the Association or a Mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

24. EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT.

The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by the City of Orlando, Orange County, Florida, or some other governmental agency having jurisdiction over this Condominium. To the extent that said documents require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

25. EMINENT DOMAIN OR CONDEMNATION PROCEEDING.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and shall be disbursed to Unit Owners and their Mortgagees as their interests appear of record. The Association shall give to each Mortgagee prompt written notice of any such eminent domain or condemnation proceedings.

26. MORTGAGEE'S NOTICES.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

A. Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage.

B. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage.

C. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owner's association.

D. Any proposed action that requires the consent of a specified percentage of mortgage holders.

27. GENERAL PROVISIONS.

A. If any provision of this Declaration, the Articles, the By-Laws or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the By-Laws, or the Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

B. If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:

(1) Assessment of the Developer as a Unit Owner for capital improvements, and

(2) Any action by the Association that would be detrimental to the Developer's sale of Units.

C. Notices to Unit Owners shall be sent by certified mail or certificate of mailing to their place of residence in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association and the Developer shall be delivered by certified mail to 101 East Main Street, Galesburg, Illinois 61401, with a copy to 530 East Central Boulevard, Orlando, Florida 32802. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the other party.

D. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner a fine not in excess of \$25.00 per day for each day that such Owner continues to violate any of the requirements of this Declaration after having been notified by the Association of such violation.

E. The remedy for violation provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal proceedings, upon a finding by a court in favor of the Association, the defendant Unit Owner shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action.

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

G. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

H. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon or terminate the Condominium;

(2) Change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or

charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;

(3) Partition or subdivide any Unit;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause.);

(5) Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion.

I. So long as the Developer owns one or more Units, the Association shall take no action which, in the Developer's opinion, would adversely affect the Developer's marketing program with respect to Units or other residential dwelling units.

J. The Developer shall have the exclusive right to assign all unassigned parking spaces, and shall be entitled to cancel any such assignment that it made in error so long as the Developer assigns an alternate parking space to the Owner whose assigned parking space was so cancelled.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this 12th day of May, 1986.

Signed, Sealed and Delivered
in the Presence of:

FIDELITY FEDERAL SAVINGS &
LOAN ASSOCIATION, CO-TRUSTEE

Pamela J. Adilla
Pamela J. Kern
Two witnesses

By: Donald W. Bower
as its Vice president

SUN BANK, N.A., CO-TRUSTEE

Mary Ann Kessler
C. Elia A. Lahan
Two witnesses

By: [Signature]
as its Vice president

STATE OF ILLINOIS

COUNTY OF KNOX

The foregoing instrument was acknowledged before me this 12th
day of May, 1986 by Donald V. Benson
as Sr. Vice president, on behalf of Fidelity Federal Savings & Loan
Association, as co-trustee.

Jon A. Murphy
Notary Public, State of Illinois
at Large

My Commission Expires:
My Commission Expires Dec. 8, 1987.

(NOTARY SEAL)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th
day of May, 1986 by John Pace
as Sr. Vice president, on behalf of Sun Bank, N.A. as co-trustee.

Colette A. Lahan
Notary Public, State of Florida
at Large

My Commission Expires:

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/88
COMMISSION NO. 123456789

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05/08/86

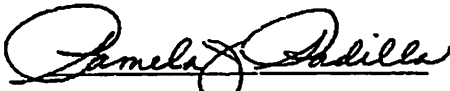
OR3787 PG2068

CONSENT OF MORTGAGEE

The undersigned owner and holder of a mortgage lien upon the premises described in the foregoing Declaration of Condominium, hereby consents to the submission of said lands to condominium ownership in accordance with the terms and provisions of the foregoing Declaration of Condominium of 530 EAST CENTRAL, A CONDOMINIUM.

Signed, sealed and delivered
in the presence of:

FIDELITY FEDERAL SAVINGS
AND LOAN ASSOCIATION


Pamela J. Kern

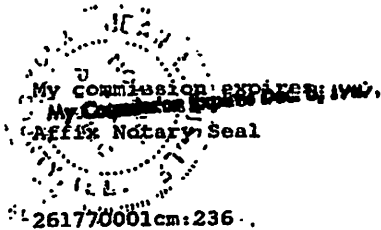
BY:

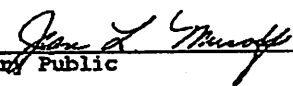

as its Sr. Vice President

STATE OF ILLINOIS

COUNTY OF KNOX

The foregoing instrument was acknowledged before me this
12th day of May, 1986, by Donald V. Benson as
Sr. Vice President, on behalf of Fidelity Federal Savings and Loan
Association.




Notary Public

OR3787 PG2069

LEGAL DESCRIPTION

530 East Central, A Condominium

Lot 1 and the East 61.94 feet of Lot 7,
"CHARLES TREMAIN'S SUBDIVISION" according to
the plat thereof as recorded in Plat Book "E",
page 20, public records of Orange County,
Florida.

Exhibit 1 to Declaration of Condominium

530 East Central, a Condominium

OR3787 PG2070

530 EAST CENTRAL
A CONDOMINIUM
CITY OF ORLANDO ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

Vol 1 and the last also last of Vol 2, "Charles
Freeman's Submissions", according to the Plat
thereof as recorded in Plat Book 2, Page 20,
of the Public Records of George County, Florida

SECRET **SECRET**

[illegible]

~~ALLEGEDLY BY THE FBI~~

- Characteristics of Strategic Stability
 - 1. No nuclear elements exist at the end of portions of the command and control system as the primary, sole and purposeful destruction of environments which are not viable any more.
 - 2. Limited Nuclear Elements (L.N.E.). These nuclear elements which are reserved for the use of the command and control system in the protection of other assets, as provided in the doctrine of Command and Control.

Handwritten musical notation for the piece "Lapins de l'air". It features a treble clef, a key signature of one flat (B-flat), and a 2/4 time signature. The melody is written on a five-line staff with various note values and rests.

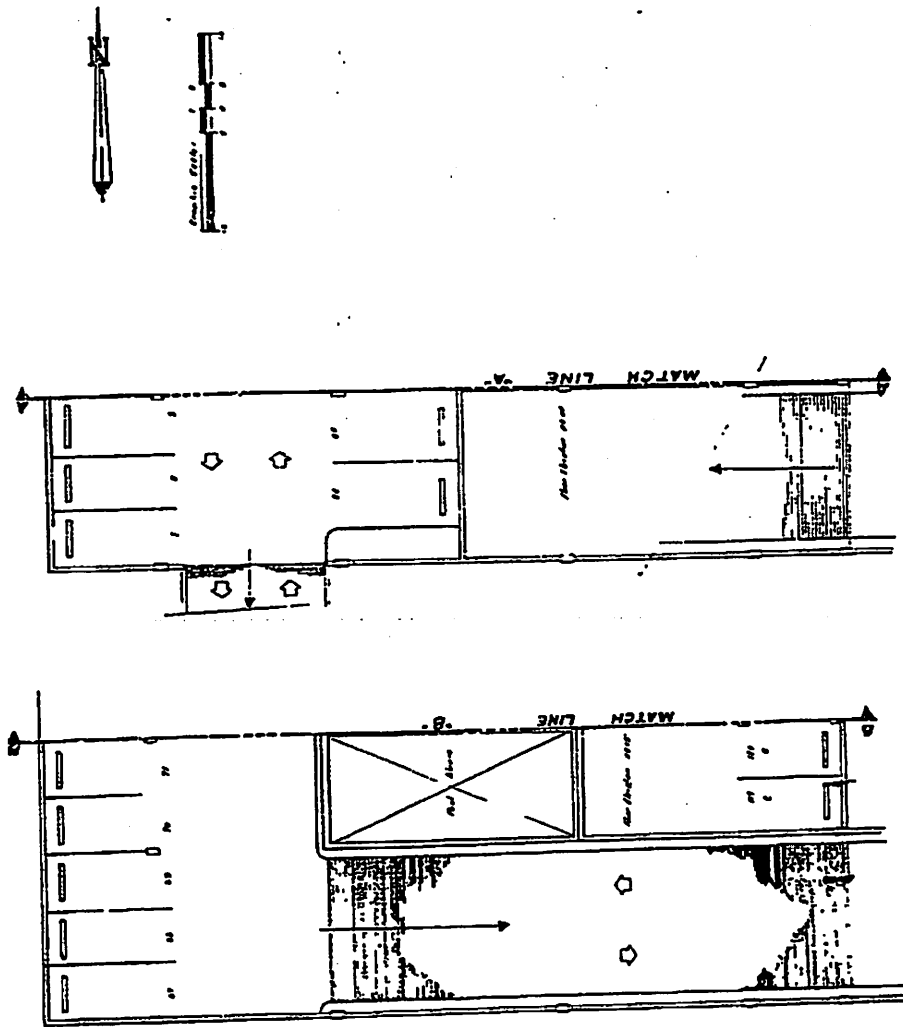
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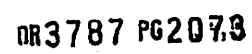
A hand-drawn map showing a street grid. The top horizontal street is labeled "ISLA DRIVE". The left vertical street is labeled "E. CENTRAL AVE.". The right vertical street is labeled "E. PAUL STREET". The bottom horizontal street is labeled "PINEDA AVE.". A small rectangular area is marked with a crosshair in the center of the grid, indicating the crime scene. Below the map, the text "VICINITY MAP" is written.

EXHIBIT 2 TO DECLARATION OF CONDOMINIUM
500 EAST CENTRAL, A CONDOMINIUM

OR 3787 PG 207.1

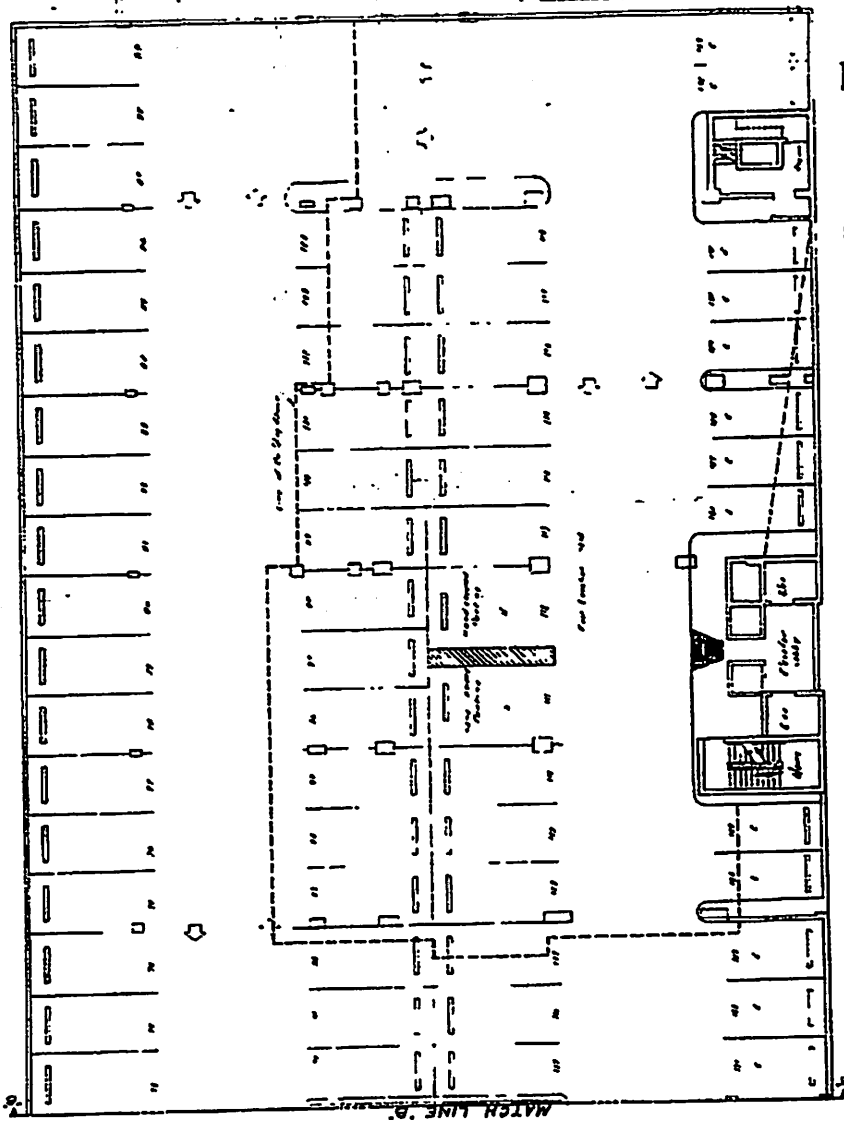


Match Sheet for Upper and Lower Binding



530 EAST CENTRAL
A CONDOMINIUM

CITY OF ORLANDO, ORANGE COUNTY, FLORIDA



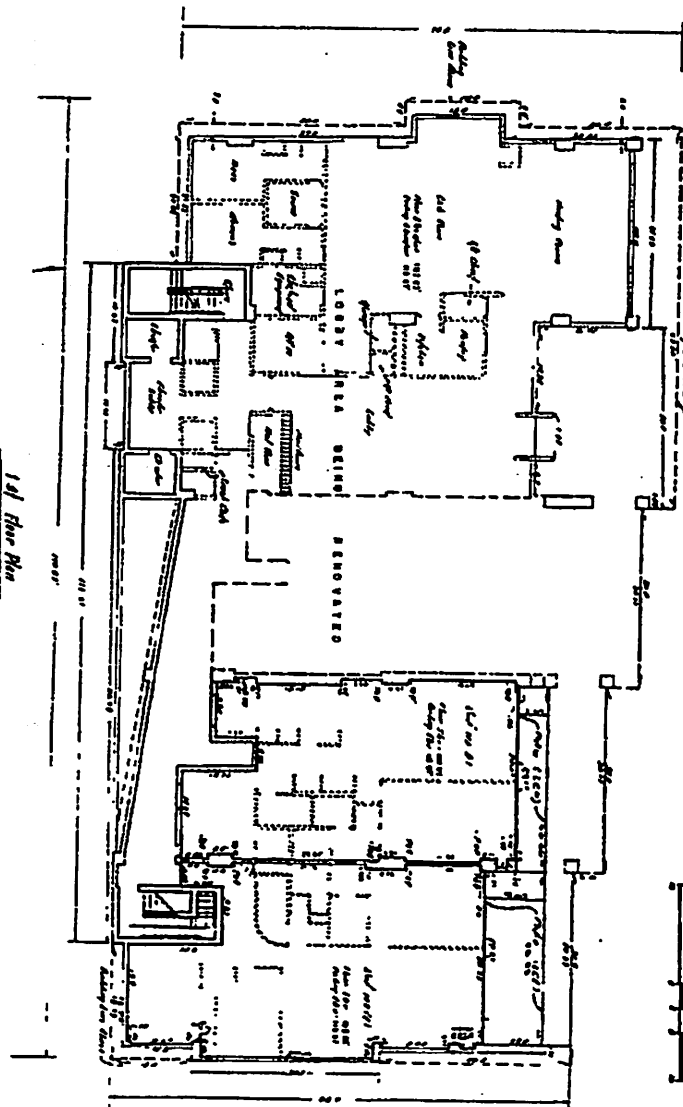
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DR3787 PG2075

530 EAST CENTRAL

A CONDOMINIUM
CITY OF DENVER, ANNEAL COUNTY, DENVER

Condominium Book
No.



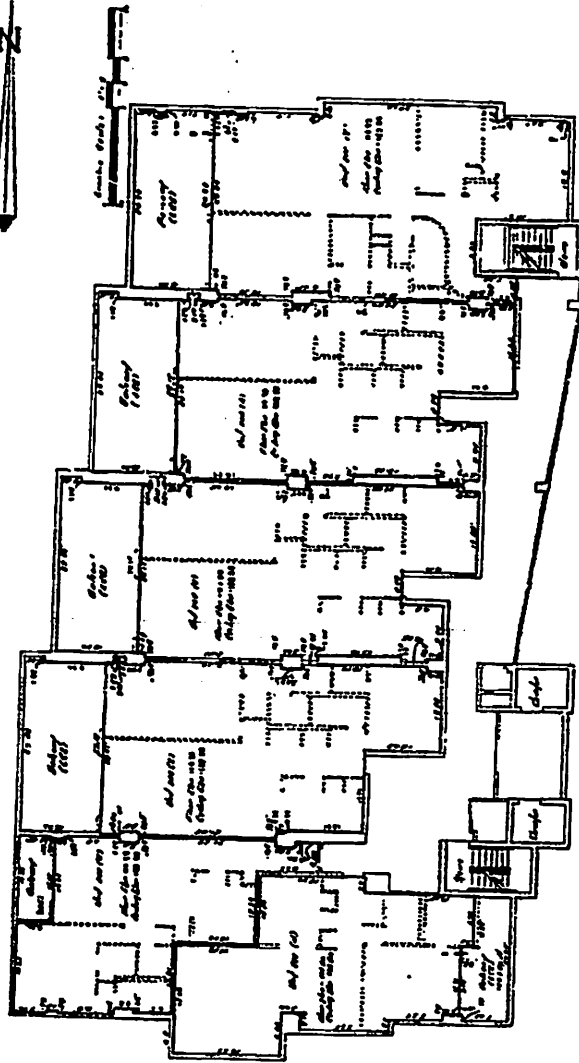
1st Floor Plan
Phase Level

OR3787 PG2076

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530 EAST CENTRAL
A CONDOMINIUM
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

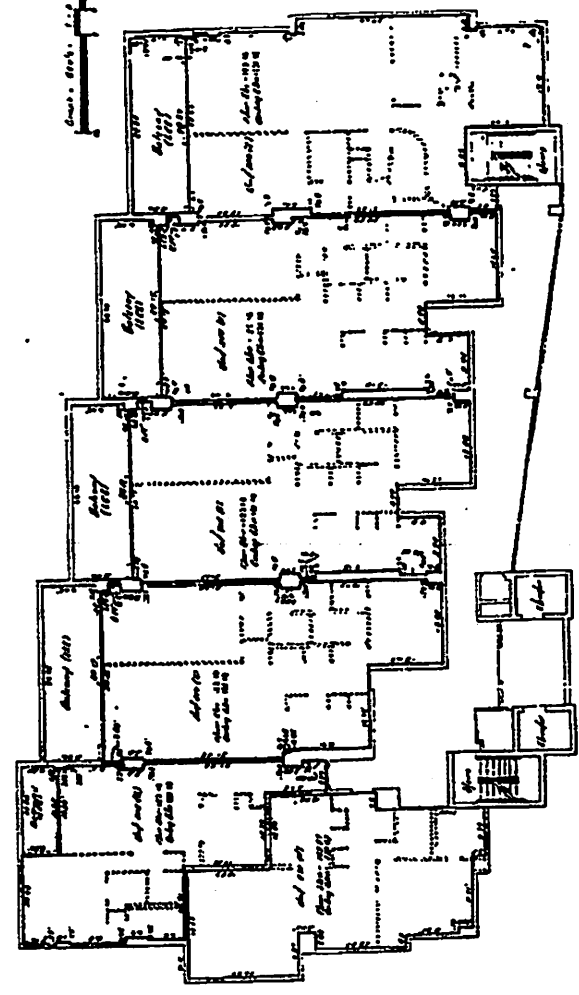
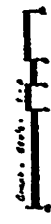
Condominium Unit
Floor



001 - Sample Room Only

2nd Floor Plan

530 EAST CENTRAL
A CONDOMINIUM
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA



3rd Floor Plan

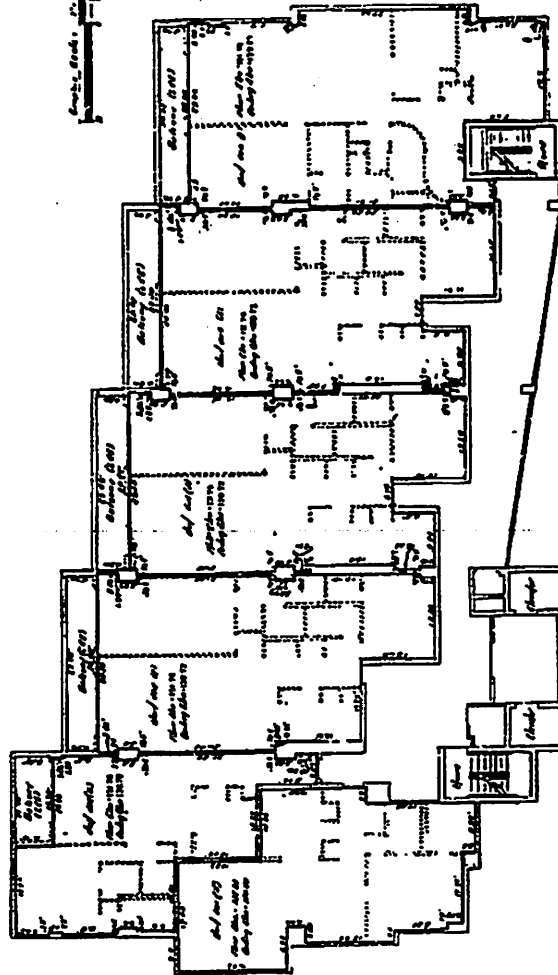
610 - 1/2 inch Common Drawing

Confidentiality Code	Page
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530 EAST CENTRAL

MINIMUM Y

CITY OF ORLANDO, ORANGE COUNTY, FLORIDA



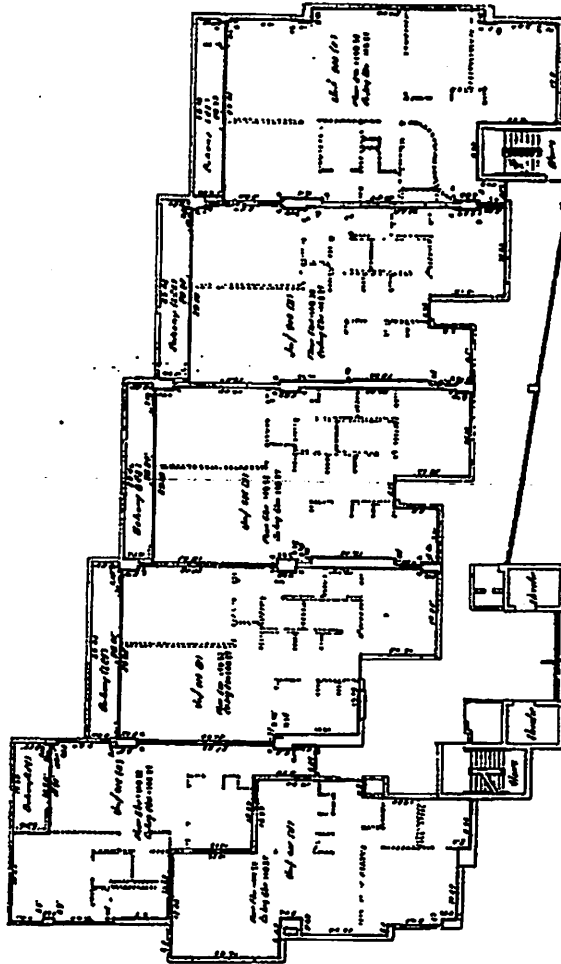
Mr. Carl Augustus Strand

4th Floor Plan

Condominium Unit
No. _____

530 EAST CENTRAL

A CONDOMINIUM
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

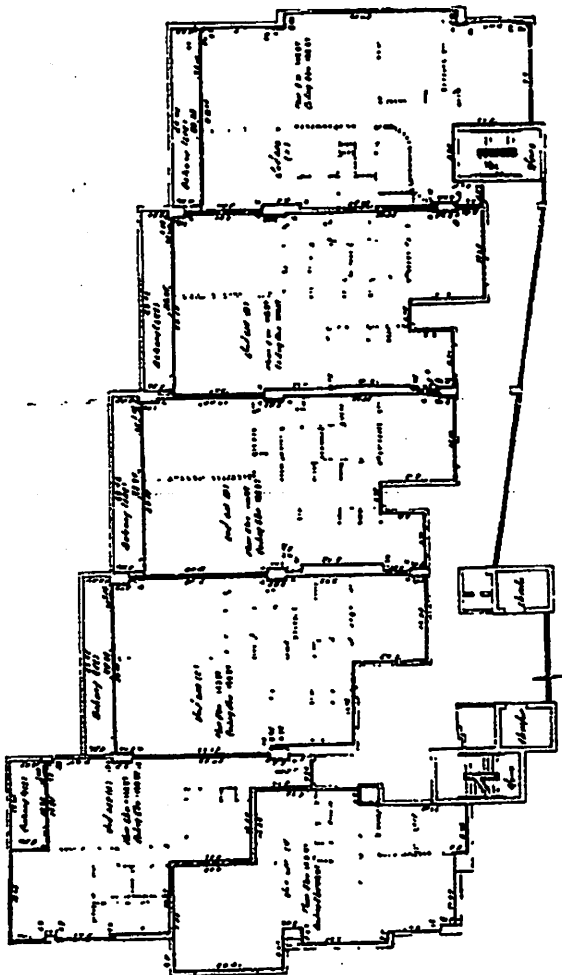


5th Floor Plan

OR3787 PG2080

Confidential
Page

530 EAST CENTRAL
A CONDOMINIUM
CITY OF OREGON, MARINE COUNTY, OREGON



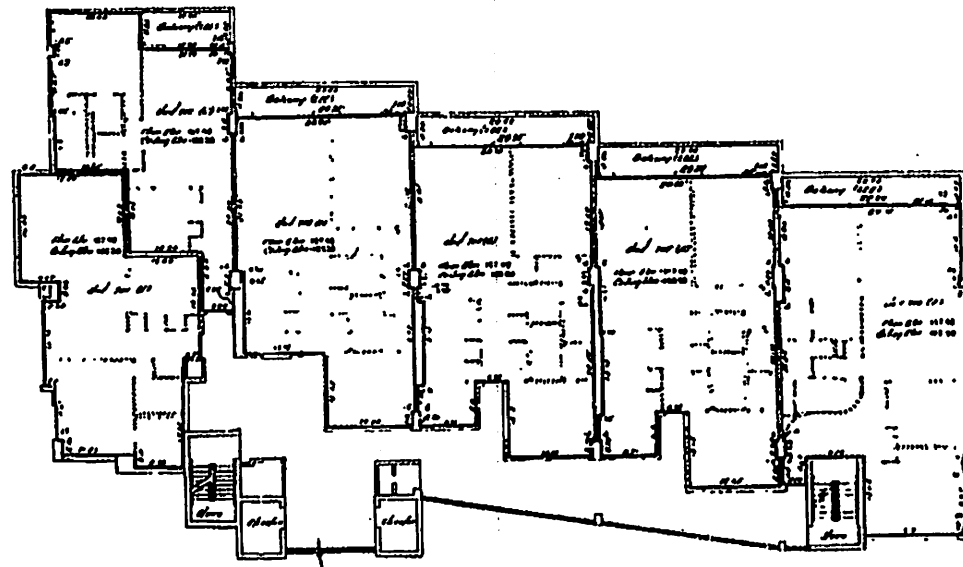
6th floor plan

OR3787 PG2081

530 EAST CENTRAL A CONDOMINIUM

CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

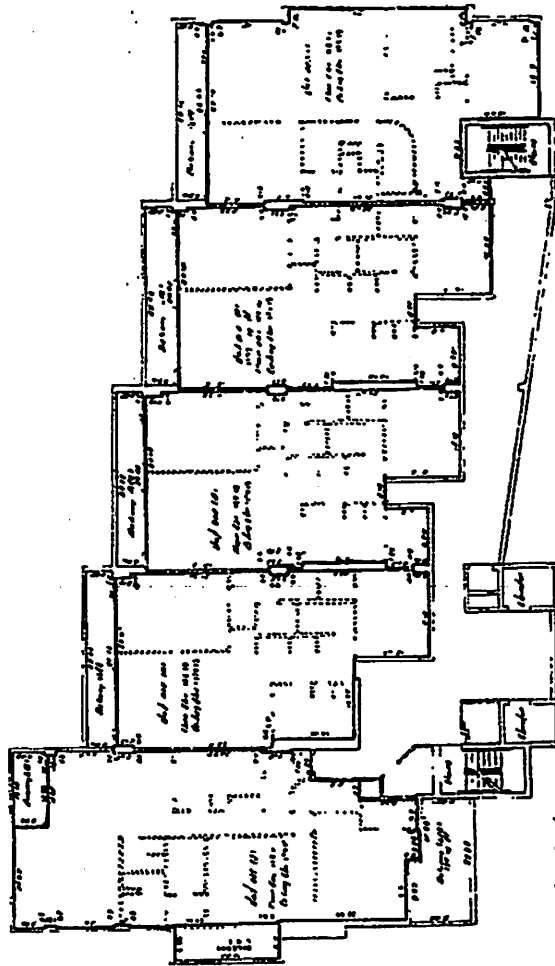
Condominium Book _____
Page _____



7th Floor Plan

OR 3787 PG 2082

530 EAST CENTRAL
A CONDOMINIUM
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA



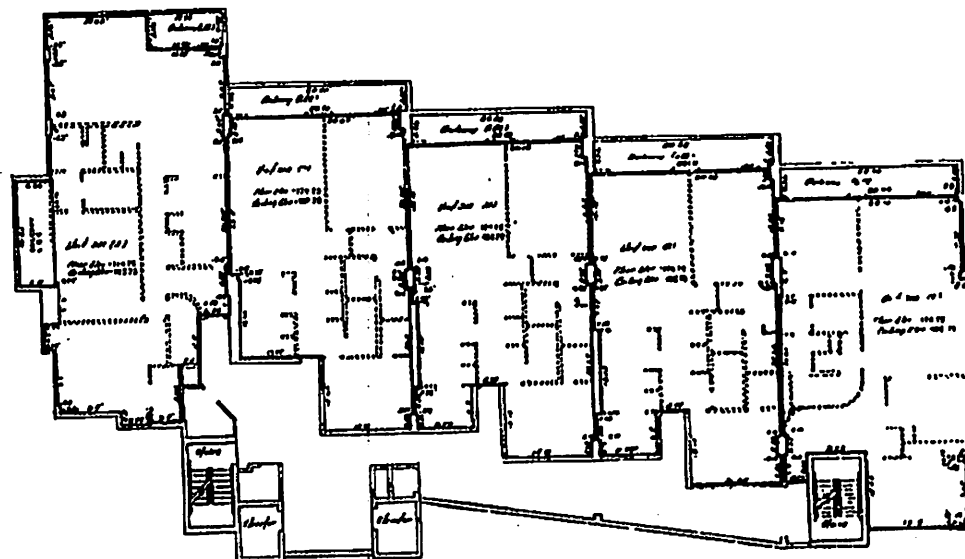
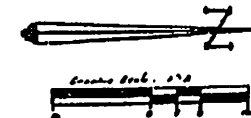
8th Floor

530 EAST CENTRAL

A CONDOMINIUM

CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

Condominium Book _____
Page _____



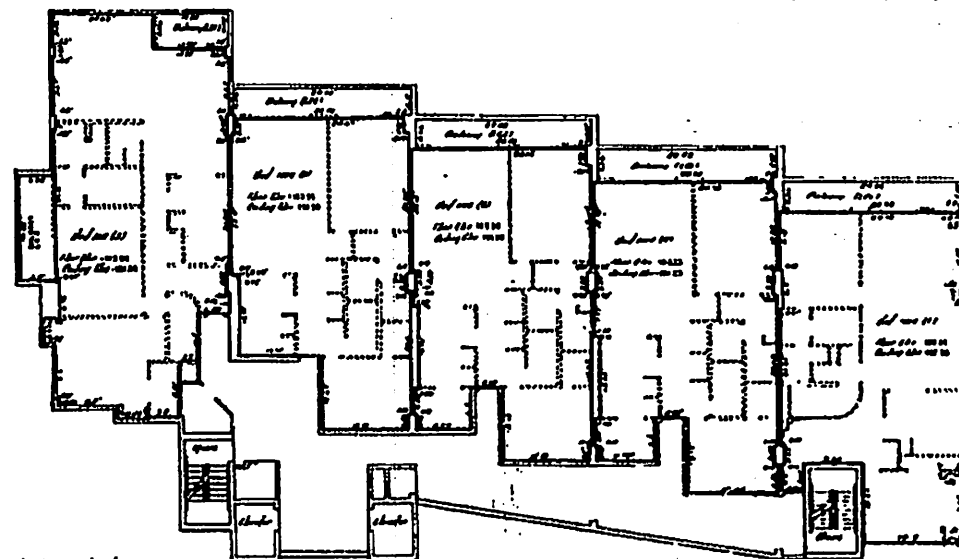
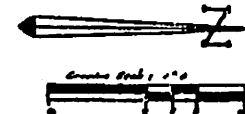
6.00 - Stained Concrete Material

9th Floor

OR3787 PG2084

530 EAST CENTRAL
A CONDOMINIUM
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

Condominium Book _____
Page _____

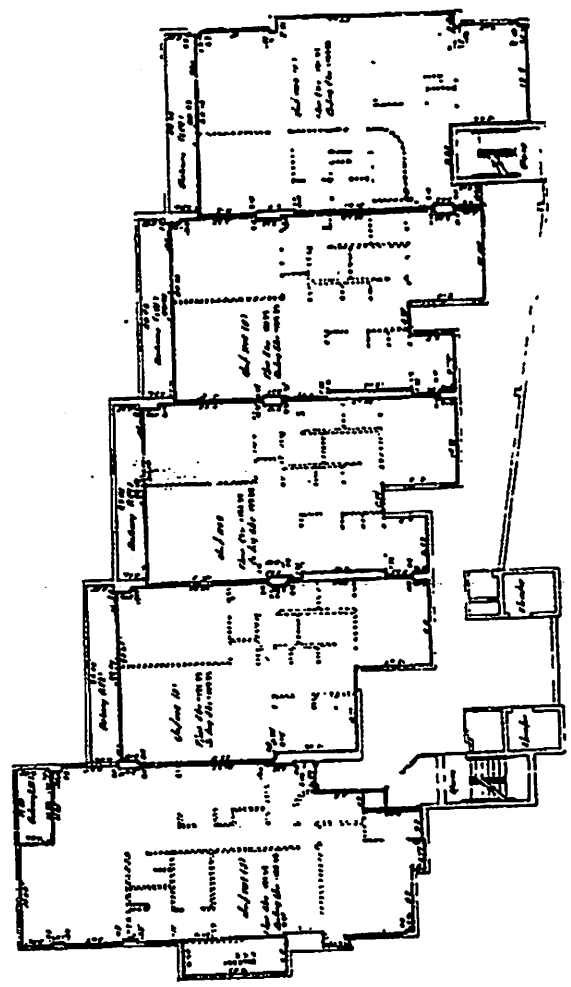


10th Floor

10th Floor

OR3787 Pg2085

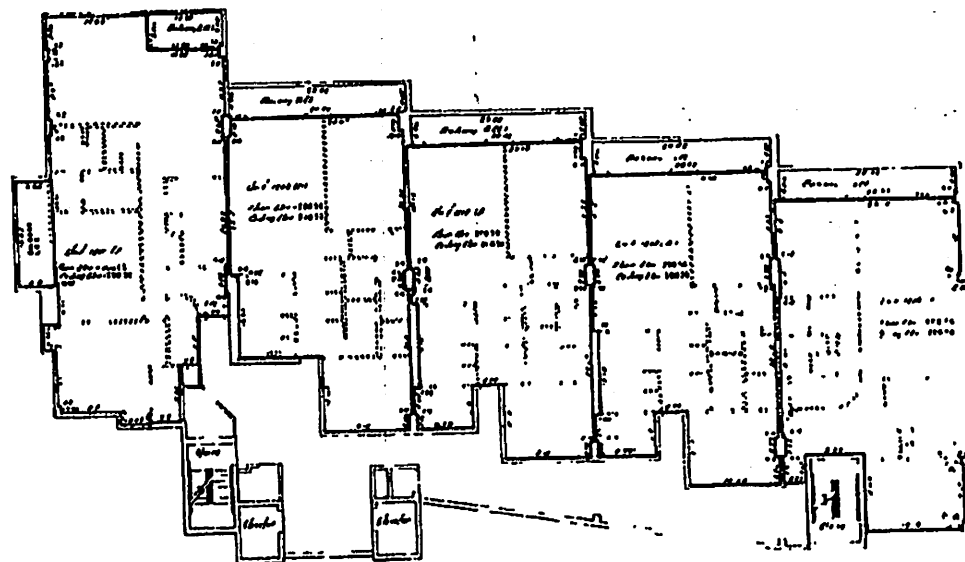
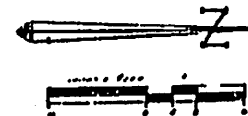
530 EAST CENTRAL
 A CONDOMINIUM
 CITY OF ORLANDO, ORANGE COUNTY, FLORIDA



11th Floor

530 EAST CENTRAL
A CONDOMINIUM
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

Condominium Book . . .
Page . . .

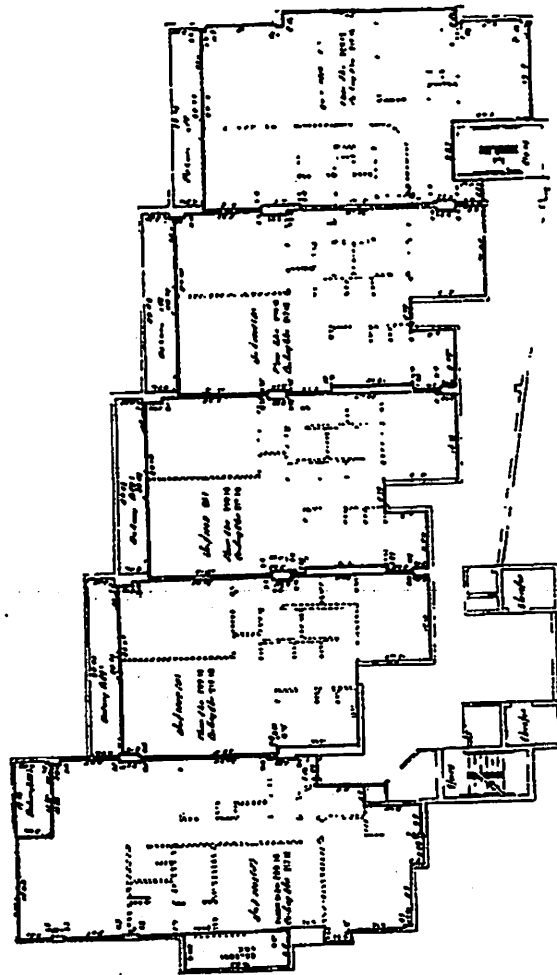


12th Floor

12th Floor

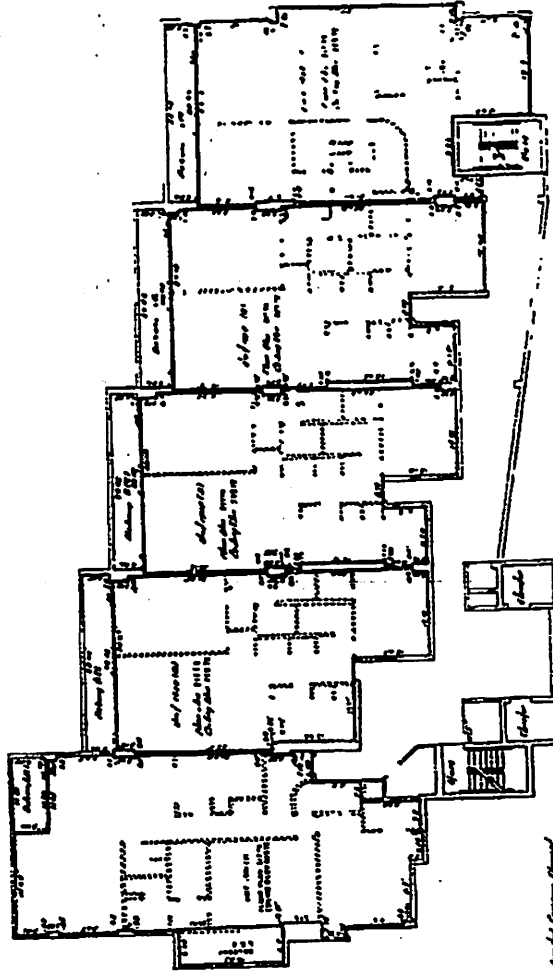
OR3787 PG2087

530 EAST CENTRAL
A CONDOMINIUM
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA



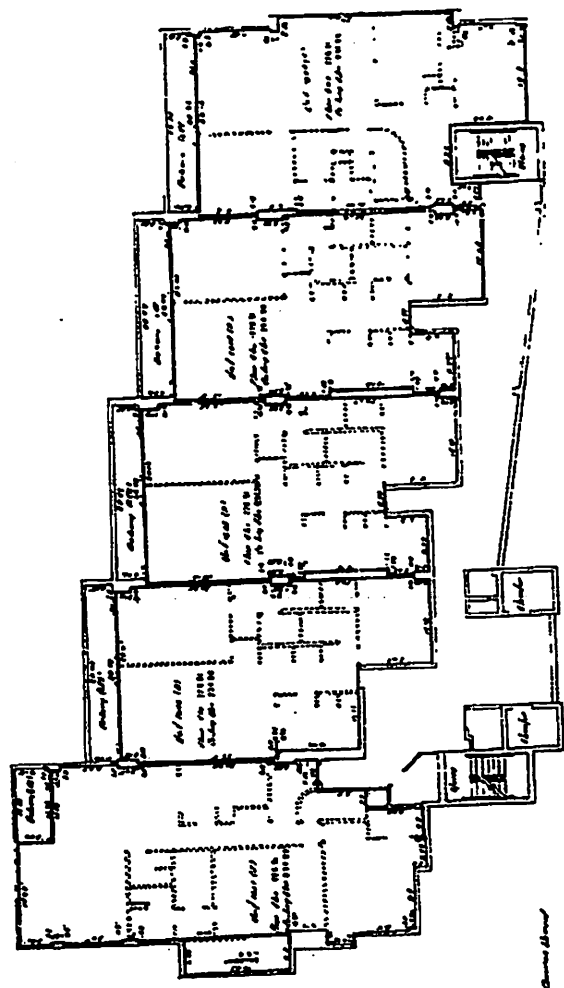
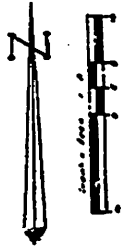
1st Floor

530 EAST CENTRAL
A CONDOMINIUM
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA



15th Floor

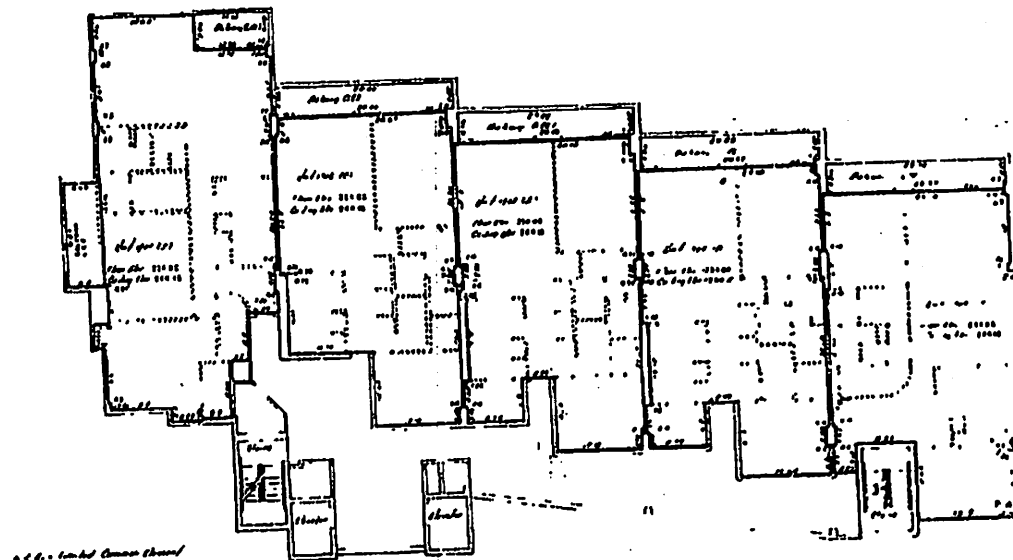
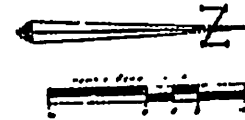
530 EAST CENTRAL
A CONDOMINIUM
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA



10th Floor

10th Floor - 10th Floor Common Areas

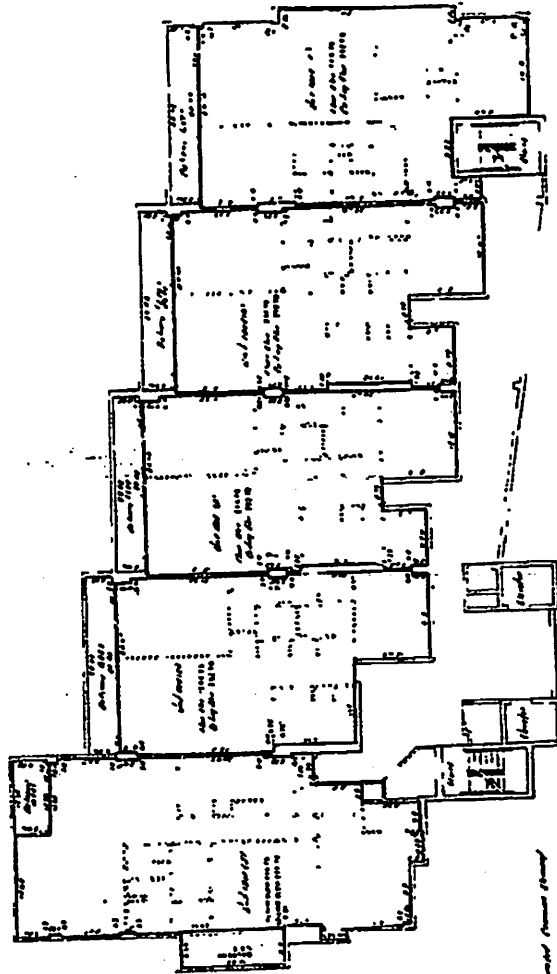
Condominium, Inc.
Page .



17th Floor

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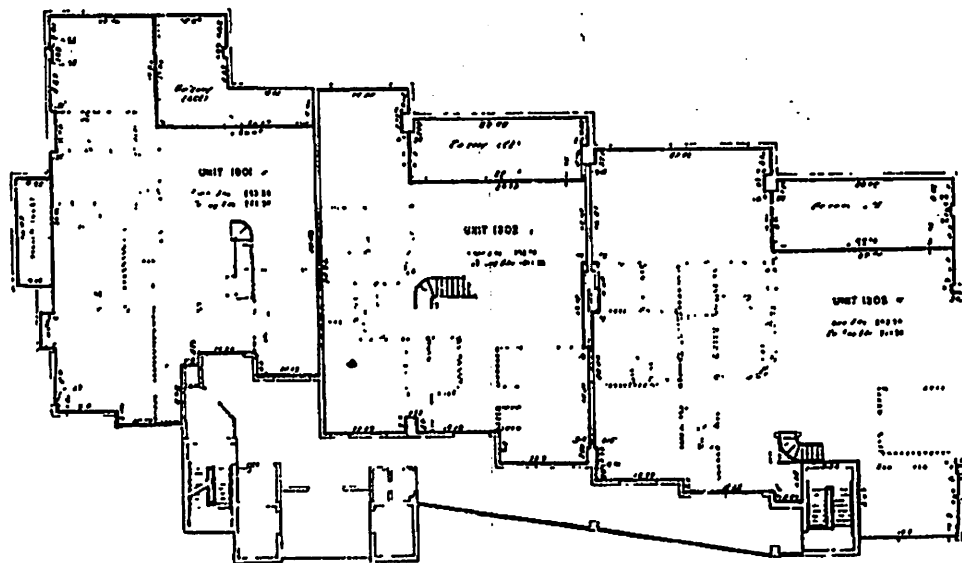
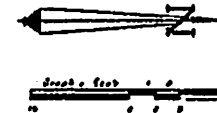
530 EAST CENTRAL
A CONDOMINIUM
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA



12th Floor

530 EAST CENTRAL
 A CONDOMINIUM
 CITY OF ORLANDO, FLORIDA

Condominium Unit
 Page



1501 Unit 1501

PENTHOUSE FLOOR

OR 3787 PG 2093

State of Florida



Department of State

I certify from the records of this office that 530 EAST CENTRAL CONDOMINIUM ASSOCIATION, INC.

is a corporation organized under the laws of the State of Florida.

filed on May 6, 1986.

OR3787 162094

The charter number for this corporation is N14762.

I further certify that said corporation has paid all filing fees due this office through December 31, 1986, and its status is active.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
6th day of May, 1986.



CER-101

George Firestone

George Firestone
Secretary of State

EXHIBIT 3 TO DECLARATION OF CONDOMINIUM
530 EAST CENTRAL, A CONDOMINIUM

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles
of Incorporation of 530 EAST CENTRAL CONDOMINIUM ASSOCIATION, INC.,

a corporation organized under the Laws of the State of Florida,
filed on May 6, 1986.

The charter number for this corporation is N14762.

OR3787 PG 2095

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
6th day of May, 1986.



George Firestone
Secretary of State

WP-104 CER-101

ARTICLES OF INCORPORATION

-of-

530 EAST CENTRAL CONDOMINIUM ASSOCIATION, INC.

A Non-Profit Corporation

FILED
MAY -6 1967
TALLAHASSEE, FLA.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do hereby state as follows:

ARTICLE I

NAME

The name of this corporation shall be 530 EAST CENTRAL CONDOMINIUM ASSOCIATION, INC. ("Association").

ARTICLE II

PURPOSES

The purposes for which this Association is formed are as follows:

A. To form an "Association" as defined in Chapter 718, Florida Statutes, as amended ("Condominium Act"), and, as such, to operate, maintain, repair, improve, reconstruct and administer the condominium property of, and to perform the acts and duties necessary and desirable for the management of the Units and Common Elements in 530 East Central, a Condominium, (the "Condominium"); and to own, operate, lease, sell and trade property, whether real or personal, including units in the Condominiums, as may be necessary or convenient in the administration of the Condominium.

B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium ("Declaration").

C. To establish by-laws for the operation of the Condominium's property ("By-Laws"), provide for the administration of the Association and rules and regulations for governing the same, and enforce the provisions of the Condominium Act, the Declaration, these Articles of Incorporation and the By-Laws.

D. The Association shall have all of the common law and statutory powers provided under the laws of the State of Florida, and those powers provided by the Condominium Act, the Declaration, these Articles and the By-Laws of the Association.

OR3787 PG2096

ARTICLE III

MEMBERS

A. All unit owners in the Condominium shall automatically be Members of the Association and their memberships shall automatically terminate when titles to their units are conveyed. If a Member conveys title to his unit under the provisions of the Declaration, the new owner shall automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

B. Each Unit owner shall have one vote for each unit owned. An individual, corporation or other entity owning an interest in more than one Unit may be designated as the voting Member for each Unit in which he or it owns an interest.

C. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit. No part of the income of the Association shall be distributed to its Members, directors or officers.

ARTICLE IV

EXISTENCE

This Association shall have perpetual existence. In the event that the Association is dissolved, portions of the Common Elements which consist of the surface water management system, if any, shall be dedicated to an appropriate public agency or utility to be devoted to surface water management purposes. In the event that acceptance of such dedication is refused, such portion of the Common Elements shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to surface water management purposes.

ARTICLE V

SUBSCRIBERS

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

OR3787 PG2097

<u>Name</u>	<u>Address</u>
Robert J. Cardwell	530 East Central Boulevard Orlando, Florida 32802
James R. Vance	101 East Main Street Galesburg, Illinois 61401
Donald V. Benson	101 East Main Street Galesburg, Illinois 61401

ARTICLE VI

DIRECTORS

A. The affairs and property of the Association shall be managed and governed by a Board of Administration composed of not less than three (3) persons ("Directors"). The first Board of Administration shall have three (3) members and, in the future, the number shall be determined from time to time in accordance with the Association's By-Laws.

B. The Directors named in Article VII shall serve until the first election of a director or directors as provided in the By-Laws and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. Thereafter, Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term.

C. All officers shall be elected by the Board of Administration in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Administration shall elect from among the Members a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Administration but no other officer need be a Director.

ARTICLE VII

FIRST BOARD OF ADMINISTRATION

The following persons shall constitute the first Board of Administration and shall serve until the first election of the Board of Administration at the first regular meeting of the membership:

OR3787 PG2098

<u>Name</u>	<u>Address</u>
Robert J. Cardwell	530 East Central Boulevard Orlando, Florida 32802
James R. Vance	101 East Main Street Galesburg, Illinois 61401
Donald V. Benson	101 East Main Street Galesburg, Illinois 61401

ARTICLE VIII

OFFICERS

Subject to the direction of the Board of Administration, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Administration. The following persons shall constitute the initial officers of the Association and they shall continue to serve as such officers until removed by the Board of Administration:

<u>Name</u>	<u>Office</u>
Robert J. Cardwell	President
James R. Vance	Vice President
Donald V. Benson	Secretary/Treasurer

ARTICLE IX

BY-LAWS

A. The By-Laws of this Association shall be adopted by the Board of Administration and attached to the Declaration to be filed among the Public Records of Orange County, Florida. The By-Laws may be amended by the Members in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would change the rights and privileges of the Developer referred to in the Declaration, and the Exhibits attached thereto, without the Developer's written approval.

C. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

OR3787 PG2099

ARTICLE X

AMENDMENTS

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Condominium Act or the Declaration may be made by ten percent (10%) of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than ten (10) days nor more than sixty (60) days following his receipt of the proposed amendment. Should the President fail to call such special meeting, the Members may, in lieu thereof, call a special meeting. Such request shall state the purpose or purposes of the proposed amendment(s). Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of a majority of the votes of the Members shall be required for approval of the proposed amendment or amendments.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

C. Notwithstanding anything herein to the contrary, these Articles may be amended only by the Developer of the Condominium during such time as the Developer shall be in control of the Association; provided, further, that the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

ARTICLE XI

INDEMNIFICATION

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Administration as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII

ADDRESS

The principal address of the Association shall be 530 East Central Boulevard, Orlando, Florida 32802, or at such other place as may be subsequently designated by the Board of Administration.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of this 24th day of April, 1986.

Signed, Sealed and Delivered
in the Presence of:

<u>Angela Hood</u>	
<u>Susan Tague</u>	<u>Robert J. Cardwell</u> ROBERT J. CARDWELL
<u>Samuel J. Padilla</u>	
<u>James R. Vance</u>	<u>James R. Vance</u> JAMES R. VANCE
<u>James L. Muscott</u>	
<u>Samuel J. Padilla</u>	<u>Donald V. Benson</u> DONALD V. BENSON

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of April, 1986, by Robert J. Cardwell.

Angela A. Hood
Notary Public, State of Florida
at Large

My Commission Expires:

(NOTARY SEAL)

OR3787 PG2101

STATE OF ILLINOIS

COUNTY OF Laurens

The foregoing instrument was acknowledged before me this 11th
day of March, 1986, by James R. Vance, and Donald V.
Benson.

Samuel J. Kern
Notary Public, State of Illinois
at Large

My Commission Expires:

(NOTARY SEAL)

My Commission Expires Dec. 17, 1987.

OR3787 PG2102

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

Pursuant to Section 48.091, Florida Statutes, the following
is submitted:

530 EAST CENTRAL CONDOMINIUM ASSOCIATION, INC., a non-profit
corporation, desiring to organize or qualify under the laws of
the State of Florida, where its principal place of business at
the City of Orlando, County of Orange, State of Florida has named
Virginia D. Watson, located at 530 East Central Boulevard,
Orlando, Florida 32802, as its agent to accept service of process
within Florida.

FIDELITY FEDERAL SAVINGS AND
LOAN ASSOCIATION, CO-TRUSTEE

Date: _____

By: *W. H. Brown*
as WHS president

SUN BANK, N.A., CO-TRUSTEE

By: *Joe S.*
as Sunbank president

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

Date: _____

Virginia D. Watson
Virginia D. Watson

FILED
1986 MAY -6 AM 10:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

26177-1a1:236
03/19/86

BY-LAWS

-of-

530 EAST CENTRAL CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Name. The name of the corporation shall be 530 EAST CENTRAL CONDOMINIUM ASSOCIATION, INC. ("Association").

Section 2. Principal Office. The principal office of the Association shall be at 530 East Central Boulevard, Orlando, Florida 32802, or at such location as may be designated by the Association's Board of Administration. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Condominium ("Declaration"), and the words "Condominium Property", "Unit", "Unit Owner", "Assessment", "Condominium Parcel", "Common Elements", "Condominium" and "Developer" are defined as set forth in the Declaration. "Condominium Act" shall mean and refer to Chapter 718, Florida Statutes, as enacted upon the date of recordation of the Declaration. "Project" shall also refer to the Condominium.

ARTICLE II

DIRECTORS

Section 1. Number and Term. The number of directors ("Directors") which shall constitute the Association's Board of Administration shall be not less than three (3). Until succeeded by Directors elected at the first meeting of members ("Members"), Directors need not be Members of the Association, but, thereafter, all Directors, except for those Directors elected by the Developer, shall be Members of the Association. Within the limits above specified, the number of Directors shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify. The first Board of Administration shall have three (3) members. Directors which are appointed by the Developer and thereafter resign may be replaced by the Developer without any meeting or the consent of any person being required.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death,

DR3787 PG2104

EXHIBIT 4 TO DECLARATION OF CONDOMINIUM
530 EAST CENTRAL, A CONDOMINIUM

resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, the Developer is authorized to replace any Director elected by the Developer.

Section 3. Removal. Subject to the provisions of Section 718.301, Florida Statutes, as enacted upon the date of recordation of the Declaration, any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a member or members of the Board of Administration may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. The above provisions shall not be applicable to Directors elected or appointed by the Developer. If any Director fails to pay any Assessment levied by the Board of Administration, whether regular or special Assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section 4. First Board of Administration. The first Board of Administration named in the Articles of Incorporation shall hold office and exercise all powers of the Board of Administration as provided therein, subject to the following:

A. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration of the Association:

- (1) three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (2) three months after 90 percent of the Units that will be operated by the Association have been conveyed to purchasers;
- (3) when all of the Units that will be operated ultimately by the Association have been completed, some of them

have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(4) when some of the Units have been sold and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

whichever shall first occur. Notwithstanding the foregoing, the Developer shall be entitled to elect not less than one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

B. Within sixty (60) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of, a meeting of the Unit Owners for this purpose. Such meeting may be called and a notice given by any Unit Owner if the Association fails to do so.

C. Prior to or within a reasonable time after the time that Unit Owners other than the Developer elect the majority of the members of the Board of Administration, such reasonable time not to exceed sixty (60) days, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners of the Association held or controlled by the Developer in accordance with the provisions of the applicable Florida Statutes on transfer of association control Section 718.301(4)1.

Section 5. Powers. The property and business of the Association shall be managed by the Board of Administration, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration. The powers of the Board of Administration shall specifically include, but not be limited to, the following:

A. To levy and collect regular and special Assessments.

B. To use and expend the Assessments collected to maintain, care for and preserve the Units and Condominium Property, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners.

C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

D. To enter into and upon the Units when necessary, with as little inconvenience to the Unit Owners as possible, in connection with said maintenance, care and preservation.

OR3787 PG2106

Section 2. Annual Meeting.

A. The first annual meeting of Members shall be held during February or March, 1987.

B. Regular annual meetings subsequent to the first meeting shall be held during the month of February or March.

C. At the annual meetings, subject to the provisions of Article II, Section 4, of these By-Laws, the Members, by a majority vote (cumulative voting prohibited) shall elect a Board of Administration and transact such other business as may properly come before the meeting.

D. Written notice of the annual meeting shall be personally served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least fourteen (14) days prior to the meeting. An affidavit by an officer of the Association shall be included in the official records of the Association affirming that notice of the Association meeting was mailed or hand-delivered to each Unit Owner at the address last furnished to the Association and said affidavit shall be deemed proof that required notice was given. A notice of such meeting shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to the meeting.

Section 3. Membership List. At least fourteen (14) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by Units, with the residence of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings.

A. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of ten percent (10%) of the Members. Should the President fail to call such a special meeting, such Members may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of Members stating the time, place and object thereof shall be served upon or mailed to each Member entitled to vote thereon at such address as appears on the books of the Association at least five (5) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Condominium Property at least five (5) days prior to the meeting.

D. The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

E. The power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium Property. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, his heirs, personal representatives, successors and assigns shall be bound by any management contract, if any is executed, to the same extent and effect as if he had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract. The management contract, if any, and the acts of the Board of Administration and Officers of the Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted.

F. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.

G. The power to purchase units in the Condominium and to acquire, hold, lease, mortgage and convey the same.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place as may be stated in the notice of the meeting.

resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association. If such bond should be required, the Association shall pay the premium thereon.

Section 8. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Administration becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Administration, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

THE ASSOCIATION.

Section 1. Membership. Each Unit Owner (including a corporate owner) shall be a Member of the Association and membership in the Association shall be limited to Unit Owners.

Section 2. Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Unit and his undivided interest in the Common Elements of the Condominium. Such transfer shall be subject to the procedures set forth in the Declaration.

Section 3. Powers and Duties. The powers and duties of the Association shall include those set forth in the Articles, the Declaration, the Condominium Act, and these By-Laws and shall include the following:

A. The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or Limited Common Elements therein or accessible therefrom or another Unit to prevent damage to the Common Elements, Limited Common Elements, or to another Unit.

B. The irrevocable right of access to each Unit at any hour for the purpose of making emergency repairs necessary to prevent additional damage to the Common Elements, Limited Common Elements, or to another Unit.

C. The power to levy and collect Assessments and to lease, maintain, repair and replace the Common Elements.

E. To insure and keep insured said Condominium Property in the manner set forth in the Declaration against loss from fire and/or other casualty and the Association and the Unit Owners against public liability, and to purchase such other insurance as the Board of Administration may deem advisable.

F. To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the rules and regulations promulgated by the Board of Administration.

G. To employ and compensate such personnel as may be required for the maintenance and preservation of the Condominium Property.

H. To make reasonable rules and regulations for the occupancy of the Units and the use of the Common Elements.

I. To acquire, rent or convey Units in the name of the Association or a designee.

J. To contract for management of the Condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Administration or membership.

K. To carry out the obligations of the Association under any easements, restrictions or covenants running with any land submitted to Condominium ownership.

Section 6. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section 7. Meetings

A. The first meeting of each Board of Administration newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Administration shall be held at the same place as the Members' meeting and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the president or a majority of the Board. The secretary shall give notice of each special meeting either personally or by mail or telegram, at least five (5) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

C. Meetings of the Board of Administration shall be open to all Unit Owners and, except in cases of emergency, not-

ices of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of such meetings.

D. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Reading of minutes of the last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 9. Accounting Records. The Association shall maintain accounting records according to generally accepted principles of accounting, consistently applied, which shall be open to inspection by Unit Owners or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Unit which shall designate the name and address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amounts paid upon the account and the balance due. Notwithstanding anything herein to the contrary, the Association's duties in this regard shall be governed by relevant provisions of the Condominium Act including §718.111(12).

OR3787 PG2108

ARTICLE III

OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Administration. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary of the Association. If the Board so determines, there may be more than one (1) Vice-President.

Section 2. Subordinate Officers. The Board of Administration may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Administration and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Administration, which may delegate such powers to any officer.

Section 4. The President.

A. The President shall be chairman of, and shall preside at, all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary.

B. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Association to the Directors as reasonably requested and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to its notice.

D. He shall be permitted to appoint committees and to assign a member of the Board of Administration to be an ex-officio member of a committee.

E. He shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Administration or the President.

Section 6. The Secretary.

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Administration in one (1) or more books provided for that purpose. The minute book shall be available for inspection by all Members, or their authorized representatives, and by the Board of Administration, which minutes shall be retained for a period of not less than seven (7) years.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C. He shall be the custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which, on behalf of the Association, under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

E. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Administration.

Section 7. The Treasurer.

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Administration.

B. He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C. He may be required to give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association, in case of his death,

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

D. Notwithstanding the above, in the event emergency repairs are required to the Common Elements, as determined by the Board of Administration, the Board may assess up to a maximum of One Hundred and No/100 Dollars (\$100.00) per unit per year without the necessity of a meeting to approve said expenditures.

Section 5. Quorum. Members owning a majority of the total Units, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat shall adjourn the meeting and notify the Members in accordance with these By-Laws of the adjourned meeting. At any such subsequent and duly noticed meeting, a quorum shall consist of Members owning one-third (1/3) of the total Units present in person or by proxy.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question properly brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

A. The Owner or Owners of a Unit shall be entitled to one vote for each Unit owned.

B. If a Unit is owned by more than one (1) individual or by a corporation or other entity, said Owners, corporation or other entity shall file a certificate with the Secretary naming the person authorized to cast said Unit vote. If the same is not on file prior to any meeting of the Members, annual or special, a vote of such Unit shall not be considered, nor shall the presence of said Owners at a meeting be considered in determining whether the quorum requirement has been met.

C. All proxies must be in writing, signed by the voting Member granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting.

Section 8. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by any provision of the

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Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

- A. Election of Chairman.
- B. Roll call.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading of minutes of prior meeting.
- E. Officers' reports.
- F. Committee reports.
- G. Elections.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

ARTICLE VI

NOTICES

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or

persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is 530 East Central Boulevard, Orlando, Florida 32802, or such other address as may be designated by the Board of Administration.

ARTICLE VII

FINANCES

Section 1. Fiscal Year. The fiscal year shall commence on January 1 and end on December 31.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Administration may from time to time designate. The Board of Administration, by resolution, may require more than one (1) signature.

Section 3. Determination of Assessments.

A. (1) The Board of Administration shall fix Assessments adequate to meet the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expenses by the Declaration or from time to time by the Board of Administration.

(2) Funds for the payment of common expenses shall be assessed against Unit Owners in the proportions or percentages and in the manner provided in the Declaration and said Assessments shall be payable as provided in the Declaration.

(3) The Board of Administration is specifically empowered, on behalf of the Association, to make and collect Assessments and to maintain, repair and replace the Common Elements of the Condominium.

(4) Special Assessments, which may be required by the Board of Administration, shall be levied and paid in the same manner as provided for regular Assessments.

B. When the Board of Administration has determined the amount of any Assessment, excluding the monthly assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Unit Owners. All Assessments shall be

payable to the Association and, upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section 4. Annual Budget.

A. A copy of the Association's proposed annual budget of common expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting of the Board of Administration at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Administration shall be open to all Unit Owners.

B. The Board of Administration may approve annual budgets so long as the amount does not exceed one hundred fifteen percent (115%) of the Assessment for the preceding year.

C. If the Board of Administration adopts a budget which requires Assessments against Unit Owners for the proposed fiscal year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, all as determined in accordance with Section 718.112(2)(f), Florida Statutes, as enacted upon the date of recordation of the Declaration, the Board of Administration, upon written application of ten percent (10%) of the Unit Owners to the Board of Administration, shall call a special meeting of the Unit Owners within thirty (30) days, upon not less than ten (10) days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget. Unless these By-Laws require a larger vote, the adoption of the budget shall require a vote of not less than a majority vote of all Unit Owners. The Board of Administration may propose a budget to the Unit Owners at a meeting of Members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all Unit Owners in writing, the budget shall be adopted. In determining whether Assessments exceed one hundred fifteen percent (115%) 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 betterments to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board of Administration shall not impose an Assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of a majority of all Unit Owners.

Section 5. Reserve Fund. The Board of Administration shall have the right to assess Unit Owners to establish a reserve fund for the future replacement of or additions to the Common Elements and such reserve fund shall be held in trust by the Board or its designated nominee to be used solely for the purpose for which it was established.

CR3787 PG2117

Section 6. Payment of Assessments. All Assessments shall be paid timely to the Association. Assessments shall be made against Unit Owners not less frequently than quarterly in advance, not less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all the unpaid operating expenses previously incurred.

Section 7. Limitation on Expenditures. Notwithstanding anything else in these By-Laws, the Articles of Incorporation or the Declaration which authorizes expenditures, after the first election of Directors, the majority of which are comprised of Unit Owners other than Developer, no expenditure for the improvement of the Common Elements exceeding Five Thousand and No/100 Dollars (\$5,000.00) per annum shall be made without the approval of Members owning a majority of the Units except for the repair of the Condominium Property due to casualty loss.

Section 8. Application of Payments and Commingling of Funds. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one (1) fund as determined by the Board of Administration. All Assessments shall be applied as provided herein and in the Declaration.

Section 9. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in an amount equal to one hundred fifty percent (150%) of the monies an individual handles or in which he has control via a signatory or a bank account or other depository account, but in no event shall the amount of such bond be less than Ten Thousand and No/100 Dollars (\$10,000.00).

ARTICLE VIII

DEFAULT

Section 1. Delinquent Payment. In the event a Unit Owner does not pay any sum, charge or Assessment required to be paid to the Association within ten (10) days from the due date, the Association, acting through its Board of Administration, may enforce its lien for Assessments or take such other action to recover the sum, charge or Assessment to which it is entitled in accordance with the Declaration and the laws of the State of Florida.

Section 2. Foreclosure. If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and, at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees,

and any and all expenses incurred in the resale of the Unit which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former Owner of the Unit.

Section 3. Violation. In the event of a violation of the provisions of the Declaration, the Articles of Incorporation or By-Laws, which violation is not corrected within ten (10) days after notice from the Association to the Unit Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation. Nothing contained in this Article shall be construed to require that the Association furnish notice to any Unit Owner of his failure to pay any assessment, sum or other charge due to the Association. In the event such legal action is brought against a Unit Owner and results in a judgment for the plaintiff, the defendant shall pay the plaintiff's reasonable attorneys' fees and court costs.

Section 4. Consent. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate procedures. It is the intent of all Unit Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

ARTICLE IX

JOINT OWNERSHIP

Membership may be held in the name of more than one (1) person, corporation or other entity. In the event ownership is in more than one (1) person, corporation or other entity, all of the joint owners shall be entitled collectively to only the applicable percentage vote pertaining to the Unit owned in common for the management of the affairs of the Association and said vote may not be divided between multiple owners. (See Article V, Section 7B, of these By-Laws.)

ARTICLE X

AMENDMENT

These By-Laws may be amended by affirmative vote of a majority of the Members and of the Board of Administration.

Section 1. Rights of Mortgagee. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

Section 2. Procedure. By-Laws shall neither be revised nor 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 in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law _____ for present text". Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

Section 3. Rights of Developer. No amendment shall, in any manner, change the rights and privileges of the Developer referred to in the Declaration and the Exhibits attached thereto without the Developer's written approval. Notwithstanding anything herein to the contrary, these By-Laws may be amended by the Developer during such time as the Developer shall be in control of the Association; provided, further, that the Developer may amend these By-Laws consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

ARTICLE XI

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

OR3787 PG2120

The foregoing were adopted as the By-Laws of 530 EAST CENTRAL
CONDOMINIUM ASSOCIATION, INC. at the first meeting of its Board
of Administration.

/s/
SECRETARY

APPROVED:

/s/
PRESIDENT

RECEIVED & RECORDED
Thomas H. Parker
County Commissioner, Orange Co., FL

OR3787 PG2121

26177-1by:236
05/08/86

Florida
Rec Fee \$ 13.00
Doc Tax \$
Int Tax \$
Total \$ 13.00

Paid
THOMAS H. LOCKER,
Orange County
Comptroller
By [Signature]
Deputy Clerk

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
530 EAST CENTRAL, A CONDOMINIUM

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION and SUN BANK, N.A., as Co-Trustees, d/b/a 530 EAST CENTRAL ("Developer"), being the owner of the fee simple title to the property described in Exhibit "1" attached hereto, for itself, its successors, grantees and assigns, hereby amends the Declaration of Condominium of 530 East Central, a Condominium, filed May 20, 1986, recorded in Official Records Book 3787, Page 2039, Public Records of Orange County, Florida, to include the following unit and model descriptions:

NUMBER AND TYPE OF EACH UNIT

Floor	Units	A	B	C	D	E	F	G	H	J	K	L	M
1	2	1				1							
2	6	2		1		1		1	1				
3	6	2		1		1		1	1				
4	6	2		1		1		1	1				
5	6		2		1		1	1	1				
6	6		2		1		1	1	1				
7	6		2		1		1	1	1				
8	5		2		1		1			1			
9	5		2		1		1			1			
10	5		2		1		1			1			
11	5		2		1		1			1			
12	5		2		1		1			1			
14	5		2		1		1			1			
15	5		2		1		1			1			
16	5		2		1		1			1			
17	5		2		1		1			1			
18	5		2		1		1			1			
19	3										1	1	1
TOTAL	91	7	26	3	13	4	13	6	6	10	1	1	1

Models A through F and J listed above contain two (2) bedrooms and two (2) bathrooms each. Model G contains one (1) bedroom and one and one-half (1-1/2) bathrooms, and Model H contains one (1) bedroom and one (1) bathroom.

This Amendment is made for the purpose of complying with Florida Statute 718.104(4)(f); no change has been made in either the number or type of units.

FIDELITY FEDERAL SAVINGS AND
LOAN ASSOCIATION, Co-Trustee

By: [Signature]
Sr. Vice President

SUN BANK, N.A., Co-Trustee

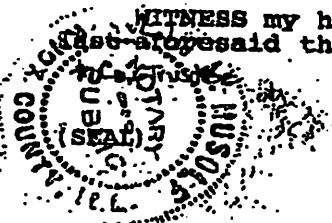
By: [Signature]
Vice President

This instrument was prepared by
and should be returned to
PETER N. HILL, of
Smithers, Pines, Jones & Davis, P.A.

STATE OF ILLINOIS
COUNTY OF KNOX

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Donald V. Benson, well known to me to be the Vice President of FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, and he acknowledged executing the foregoing instrument freely and voluntarily for the purposes therein expressed, on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of September, 1986.



Jean L. Musolf
Notary Public, State of Illinois
My Commission Expires Dec. 8, 1987.

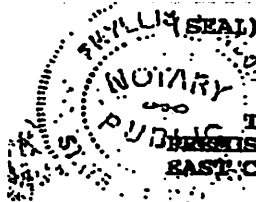
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared G.P. Kail, well known to me to be the Vice President of SUN BANK, N.A., and she acknowledged executing the foregoing instrument freely and voluntarily for the purposes therein expressed, on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of September, 1986.

* Co-Trustee

Phillip A. Kail
Notary Public, State of Florida
My Commission Expires: December 12, 1988



THE UNDERSIGNED OWNER AND HOLDER OF A MORTGAGE LIEN UPON THE PREMISES HEREBY APPROVES THIS AMENDMENT TO DECLARATION OF 530 EAST CENTRAL, A CONDOMINIUM.

Donald V. Benson
G.P. Kail

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, Co-Trustee
By: Donald V. Benson
Sr. Vice President

STATE OF ILLINOIS
COUNTY OF KNOX

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Donald V. Benson, well known to me to be the Vice President of FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, and he acknowledged executing the foregoing instrument freely and voluntarily for the purposes therein expressed, on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of September, 1986.



Jean L. Musolf
Notary Public, State of Illinois
My Commission Expires Dec. 8, 1987.

EXHIBIT "1"

LEGAL DESCRIPTION

530 East Central, a Condominium

530 EAST CENTRAL, a Condominium, according to the Declaration of Condominium as recorded in Official Records Book 3787, Page 2039, Public Records of Orange County, Florida, and as per plat thereof recorded in Condominium Book 13, Pages 1 through 23, inclusive, Public Records of Orange County, Florida.

RECORDED & RETURNED
Thomas H. Lock
County Comptroller, Orange Co., FL

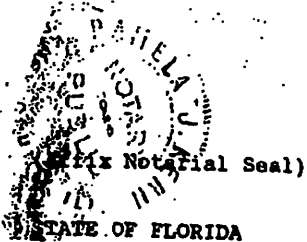
OR3819 PG2597

Fidelity Federal Savings & Loan Association and Sun Bank, N.A. as Co-Trustees, the developer ("Developer") of 530 East Central, a Condominium, according to the Declaration of Condominium of 530 East Central, a Condominium, as recorded in Official Records Book 3787, page 2039, and plats thereof recorded in Condominium Plat Book 13, pages 1 through 23, public records of Orange County, Florida (the "Declaration"), hereby amend the Declaration pursuant to paragraph 8 therein:

Rec Fee \$	17.00	THOMAS H. LOCKER,
Add linc \$	2.50	Orange County
Doc Tax \$	—	Comptroller
Int Tax \$	—	By <i>ALLEN</i>
Total \$	19.50	Deputy Clerk

Return to:
(over) **HOLLAND & KNIGHT**
Att: Joyce
P.O. Box 1526 - Orlando, Fla. 32802

WITNESS my hand and official seal in the State and County aforesaid this 30th day of June, 1987.



Pamela J. Kern
Notary Public

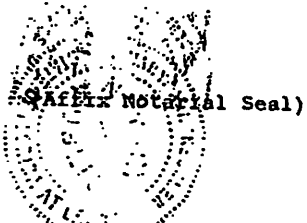
My commission expires:

My Commission Expires Dec. 12, 1987.

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared John D. Race, well known to me to be the vice president of SUN BANK, N.A., Co-Trustee, and he acknowledged executing the foregoing instrument freely and voluntarily for the purposes therein contained.

WITNESS my hand and official seal in the State and County aforesaid this 9th day of July, 1987.



Tracy Ann Kessler
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT L.A.S.
MY COMMISSION EXPIRES MARCH 1, 1989

CONSENT AND JOINDER

The following unit owners, who together with the Developer, include all unit owners of 530 East Central, join and consent to this Amendment to Declaration of Condominium 530 East Central, a Condominium.

Signed in the presence of:

[Signature]
[Signature]
Two Witnesses

[Signature]
Howard J. Goren

[Signature]
[Signature]
Two Witnesses

[Signature]
Virginia G. Goren

[Signature]
[Signature]
Two Witnesses

[Signature]
Robert B. Davis

OR3910 PG2249

[Signature]
[Signature]
Two Witnesses

[Signature]
John F. Varian

[Signature]
[Signature]
Two Witnesses

[Signature]
Elayne H. Varian

[Signature]
[Signature]
Two Witnesses

[Signature]
Brian M. Millan

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this
3rd day of July, 1987, by HOWARD J. GOREN and VIRGINIA G.
GOREN, husband and wife.



[Signature]
Notary Public

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 19, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this
3rd day of July, 1987, by ROBERT B. DAVIS.



[Signature]
Notary Public

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 19, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITERS

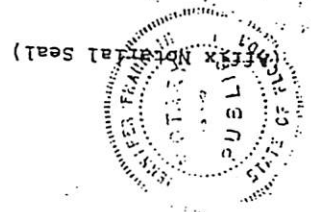
OR3910 P62250

OR3910 PG2251

NOTARY PUBLIC STATE OF FLORIDA
My commission expires: MAY 19, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITERS

2617700001amd:236

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU NOTARY PUBLIC UNDERWRITERS
MY COMMISSION EXPIRES: MAY 19, 1991

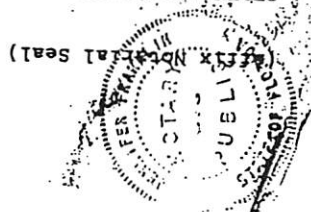


Notary Public
[Signature]

The foregoing instrument was acknowledged before me this 30 day of July, 1987, by BRIAN M. MILLAN.

COUNTY OF ORANGE
STATE OF FLORIDA

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU NOTARY PUBLIC UNDERWRITERS
MY COMMISSION EXPIRES: MAY 19, 1991



Notary Public
[Signature]

This foregoing instrument was acknowledged before me this 30 day of July, 1987, by JOHN F. VARIAN and ELAYNE H. VARIAN, husband and wife.

COUNTY OF ORANGE
STATE OF FLORIDA

Rec Fee \$ 45.00 THOMAS H. LOCKER,
Add Rec \$ 6.00 Orange County
Doc Tax \$ Comptroller
Int Tax \$ By
Total \$ 51.00 Deputy Clerk

29367 LORANGE Co FL
03 49-49PM 02/02/88

OR3954 PG3514

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
530 EAST CENTRAL, A CONDOMINIUM

Fidelity Federal Savings & Loan Association and Sun Bank, N.A., co-trustees; Danis Industries Corporation; Robert B. Davis; Bruce Decker and Barbara M. Plourde; Martha L. Dowman; Howard J. Goren and Virginia G. Goren, husband and wife; John W. Kenney, Jr. and Karla Kay Kenney, husband and wife; Robert A. Koch; Isaac Kreps and Sarah Kreps, husband and wife; Robert E. Lauria and Ronald G. Lauria; Ronald G. Lauria; Jack Mayer and Sally Mayer, husband and wife; Brian M. Millan; Roseann E. Roth; Joel S. Stahl; and John F. Varian, the unremarried widower of Elayne H. Varian; being all of the unit owners in 530 East Central, a Condominium, according to the Declaration of Condominium of 530 East Central, a Condominium, as recorded in Official Records Book 3787, page 2039, and plats thereof recorded in Condominium Plat Book 13, pages 1-23, public records of Orange County, Florida, as amended (the "Declaration"), hereby amend the Declaration pursuant to paragraph 8 therein as follows:

A. Offering Circular for 530 East Central, a Condominium.

1. Paragraph VI of the Summary is revised as follows:

There is ~~to be~~ no current contract for the management of the condominium property, but there may be a management contract in the future. Please refer to Section V of this Offering Circular.

2. The second paragraph of Section I-B is revised as follows:

Models A through F, ~~and I through J, and L,~~ listed above, contain two (2) bedrooms and two (2) bathrooms each. Model G contains one (1) bedroom and one and one-half (1-1/2) bathrooms, and Model H contains one (1) bedroom and one (1) bathroom. Models K and M contain two (2) bedrooms, two (2) bathrooms and one (1) den.

3. Section III-A(a) is revised as follows:

SWIMMING POOL, HYDRA SPA AND SUNDECK. There will be one ~~nonheated~~ heated pool in the Condominium. The pool will be for unit owners and their guests, and will be subject to the rules and regulations to be adopted by the Board of Directors of the Condominium Association.

The pool shall be a rectangular pool of approximately 575 square feet. Depths will run from 3.0 feet at the shallow end to 6.5 feet at the deepest point. The total capacity of the pool will be 30 people. The hydra spa shall be an octagonal pool of approximately 101 inches in diameter. The depth of the pool will be three feet and will contain four seats with a maximum load capacity of five people.

This instrument prepared by
and shown to returned to
Ms. Phyllis A. Hood
HOLLAND & KNIGHT
P. O. Box 1526
Orlando, FL 32802

The pools will be surrounded by a concrete plaza and multi-level wood deck area of approximately 7200 square feet. A free standing juice bar will be included in this area.

4. Section V is revised as follows:

THERE IS ~~TO BE~~ NO CURRENT CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY, BUT THERE MAY BE A MANAGEMENT CONTRACT IN THE FUTURE.

5. Section XI is revised to delete in their entirety subparagraphs D., E. and F. See Section XI for the present text.

B. Declaration of Condominium of 530 East Central, a Condominium.

1. Section VIII, E.(1) is revised as follows:

The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom or from another Unit or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit. The provisions of this Section shall also include access to all Units for pest control services.

2. Section XI is revised to include the following paragraph:

E. The Developer is authorized to construct a closet on the balcony of Unit 1902, which balcony is a Limited Common Element. The construction of the closet shall be authorized only if the outside walls of the construction shall have the same appearance of the existing walls with no adverse affect on the outside appearance of the Condominium property, and if the width of the wall encroachment will not exceed three feet onto the balcony.

1. Section XIII, A. is revised as follows:

The Association, through its Board of Administration, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums. The annual Assessment shall initially be payable in advance, quarterly-monthly, on the first day of each such month; however, the Board of Administration shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy special assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of

OR3954 PG3515

Assessments has not been guaranteed by the Developer. The Board of Administration of the Association may, but shall not be required to, include sums to establish reasonable reserves against future contingencies in each annual Assessment.

2. Section XXII, A is revised as follows:

Purchase of Insurance. The Association shall use its best efforts to obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an "A+~~10~~" rating or better in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees. Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. e

C. Bylaws of 530 East Central Condominium Association, Inc.

1. Article II, Section IV, A(1) is revised as follows:

~~Three~~ One years after ~~50~~ 51 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

2. Article V, Section 2, B is revised as follows:

Regular annual meetings subsequent to the first meeting shall be held during the month of ~~February or March~~ October or November.

3. Article VII, Section 6, is revised as follows:

Payment of Assessments. All Assessments shall be paid timely to the Association. Assessments shall be made against Unit Owners not less frequently than ~~quarterly~~ monthly in advance, ~~not nor~~ less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all the unpaid operating expenses previously incurred.

D. All Related Documents. The correct zip code for the address of the Condominium property is 32801. Due to a scrivener's error, the zip code was inititally included in the document as 32802.

OR3954 PG3516

IN WITNESS WHEREOF, the undersigned have executed
this Amendment as of the 10th day of December, 1987.

Signed in the presence of:

SUN BANK, N.A.,
as Co-Trustee

Alice L. Springer
Victoria M. Bryant
Two witnesses

By: Leo Lail
as its Vice President

Signed in the presence of:

FIDELITY FEDERAL SAVINGS
& LOAN ASSOCIATION, as
Co-Trustee

Robert B. Davis
Janice Franklin
Two witnesses

By: W. B. Davis
as its Vice President

Signed in the presence of:

Angus A. Hood
Janice Franklin
Two witnesses

Robert B. Davis
Robert B. Davis

Signed in the presence of:

Angus A. Hood
Janice Franklin
Rebecca Kreps
Isaac Kreps
Two witnesses

Isaac Kreps
Isaac Kreps
Sara Kreps
Sara Kreps

Signed in the presence of:

Angus A. Hood
Janice Franklin
Two witnesses

John F. Varian
John F. Varian

OR3954 PG3517

Signed in the presence of:

Angie A. Hare
Angie A. Hare
Jennifer Franklin
Two witnesses

Bruce Decker
Bruce Decker
Barbara M. Plourde
Barbara M. Plourde

Signed in the presence of:

Angie A. Hare
Angie A. Hare
Jennifer Franklin
Two witnesses

Ronald G. Lauria
Robert E. Lauria
Ronald G. Lauria
Ronald G. Lauria

Signed in the presence of:

Angie A. Hare
Angie A. Hare
Jennifer Franklin
Two witnesses

Roseann E. Roth
Roseann E. Roth

Signed in the presence of:

Angie A. Hare
Angie A. Hare
Jennifer Franklin
Two witnesses

Ronald G. Lauria
Ronald G. Lauria

Signed in the presence of:

Angie A. Hare
Angie A. Hare
Jennifer Franklin
Two witnesses

Howard J. Goren
Howard J. Goren
Virginia G. Goren
Virginia G. Goren

Signed in the presence of:

Robert S. Stahl
Robert S. Stahl
Jennifer Franklin
Two witnesses

Robert S. Stahl
Robert S. Stahl

OR3954 PG3518

Signed in the presence of:

Angela H. [Signature]
Janet [Signature]
Two witnesses

[Signature]
Robert A. Koch

Signed in the presence of:

Angela H. [Signature]
Janet [Signature]
Two witnesses

[Signature]
Nathaniel L. Bowman

Signed in the presence of:

Angela H. [Signature]
Janet [Signature]
Two witnesses

[Signature]
Brian M. McLean

Signed in the presence of:

Angela H. [Signature]
Janet [Signature]
Two witnesses

[Signature]
Jack Mayer
[Signature]
Sally Mayer

Signed in the presence of:

Angela H. [Signature]
Janet [Signature]
Two witnesses

[Signature]
John W. Kennedy, Jr.
[Signature]
Marie Ray Kennedy

Signed in the presence of:

[Signature]
Janet [Signature]
Two witnesses

JAMES INDUSTRIES CORPORATION,
an Ohio corporation

By: [Signature]
as its vice president

DR3954 PG3519

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of December 1988, by P.P. Paul, as vice president of SUN BANK, N.A., as Co-Trustee, on behalf of the corporation.

My commission expires: 3/1/88

Mary Ann Kessler
Notary Public

(Affix notarial seal)

STATE OF ~~ILLINOIS~~ Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 1st day of December, 1987, by Donald V. Benson, as Senior Vice President of FIDELITY FEDERAL SAVINGS, & LOAN ASSOCIATION, as Co-Trustee.

My commission expires: 5/1/91

Donald V. Benson
Notary Public

(Affix notarial seal)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of December, 1987, by ISAAC KREPS.

My commission expires: 12/1/88

Isaac A. Krebs
Notary Public

(Affix notarial seal)

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 1st day of December, 1987, by SARA KREPS.

January 1988

My commission expires:

Sara Krebs
Notary Public

(Affix notarial seal)

OR3954 PG3520

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APP. 5, 1990
BEFORE THEN GENERAL ISS. U.S.D.

NOTARY
PUBLIC

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 10th day of December, 1987, by ROBERT E. LAURIA and
RONALD G. LAURIA.

My commission expires: 12/12/88

Angelo A. Hood
Notary Public

(Affix notarial seal)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 10th day of December, 1987, by JOHN F. VARIAN, unremar-
ried widower of ELAYNE H. VARIAN.

My commission expires: 12/12/88

Angelo A. Hood
Notary Public

(Affix notarial seal)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 10th day of December, 1987, by BARBARA M. FLOURDE.

My commission expires: 12/12/88

Angelo A. Hood
Notary Public

(Affix notarial seal)

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me
this 6th day of ~~December, 1987~~ January, 1988, by BRUCE DECKER.

My commission expires:

September 3, 1993

(Affix notarial seal)

James M. MacKase
Notary Public

OR3954 PG352J



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 10th day of December, 1987, by ROBERT E. LAURIA and
RONALD G. LAURIA.

My commission expires: 12/12/88

Angela A. Hood
Notary Public

(Affix notarial seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 10th day of December, 1987, by ROSEANN E. ROTH.

My commission expires: 12/12/88

Angela A. Hood
Notary Public

(Affix notarial seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 10th day of December, 1987, by RONALD G. LAURIA.

My commission expires: 12/12/88

Angela A. Hood
Notary Public

(Affix notarial seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 10th day of December, 1987, by HOWARD J. GOREN and
VIRGINIA G. GOREN, husband and wife.

My commission expires: 12/12/88

Angela A. Hood
Notary Public

(Affix notarial seal)

OR3954 PG3522

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 30th day of December, 1987, by JOEL S. STAHL.

My commission expires: 5/17/91

Janice Stahl
Notary Public

(Affix notarial seal)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 10th day of December, 1987, by ROBERT A. KOCH.

My commission expires: 12/12/88

Phyllis A. Hood
Notary Public

(Affix notarial seal)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 10th day of December, 1987, by MARTHA L. DOWMAN.

My commission expires: 12/11/91

Phyllis A. Hood
Notary Public

(Affix notarial seal)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 10th day of December, 1987, by BRIAN M. MILLAN.

My commission expires: 12/12/88

Phyllis A. Hood
Notary Public

(Affix notarial seal)

OR3954 PG3523

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 10th day of December, 1987, by JACK MAYER and SALLY
MAYER, husband and wife.

PHYLLIS
NOTARY PUBLIC
My commission expires: 12/12/88
(Affix notarial seal)

Phyllis A. Hod
Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 10th day of December, 1987, by JOHN W. KENNEY, JR. and
KARLA KAY KENNEY, husband and wife.

PHYLLIS
NOTARY PUBLIC
My commission expires: 12/12/88
(Affix notarial seal)

Phyllis A. Hod
Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 30th day of December, 1987, by Bill Pittman, as
vice president of DANIS INDUSTRIES CORPORATION, an Ohio cor-
poration, on behalf of the corporation.

My commission expires: 5/1/91
(Affix notarial seal)

Janette Frank
Notary Public

26177-1Amd3r:236

Thomas H. Parker
County Commissioner, Orange Co., FL

OR3954 PG3524

FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
530 EAST CENTRAL, A CONDOMINIUM

Rec Fee \$ 9.00
Add Rec \$ 1.50
Doc Tax \$ _____
In Tax \$ _____
Total \$ 10.50

By: [Signature]
Deputy Clerk

Fidelity Savings & Loan Association and Sun Bank, N.A., co-trustees, developer of 530 East Central, a Condominium, according to the Declaration of Condominium of 530 East Central, a Condominium, as recorded in Official Records Book 3787, Page 2039, and plats thereof recorded in Condominium Plat Book 13, Pages 1 through 23, Public Records of Orange County, Florida, as amended (the "Declaration"), hereby amends the Declaration pursuant to paragraph 8 thereof as follows:

Article II, Section IV, A(1) of the bylaws of 530 East Central Condominium Association, Inc. is revised as follows:

(1) Three One year after fifty (50) fifty-one 51 percent of the Units that will be operated ultimately by the Association have been conveyed to Purchaser;

IN WITNESS WHEREOF the undersigned has executed this Amendment as of the 29th day of March, 1988.

Signed in the presence of:

SUN BANK, N.A.
as Co-Trustee

[Signature]
[Signature]
Two witnesses

By: [Signature]
as its vice president

Signed in the presence of:

FIDELITY FEDERAL SAVINGS
& LOAN ASSOCIATION, as
Co-Trustee

[Signature]
[Signature]
Two witnesses

By: [Signature]
as its vice president

Return to:
Holland & Knight
800 North Magnolia
Penthouse A Orlando, Florida 32801

2983787 ORANGE CO. FL.
04:13:40PM 04/14/88

3973 PG0719

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29th day of March, 1988, by John D. Case, as vice president of SUN BANK, N.A., as Co-Trustee, on behalf of the corporation.



My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA IN LARGE
MY COMMISSION EXPIRES MARCH 1, 1991
(Affix Notary Seal)

Mary Ann Kessel
Notary Public

STATE OF ILLINOIS

COUNTY OF KNOX

The foregoing instrument was acknowledged before me this 25th day of March, 1988, by Donald V. Benson as vice president of FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION, as Co-Trustee.

My commission expires:

Pamela J. Kern
Notary Public

(Affix Notary Seal)
PAMELA J. KERN
Notary Public, State of Illinois
My Commission Expires 12-19-91

26177-1/Am4:235

NOTARY PUBLIC
PAMELA J. KERN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-19-91

3973 60720

Rec Fee \$ 12.00 MARTHA O. HAYNIE
Add Fee \$ 4.50 Orange County
Doc Fee \$ _____ Comptroller
Lat Fee \$ _____
Total \$ 16.50

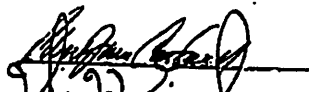
CERTIFICATE OF 530 EAST CENTRAL CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that I am the duly elected President of 530 EAST CENTRAL CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (the "Corporation"), and as such officer I have personal knowledge of the Corporation; that the Fifth Amendment to Condominium Documents and Sixth Amendment to Condominium Documents, copies of which are attached hereto as Exhibit A and Exhibit B respectively, to Declaration of Condominium of 530 East Central, a Condominium, filed May 20, 1986, and recorded in Official Records Book 3787, page 2039, public records of Orange County, Florida, as amended, were duly passed by the members of the Corporation on April 3, 1989. The amendments were passed at a duly noticed and called meeting by the requisite majority of the members of the Corporation.

Dated this 12 day of July, 1989:

Signed in the presence of:

530 EAST CENTRAL CONDOMINIUM
ASSOCIATION, INC., a Florida
nonprofit corporation


Two witnesses

By: 
Jack Mayer, its president

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12 day of July, 1989 by JACK MAYER as president of of 530- EAST CENTRAL CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation, for and on behalf of the corporation.

My commission expires:


Notary Public

(Affix notarial seal)

3299307 ORANGE CO. FL.
04.17.86pm 07/19/89

OR4098PG2777

26177001/CECCH:262

This instrument prepared by
and should be returned to
Ms. Phyllis A. Hood
HOLLAND & KNIGHT
P. O. Box 1528
Orlando, FL 32802 ✓

EXHIBIT A

FIFTH AMENDMENT TO CONDOMINIUM DOCUMENTS

530 East Central, a Condominium

1. Offering Circular for 530 East Central, a Condominium.

(a) Original Text:

XI. CLOSING EXPENSES.

The following is a schedule of estimated closing expenses to be paid by a purchaser of an individual Unit at the Condominium at or before closing:

A. Association assessment against the Unit for common expenses prorated from the date of closing to the first day of the next succeeding assessment period.

B. If a purchaser is utilizing mortgage financing in the acquisition of his Unit, he may be required by the mortgage lender to pay the closing costs of the mortgage loan to the mortgage lender. These costs are determined in the sole discretion of the mortgage lender and the Developer has no means of ascertaining their amount.

C. Attorney's fees for any attorney retained by the Purchaser.

D. Documentary stamps to be affixed to the warranty deed.

E. The cost of recording the warranty deed and any mortgage releases.

F. Any utility connection fees paid by Seller in order to obtain electrical or other service to the Unit.

G. Real estate taxes and other expenses and revenues of said Property shall be prorated as of the closing date. The Developer shall be responsible for that portion of the taxes from January 1 of the year of closing through the day prior to the closing date. The Purchaser shall be responsible for that portion of the taxes from the closing date through December 31 of the year of closing. If the current year's assessment is not available, then the taxes will be prorated on the basis of the prior year's tax, provided, however, that the taxes shall be prorated upon receipt of the tax bill for the year in which the closing takes place.

H. Initial capital contribution to the Association in an amount equal to two times the monthly assessment. This is in addition to the monthly assessments payable to the Association.

I. Pending liens for any public improvements and all additional costs imposed by changes adopted by any governmental authority.

J. Seller, at Seller's expense, shall provide Purchaser with an Owner's title insurance policy (ALTA Form A).

004090PG2770

(b) Amended Text:

XI. CLOSING EXPENSES.

The following is a schedule of estimated closing expenses to be paid by a purchaser of an individual Unit at the Condominium at or before closing:

A. Association assessment against the Unit for common expenses prorated from the date of closing to the first day of the next succeeding assessment period.

B. If a purchaser is utilizing mortgage financing in the acquisition of his Unit, he may be required by the mortgage lender to pay the closing costs of the mortgage loan to the mortgage lender. These costs are determined in the sole discretion of the mortgage lender and the Developer has no means of ascertaining their amount.

C. Attorney's fees for any attorney retained by the Purchaser.

~~D. Documentary stamps to be affixed to the warranty deed.~~

D. ~~E.~~ The cost of recording the warranty deed and any mortgage releases.

E. ~~F.~~ Any utility connection fees paid by Seller in order to obtain electrical or other service to the Unit.

F. ~~G.~~ Real estate taxes and other expenses and revenues of said Property shall be prorated as of the closing date. The Developer shall be responsible for that portion of the taxes from January 1 of the year of closing through the day prior to the closing date. The Purchaser shall be responsible for that portion of the taxes from the closing date through December 31 of the year of closing. If the current year's assessment is not available, then the taxes will be prorated on the basis of the prior year's tax, provided, however, that the taxes shall be prorated upon receipt of the tax bill for the year in which the closing takes place.

G. ~~H.~~ Initial capital contribution to the Association in an amount equal to two times the monthly assessment. This is in addition to the monthly assessments payable to the Association.

H. ~~I.~~ Pending liens for any public improvements and all additional costs imposed by changes adopted by any governmental authority.

I. ~~J.~~ Seller, at Seller's expense, shall provide Purchaser with an Owner's title insurance policy (ALTA Form A).

2. Declaration of Condominium of 330 East Central, a Condominium.

(a) Original Text:

18. REMEDIES FOR VIOLATION.

Each Unit Owner, his family, invitees and tenants, shall be governed by and conform to this Declaration, the Articles, the By-Laws and the rules and regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

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(b) Amended Text:

18. REMEDIES FOR VIOLATION.

Each Unit Owner, his family, invitees and tenants, shall be governed by and conform to this Declaration, the Articles, the By-Laws and the rules and regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. Additionally, the Association may levy reasonable fines against a Unit for the failure of the Unit or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-Laws, or reasonable rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$50.00 per violation nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the Unit owner and, if applicable, its licensee or invitee.

(c) Original Text:

20. SALE OR LEASE.

Until August 1, 1987, if a unit owner who purchased his unit prior to August 1, 1986, at the prerenovation or preconstruction prices, offers his Unit for sale, the Developer shall have the option to purchase the Unit upon the same terms and conditions as the Unit Owner purchased the Unit from the Developer. Prior to the sale or transfer of any Unit sold before August 1, 1986, to any person other than the transferor's spouse or member of his immediate family or wholly-owned corporation, the Unit Owner shall notify the Developer in writing of the name and address of the person to whom the proposed sale or transfer is to be made, the terms and conditions thereof together with a copy of the agreement for such sale or transfer and such other information as may reasonably be required by the Developer. Failure to do so shall be deemed a breach hereof, and any sale or transfer in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser or transferee. If the proposed sale is bona fide and the Developer exercises its option with respect to same, the Developer shall, within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, deliver to the Unit Owner the deposit required under the terms of such agreement and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions of the Unit Owner's purchase of the Unit from Developer. The foregoing restriction on the sale of units shall not apply to any Mortgagee. Failure of the Developer to exercise the said option shall be stated in a certificate executed by the Developer, which shall be recorded in the Public Records of Orange County, Florida, by and at the expense of the proposed purchaser or transferee. The Association has the right to require that a substantially uniform form of lease be used for the leasing units. No lease shall be for a period of less than twelve (12) months, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Subleases of Units are prohibited. Units shall not be leased more than once in any twelve (12) month period. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. The Association must either approve or disapprove a lease within ten (10) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Association fails to give the Unit Owner written notice of its approval or disapproval of the proposed lease, the proposed lease shall be

deemed approved. The provisions of this subparagraph shall not be applicable to the Developer. Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Developer shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units owned by the Developer or such person, as the case may be, for any period and under any terms to any lessees, purchasers or transferees without the consent of any person including the Association being required. The provisions of this paragraph may not be amended without consent of the Developer.

(d) Amended Text:

20. SALE OR LEASE:

Until August 1, 1987, if a unit owner who purchased his unit prior to August 1, 1986, at the pre-renovation or preconstruction prices, offers his Unit for sale, the Developer shall have the option to purchase the Unit upon the same terms and conditions as the Unit Owner purchased the Unit from the Developer. Prior to the sale or transfer of any Unit sold before August 1, 1986, to any person other than the transferor's spouse or member of his immediate family or wholly owned corporation, the Unit Owner shall notify the Developer in writing of the name and address of the person to whom the proposed sale or transfer is to be made, the terms and conditions thereof together with a copy of the agreement for such sale or transfer and such other information as may reasonably be required by the Developer. Failure to do so shall be deemed a breach hereof, and any sale or transfer in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser or transferee. If the proposed sale is bona fide and the Developer exercises its option with respect to same, the Developer shall, within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, deliver to the Unit Owner the deposit required under the terms of such agreement and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions of the Unit Owner's purchase of the Unit from Developer. The foregoing restriction on the sale of units shall not apply to any Mortgages. Failure of the Developer to exercise the said option shall be stated in a certificate executed by the Developer, which shall be recorded in the Public Records of Orange County, Florida, by and at the expense of the proposed purchaser or transferee. The Association has the right to require that a substantially uniform form of lease be used for the leasing units. No lease shall be for a period of less than twelve (12) months, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Subleases of Units are prohibited. ~~Units shall not be leased more than once in any twelve (12) month period.~~ In order to maintain a community of congenial residents who are financially responsible and thus protect the value of all the Units, no Unit shall be leased without the written consent of the Association. The Association may require a personal interview with the proposed lessee and require the proposed lessee to complete an application including financial information. Each Unit Owner is responsible for its lessee's compliance with all the requirements of the condominium documents. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. The Association must either approve or disapprove a lease within ten (10) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Association fails to give the Unit Owner written notice of its approval or

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disapproval of the proposed lease, the proposed lease shall be deemed approved. The provisions of this subparagraph shall not be applicable to the Developer. Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Developer shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units owned by the Developer or such person, as the case may be, for any period and under any terms to any lessees, purchasers or transferees without the consent of any person including the Association being required. The provisions of this paragraph may not be amended without consent of the Developer.

3. Rules and Regulations of 520 East Central Condominium Association, Inc.

(a) Original Text:

(5) No vehicles other than automobiles shall be permitted to park within the Condominium Property, except for the purpose of making deliveries or providing repair services to a Unit. For purposes of this rule, "automobile" does not include any type of van, camper, truck, etc. No vehicle which cannot operate on its own power shall remain within the Condominium Property for more than 24 hours. No vehicles shall be repaired within the Condominium Property, except in emergencies.

(b) Amended Text:

(5) No vehicles other than automobiles shall be permitted to park within the Condominium Property, except for the purpose of making deliveries or providing repair services to a Unit. For purposes of this rule, "automobile" does not include any type of ~~van, camper, truck, etc.~~ camper. Mini-vans and small pick-up trucks shall be considered as automobiles for purposes of this paragraph but may be restricted as to where they can be parked. No vehicle which cannot operate on its own power shall remain within the Condominium Property for more than 24 hours. No vehicles shall be repaired within the Condominium Property, except in emergencies.

26177001/atcd:262
06/08/89

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EXHIBIT B

SIXTH AMENDMENT TO CONDOMINIUM DOCUMENTS

530 East Central, a Condominium

1. Articles of Incorporation of 530 East Central Condominium Association, Inc.

(a) Original Text:

ARTICLE VI

DIRECTORS

A. . . .

B. The Directors named in Article VII shall serve until the first election of a director or directors as provided in the By-Laws and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. Thereafter, Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term.

C. . . .

(b) Amended Text:

ARTICLE VI

DIRECTORS

A. . . .

B. The Directors named in Article VII shall serve until the first election of a director or directors as provided in the By-Laws and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. Thereafter, Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term. In order to provide continuity on the Board of Administration, at the special meeting in April 1989, the Director to be elected by the Developer shall serve a one year term; the Directors elected by the Association shall serve two year terms. Thereafter, all Directors elected at the expiration of the terms commencing in 1989 shall serve for terms of two (2) years each.

C. . . .

OR 4098 PG 2783

2. By-Laws of 530 East Central Condominium Association, Inc.

(a) Original Text:

ARTICLE II

DIRECTORS

Section 1. Number and Term. The number of directors ("Directors") which shall constitute the Association's Board of Administration shall be not less than three (3). Until succeeded by Directors elected at the first meeting of members ("Members"), Directors need not be Members of the Association, but, thereafter, all Directors, except for those Directors elected by the Developer, shall be Members of the Association. Within the limits above specified, the number of Directors shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify. The first Board of Administration shall have three (3) members. Directors which are appointed by the Developer and thereafter resign may be replaced by the Developer without any meeting or the consent of any person being required.

(b) Amended Text:

ARTICLE II

DIRECTORS

Section 1. Number and Term. The number of directors ("Directors") which shall constitute the Association's Board of Administration shall be not less than three (3). Until succeeded by Directors elected at the first meeting of members ("Members"), Directors need not be Members of the Association, but, thereafter, all Directors, except for those Directors elected by the Developer, shall be Members of the Association. Within the limits above specified, the number of Directors shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify. In order to provide continuity on the Board of Administration, at the special meeting in April 1989, the Director to be elected by the Developer shall serve a one year term; the Directors elected by the Association shall serve two year terms. Thereafter, all Directors elected at the expiration of the term commencing in 1989 shall serve for terms of two (2) years each. The first Board of Administration shall have three (3) members. Directors which are appointed by the Developer and thereafter resign may be replaced by the Developer without any meeting or the consent of any person being required.

RECEIVED & FILED
JUL 10 1989
COUNTY CLERK, DEPT. 15-16

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06/08/89

Rev
LSD
10.50

CERTIFICATE OF 530 EAST CENTRAL CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that I am duly elected President of 530 East Central Condominium Association, Inc., a Florida non-profit corporation (the "Corporation"), and as such officer I have personal knowledge of the Corporation; that the Seventh Amendment to Condominium Documents, a copy of which is attached hereto as Exhibit A, to Declaration of Condominium of 530 East Central, a Condominium, filed May 20, 1986, and recorded in Official Records Book 3787, Page 2039, public records of Orange County, Florida, as amended, was duly passed by the members of the Corporation on April 3, 1989. This Amendment was passed at a duly noticed and called meeting by the requisite majority of the members of the Corporation.

Dated this 27th day of January, 1992.

Signed in the presence of:

[Signature]
[Signature]
Two Witnesses

530 EAST CENTRAL CONDOMINIUM
ASSOCIATION, INC., a Florida
non-profit corporation

By: [Signature]
Sid Gaines, as its President
c/o Sentry Management, Inc.
2180 West SR 434, Suite 5000
Longwood, Florida 32779
(407) 788-6700

STATE OF FLORIDA
COUNTY OF ORANGE

4022034 Orange Co. FL.
03/16/92 03:03:12PM

OR4385 PG4388

The foregoing instrument was acknowledged before me this 27th day of January, 1992 by Sid Gaines, President of 530 East Central Condominium Association, Inc., who is personally known to me and who did take an oath.

[Signature]
Print Name: KAREN McNEARY
Notary Public
My Commission Expires:

This instrument prepared by
and return to:
L. Wagman
Sentry Management, Inc.
2180 West SR 434, Suite 5000
Longwood, Florida 32779

JH.530ECEN.lw

EXHIBIT A

SEVENTH AMENDMENT TO CONDOMINIUM DOCUMENTS
530 East Central, a Condominium

1. Articles of Incorporation of 530 East Central Condominium Association, Inc.

ARTICLE VI

DIRECTORS

A.

B. The Directors named in Article VII shall serve until the first election of a director or directors as provided in the By-Laws and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. Thereafter, Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term. In order to provide continuity on the Board of Administration, at the special meeting in April 1989, the Director to be elected by the Developer shall serve a one year term; the Directors elected by the Association shall serve two year terms. Thereafter, all Directors elected at the expiration of the terms commencing in 1989 shall serve for terms of ~~two (2)~~ three (3) years each.

C.

2. By-Laws of 530 East Central Condominium Association, Inc.

ARTICLE II

DIRECTORS

0R4385 PG4389

Section 1. Number and Term. The number of directors ("Directors") which shall constitute the Association's Board of Administration shall be not less than three (3). Until succeeded by Directors elected at the first meeting of members ("Members"), Directors need not be Members of the Association, but, thereafter, all Directors, except for those Directors elected by the Developer, shall be Members of the Association. Within the limits above specified, the number of Directors shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify. In order to provide continuity on the Board of Administration, at the special meeting in April 1989, the Director to be elected by the Developer shall serve a one year term; the Directors elected by the Association shall serve two year terms. Thereafter, all Directors elected at the expiration of the terms commencing in 1989 shall serve for terms of ~~two (2)~~ three (3) years each. The first Board of Administration shall have three (3) members. Directors which are appointed by the Developer and thereafter resign may be replaced by the Developer without any meeting or the consent of any person being required.

JH.530ECEN.1w

3/11/89
JH.530ECEN.1w
3/11/89

This Instrument Prepared By:
D. Andrew Smith, III, Esquire
Return to:
Shepard Law Offices, P.A.
111 South Maitland Avenue
Maitland, Florida 32794

INSTR 20060180524
OR BK 08538 PG 2810 PGS=2
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
03/20/2006 01:22:25 PM
REC FEE 18.50

**EIGHTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTION OF 530 EAST CENTRAL CONDOMINIUM ASSOCIATION, INC.**

THIS AMENDMENT is made this 13th day of October, 2004, by 530 East Central Condominium Association, Inc.

WITNESSETH

WHEREAS, 530 East Central Condominium Association, Inc. (hereinafter the Association) is a Condominium Association located in Orange County, Florida; and

WHEREAS, the Property was made subject to a Declaration of Condominium (hereinafter the Declaration), which Declaration is recorded among the Public Records of Orange County, Florida, at Official records Book 3787, at Page 2039; and

WHEREAS, pursuant to Article 8 of the Declaration, the Declaration may be amended at any regular or special meeting of the Unit Owners by an affirmative vote of more than fifty percent (50%) of the Units; and

WHEREAS, more than fifty percent (50%) of the Units voted in favor of this Amendment at a special meeting called for the purpose of amending the Declaration and in accordance with the Bylaws of the Association.

NOW, THEREFORE, the Declaration of Covenants and Restrictions of 530 East Central Condominium Association, Inc. is and shall be amended as follows (additions noted by underline, deletions by ~~strikeout~~):

1. The following section is added to Article 11 as Section E:

E. There shall be no material alteration or substantial addition to the common elements of the Association or to real property which is Association property except upon an affirmative vote of more than seventy-five percent (75%) of the Units present, in person or by proxy, at a regular or special meeting of the Unit Owners duly called in accordance with the Bylaws.

IN WITNESS WHEREOF, the President of 530 East Central Condominium Association, Inc., has executed this First Amendment to the Declaration of Condominium of 530 East Central Condominium Association on the date first written above.

CERTIFICATION

I HEREBY CERTIFY that I am the President of 530 East Central Condominium Association, Inc., and that the foregoing amendment to the original Declaration of Condominium of 530 East Central Condominium Association, Inc., as recorded among the Public Records of Orange County, Florida in Official Records Book 3787, at Page 2039, was duly adopted at a special meeting of the Unit Owners by the approval of more than fifty percent (50%) of the Units.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of the Association, this 9th day of March, 2004. 2004

Signed, Sealed and Delivered
in the presence of:

530 East Central Condominium
Association, Inc.

Leigh R. Meininger

Witness:

Print Name: LEIGH R. MEININGER

By: [Signature]

Christopher Bashley
As its President

530 E. Central Blvd.
Orlando, FL 32801

Witness:

Print Name: Jodi A. Sweetland

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 9th day of March, 2004, by Christopher Bashley as President of 530 East Central Condominium Association, Inc. 2004

Jodi A. Sweetland
Notary Public State of Florida

Personally known or identification produced: to me



Rec Fee \$ 45.00 THOMAS H. LOCKER,
Add Rec \$ 6.00 Orange County
Doc Tax \$ Comptroller
Int Tax \$ By
Total \$ 51.00 Deputy Clerk

29367 L. CARDINACE, JR. FL.
03 45-40PM 02/02/88

OR3954 PG3514

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
530 EAST CENTRAL, A CONDOMINIUM

Fidelity Federal Savings & Loan Association and Sun Bank, N.A., co-trustees; Danis Industries Corporation; Robert B. Davis; Bruce Decker and Barbara M. Plourde; Martha L. Bowman; Howard J. Goren and Virginia G. Goren, husband and wife; John W. Kenney, Jr. and Karla Kay Kenney, husband and wife; Robert A. Koch; Isaac Kreps and Sarah Kreps, husband and wife; Robert E. Lauria and Ronald G. Lauria; Ronald G. Lauria; Jack Mayer and Sally Mayer, husband and wife; Brian M. Millan; Roseann E. Roth; Joel S. Stahl; and John F. Varian, the unmarried widower of Elayne H. Varian; being all of the unit owners in 530 East Central, a Condominium, according to the Declaration of Condominium of 530 East Central, a Condominium, as recorded in Official Records Book 3787, page 2039, and plats thereof recorded in Condominium Plat Book 13, pages 1-23, public records of Orange County, Florida, as amended (the "Declaration"), hereby amend the Declaration pursuant to paragraph 8 therein as follows:

A. Offering Circular for 530 East Central, a Condominium.

1. Paragraph VI of the Summary is revised as follows:

There is ~~to be~~ no current contract for the management of the condominium property, but there may be a management contract in the future. Please refer to Section V of this Offering Circular.

2. The second paragraph of Section I-B is revised as follows:

Models A through F, ~~and I through J, and L,~~ listed above, contain two (2) bedrooms and two (2) bathrooms each. Model G contains one (1) bedroom and one and one-half (1-1/2) bathrooms, and Model H contains one (1) bedroom and one (1) bathroom. Models K and M contain two (2) bedrooms, two (2) bathrooms and one (1) den.

3. Section III-A(a) is revised as follows:

SWIMMING POOL, HYDRA SPA AND SUNDECK. There will be one ~~nonheated~~ heated pool in the Condominium. The pool will be for unit owners and their guests, and will be subject to the rules and regulations to be adopted by the Board of Directors of the Condominium Association.

The pool shall be a rectangular pool of approximately 575 square feet. Depths will run from 3.0 feet at the shallow end to 6.5 feet at the deepest point. The total capacity of the pool will be 30 people. The hydra spa shall be an octagonal pool of approximately 101 inches in diameter. The depth of the pool will be three feet and will contain four seats with a maximum load capacity of five people.

*Pool
info
must be heated*

Shall be octagonal

This instrument prepared by
and should be returned to
Mr. Phyllis A. Hood
HOLLAND & KNIGHT
P. O. Box 1526
Orlando, FL 32802

The pools will be surrounded by a concrete plaza and multi-level wood deck area of approximately 7200 square feet. A free standing juice bar will be included in this area.

4. Section V is revised as follows:

THERE IS ~~TO BE~~ NO CURRENT CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY, BUT THERE MAY BE A MANAGEMENT CONTRACT IN THE FUTURE.

5. Section XI is revised to delete in their entirety subparagraphs D., E. and F. See Section XI for the present text.

B. Declaration of Condominium of 530 East Central, a Condominium.

1. Section VIII, E.(1) is revised as follows:

The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom or from another Unit or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit. The provisions of this Section shall also include access to all Units for pest control services.

Access to
Units

2. Section XI is revised to include the following paragraph:

E. The Developer is authorized to construct a closet on the balcony of Unit 1902, which balcony is a Limited Common Element. The construction of the closet shall be authorized only if the outside walls of the construction shall have the same appearance of the existing walls with no adverse affect on the outside appearance of the Condominium property, and if the width of the wall encroachment will not exceed three feet onto the balcony.

Storage closet
1902

1. Section XIII, A. is revised as follows:

The Association, through its Board of Administration, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums. The annual Assessment shall initially be payable in advance, quarterly-monthly, on the first day of each such month; however, the Board of Administration shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy special assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of

Budget
Assessment
Assessment -
Monthly

OR3954 PG3515

Assessments has not been guaranteed by the Developer. The Board of Administration of the Association may, but shall not be required to, include sums to establish reasonable reserves against future contingencies in each annual Assessment.

2. Section XXII, A is revised as follows:

Purchase of Insurance. The Association shall use its best efforts to obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an "A+10" rating or better in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees. Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. e

*Insured
must be A+10*

C. Bylaws of 530 East Central Condominium Association, Inc.

1. Article II, Section IV, A(1) is revised as follows:

Three ~~One~~ years after 50 ~~51~~ percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

2. Article V, Section 2, B is revised as follows:

Regular annual meetings subsequent to the first meeting shall be held during the month of ~~February or March~~ October or November.

*Annual Meeting
3 Oct - Nov*

3. Article VII, Section 6, is revised as follows:

Payment of Assessments. All Assessments shall be paid timely to the Association. Assessments shall be made against Unit Owners not less frequently than ~~quarterly~~ monthly in advance, ~~not nor~~ less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all the unpaid operating expenses previously incurred.

D. All Related Documents. The correct zip code for the address of the Condominium property is 32801. Due to a scrivener's error, the zip code was initially included in the document as 32802.

OR3954 PG3516

IN WITNESS WHEREOF, the undersigned have executed
this Amendment as of the 10th day of December, 1987.

Signed in the presence of:

SUN BANK, N.A.,
as Co-Trustee

Alice L. Springer
Victoria M. Bryant
Two witnesses

By: [Signature]
as its Vice President

Signed in the presence of:

FIDELITY FEDERAL SAVINGS
& LOAN ASSOCIATION, as
Co-Trustee

[Signature]
Joseph Franklin
Two witnesses

By: [Signature]
as its Vice President

Signed in the presence of:

Angus A. Hood
Joseph Franklin
Two witnesses

[Signature]
Robert B. Davis

Signed in the presence of:

Angus A. Hood
Joseph Franklin
Rebecca Kreps
Isaac Kreps
Two witnesses

Isaac Kreps
Isaac Kreps
Sara Kreps
Sara Kreps

Signed in the presence of:

Angus A. Hood
Joseph Franklin
Two witnesses

[Signature]
John F. Varian

OR3954 PG3517

Signed in the presence of:

Joseph A. Horvath
Joseph A. Horvath
Joseph A. Horvath
Two witnesses

Bruce Decker
Bruce Decker
Barbara M. Flourde
Barbara M. Flourde

Signed in the presence of:

Joseph A. Horvath
Joseph A. Horvath
Joseph A. Horvath
Two witnesses

Robert E. Lauria
Robert E. Lauria
Ronald G. Lauria
Ronald G. Lauria

Signed in the presence of:

Joseph A. Horvath
Joseph A. Horvath
Joseph A. Horvath
Two witnesses

Roseann E. Roth
Roseann E. Roth
Roseann E. Roth
Roseann E. Roth

Signed in the presence of:

Joseph A. Horvath
Joseph A. Horvath
Joseph A. Horvath
Two witnesses

Ronald G. Lauria
Ronald G. Lauria
Ronald G. Lauria
Ronald G. Lauria

Signed in the presence of:

Joseph A. Horvath
Joseph A. Horvath
Joseph A. Horvath
Two witnesses

Howard J. Goren
Howard J. Goren
Virginia G. Goren
Virginia G. Goren

Signed in the presence of:

Robert S. Stahl
Robert S. Stahl
Robert S. Stahl
Two witnesses

Robert S. Stahl
Robert S. Stahl
Robert S. Stahl
Robert S. Stahl

DR3954 PG3518