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**DECLARATION OF CONDOMINIUM  
OF  
CLUB CORTILE CONDOMINIUM**

COPY

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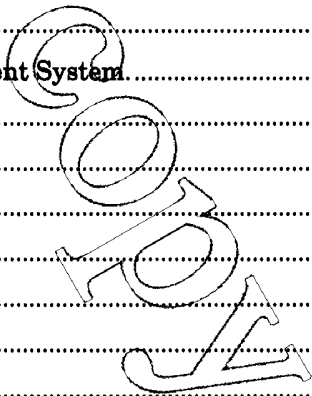
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## DECLARATION OF CONDOMINIUM

### CLUB CORTILE CONDOMINIUM

**THIS DECLARATION OF CONDOMINIUM** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2005 (the "Declaration") by **DARLIN, INC.**, a Florida corporation, having a mailing address of 1060 Edens Gate Court, Longwood, Florida 32750 (the "Developer"), for and on behalf of the Developer, its successors, assigns and grantees.

The Developer, being the owner of fee simple title of record to those certain lands located and situate in Osceola County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit only the lands described as Phase I land and improvements as set forth on Exhibit "A-1" to condominium ownership pursuant to the provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the "Condominium Act", as amended from time to time.

#### **1. NAME AND DESCRIPTION OF CONDOMINIUM PROPERTY.**

The name by which this condominium is to be identified is: **CLUB CORTILE CONDOMINIUM** (the "Condominium"). The overall site plan, floor plans, etc. for the entire Condominium, if submitted is set forth on Exhibit "A" attached hereto. At this time, only that real property set forth on Exhibit "A-I" is being submitted to the condominium form of ownership.

1.1. This Condominium shall be developed in phases pursuant to Section 718.403, Florida Statutes, with Phase I, Phase II and Phase III, consisting of the real property legally described and the units in the buildings and other improvements as shown on Exhibit "A-1", Exhibit "A-2", and Exhibit "A-3" attached hereto, being submitted to the condominium form of ownership by this Declaration. The Units in Phase I, Phase II and Phase III of this Condominium shall own an equal share in the Common Elements, regardless of square footage. Upon completion of the building in Phase I, Phase II and Phase III, a surveyor's certificate will be recorded certifying that the building, all Units within the building and their appurtenant Common Elements are substantially complete.

1.2. The impact, if any, which the completion of any Subsequent Phases (as defined below) would have upon the initial phase would be to increase the number of residents in the general area, decrease the share of ownership per Unit of the Common Elements and Common Expenses and increase the size of Common Elements.

1.3. If Developer determines to construct the remaining phases (the "Subsequent Phases"), they must be completed within seven (7) years of the date of the recording of this Declaration. In no event shall any Subsequent Phases be added or Units constructed seven (7) years after the date of recording of this Declaration. All improvements in any Subsequent Phase must be substantially completed prior to annexation to the Condominium.

1.4. Should the Developer decide, in its sole and absolute discretion, to add any of the proposed Subsequent Phases to this Condominium pursuant to Section 718.403, Florida Statutes, then any such proposed Subsequent Phase shall consist of the real property legally described and the units in the buildings and other improvements as shown on Exhibits "A-IV" through "A-XI" attached hereto, subject to the Developer's right to make non-material changes to said legal descriptions as set forth in paragraph 1.5 below. Phase I is described in paragraph 1.5(a) below. The other Phases, if added, will consist of the number of Units as described in paragraph 1.5(b) below.

1.5. The number, minimum, maximum and general size of Units to be included in each phase are as follows:

- (a) Phase I (Building 1), when constructed, will consist of one (1) building, with a total of eight (8) Units in a two (2) story building, which Units shall contain a maximum of one thousand five hundred (1500) square feet and a minimum of one thousand one hundred (1100) square feet for The Siena, The Genoa, and The Napoli floor plans, of heated and air-conditioned space. All such Units shall have a maximum of four (4) bedrooms and a minimum of three (3) bedrooms and a maximum of two (2) and a minimum of one (1) bathrooms. There will be a minimum and maximum of eight (8) Units in Phase I.

(b) Phases II through XI, if constructed (and subject to the minimum and maximum number of Units as set forth below), are planned to consist of one (1) building each, with a total of ten (10) Units in Phase II (Building 2), a total of twelve (12) Units in Phase III (Building 3), a total of twelve (12) Units in Phase IV (Building 4), a total of ten (10) Units in Phase V (Building 5), a total of twelve (12) Units in Phase VI (Building 6), a total of eight (8) Units in Phase VII (Building 7), a total of eight (8) Units in Phase VIII (Building 8), a total of twelve (12) Units in Phase IX (Building 9), a total of twelve (12) Units in Phase X (Building 10) and a total of twelve (12) Units in Phase XI (Building 11), all in two (2) story buildings, which Units shall contain a maximum of one thousand five hundred (1500) square feet and a minimum of one thousand one hundred (1100) square feet for The Siena, The Florenza, The Genoa, and The Napoli floor plans, of heated and air-conditioned space. All such Units shall have a maximum of four (4) bedrooms and a minimum of three (3) bedrooms and a maximum of two (2) and a minimum of one (1) bathrooms. There will be a minimum and maximum of eight (8) Units in Phases VII and VIII. There will be a minimum and maximum of ten (10) Units in Phases II and V. There will be a minimum of twelve (12) Units in Phases III, IV, VI IX, X and XI.

The Developer reserves the right to modify the plot plans for Phases IV through XI to allow the Developer the flexibility of varying the type and size of floor plans to be used in the buildings of Phases IV through XI including, but not limited to, increasing or decreasing the square footage of the Units above or below the range set forth above and below. The Developer specifically reserves the right to make non-material changes to the legal description of each Phase. In the event any amendment materially alters or modifies the rights of a prospective purchaser, said purchaser shall have a fifteen (15) day voidability period in accordance with the Act.

1.6. Each Unit shall own an equal share in the Common Elements and Common Surpluses, regardless of square footage.

1.7. Each Unit is entitled to one (1) vote in the Club Cortile Master Association, Inc. ("Club Cortile Master Association") and in the Club Cortile Condominium Association, Inc. ("Condominium Association").

1.8. The ownership of the Common Elements attributable to each Unit shall be that Unit's share of ownership, as set forth in paragraph 1.6. If any phase or phases are not developed and added as part of this Condominium, said share shall remain as provided in paragraph 1.6 for the phases built and submitted to the condominium form of ownership. If one or more phases are not built, the Units which are built are entitled to one hundred percent (100%) of ownership of all the Common Elements within the phases actually developed and added as part of the Condominium.

1.9. The Developer shall notify owners of existing Units any decision not to add one or more additional phases. Notice shall be by first class mail addressed to each owner at the address of the Unit or at their last known address.

1.10. The Developer is not required to convey any additional land or facilities to the Condominium after the completion of First, Second and Third Phase, of the Condominium, nor is the Developer obligated to construct the Subsequent Phases. Therefore, notwithstanding anything herein to the contrary, no portion of the Subsequent Phase Land or Association Property shall (i) be encumbered or in any way affected by this Declaration, or (ii) be part of the Condominium unless and until such portion of the Subsequent Phase Land is added to the Declaration by recordation of an amendment among the public records of the County, which Amendment is signed by the Developer or conveyed to the Association in a deed designating the land described therein as Association Property. The Developer shall have the right, at any time, to develop the Subsequent Phase Land as a different condominium, with different size units or density of units or with any other type of residential dwelling unit. There is no guaranty that any adjacent development will be consistent with the design of the First Phase of the Condominium.

1.11. Time share estates shall not be a part of this Condominium.

1.12. During the construction of this Condominium and any Subsequent Phase, the Developer, except for Units which have been conveyed to a Unit Owner, shall have the right to use any portion of the Condominium Property

including the Common Elements and Association Property and the Club Cortile Master Association Common Property (as hereinafter defined), for the construction, marketing and sale of Units.

1.13. Subsequent Phases may be added to this Condominium by the execution of an amendment to this Declaration by the Developer only, and such amendment shall not require the execution or consent of any Unit Owners other than the Developer. Such phases may be added out of sequence. At the time of annexation of a Subsequent Phase, all improvements within the phase shall be substantially complete.

1.14. No Subsequent Phases, other than those described herein, may be added to the existing Condominium without the prior written consent of HUD, VA and FNMA, if applicable. Such consent will not be reasonably withheld if the Subsequent Phase to be added substantially conforms to a plan of expansion which has been fully described in this Declaration.

## 2. DEFINITIONS.

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Condominium Association, shall be defined in accordance with the provisions of the Condominium Act and as follows, unless the context otherwise requires. All other definitions except as set forth herein shall be determined by the definitions set forth in Section 718.103, Florida Statutes as written as of the date of recording of this Declaration.

2.1. Assessment means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

2.2. Association Property has the meaning set forth in Section 6.3 of this Declaration.

2.3. Club Cortile means the lands and the improvements thereon which are from time to time subjected to the Club Cortile Master Covenants. Darlin, Inc. is the developer of Club Cortile.

2.4. Club Cortile Master Association means Club Cortile Master Association, Inc., a Florida corporation not for profit, and its successors, which is responsible for the operation and maintenance of the Club Cortile Master Association Common Property and such other duties as are from time to time designated in the Club Cortile Master Covenants.

2.5. Club Cortile Master Association Common Property means the land which is or will be improved by the Developer and is or will be subject to use rights for all owners subject to the Club Cortile Master Covenants as may be supplemented from time to time, all as more fully described in the Club Cortile Master Covenants.

2.6. Club Cortile Master Covenants means the Declaration of Covenants, Conditions, Restrictions and Easements for Club Cortile recorded in Official Records Book 11, page 115 of the current public records of Osceola County, Florida, as may be amended from time to time.

2.7. Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Condominium Association budget or take action on behalf of the Board.

2.8. Common Elements shall include:

- (a) All of those items stated in the Condominium Act at Section 718.108, Florida Statutes.
- (b) Tangible personal property deemed proper by the Condominium Association for the maintenance and operation of the Condominium.

(c) To the extent applicable, all hallways, corridors, elevators, trash dumpster, stairs, stairwells and all structural elements of the Condominium and all Condominium Property not included in the Units or in the Association Property.

2.9. Common Expenses shall include:

(a) Expenses of administration and management of the Condominium Association and of the Condominium Property and Association Property.

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements, any Limited Common Elements, Association Property and of any portions of Units to be maintained by the Condominium Association.

(c) The costs of carrying out the powers and duties of the Condominium Association.

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Condominium Association or the Condominium Act, or by Florida Statute.

(e) Any valid charge against the Condominium Property as a whole.

(f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Condominium Association pursuant to Sections 718.111 and 718.114, Florida Statutes.

(g) Assessments, if any, charged the Condominium Association or costs incurred by the Condominium Association in the operation, management, maintenance and repair of the stormwater system as permitted by the South Florida Water Management District ("District"), including lakes, retention areas, water management areas, ditches, canals, culverts, structures, related appurtenances, drainage structures and drainage easements.

2.10. Common Surplus means the excess of all receipts of the Condominium Association collected on behalf of a Condominium (including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements) over the Common Expenses.

2.11. Condominium Association means CLUB CORTILE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, and its successors, and as further defined in Section 718.103(2), Florida Statutes.

2.12. Condominium Parcel is a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.13. Condominium Property means the lands and personal property that are subjected to Condominium ownership, whether or not contiguous, including the Subsequent Phase Land if and when it is subjected to the terms and conditions of this Declaration, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.14. County means Osceola County, Florida.

2.15. Developer initially means Darlin, Inc., and its successors and assigns. Developer may assign all or a portion of its rights hereunder or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of the Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Condominium Association, and accordingly, shall not be deemed waived,

transferred or assigned to the Unit Owners, the Board or the Condominium Association upon transfer of control of the Condominium Association.

2.16. First Phase of the Condominium and/or Phase I of the Condominium means any portion of the Condominium Property and improvements more fully described in Exhibit "A-1".

2.17. Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, and the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, or Veterans Administration, or any institution under the conservatorship or receivership of the Resolution Trust Corporation or Federal Deposit Insurance Corporation or any such affiliate who shall hold or guaranty mortgage on the Condominium Parcel, including, without limitation, the Developer, if Developer holds a mortgage on a Condominium Parcel.

2.18. 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, as specified in Section 6.2 of this Declaration. References to Common Elements herein shall mean and refer to Limited Common Elements, unless the context would prohibit it or it is otherwise expressly prohibited.

2.19. Operation or operation of the Condominium means and includes the administration and management of the Condominium Property.

2.20. Special Assessment means any assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

2.21. Stormwater Management System or Surface Water Management System means a system which is designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

2.22. Subsequent Phase Land means that land or a portion thereof more fully described in Exhibits "A-II" through "A-XI" which may be subjected to this Declaration. Provided, however, until such time as the Subsequent Phase Land or part thereof is added to the Declaration by recording an amendment, such Subsequent Phase Land shall be free and clear of the terms hereof. Notwithstanding the foregoing, Developer has completed and will be submitting Phases II and III to condominium with the recording of this Declaration.

2.23. Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.24. Unit Owner or Owner of a Unit means the fee simple owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of the County, 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.

2.25. Utility Services shall include but not be limited to electric power, gas, water, telephone, air conditioning, garbage and trash disposal, sewers, and cable television, together with all other public service and convenience facilities.

2.26. Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one owner or by any entity.

### 3. EXHIBITS.

Exhibits attached to this Declaration of Condominium shall include the following:

- 3.1. Exhibit "A-I", "A-II" and "A-III" - The legal description of the land described as Phase I and submitted by this Declaration to the condominium form of ownership and a survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit. Upon substantial completion of a building and its appurtenant Common Elements, a surveyor's certificate will be attached to Exhibit "A-I", "A-II" and "A-III".
- 3.2. Exhibits "A-IV" through "A-XI" - The legal descriptions for the balance of the phases which may be dedicated by subsequent amendments and identified as Phases IV through XI, respectively, together with a survey of the land showing all existing easements and a graphic depiction of the improvements in which Units are located and a plot plan thereof, which together with the Declaration, are in sufficient detail to identify the Common Elements and each Unit by number so that no Unit bears the same designation as any other Unit.
- 3.3. Exhibit "B" - Intentionally Deleted.
- 3.4. Exhibit "C" - The Articles of Incorporation of the Condominium Association.
- 3.5. Exhibit "D" - The Bylaws of the Condominium Association.

### 4. EASEMENTS AND RESERVATIONS.

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, the Condominium Association and the Club Cortile Master Association, their successors and assigns, as follows:

- 4.1. Club Cortile Master Covenants. The Condominium Property shall be subject to the Club Cortile Master Covenants. This easement grants to the Club Cortile Master Association the right and obligation to maintain the Club Cortile Master Association Common Property. ~~Each~~ Unit Owner shall have as an appurtenance to ownership of each Unit an easement for ingress, egress and enjoyment of the Club Cortile Master Association Common Property all as more fully set forth in the Club Cortile Master Covenants. Notwithstanding the foregoing, nothing in the Club Cortile Master Covenants shall conflict with the duties of the Association or the rights of Unit Owners under the Condominium Act.
- 4.2. Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.
- 4.3. Utilities. Easements are reserved through the Condominium Property as may be required for utility service (including but not limited to cable TV and all other telecommunications systems, wiring, conduit, etc.) in order to serve the specific Condominium Property and Condominium Parcel, however, such easements shall be only in accordance with the plans and specifications for the building and improvements, or as the building or improvements are actually constructed, unless approved in writing by the Board of Directors and the affected Unit Owners. Further, it is understood and acknowledged that other properties adjacent to the Condominium may connect to the utility systems within the Condominium.
- 4.4. Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements and Association Property as may be from time to time intended and designated for such purpose and use; and such easement shall be for the use and benefit of the Unit



Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; 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 for parking purposes.

4.5. Easements and Reservations for Developer, Condominium Association, Club Cortile Master Association for Ingress, Egress and Utilities. There is reserved in the Developer, the Condominium Association, and the Club Cortile Master Association, their successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to condominium ownership hereunder for the benefit of the Developer, the Condominium Association, the Club Cortile Master Association and their respective successors and assigns and any designated provider of such utility services. Such right to create and install and use utilities shall not encumber or encroach upon any Unit or impair the exclusive use and ownership of any Unit. Such use of the lands for utilities shall be established as five feet (5') on either side of the actual installed improvement. There is reserved in the Developer, the Condominium Association, and the Club Cortile Master Association the right of ingress and egress over all of the Condominium Property.

4.6. Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units. There is hereby reserved in the Developer, its successors and assigns, the right to use the Units (including Units designated as a sales office and/or model Unit) for the marketing, sale, and advertising of all Units constructed. For so long as the Developer owns an interest in any land within Club Cortile with the intention to sell Units, the Condominium Association and the Condominium Association's management company is prohibited from restricting access to Club Cortile, including without limitation, this Condominium, by agents or sales prospects, including without limitation, any decision to close the vehicular access gate during daylight hours until all Units have been conveyed to Owners within Club Cortile. This reservation is made notwithstanding the use restrictions set forth in Article 12, and such reservation is intended with respect to the Developer, its successors and assigns, to be superior to such use restriction in Article 12. Such reservation shall continue for so long as the Developer, its successors and assigns, shall own an interest in any land within Club Cortile with the intention to sell Units to the public.

4.7. Easement through Interior Walls, Ceilings and Under Units. The Condominium Association and adjoining Unit Owners shall have easements in and through all interior walls, through the area between the ceiling and the roof and under the Units as necessary for the installation, maintenance and repair of pipes, wires and other conduits within said walls, ceilings or under the Units as required to provide utilities services to Units in the Condominium. Any damage to a Unit in gaining access to any such conduit shall be repaired by the person or entity responsible for repairing the conduit in question.

4.8. Permits, Licenses and Easements over Common Elements and Association Property. In addition to the rights of the Developer, the Condominium Association shall have the right to grant permits, licenses and easements over the Common Elements and Association Property for the installation, moving, and terminating of easements for utilities, roads and other purposes necessary for the operation of the Condominium.

4.9. Easements for Benefit of Subsequent Phase Land. The Developer hereby reserves for itself, its successors and assigns, and grants to all Owners and occupants of all or any part of the Subsequent Phase Land (and the owner of the adjacent land which is not a part of the Condominium, if any), regardless of whether same is added to this Condominium, and their family members, guests, tenants, servants, agents, licensees, invitees and any property owners' association formed to operate and maintain the Subsequent Phase Land if it is not made a part of this Condominium, a perpetual non-exclusive ingress, egress and access easement over and across the driveways and roadways located in the Condominium, the roadway which forms a part of the Association Property and ingress, egress use and enjoyment of any recreational improvements on the Association Property. The foregoing easement may be utilized for all proper and normal purposes including, but not limited to, ingress and egress, the furnishing of any and all services and facilities and the movement of construction materials and equipment in connection with the construction of any improvements on the Subsequent Phase Land. The easements granted by this paragraph are covenants running with the land as to both the Condominium and the Subsequent Phase Land.

4.10. Easements for Benefit of Land Subject to the Club Cortile Master Covenants. The Developer reserves for itself, its successors, nominees and assigns, a perpetual nonexclusive easement for the installation, maintenance, operation and connection of utilities and for stormwater drainage over and across the Condominium Property, including any land subjected from time to time to the Club Cortile Master Covenants for the benefit of itself and the adjacent land, their successors and assigns. The Developer further reserves the right to terminate the rights created by this paragraph, which termination shall not require the consent of any person(s) and shall automatically be exercised at such time as Developer records a Notice of Termination regarding the rights created by this paragraph among the public records of the County. As of the date hereof, Developer is the fee simple owner of all of the Condominium. However, it is Developer's intent that the rights created by this paragraph not merge with Developer's fee simple interest in the Condominium; instead, Developer, as well as any person or persons hereafter possessing any right, title and interest in the land from time to time subjected to the Club Cortile Master Covenants or adjacent land, shall be entitled to exercise the rights created by this paragraph, until such rights are terminated by Developer as provided above.

4.11. Recorded Easements and Licenses. The Condominium Property shall be subject to all easements and licenses as shown on Exhibit "A" attached hereto and to any other easements or licenses of record or of use as of the date of recordation of this Declaration. The recording data for all presently recorded easements and licenses appurtenant to or included in the Condominium has been set forth on Exhibit "A" attached hereto.

4.12. Emergency Access Easement. The Association and its authorized agents shall have an easement for access to all Units and Limited Common Elements as set forth in Section 9.7 below.

4.13. Easement for Association Service. The Association shall have a general easement over, across, through and under each Unit and each Common Element to perform any obligation imposed upon the Association by this Declaration or any other Association Document in connection with services to be provided by the Association, including any services in connection with pest control or the administration of the fire and safety monitoring service for the Condominium. Notwithstanding the foregoing, the Association shall not enter any Unit without reasonable prior notice to the Owner thereof, except in cases of emergency.

## 5. UNIT BOUNDARIES.

Each Unit shall include that part of the structure containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (a) Upper Boundaries - The lowest surface of the unfinished ceilings of the Unit.
- (b) Lower Boundaries - The lowest surface of the unfinished floors of the Unit.

5.2. The perimetrical boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries; and where there is attached to the Unit a balcony, it shall not be considered a part of the Unit to which it is attached and shall be considered a Limited Common Element for the exclusive use of the Unit to which it is attached.

5.3. 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.

5.4. Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in Exhibit "A" attached hereto and made a part hereof.

## 6. APPURTENANCES TO UNITS.

6.1. Appurtenances. There shall pass with each Unit as appurtenances thereto the following:

(a) The Owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the exclusive right to use the portion of the Common Elements and Association Property as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Condominium Association and the Club Cortile Master Association, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the Common Elements and Common Surplus being as designated and set forth in Exhibit "B" attached hereto and made a part hereof.

(b) 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.

(c) Membership of the Unit Owner in the Condominium Association and the Club Cortile Master Association, and the right to use and to access the Common Elements and Association Property of the Condominium and the Club Cortile Master Association Common Property, subject to the rules and regulations as adopted from time to time by the Condominium Association and the Club Cortile Master Association.

(d) A perpetual, non-exclusive easement for ingress and egress by the Owners, their families, guests, tenants, servants, agents, invitees and lessees over streets, walks, and other rights-of-way, including the Common Elements, the Association Property, the Club Cortile Master Association Common Property, serving the Units of the Condominium, necessary to provide reasonable access to the public ways.

(e) An exclusive easement for the use of such Limited Common Elements as may be designated for a particular Unit in this Declaration

(f) With respect to all parking which is surface parking within the outside, unassigned parking lots (which property is part of all Master Association Common Property), all Unit Owners will be entitled to use all parking spaces on a "first-come, first served" basis. All rights with respect to parking shall be shared with all other owners within the Club Cortile community. A Unit Owner may be temporarily prohibited from using certain parking spaces for periods of time that the Condominium Property or Club Cortile Master Association Common Property is being repaired.

6.2. Limited Common Elements. Each Unit shall have an exclusive use right for Limited Common Elements as follows:

(a) Balconies. The balcony appurtenant to a Unit is a Limited Common Element of the Unit having direct and exclusive access thereto.

(b) Air Conditioning and Heating Units. That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

6.3. Association Property; Conveyance of Association Property. The Association Property, if any, will be conveyed from the Developer to the Condominium Association within six (6) months from the substantial completion of the Condominium. The Association Property improvements will be substantially completed at the time of the conveyance of the first unit in the Condominium from the Developer to a Unit Owner. The Developer specifically disclaims any and all representations and warranties, expressed or implied, that the personal property to

be supplied by the Developer is all of the personal property which the Unit Owners will deem necessary or desirable for the management and operation of the Condominium. Any additional personal property shall be at the election and expense of the Unit Owners.

## **7. MAINTENANCE, ALTERATION AND IMPROVEMENT.**

Responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

### **7.1. Units:**

(a) **By The Condominium Association.** The Condominium Association shall maintain, repair and replace at the Condominium Association's expense:

All Common Elements and Association Property, except as provided in paragraph 7.10.

All portions of a Unit contributing to the support of the building, except interior surfaces, which portions shall include but not be limited to load-bearing columns, load-bearing walls and roofs.

All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the Unit.

All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1(a)(1), (2) and (3) above.

(b) **By The Unit Owner.** The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including, but not limited to, the water heater, air handlers and the air conditioning and heating unit which services the Unit Owner's Unit, including, but not limited to, the balcony and/or patio and that portion of the air conditioning and heating unit which is designated as a Limited Common Element. Included within the responsibility of the Unit Owner shall be all windows, screens and doors opening into or onto the Unit, sliding glass doors opening into or onto the Unit, carpeting, electrical fixtures and appliances in the Units, non-supporting walls and partitions, all contents of the Units and built-in cabinets in the Units. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners and shall be of a design, quality specification and decor consistent with the Condominium Property.

To promptly report to the Condominium Association defects or need for repairs for which the Condominium Association is responsible.

In the event any Unit Owner fails to comply with the maintenance, repair or replacement obligations set forth in paragraph 7.1(b)0 above, the Association has the right but not the obligation to perform such maintenance, repair or replacement obligations. The cost of such maintenance, repair or replacement shall be the responsibility of that Unit Owner and the Association shall have the right to demand reimbursement for its costs and such cost shall be payable by the responsible Unit Owner immediately upon receipt of a written invoice or statement. Nothing contained herein shall impose absolute liability for damages to the Condominium on the Unit Owners, and in the event a request for payment is made to cover costs for maintenance obligations not performed by the Unit Owner, such Unit Owner may make a written request for reconsideration to the Board of Directors within ten (10) days after receipt of the notice that said costs are due.

7.2. Alteration and Improvement.

(a) After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no material alteration or substantial additions to the Common Elements without the prior approval of eighty percent (80%) of the total voting interests of the Condominium Association. The cost of such material alteration or improvement shall be a Common Expense and so assessed. Any such material alteration or improvement shall not interfere with the rights of any Unit Owner respecting the use of his Unit without his consent.

(b) Subject to the restrictions set forth in Article 12, no Unit Owner shall make any addition, alteration, or improvement in or to his Unit, the Common Elements, the Limited Common Elements or the Association Property until the design, construction and specifications have been approved in writing by the Board of Directors (or an architectural review committee appointed by it) as to quality, design and materials, harmony with existing structures. In addition, any such alteration, addition, or improvement which is visible from the exterior of the Condominium Parcel shall be subject to the approval of the architectural control committee of the Club Cortile Master Association ("Club Cortile Master Association ACC") as provided in the Club Cortile Master Covenants. Any Unit Owner desiring to make such addition, alteration or improvement shall submit duplicate copies of the plans and specifications to the Condominium Association and, if applicable, to the Club Cortile Master Association ACC. The Club Cortile Master Association ACC shall have sixty (60) days and the ACC reviewer shall have fifteen (15) days to review such plans and specifications. In the event of a conflict between the Condominium Association and the Club Cortile Master Association ACC, the decision of the Club Cortile Master Association ACC shall prevail; provided, however, in no event shall any such decision violate any provision of the Condominium Act. Nothing contained in this Section shall be construed to lessen the obligation of any Owner to make prompt application for and obtain all necessary governmental permits and approvals and any other necessary approvals. In no event shall a Unit Owner make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Condominium Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the Condominium building containing his Unit, or impair any easement. The provisions of this Article shall not apply to the Developer.

A Unit Owner making or causing to be made any such additions, alterations, or improvements agrees, and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Condominium Association, Club Cortile Master Association ACC, Club Cortile Master Association, and any manager of the Condominium, together with all their officers, directors, partners, and all other Unit Owners, harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof, as may be required by the Condominium Association.

7.3. Hurricane Shutters. The Board of Directors may, from time to time, establish hurricane shutter or laminated glass or window film specifications which comply with the applicable building code and which establish permitted colors/tints, styles and materials for hurricane shutters or such laminated glass or indoor window film. Subject to the provisions hereof, the Condominium Association shall approve the installation or replacement of hurricane shutters or laminated glass and/or window film as applicable, conforming with the Board's specifications. The Board may, with the approval of the majority voting interests of the Condominium, install hurricane shutters or laminated glass or other indoor window film and may (without regard to approval of the membership) maintain, repair or replace such approved shutters or glass whether on or within Common Elements, Limited Common Elements, or Units; provided, however, that if laminated glass and/or window film in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection is installed, the Board will not install hurricane shutters in accordance with this provision. If shutters are permitted, all shutters shall remain open unless and until a storm or a storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare a Unit prior to departure by designating a responsible firm or individual to care for his Unit

should a hurricane threaten the Unit or should the Unit suffer hurricane damage and furnishing the Condominium Association with the names of such firm or individual.

7.4. Window Treatments. All window treatments must have an exterior appearance of white or off white when viewed from the exterior of the building.

## **8. CONDOMINIUM ASSOCIATION ASSESSMENTS AND COMMON EXPENSES.**

8.1. Common Expenses. The Condominium Association, through its Board of Directors, 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 Condominium Association may contract. The Common Expenses shall be an equal share for each Unit, regardless of square footage. The annual Assessment for each Unit shall commence when such Unit is made subject to the terms and conditions of this Declaration and shall initially be payable monthly in advance; however, the Board of Directors shall have the power to establish other collection procedures. In addition, the Condominium Association shall have the power to levy Special Assessments against Units in their respective shares for the following purposes: (i) 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 (see paragraph 8.6 hereof); (ii) for the costs incurred by the Condominium Association for specific purposes of a nonrecurring nature which are not capital improvements; or (iii) costs incurred by the Condominium Association for the acquisition, installation, construction or replacement of any capital improvements located or to be located within the Common Elements or Association Property. Unless waived pursuant to Section 718.112(2)(f), Florida Statutes, Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements or Association Property that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessment. In addition to the reserves which may be required to be maintained by the Condominium Association, the Board of Directors may include sums to establish reasonable reserves against future contingencies in each annual Assessment.

8.2. Liability for Assessments. A Unit Owner, regardless of the manner in which he acquired title to his Unit including, without limitation, a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments while he is the Owner of a Unit. A grantee of a Unit 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 the conveyance, except that the liability for prior Assessments of Institutional Mortgagees with a first priority lien acquiring title through foreclosure or deed in lieu of foreclosure shall be limited to the lesser of: (i) the Unit's unpaid Common Expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Condominium Association, or (ii) one percent (1%) of the original mortgage debt; provided, however, such Institutional Mortgagee with a first priority lien shall have first joined the Association in any foreclosure action. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, Association Property, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made. The Condominium Association may charge an administrative late fee, in addition to interest, on any late Assessment payments not to exceed the maximum amount permitted under the Condominium Act. No Institutional Mortgagee is required to collect Assessments. Failure to pay Assessments shall not be deemed a default under any mortgage, except as provided in the mortgage instrument. Any unpaid share of Common Expenses or Assessments for which an Institutional Mortgagee is relieved from liability under the provisions of this Declaration shall be deemed to be a Common Expense, collectible from all Unit Owners, including the acquirer of the Condominium Parcel, his successors and assigns. An Institutional Mortgagee may not, during the period of its ownership of such Condominium Parcel, whether or not such Condominium Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. Nothing contained herein shall abridge or limit the right or responsibilities of Institutional Mortgagees as set forth in the Condominium Act.

8.3. Assessments. The making and collection of Assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Condominium Association, shall be pursuant to the Bylaws of the Condominium Association, subject to the following provisions:

(a) Interest and Late Charge: Application of Payments. Assessments and installments on such Assessments paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid and there shall also be assessed as an Administrative late fee of five percent (5%) of the sum due but, not to exceed \$25.00. All payments on accounts shall be first applied to interest accrued by the Condominium Association, then to any Administrative late fee, then to costs and attorney's fees, and then to the delinquent assessment payment first due.

(b) Lien for Assessments. The Condominium Association shall have a lien against each Condominium Parcel for any unpaid assessments, including interest, costs and reasonable attorneys' fees incurred by the Condominium Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the public records of the county where located by filing a claim therein which states the description of the Condominium Parcel, the name of the record owner, the name and the address of the Condominium Association, the amount due and the due dates, and said lien shall continue in effect until all sums secured by said lien shall have been paid or one (1) year from the recording of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be executed and acknowledged by an officer of the Condominium Association, or by an authorized agent of the Condominium Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien.

8.4. Collection. Assessments shall be due and payable upon conveyance of the first Unit from the Developer to its purchaser. The Condominium Association shall have the power and authority to charge, assess and collect all fees, charges and assessments allowed by this Declaration, Florida law, the Articles or Bylaws from Unit Owners and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida.

8.5. Subordination of Lien. The lien for Assessments or other charges that the Condominium Association has on a Unit is subordinate to an existing first mortgage on the Unit, as the lien for Assessments or other charges is effective from and after the recording of said lien in the County.

8.6. Developer's Responsibility for Assessments. The Developer has agreed to guarantee the amount of payments due to the Condominium Association for the period commencing on the date of recording of the Declaration and each amendment, and continuing until December 31, 2006 (the "Guaranty Period"). Developer shall have the right, at its election, to extend the Guaranty Period through the later of (a) three (3) additional six (6) month periods; or (b) such time as all phases of the Condominium contemplated hereunder are constructed. The guaranteed amount for each Unit shall be as follows: \$148.99 per month for The Siena floor plans; \$148.99 per month for The Florenza floor plans; \$151.41 per month for The Genoa floor plans; \$151.41 per month for The Napoli floor plans. In accordance with the provisions of Section 718.116(9)(a)(2), Florida Statutes, the Developer shall be excused from the payment of assessments for the Units owned by Developer during the Guaranty Period and has agreed to pay any Common Expenses that exceed the guaranteed amount. The Developer shall pay those Common Expenses incurred during the Guaranty Period which exceed the amount assessed against other Unit Owners; provided however that so long as the Condominium Association has maintained all insurance coverages required by Section 718.111(11)(a), Florida Statutes, the Common Expenses incurred during the Guaranty Period resulting from a natural disaster or an Act of God which are not covered by insurance proceeds from the insurance maintained by the Condominium Association may be assessed against all Unit Owners, including the Developer, in accordance with their share of Common Expenses on the date of such natural disaster or act of God. The Developer does not intend to extend the guaranty beyond the Guaranty Period.

8.7. Reserve Accounts. In accordance with the provisions of Section 718.112(2)(f), Florida Statutes, prior to turnover of control of the Condominium Association to the non-developer Unit Owners, the Developer may vote to waive the reserves for the first two (2) fiscal years of the Condominium Association's operation, beginning with the fiscal year in which the Declaration is recorded. The Developer has elected to vote to waive reserves during the first fiscal year of the Condominium Association's operation.

8.8. Club Cortile Master Association Assessments. In addition to those assessments due hereunder, every Unit shall be assessed by the Club Cortile Master Association in accordance with the terms of the Club Cortile Master Covenants. These assessments shall be in addition to, and not in lieu of, any and all assessments due hereunder.

## 9. CONDOMINIUM ASSOCIATION.

The operation of the Condominium shall be by the Condominium Association, which shall fulfill its functions pursuant to the following provisions:

9.1. Membership and Voting Rights in Condominium Association. Membership of each Unit Owner in the Condominium Association is mandatory and shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Condominium Association. The interest of each Unit Owner in the funds and assets held by the Condominium Association shall be in the same proportion as the liability of each such Owner for Common Expenses. Each Unit shall be entitled to one vote in the Condominium Association.

9.2. Articles of Incorporation. A copy of the Articles of Incorporation of the Condominium Association, which sets forth its powers and duties, is attached as Exhibit "C" and made a part hereof.

9.3. Bylaws. A copy of the Bylaws of the Condominium Association is attached as Exhibit "D" and made a part hereof.

9.4. Restraint Upon Assignment of Shares and Assets. The Unit Owner's share in the funds and assets of the Condominium Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.5. Condominium Association Name. The Condominium Association shall be named as provided in paragraph 2.2 herein and shall be a corporation not-for-profit.

9.6. Purchase or Lease of Properties. The Condominium Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Sections 718.111 and 718.114, Florida Statutes.

9.7. Condominium Association's Access to Units. The Condominium Association and its authorized agents shall have the right to enter the Condominium Units and Limited Common Elements at reasonable times for the purposes making repairs or otherwise maintaining the Condominium Property other than the Units, or to abate emergency situations which threaten damage to the Condominium Property other than the Unit entered. Each Unit Owner shall be required to deliver at closing and keep on file with the Condominium Association, a key or keys that will allow access to the Unit in the event of emergency. Said keys shall be accessible only by designated individuals in an emergency situation.

9.8. Right of Action. The Condominium Association and any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provisions of the Condominium documents or the decisions made by the Condominium Association.

## 10. INSURANCE.

The insurance that shall be carried upon the Condominium Property shall be governed by the following provisions:

10.1. Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Condominium Association. The named insured shall be the Condominium Association individually and as agent for the Unit Owners, without naming them, and as agent for their Institutional Mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the Institutional mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be



made to the Condominium Association or the insurance trustee designated below, and all policies and their endorsements shall be deposited with the Condominium Association or the insurance trustee as set forth herein.

10.2. Personal Property of Unit Owner. Unit Owners should obtain coverage at their own expense upon their personal property and improvements within their Unit not covered by the Condominium Association and for their personal liability and living expenses including without limitation, those matters in Section 0 and such insurance shall not be the responsibility of the Condominium Association.

10.3. Coverage.

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Condominium Association. Coverage shall afford protection against:

Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

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

Hazard policies issued to protect Condominium Buildings shall provide that the word "building", wherever used in the policy, shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications, or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include Unit floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only on Unit and all air conditioning compressors that service only an individual unit, whether or not located within the Unit boundaries.. With respect to the coverage provided by this paragraph, the Unit Owner shall be considered as an additional insured under the policy.

(b) Public Liability. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Condominium Association, including, but not limited to, hired vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Unit Owner as a group to a Unit Owner.

(c) Worker's Compensation. Worker's Compensation insurance to meet the requirements of law.

(d) Flood Insurance. Flood Insurance, where required by federal or other regulatory authority.

(e) Liability Insurance. Liability Insurance for its officers and directors or persons who are in control or disburse funds of the Condominium Association.

(f) Other. Such other insurance that Board of Directors of the Condominium Association shall determine from time to time to be desirable.

(g) Insurance/Fidelity Bond. The Condominium Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Condominium Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Condominium Association or its management agent at any one time. The term "persons who control or disburse funds of the Condominium Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Condominium Association. The Condominium Association shall bear the cost of bonding.

10.4. Premiums. Premiums upon insurance policies purchased by the Condominium Association shall be paid by the Condominium Association as a Common Expense.

10.5. Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Condominium Association shall be for the benefit of the Condominium Association and the Unit Owners and their Institutional Mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Condominium Association or a named insurance trustee as Trustee or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Condominium Association when required by this Declaration (hereinafter referred to as the "Insurance Trustee"). The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their Institutional Mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee.

(a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit as set forth on Exhibit "B" attached hereto.

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

When the 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, said cost to be determined by the Condominium Association.

When the 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.

(c) Institutional Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the Institutional Mortgagee and the Unit Owner as their interest may appear; provided, however, that no Institutional Mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no Institutional Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and Institutional Mortgagee pursuant to the provisions of this Declaration.

(d) Insurance Trustee. An Insurance Trustee need not be appointed until there exists a major damage as defined in paragraph 11.1(b) and 11.6(b)(2) or until there shall have been a request by an Institutional Mortgagee for such appointment.

10.6. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, remittances to Unit Owners and their Institutional Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Institutional Mortgagee of a Unit.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their Institutional Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the Institutional Mortgagee of a Unit.

(d) In making distribution to Unit Owners and their Institutional Mortgagees, the Insurance Trustee may rely upon a Certificate of the Condominium Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7. Condominium Association as Agent. The Condominium Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Condominium Association and to execute and deliver releases upon the payment of a claim.

## **11. RECONSTRUCTION OR REPAIR AFTER CASUALTY OR CONDEMNATION.**

11.1. Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged or taken by casualty or by condemnation or deed in lieu thereof, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements, Association Property and Limited Common Elements / Minor Damage or Condemnation. If the damaged or taken improvement is a Common Element, Association Property and/or Limited Common Element, or if the damaged or taken improvement is a building in which less than sixty percent (60%) of the Units to which the Common Elements are appurtenant are untenable, then the damaged or taken property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Major Damage. If the damaged or taken improvement is a building, and if Units to which sixty percent (60%) of the Common Elements are appurtenant are found by the Board of Directors to be not tenable, then the damaged or taken property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within one hundred sixty (160) days after the casualty, the Owners of sixty-seven percent (67%) of the Common Elements and fifty-one percent (51%) of the Eligible Institutional Mortgagees agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Condominium Association made by its President and attested by its Secretary as to whether or not the damaged or taken property is to be reconstructed or repaired.

11.2. Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Condominium Association, and if the damaged or taken property is in a building and reconstruction is not substantially in accordance with the original plans and specifications, then, approval by the Owners of not less than eighty percent (80%) of the Common Elements, including the Owners of all damaged or taken Units, together with the approval of fifty-one percent (51%) of the Eligible Institutional Mortgagees shall be required, which approval shall not be unreasonably withheld.

11.3. Responsibility. If the damage or taking is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Owner shall be responsible for reconstruction and repair

after casualty or taking. In all other instances, the responsibility of reconstruction and repair after casualty or taking shall be that of the Condominium Association. Each Owner hereby appoints the Condominium Association to be attorney-in-fact in any negotiating settlements or agreements.

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

11.5. Assessments. If it is determined that reconstruction and repair should occur and if the proceeds of insurance or condemnation are not sufficient to defray the estimated costs of reconstruction and repair by the Condominium Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against all Unit Owners in the case of damage or taking of Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage or taking of Common Elements shall be in proportion to the Unit Owner's obligation for Common Expenses.

11.6. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty or taking shall be paid to the Condominium Association or Insurance Trustee for the benefit of the Owners and the Institutional Mortgagees. They shall consist of proceeds of insurance held by the Condominium Association or the Insurance Trustee and funds collected by the Condominium Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Condominium Association. If the total of assessments made by the Condominium Association in order to provide funds for the payment of reconstruction and repair that is the responsibility of the Condominium Association is more than \$500,000.00, then the sums paid upon such assessments shall be deposited by the Condominium Association with the Insurance Trustee. In all other cases the Condominium Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

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

Condominium Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Condominium Association is less than \$500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Condominium Association, provided, however, that upon request by an Institutional Mortgagee that 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 provided for the reconstruction and repair of major damage.

Condominium Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Condominium Association is more than \$500,000.00, then the construction fund shall be disbursed in payment of such costs pursuant to the approval of an architect selected by the Board of Directors.

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 to the Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the Institutional Mortgagee jointly, who may use such proceeds as they may agree.

**Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance or condemnation proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund; except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any Institutional Mortgagee.

**Certificate.** Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon assessments shall be deposited by the Condominium Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Condominium Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Condominium Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when an Institutional Mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the Institutional Mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Condominium Association, or an Institutional Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires the approval of an architect named by the Condominium Association shall be first obtained by the Condominium Association prior to the disbursements in payment of costs of reconstruction and repair.

## **12. USE RESTRICTIONS.**

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1. **Units.** This is a residential Condominium, and therefore, each of the Units shall be occupied only as a single family residential private dwelling by no more than six (6) persons at any one time. No Unit may be divided or subdivided into a smaller Unit. Home-based occupations that meet all applicable zoning requirements may be operated out of the Units, provided, that: (i) there are no employees working within the Units, (ii) no signage and (iii) such use meets all other municipal code requirements.

12.2. **Common Elements, Limited Common Elements and Association Property.** The Common Elements, Limited Common Elements and Association Property shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. No alterations may be made by a Unit Owner to exterior landscaping and no additional gardens or plantings may be installed with respect to exterior landscaping.

12.3. **Nuisances.** No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements or Association Property that will increase the costs of insurance upon the Condominium Property.

12.4. **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

12.5. Leasing of Units. Entire Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Unit Owner. Any such lease shall be in writing and provide that all of the provisions of this Declaration, the Bylaws, the Rules and Regulations of the Condominium Association and the Club Cortile Master Covenants pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Condominium Association, the terms and provisions of the Declaration of Condominium, the Bylaws and the Club Cortile Master Covenants, and designating the Condominium Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenants, which covenant shall be an essential element of any such lease or tenancy agreement.

12.6. Signs and Flags. No signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Condominium Association and Club Cortile Master Association ACC except that the Developer shall be entitled to install such marketing signs as are necessary and convenient during the period of time the Developer is marketing the Units. Notwithstanding the foregoing, a Unit Owner may display one (1) portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veteran's Day may display in a respectful way the flag of the United States Army, Navy, Marine Corps or Coast Guard, which flag shall not be larger than 4 ½ by 6 feet.

12.7. Prohibited Parking and Vehicles. No commercial trucks or vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Condominium Association and Club Cortile Master Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominium, the Condominium Association, Unit Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it, has equipment affixed to it, or is used in a trade or business. No campers, recreational vehicles, boats or boat trailers may be parked or stored on the Condominium Property. Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Condominium Association and/or Club Cortile Master Association may be towed by the Condominium Association and/or Club Cortile Master Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Condominium Association and/or Club Cortile Master Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

12.8. Children. Children shall be allowed to reside in the Units, provided that an adult shall supervise any children in the Common Elements, the Association Property and the Club Cortile Master Association Common Property. No person under eighteen (18) years of age shall occupy a Unit unless his or her parent or the Unit Owner is also in residence.

12.9. Window Treatments. No reflective film or other type of window treatment shall be placed or installed on the inside or the outside of any Unit without the prior written consent of the Board of Directors of the Condominium Association and the Club Cortile Master Association ACC. All such window treatments, if approved, shall have an exterior appearance of white or off white.

12.10. Use of Doors, Windows, or Balconies. Except as provided in paragraph 12.6 above, no articles shall be hung or shaken from the doors, windows, or balconies. No articles shall be placed upon the outside window sills or outside of balcony railings of the Units. Balconies are not to be used for storage.

12.11. Grills and Broilers, etc. No gas or charcoal grills, burners, broilers, fryers or open flamed devices are permitted (i.e. only electric grills in compliance with applicable laws).

12.12. Storage. All storage must be kept inside the Unit. Fire regulations prohibit the storage of gasoline, paint, or any combustible items presenting a fire hazard. Common Elements cannot be used for storage purposes.

12.13. Pets. Unit Owners shall not be permitted pets. The Board of Directors is authorized from time to time to make additional rules regarding pets. Neither the Board, Developer, the Condominium Association nor the Club Cortile Master Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing in rules and regulations governing pets and any Unit Owner maintaining a pet on the Condominium Property shall indemnify and hold the Condominium Association, Club Cortile Master Association, Developer, each Unit Owner and the Boards harmless from any loss, claim or damage arising from or in connection with the maintenance of a pet on the Condominium Property or Club Cortile Master Association Common Property.

12.14. Refuse. All refuse shall be disposed of with care and in containers intended for such purpose. All trash must be contained in plastic trash bags and secured and placed in trash containers in the Condominium.

12.15. Satellite Dishes. Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed inside the balcony that is a Limited Common Element of a Unit shall be no larger than thirty inches (30") in diameter and must be approved in advance by the Condominium Association and the Club Cortile Master Association ACC, in accordance with federal law. Such devices shall not be placed on the roof, Common Elements or Association Property of the Condominium. In addition, Owners shall endeavor to assure that the location of such devices is screened to the extent possible from the view of others. The foregoing limitation shall not apply to the Condominium Association or to a telecommunication service provider.

12.16. Rules and Regulations. Reasonable regulations and rules concerning the use of the Condominium Property may be promulgated, modified or amended from time to time by the Board of Directors of the Condominium Association. Copies of such rules and regulations and amendments thereto shall be furnished by the Condominium Association to all Unit Owners and residents of the Condominium. The Condominium Association shall have the right, together with those persons/entities set forth in Section 718.303 of the Condominium Act, to enforce all restrictions set forth in this Article and in the Declaration in any manner it deems necessary, including without limitation injunctions, suits for damages, or fines.

12.17. Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium and Club Cortile, neither the Unit Owners nor the Condominium Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units or other units in Club Cortile. Developer may make such use of the unsold Units and Common Elements and Association Property, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property within Club Cortile, and the display of signs. In addition to these specific rules and regulations, the Board of Directors may establish reasonable rules and regulations on its own motion and vote which will govern the use, maintenance, and operation of the Common Elements and Association Property. Such rules and regulations shall be reasonable and shall be consistent with the maintenance of a high standard and quality use and maintenance of the Common Elements and Association Property. Such rules and regulations made by the Board of Directors may, in addition to new rules and regulations, clarify these existing rules and regulations.

### **13. STORMWATER MANAGEMENT SYSTEM.**

13.1. Blanket Easement. The plan for the development of the Club Cortile Condominium Community includes the construction of a Stormwater Management System, in accordance with all applicable permits issued by the South Florida Water Management District, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the Condominium Property. Developer hereby reserves for itself, its successors and assigns, and grants to the Condominium Association, the Club Cortile Master Association and their designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Condominium and any adjacent land and for access to operate, maintain and repair the Stormwater Management System.

13.2. Maintenance. The Club Cortile Master Association shall operate, maintain, and repair the Stormwater Management System as set forth in the Club Cortile Master Covenants.

#### 14. COMPLIANCE AND DEFAULT.

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Condominium Association, Unit Owners and such other persons as set forth in Section 718.303 of the Condominium Act, to the following relief in addition to the remedies provided by the Condominium Act:

14.1. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Condominium Association. There shall be no absolute liability imposed on such Owner.

14.2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Condominium Association to comply with the terms of the Declaration, Articles of Incorporation of the Condominium Association, the Bylaws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by any Court, before, at trial or appellate levels and administrative hearings, in bankruptcy or in post-judgment collection.

14.3. No Waiver of Rights. The failure of the Condominium 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 Condominium Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

#### 15. AMENDMENTS.

Except as provided herein, this Declaration of Condominium and the Articles and Bylaws of the Condominium Association, may be amended in the following manner:

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

15.2. Resolution – Notice. A resolution made by the Board for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

15.3. Resolution – Voting. A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Condominium Association or by the Unit Owners of the Condominium Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Except as provided herein, such approvals must be by not less than sixty-seven percent (67%) of the votes of the entire Unit Owners of the Condominium Association.

15.4. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it, unless the record Owner of the Unit concerned



and all Institutional Mortgagees on such Unit shall join in the execution of the amendment; provided, however, no such Institutional Mortgagee shall unreasonably withhold its consent. Any vote to amend the Declaration of Condominium relating to a change in the share of ownership in the Common Elements shall be conducted in accordance with the provisions in the Articles and Bylaws. Neither shall an amendment make any change in the paragraph entitled "Insurance" nor in the paragraph entitled "Reconstruction or Repair After Casualty" unless fifty one percent (51%) of the Eligible Institutional Mortgagees (as hereinafter defined) of any Condominium Property shall join in the execution of such amendment. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner shall join in the execution of such amendment. No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of the Club Cortile Master Association without the written consent of the Club Cortile Master Association.

15.5. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Condominium Association and attested by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in Osceola County, Florida.

15.6. Stormwater Management System. Any amendment of this Declaration which alters or affects the Stormwater Management System, including the water management portions of the Condominium Association Property, beyond maintenance in its original condition, must have the prior written approval of the District.

15.7. Scrivener's Errors. Prior to the transfer of control of the Condominium Association, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board of Directors, provided that such amendment does not materially and adversely affect the right of Unit Owners, lienors or mortgagees. This amendment shall be signed by Developer only and need not be approved by the Condominium Association, Club Cortile Master Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for amendment, and a copy of the amendment shall be furnished to each Unit Owner, the Condominium Association and all listed Institutional Mortgagees as soon after recordation thereof among the Public Records of the County and State in which the land is situate as is practicable. After the transfer of control of the Condominium Association, amendments for the correction of scrivener's errors or other nonmaterial changes may be made by the affirmative vote of two-thirds (2/3) of the Board of Directors and without the consent of the Unit Owners or the Institutional Mortgagees.

## 16. TERMINATION.

The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

16.1. Destruction. If it is determined as provided herein that the Building shall not be reconstructed because of major damage or taking by condemnation or deed in lieu thereof, the Condominium plan of ownership shall be terminated by the agreement of Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Condominium Association and by Eligible Institutional Mortgagees who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Institutional Mortgagees. "Eligible Institutional Mortgagee" shall mean those who hold a first mortgage on a Unit and who have requested notice, in writing, stating their name, address and the unit number of the mortgaged Unit.

16.2. Agreement. The Condominium may be terminated at any time by the approval in writing of seventy-five percent (75%) of record Owners of Units and Eligible Institutional Mortgagees. The Board shall notify the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division") before taking any action to terminate the Condominium. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of seventy-five percent (75%) of Eligible

Institutional Mortgagees, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the above recited option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units not approving of termination shall be exercised upon the following terms:

(a) Exercise of option. The option shall be exercised by delivering or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

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

16.3. Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Condominium Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in Osceola County, Florida. Upon recordation of the instrument evidencing consent of all of the Unit Owners to terminate the Condominium, the Condominium Association within thirty (30) business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the clerk.

16.4. Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Condominium Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

#### 17. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any paragraph, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Rules and Regulations of the Condominium Association shall not affect the validity of the remaining portions.

**18. RULE AGAINST PERPETUITIES.**

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

**19. JOINDER AND CONSENTS.**

A person who joins in or consents to the execution of this Declaration of Condominium subjects his interest in the Condominium Property to the provisions of the Declaration.

**20. ENFORCEABILITY.**

All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated. The terms and conditions of this Declaration may be enforced by the Developer, the Condominium Association, any Owner and Club Cortile Master Association.

**21. PARTITION.**

The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units. Shares in the Common Elements appurtenant to Units are undivided, and no action for partition of the Common Elements shall lie.

**22. CLUB CORTILE MASTER ASSOCIATION.**

22.1. Club Cortile Master Association. Club Cortile Master Association represents residents of Club Cortile generally, including residents of the Condominium and Club Cortile Townhome Owner's Association, Inc. Its members are those persons appointed or elected in accordance with the articles of incorporation and bylaws of the Club Cortile Master Association. Club Cortile Master Association, acting through its Board of Directors, shall have the powers, rights and duties with respect to Club Cortile as set forth in this Article and as more particularly described in the Club Cortile Master Covenants. After turnover, the Condominium shall have the right, together with the Club Cortile Townhome Owner's Association, Inc., to vote for its members to serve on the Board of Directors of the Club Cortile Master Association, subject to the terms and conditions of the articles of incorporation, bylaws and Club Cortile Master Covenants.

22.2. Assessments of Club Cortile Master Association. Club Cortile Master Association represents residents of Club Cortile Master Association shall be entitled to charge each Unit Owner an assessment for expenses incurred or to be incurred by the Club Cortile Master Association in fulfillment of its maintenance, operation and management responsibilities for Club Cortile Master Association Common Property. It is expressly provided that the Developer is exempt from all such assessments. The Club Cortile Master Association Common Property may include the gated entrance tower, common roads and roadways, parking areas, swimming pool, clubhouse, lake, water park recreational facility and dock, sidewalks, walking/jogging paths or trails, bicycle paths and other recreational facilities throughout Club Cortile. Club Cortile Master Association may provide certain services including vehicular access gate, water irrigation and sewage facilities, lighting of roads, garbage and trash collection and disposal, insect and pest control, legal, accounting and other administrative expenses, and such other costs and expenses and obligations as Club Cortile Master Association may deem necessary or desirable to perform any of the functions or services to be provided for the common benefit of property owners in Club Cortile. The enforcement and collection of such assessments is more fully set forth in the Club Cortile Master Covenants. The Club Cortile Master Association shall be entitled to collect such assessments through the Condominium Association and shall have a lien right upon the individual Units to enforce collection of such assessments, which shall also be enforced as a personal obligation of each Unit Owner.

22.3 Intentionally Deleted.

**22.4 Requirements for Amendments.** This Declaration shall not be amended in any manner so as to affect the rights of the Club Cortile Master Association without the written approval of Club Cortile Master Association. Any such approval shall be evidenced by a recordable instrument executed by the Club Cortile Master Association.

**22.5 Approval of Improvements.** Without the prior written consent of Club Cortile Master Association, no permanent improvements other than as set forth and shown in the Exhibits to this Declaration shall be constructed on the Condominium Property, and no substantial or material alterations of the exterior of any Building.

**22.6 Ingress and Egress Rights.** The Developer and Club Cortile Master Association and their respective agents and employees shall have the reasonable right of ingress and egress to the Condominium Property for the purpose of preserving, maintaining or improving the common roadways and providing access to public roads or other similar areas (whether within or without the Condominium Property), although nothing stated herein shall require the Developer or the Club Cortile Master Association to maintain any such properties located within the Condominium Property.

### **23. LIMITATION OF LIABILITY.**

**23.1. Unit Owner Liability.** 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 Bylaws. A Unit Owner may be personally liable for any damages caused by the Condominium Association in connection with the use of the Common Elements, but only to the extent of his or her pro rata share of that liability in the same share 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.

**23.2. Limitation on Condominium Association and Club Cortile Master Association Liability.** Notwithstanding anything contained in this Declaration, the Articles, Bylaws or rules and regulations of the Condominium Association or any other document governing or binding the Condominium Association ("Property Documents"), neither the Developer nor the Condominium Association will be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property, including without limitation, residents, their families, guests, invitees, licensees, agents, servants, contractors or subcontractors, nor for any property of such persons. There is a vehicular access gate at the entrance to the Club Cortile Community, which is intended to limit vehicular access to the Club Cortile Community, subject to the Developer's rights to access the Condominium Property as set forth in Sections 4.2 and 4.7. The gate is not intended to be a security gate or to protect an Owner's person or property from the acts of third parties and neither the Developer nor the Condominium Association nor Club Cortile Master Association shall be liable for any breaches of the gate, or whether or not the gate properly operates.

(a) It is the express intent of the Property Documents that the various provisions of the Property Documents which are enforceable by the Condominium Association and which govern or regulate the use of Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof.

(b) Neither the Developer nor the Condominium Association is empowered to enforce or ensure compliance with the laws of the United States, the State of Florida or the County or any other jurisdiction or to prevent tortious activities by Owners or third parties.

(c) The provisions of the Property Documents setting forth the uses of the Condominium Property which relate to health, safety or welfare will be interpreted as limitations on the uses of such funds and not as creating a duty of the Condominium Association or the Developer to protect or further the safety or welfare of the persons even if such funds are used for such purposes.

(d) Notwithstanding the duty of the Condominium Association to maintain and repair parts of the Condominium Property, the Condominium Association shall not be liable to Unit Owners for entry or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Condominium Association shall not be liable for any such injury or damage caused by defects in the design or workmanship or other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not the same shall have been approved by the Condominium Association as provided hereunder. The Condominium Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Condominium Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby or (ii) the Condominium Association could not obtain such insurance at reasonable cost or upon reasonable terms.

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

23.4. Owner Covenant. Each Unit Owner, his heirs, successors and assigns, by virtue of his or her acceptance of title, and each other person or entity having an interest or lien upon, or making the use of, any portion of the Condominium Property, by virtue of accepting such interest or lien or by making use thereof, will be bound by this paragraph and will be deemed to have automatically waived any and all rights, claims, demands or causes of action against the Condominium Association or the Developer arising from or connected with any matter for which the liability of the Condominium Association or the Developer has been disclaimed in this Article 23.

23.5. Noise Disclaimer. Each Unit Owner, by acceptance of a deed to his or her Unit, acknowledges and agrees that sound transmission in a multi-story building, such as a condominium, is very difficult to control, and that noises from adjoining or nearby Units or mechanical equipment, can often be heard in another unit. The Developer does not make, and specifically disclaims, any representation or warranty as to the level of sound transmission between and among the Units and other portions of the Condominium Property or Club Cortile. By acceptance of a deed, each Unit Owner will be deemed to have expressly released Developer from any loss, claim, liability or damage now or hereafter arising from or related to noise in the building.

23.6. Construction Inconveniences. Each Unit Owner, by acceptance of a deed to his or her Unit, acknowledges and agrees that during a period of construction within the Condominium and Club Cortile, if the construction of the Unit is completed prior to the completion of the construction of other units in the Condominium or other improvements within Club Cortile, there may be certain inconveniences to the Unit Owner until all construction within the Condominium and the Club Cortile is complete. Inconveniences may include noise, dust, odors and debris associated with construction, interference with access and temporary interruptions of utility services. In acceptance of a deed to his or her Unit, each Unit Owner acknowledges and agrees that the Developer shall have no liability or responsibility for any such inconvenience.

23.7. View Disclaimer. Each Unit Owner, by acceptance of a deed to his or her Unit, acknowledges that the Unit is being sold to the Owner without any guarantee of the view from the Unit and any view that the Unit currently enjoys may be impaired or obstructed by the construction of houses, fences, walls, landscaping, and other improvements in the Condominium and/or Club Cortile Condominium Community. Developer does not make, and specifically disclaims, any representation or warranty with respect to the view from the Unit, and Developer shall have no liability or responsibility for any loss, damage, or expenses incurred by an Owner that are occasioned by the view from a Unit or loss thereof.

## **24. REQUIREMENT OF FNMA, FHLMC, VA AND HUD.**

Notwithstanding anything herein to the contrary set forth in this Declaration of Condominium and its attached exhibits, the following shall prevail and be binding on all Unit Owners, the Developer, and anyone having an interest in the Condominium Property where a lender holds a mortgage upon a Unit in this Condominium and is subject to the Federal Home Loan Mortgage Corp. ("FHLMC"), Federal National Mortgage Association ("FNMA"), U. S. Department of Housing and Urban Development ("HUD"), and/or Veterans Administration ("VA") regulations:

24.1. Any first Institutional Mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Institutional Mortgagee, except as required by Florida Statute.

24.2. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Element of the Condominium Project, unless at least fifty-one percent (51%) of the Eligible Institutional Mortgages (based on one vote for each first mortgage owned), and by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Condominium Association (other than the sponsor, Developer, or builder) of the individual Condominium Units have given their prior written approval, Condominium Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium Project;
- (b) Change the ~~pro-rata~~ interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Condominium Unit and the Common Elements;
- (c) Partition or subdivide any Condominium Unit, or the exclusive easement rights appertaining thereto;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or Limited Common Elements. ~~(The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the Condominium Project shall not be deemed a transfer within the meaning of this clause);~~
- (e) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for more than the repair, replacement or construction of such Condominium Property substantially in accordance with the original plans and specifications and this Declaration;
- (f) Change the voting rights appertaining to any Unit; and
- (g) Amend any provisions of the Declaration, Articles or Bylaws which are for the express benefit of Institutional Mortgagees.

Notwithstanding the foregoing, if an Institutional Mortgagee fails to respond to any written proposal within thirty (30) days after it receives proper notice of the proposal, provided that notice was delivered by registered or certified mail with a return receipt requested, implied approval may be assumed.

24.3. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Parcel as a whole.

24.4. For so long as the Developer controls the Condominium Association, and provided that the Federal Housing Administration or Veteran's Administration has guaranteed a mortgage on a Unit, annexation of additional

properties (other than a Subsequent Phase amendment of this Declaration), amendment of Declaration, or dedication of the Common Elements or Association Property shall require the approval of HUD or VA, which approval shall not be unreasonably withheld.

24.5. Upon written request, the Condominium Association shall furnish the following notices to the Institutional Mortgagee of any Unit in the Condominium:

- (a) Notice of any condemnation or casualty loss that affects a material portion of the Condominium Property or the applicable Unit.
- (b) Notice of any delinquency and the payment of the Assessments or charges more than sixty (60) days past due as to the applicable Unit.
- (c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association.
- (d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

**25. MERGER AND CONSOLIDATION.**

As provided by Section 718.110(7), Florida Statutes this Condominium shall be entitled to merge or consolidate with any other condominium. The Board of Directors of the Condominium Association shall notify the Division before taking any action to merge or consolidate the Condominium. Said merger or consolidation shall allow the operation of the period though it was a single condominium for all matters, including budgets, assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefor in the declarations as initially recorded or in the Bylaws as initially adopted, subject, however, to the limitations of Sections 718.116 and 718.302, Florida Statutes. Such merger or consolidation shall be complete upon compliance with Section 718.110(7), Florida Statutes and may be subject to the approval of the VA/FHA.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 15<sup>th</sup> day of May, 2007.

Signed, sealed and delivered in the presence of:

Print Name: COLIN SCUDFIELD

Print Name: Mary Lou Bacchus

DARLIN, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Name: DARLYN HILL  
Title: V. PRESIDENT.

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of May, 2007, by DARRYL HILL, as VICE-PRESIDENT of Darlin, Inc., a Florida corporation authorized to do business in Florida, on behalf of the corporation, who is known to me and who did not take an oath.

Connie Sue McNeely

Notary Public, State of Florida

Print Name: CONNIE SUE MCNEELY

My Commission Expires: \_\_\_\_\_

Commission No. \_\_\_\_\_

(Corporate Seal)



CONNIE SUE MCNEELY  
MY COMMISSION # DD 268932  
EXPIRES: May 29, 2007  
Bonded Thru Budget Notary Services

# 2044849\_v8

2007





**EXHIBIT "A"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF ALL PROPOSED CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lots 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, Club Cortile, as recorded in Plat Book 7, Page 78,  
Public Records of Osceola County, Florida**

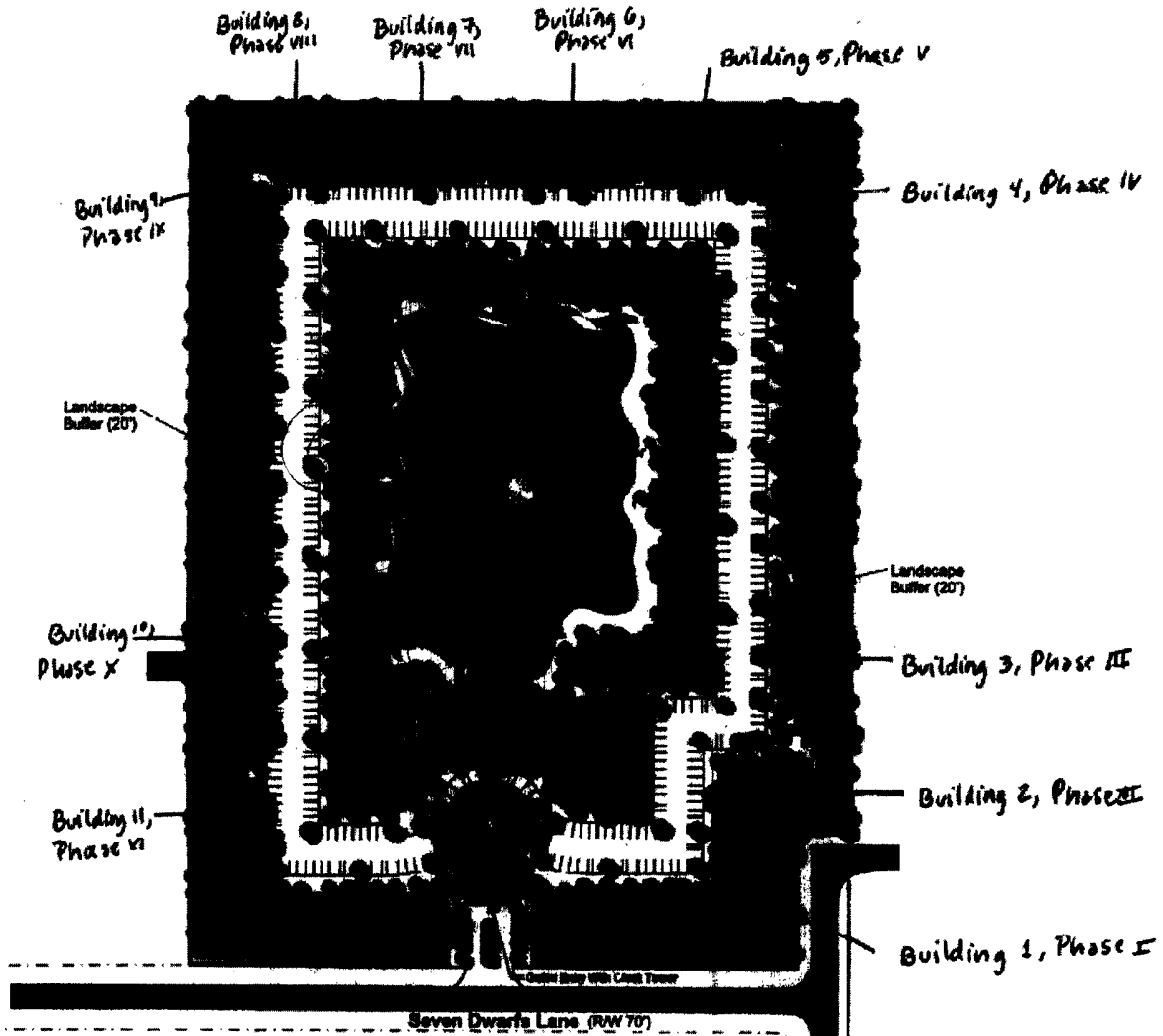
Copy

# Club Cortile

Section 12, Township 26 South, Range 28 East  
Osceola County, Florida

## Concept Plan

Date Revised: 29 April 2004

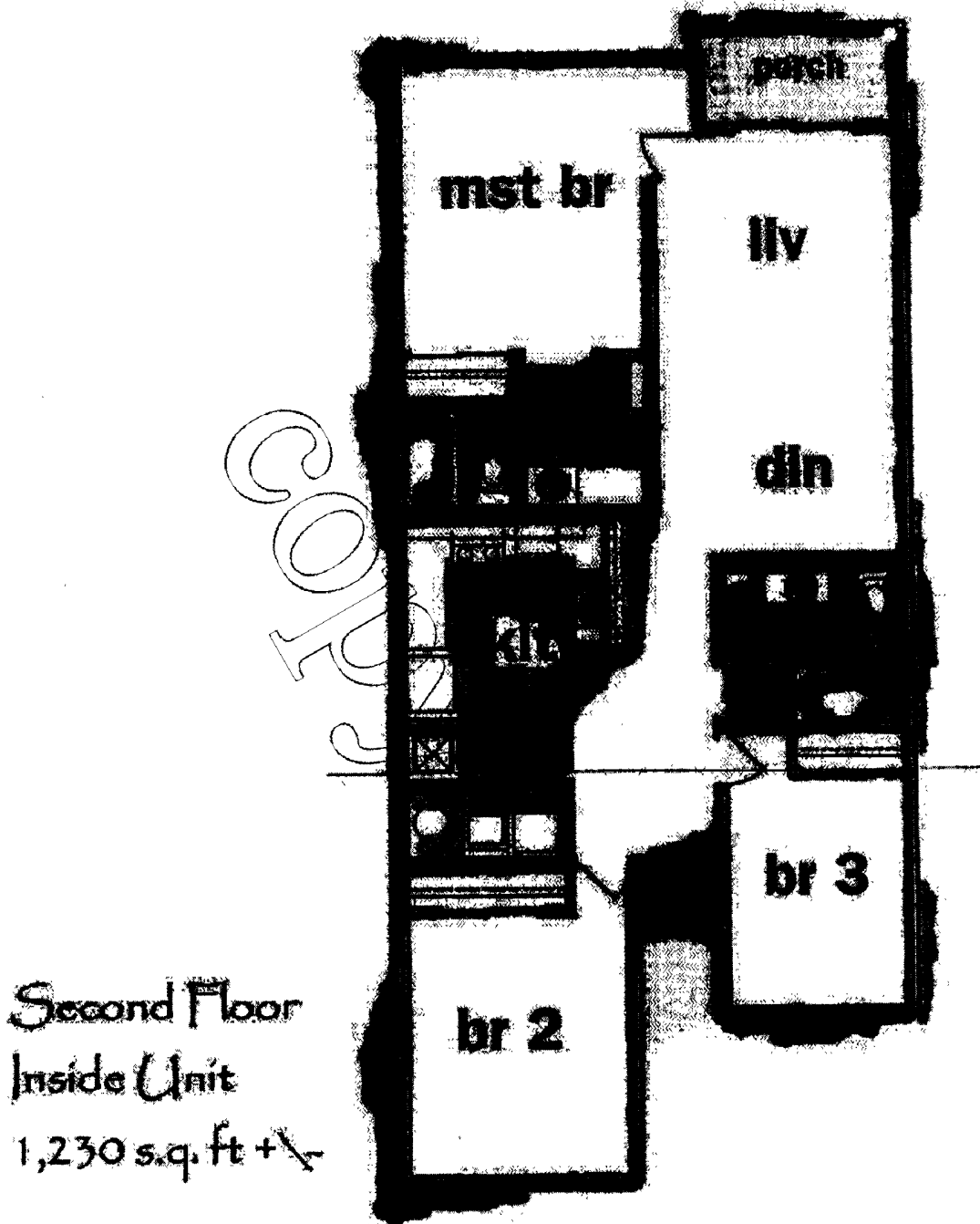


**Development Summary**  
106 Townhomes  
118 Condominiums

**Note:**  
This plan is a Preliminary Concept only. As such, it is subject to modification pending environmental and engineering considerations and agency review.

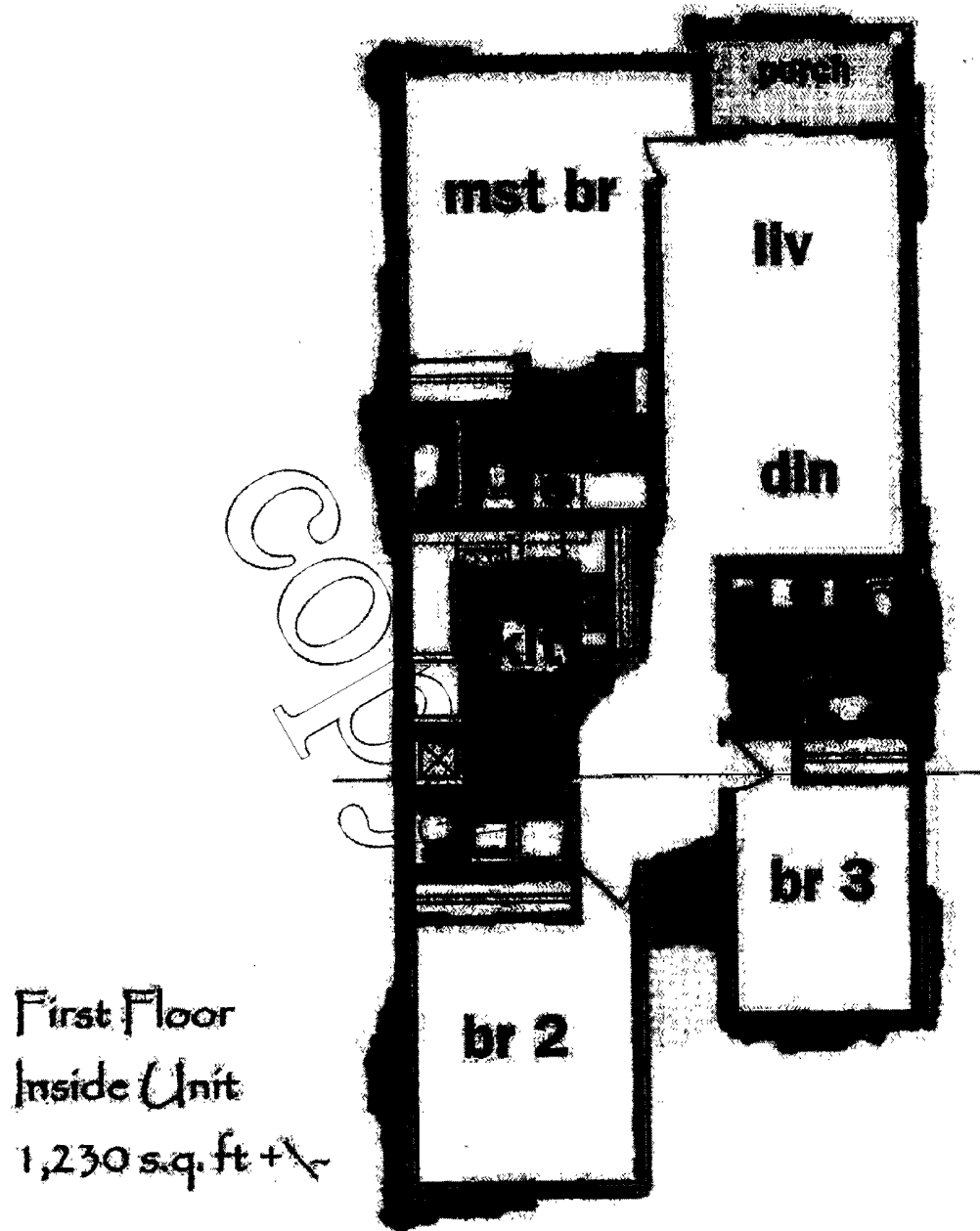


# The Siena

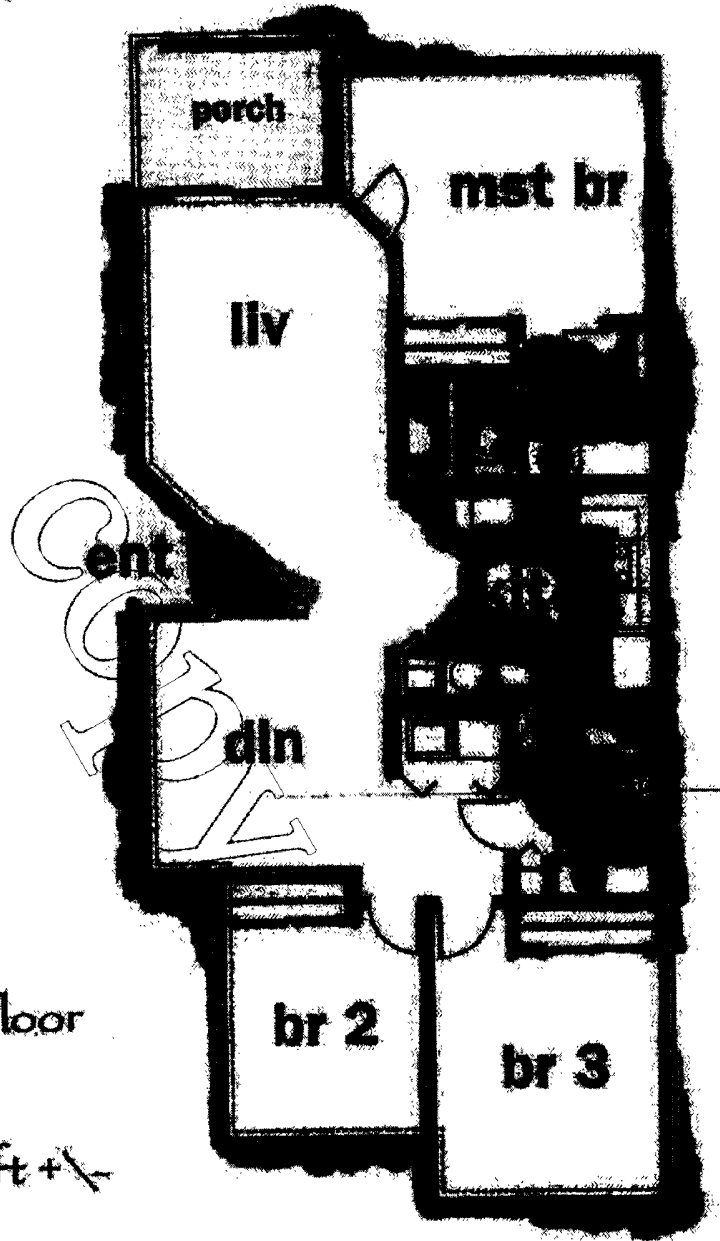


Second Floor  
Inside Unit  
1,230 s.q. ft + 1/2

# The Florenza

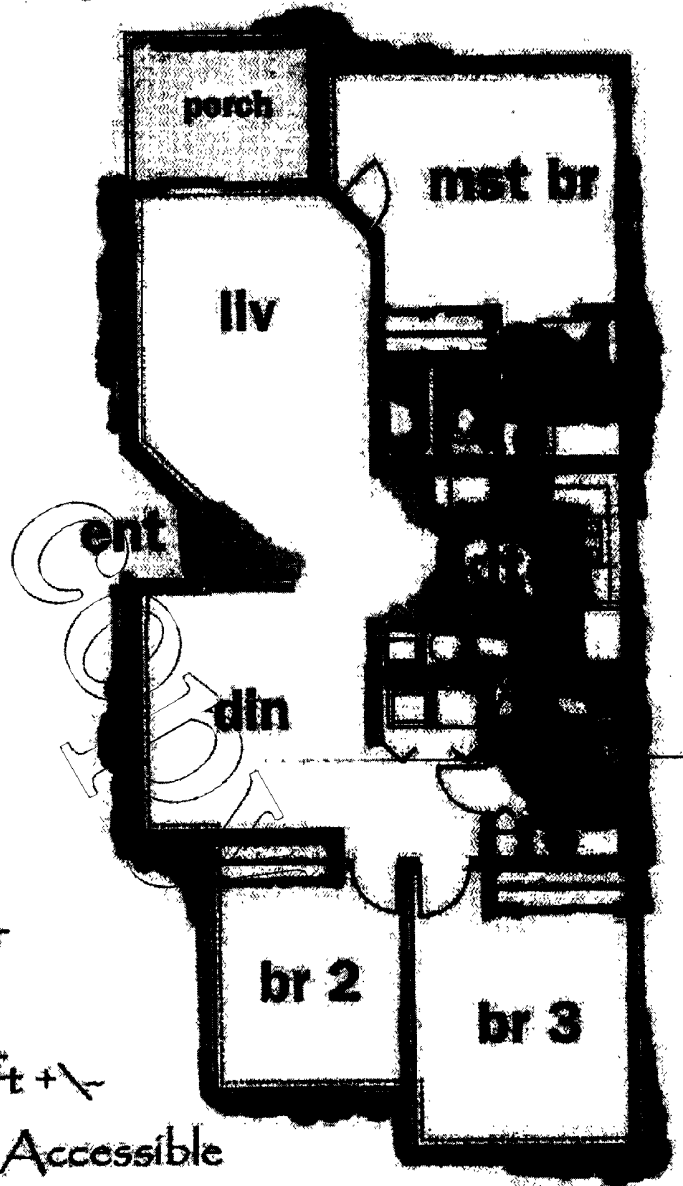


# The Genoa



Second Floor  
End Unit  
1,250 s.q. ft +/-

# The Napoli



First Floor  
End Unit  
1,250 s.q. ft +/-  
Handicap Accessible



© 2004 FURALES-KERRIE DESIGN ASSOCIATES

Condo Elevation

CONFIDENTIAL



**EXHIBIT "A-1"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE I, BUILDING 1, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 107, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

**COPY**

**EXHIBIT "A-1"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE I, BUILDING 1, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 107, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

The foregoing described property is presently subject to the following:

1. General or special taxes and assessments required to be paid in the year of recording and subsequent years.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easement or claims of easements not shown by the public records.
5. Any lien, or right to lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Mortgage and Security Agreement by and between Darlin, Inc., a Florida corporation, mortgagor, and Colonial Bank, N.A., mortgagee, recorded August 6, 2004 in Official Records Book 2575, Page 1929, Notice of Future Advance Mortgage and Note Modification Agreement recorded June 24, 2005 in Official Records Book 2822, Page 441; Mortgage and Note Modification Agreement recorded February 12, 2007 in Official Records Book 3406, Page 2533, Public Records of Osceola County, Florida.
7. Assignment of Leases, Rents and Profits by and between Darlin, Inc., a Florida corporation, assignor, and Colonial Bank, N.A., assignee recorded August 6, 2004 in Official Records Book 2575, Page 1955, Public Records of Osceola County, Florida.
8. UCC Financing Statement by and between Darlin, Inc., a Florida corporation, debtor, and Colonial Bank, N.A., secured party, recorded August 6, 2004 in Official Records Book 2575, Page 1960, Public Records of Osceola County, Florida.
9. Environmental Inspection Easement by and between Darlin, Inc., a Florida corporation, borrower, and Colonial Bank, N.A., lender, recorded August 6, 2004 in Official Records Book 2575, Page 1965.
10. Consent Order by the Osceola County Code Enforcement Board recorded May 4, 2005 in Official Records Book 2771, Page 1488, Public Records of Osceola County, Florida.
11. Reformed and Amended Interlocal Agreement recorded May 4, 2001 in Official Records Book 1868, Page 1146; Reformed and Amended Interlocal Agreement recorded August 17, 2001 in Official Records Book 1918, Page 2582, Public Records of Osceola County, Florida.
12. Perpetual Access and Utility Easement by and between Contract Acquisition Partners, L.P. and Osceola Development Project, L.P. recorded January 7, 2002 in Official Records book 1983, Page 24, Public Records of Osceola County, Florida.
13. Easement Deed by and between Darlin, Inc. and Kissimmee Utility Authority recorded December 27, 2004 in Official Records Book 2661, Page 2778; Easement Deed by and between Darlin, Inc. and Kissimmee Utility Authority recorded July 8, 2005 in Official Records Book 2833, Page 2699, Public Records of Osceola County, Florida.

15. Tohopekaliga Water Authority Water and Wastewater System Developer's Service Agreement recorded April 5, 2005 in Official Records book 2747, Page 300, Public Records of Osceola County, Florida.

16. Contract by and between Darlin, Inc. and Board of County Commissioners of Osceola County, Florida recorded May 12, 2005 in Official Records Book 2777, Page 905; Performance Contract by and between Darlin, Inc. and Board of County Commissioners of Osceola County, Florida recorded September 28, 2006 in Official Records Book 3289, Page 823, Public Records of Osceola County, Florida.

17. Plat of Club Cortile recorded in Plat Book 17, Page 107, Public Records of Osceola County, Florida.

18. Declaration of Covenants, Conditions, Restrictions and Easements for Club Cortile recorded July 7, 2006 in Official Records book 3209, Page 796, Public Records of Osceola County, Florida.

19. Declaration of Covenants, Conditions, Restrictions and Easements for Club Cortile Townhomes recorded July 7, 2006 in Official Records Book 3209, Page 880, Public Records of Osceola County, Florida.

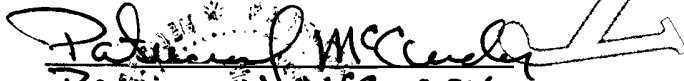
20. Notice of Commencement recorded June 24, 2005 in Official Records Book 2822, Page 445, Public Records of Osceola County, Florida (good for two years).

21. Notice of Commencement recorded September 5, 2006 in Official Records Book 3266, Page 355, Public Records of Osceola County, Florida (good for two years).

Club Cortile Condominium

Certification:

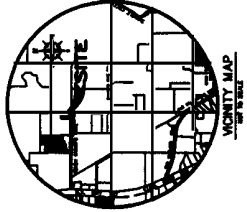
This is to certify that the construction of Phase I of Club Cortile Condominium, including a building, units, common elements, association property and common areas appurtenant to such building is substantially complete, so that the material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit referenced above can be determined from these materials, pursuant to Chapter 718.104(4)(e), Florida Statutes.

  
Patricia McCurdy  
Registered Land Surveyor No. 4924  
State of Florida  
Dated: MAY 7, 2007

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

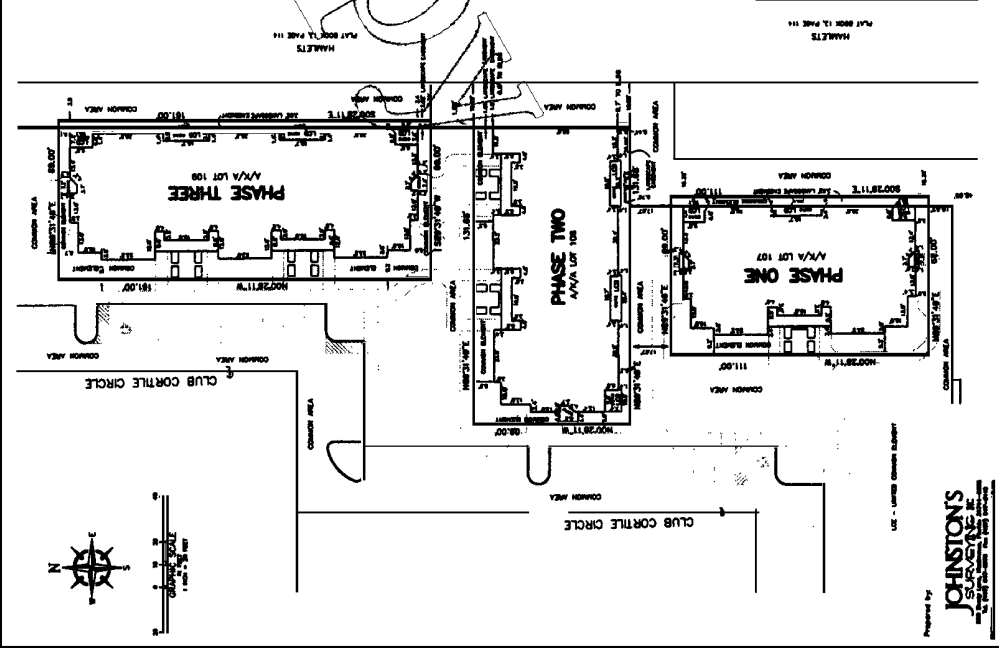
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**CLUB CORTILE CONDOMINIUM  
EXHIBIT 'A' - PHASES ONE, TWO AND THREE**  
SECTION 12, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA  
(SITE PLAN)



**LEGAL DESCRIPTION**

- PHASE ONE**  
LOT 107, ACCORDING TO THE PLAT OF CLUB CORTILE AS FILED AND RECORDED IN PLAT BOOK 17, PAGES 107 AND 108 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
- PHASE TWO**  
LOT 108, ACCORDING TO THE PLAT OF CLUB CORTILE AS FILED AND RECORDED IN PLAT BOOK 17, PAGES 107 AND 108 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
- PHASE THREE**  
LOT 109, ACCORDING TO THE PLAT OF CLUB CORTILE AS FILED AND RECORDED IN PLAT BOOK 17, PAGES 107 AND 108 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.



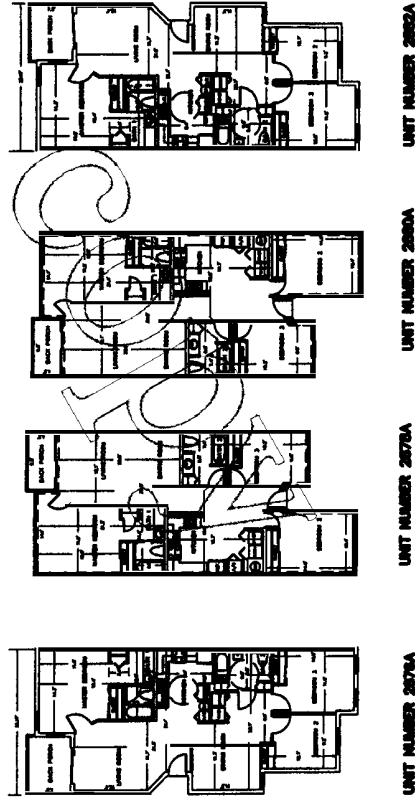
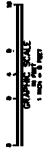
**SURVEYOR'S CERTIFICATION**

I, HARRY CORTY, being duly sworn, hereby certify that the above is a correct and true copy of the original plat of the Club Cortile Condominium as the same is on file in the office of the Public Records of Osceola County, Florida, as an accurate representation of the location and boundaries of the subject lots of each unit included herein and that the same are in conformity with the following:

DATE: 5-8-07

*Harry Corty*  
Professional Surveyor and Licensed Land Surveyor  
STATE OF FLORIDA

**CLUB CORTILE CONDOMINIUM  
EXHIBIT 'A' - PHASE ONE**  
SECTION 15, TOWNSHIP 28 NORTH, RANGE 28 EAST, COUNTY OF GULF COUNTY, FLORIDA  
1ST FLOOR PLAN



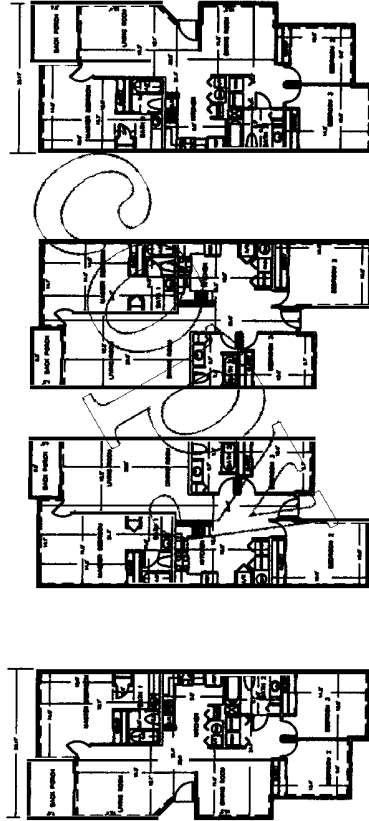
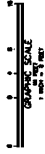
1ST FLOOR PLAN - 4 UNITS

DESCRIPTION:

1. A "Unit" is an addressable space within the building envelope, the Unit and the other units of the building, including the building structure, shall be owned and operated as a single entity and shall be used for residential purposes. The Unit shall be used for residential purposes and shall not be used for any other purpose. The Unit shall be used for residential purposes and shall not be used for any other purpose. The Unit shall be used for residential purposes and shall not be used for any other purpose.
2. A "Limited Common Element" is an element of the building structure, including the building structure, which is used for the common use of the units and which is not a part of any unit. The Limited Common Element shall be used for the common use of the units and shall not be used for any other purpose. The Limited Common Element shall be used for the common use of the units and shall not be used for any other purpose.
3. The floor plans shown on page 4 of 10 for Phase One of the Club Cortile Condominium shall be the final floor plans.

Prepared by:  
**JOHNSTON'S**  
SURVEYING & ENGINEERING, INC.  
1000 N. GULF BLVD., SUITE 100  
GULF BLDG., GULF BAY, FLORIDA 33707

**CLUB CORTILE CONDOMINIUM  
EXHIBIT 'A' - PHASE ONE**  
SECTION 12, TOWNSHIP 29 NORTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA  
2ND FLOOR PLAN



UNIT NUMBER 25768

UNIT NUMBER 25769

UNIT NUMBER 25800

UNIT NUMBER 25828

**2ND FLOOR PLAN - 4 UNITS**

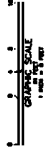
SCALE: 1/8" = 1'-0"

**EXCEPTIONS:**

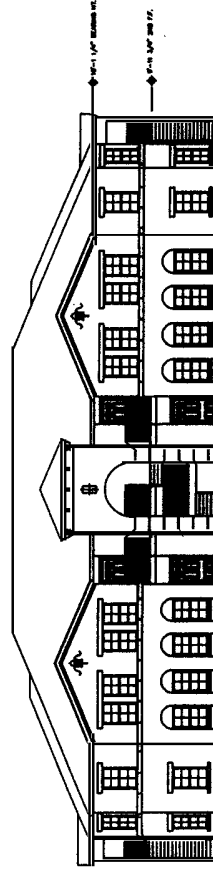
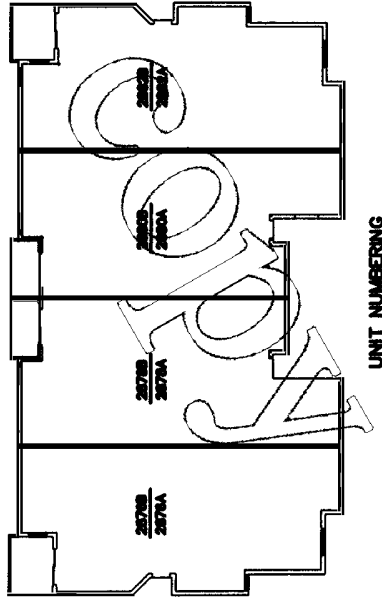
1. A "Unit" is an interior space bounded by a wall, ceiling, floor, and other walls and partitions which are intended to be used as a separate dwelling unit. The term "Unit" shall not include any common area, hallway, stair, or other area which is not intended to be used as a separate dwelling unit. The term "Unit" shall also include any area which is not intended to be used as a separate dwelling unit but which is otherwise defined as a "Unit" in the Condominium Documents. The term "Unit" shall also include any area which is not intended to be used as a separate dwelling unit but which is otherwise defined as a "Unit" in the Condominium Documents.
2. A "Limited Common Element" is an interior space which is not intended to be used as a separate dwelling unit but which is otherwise defined as a "Limited Common Element" in the Condominium Documents.
3. The information shown on page 4 of 10 for Phase One of the Club Cortile Condominium shall be deemed to be correct.

Prepared by  
**JOHNSTON'S**  
SURVEYING, INC.  
INCORPORATED IN FLORIDA  
1500 N. UNIVERSITY AVENUE  
GAINESVILLE, FLORIDA 32609  
TEL: 352-336-8888

**CLUB CORTILE CONDOMINIUM  
EXHIBIT 'A' - PHASE ONE**  
SECTION 15, TOWNSHIP 35 NORTH, RANGE 20 EAST, OKLAHOMA COUNTY, OKLAHOMA  
FLOOR ELEVATIONS AND UNIT NUMBERING PLAN



**LEGEND**  
2nd Floor 287NB  
1st Floor 287NA  
TYPICAL FLOOR  
UNIT NUMBERING



**FRONT ELEVATION - 8 UNITS**  
SCALE 1" = 4'

FLOORS 1 AND 2

NOTE: The elevations shown herein shall be Consistent Drawings.

Prepared by  
**JOHNSTON'S**  
SURVEYING, INC.  
1111 N. Lincoln Blvd., Suite 100  
Tulsa, Oklahoma 74106

**EXHIBIT "A-II"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE II, BUILDING 2, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 108, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

2007



**EXHIBIT "A-2"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE II, BUILDING 2, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 108, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

The foregoing described property is presently subject to the following:

1. General or special taxes and assessments required to be paid in the year of recording and subsequent years.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easement or claims of easements not shown by the public records.
5. Any lien, or right to lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Mortgage and Security Agreement by and between Darlin, Inc., a Florida corporation, mortgagor, and Colonial Bank, N.A., mortgagee, recorded August 6, 2004 in Official Records Book 2575, Page 1929, Notice of Future Advance Mortgage and Note Modification Agreement recorded June 24, 2005 in Official Records Book 2822, Page 441; Mortgage and Note Modification Agreement recorded February 12, 2007 in Official Records Book 3406, Page 2533, Public Records of Osceola County, Florida.
7. Assignment of Leases, Rents and Profits by and between Darlin, Inc., a Florida corporation, assignor, and Colonial Bank, N.A., assignee recorded August 6, 2004 in Official Records Book 2575, Page 1955, Public Records of Osceola County, Florida.
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9. Environmental Inspection Easement by and between Darlin, Inc., a Florida corporation, borrower, and Colonial Bank, N.A., lender, recorded August 6, 2004 in Official Records Book 2575, Page 1965.
10. Consent Order by the Osceola County Code Enforcement Board recorded May 4, 2005 in Official Records Book 2771, Page 1488, Public Records of Osceola County, Florida.
11. Reformed and Amended Interlocal Agreement recorded May 4, 2001 in Official Records Book 1868, Page 1146; Reformed and Amended Interlocal Agreement recorded August 17, 2001 in Official Records Book 1918, Page 2582, Public Records of Osceola County, Florida.
12. Perpetual Access and Utility Easement by and between Contract Acquisition Partners, L.P. and Osceola Development Project, L.P. recorded January 7, 2002 in Official Records book 1983, Page 24, Public Records of Osceola County, Florida.
13. Easement Deed by and between Darlin, Inc. and Kissimmee Utility Authority recorded December 27, 2004 in Official Records Book 2661, Page 2778; Easement Deed by and between Darlin, Inc. and Kissimmee Utility Authority recorded July 8, 2005 in Official Records Book 2833, Page 2699, Public Records of Osceola County, Florida.
14. Notice of Easement by and between Bright House Network, LLC and Darlin, Inc., a Florida corporation d/b/a Club Cortile recorded January 25, 2005 in Official Records Book 2687, Page 1114, Public Records of Osceola County, Florida.

15. Tohopekaliga Water Authority Water and Wastewater System Developer's Service Agreement recorded April 5, 2005 in Official Records book 2747, Page 300, Public Records of Osceola County, Florida.

16. Contract by and between Darlin, Inc. and Board of County Commissioners of Osceola County, Florida recorded May 12, 2005 in Official Records Book 2777, Page 905; Performance Contract by and between Darlin, Inc. and Board of County Commissioners of Osceola County, Florida recorded September 28, 2006 in Official Records Book 3289, Page 823, Public Records of Osceola County, Florida.

17. Plat of Club Cortile recorded in Plat Book 17, Page 107, Public Records of Osceola County, Florida.

18. Declaration of Covenants, Conditions, Restrictions and Easements for Club Cortile recorded July 7, 2006 in Official Records book 3209, Page 796, Public Records of Osceola County, Florida.

19. Declaration of Covenants, Conditions, Restrictions and Easements for Club Cortile Townhomes recorded July 7, 2006 in Official Records Book 3209, Page 880, Public Records of Osceola County, Florida.

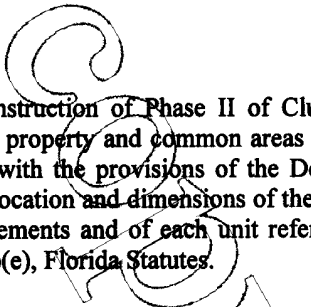
20. Notice of Commencement recorded June 24, 2005 in Official Records Book 2822, Page 445, Public Records of Osceola County, Florida (good for two years).

21. Notice of Commencement recorded September 5, 2006 in Official Records Book 3266, Page 355, Public Records of Osceola County, Florida (good for two years).

Club Cortile Condominium

Certification:

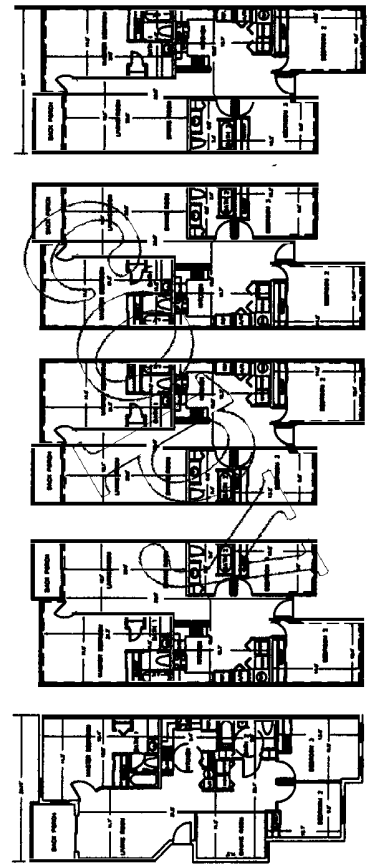
This is to certify that the construction of Phase II of Club Cortile Condominium, including a building, units, common elements, association property and common areas appurtenant to such building is substantially complete, so that the material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit referenced above can be determined from these materials, pursuant to Chapter 718.104(4)(e), Florida Statutes.

  
Patricia J. McCune  
Registered Land Surveyor No. 4924  
State of Florida  
Dated: May 8, 2007

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# 4526267\_v1

**CLUB CORTILE CONDOMINIUM**  
**EXHIBIT 'A' - PHASE TWO**  
SECTION 15, TOWNSHIP 28 NORTH, RANGE 30 EAST, COUNTY OF GADSDEN, FLORIDA  
1ST FLOOR PLAN



UNIT NUMBER 2868A UNIT NUMBER 2870A UNIT NUMBER 2872A UNIT NUMBER 2874A UNIT NUMBER 2876A

**1ST FLOOR PLAN - 5 UNITS**  
Scale: 1/8" = 1'-0"

- DESCRIPTION:**
1. A "unit" is as defined in the Condominium Act, Chapter 718, Florida Statutes, and as defined in the Declaration of the Unit, which constitutes the unit. Each unit is bounded by a vertical, horizontal or vertical/horizontal boundary line. The boundaries of the unit, which constitute the unit, shall be defined by the declaration of the unit, which shall be recorded in the public records of the county in which the unit is located. The boundaries of the unit shall be the boundaries of the unit as shown on the floor plan of the unit, which shall be recorded in the public records of the county in which the unit is located. The boundaries of the unit shall be the boundaries of the unit as shown on the floor plan of the unit, which shall be recorded in the public records of the county in which the unit is located. The boundaries of the unit shall be the boundaries of the unit as shown on the floor plan of the unit, which shall be recorded in the public records of the county in which the unit is located.
  2. A "limited common element" is as defined in the Condominium Act, Chapter 718, Florida Statutes, and as defined in the Declaration of the Unit, which constitutes the unit. Each limited common element is a portion of the common elements of the condominium project which is reserved for the exclusive use of one or more units. The boundaries of the limited common element shall be defined by the declaration of the unit, which shall be recorded in the public records of the county in which the unit is located. The boundaries of the limited common element shall be the boundaries of the limited common element as shown on the floor plan of the unit, which shall be recorded in the public records of the county in which the unit is located.
  3. The Declaration shall be subject to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes.

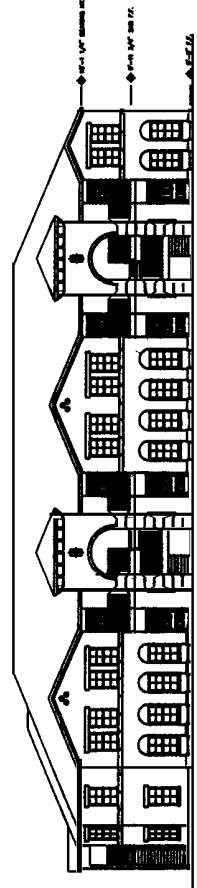
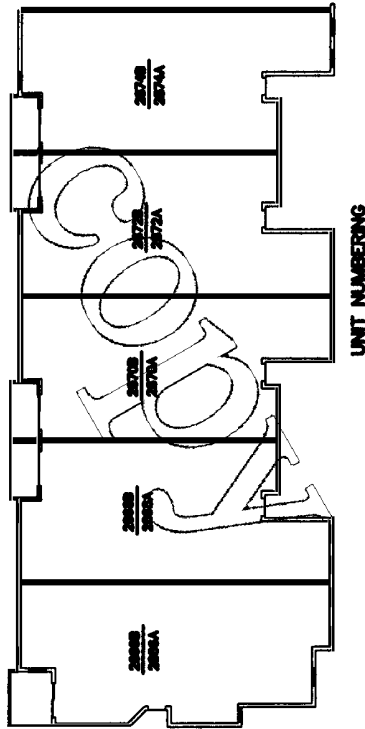
Prepared by  
**JOHNSTON'S**  
SURVAYING, INC.  
1000 W. UNIVERSITY AVENUE  
TALLAHASSEE, FL 32310



**CLUB CORTILE CONDOMINIUM  
EXHIBIT 'A' - PHASE TWO**  
SECTION 15, TOWNSHIP 25 NORTH, RANGE 28 EAST, COUNTY OF CLAY, FLORIDA  
FRONT ELEVATION AND UNIT NUMBERING PLAN



**LEGEND**  
2nd Floor 2800B  
1st Floor 2800A  
**TYPICAL FLOOR  
UNIT NUMBERING**



**FRONT ELEVATION - 10 UNITS**  
FLOORS 1 AND 2

NOTE: The elevations shown herein shall be Common Elements.

Prepared by  
**JOHNSTON'S**  
SURVEYING & ENGINEERING, INC.  
10000 Highway 19, Palm Bay, FL 32909  
Tel: 888-244-7272

**EXHIBIT "A-III"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE III, BUILDING 3, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 109, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

**COPY**

**EXHIBIT "A-3"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE III, BUILDING 3, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 109, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

The foregoing described property is presently subject to the following:

1. General or special taxes and assessments required to be paid in the year of recording and subsequent years.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easement or claims of easements not shown by the public records.
5. Any lien, or right to lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Mortgage and Security Agreement by and between Darlin, Inc., a Florida corporation, mortgagor, and Colonial Bank, N.A., mortgagee, recorded August 6, 2004 in Official Records Book 2575, Page 1929, Notice of Future Advance Mortgage and Note Modification Agreement recorded June 24, 2005 in Official Records Book 2822, Page 441; Mortgage and Note Modification Agreement recorded February 12, 2007 in Official Records Book 3406, Page 2533, Public Records of Osceola County, Florida.
7. Assignment of Leases, Rents and Profits by and between Darlin, Inc., a Florida corporation, assignor, and Colonial Bank, N.A., assignee recorded August 6, 2004 in Official Records Book 2575, Page 1955, Public Records of Osceola County, Florida.
8. UCC Financing Statement by and between Darlin, Inc., a Florida corporation, debtor, and Colonial Bank, N.A., secured party, recorded August 6, 2004 in Official Records Book 2575, Page 1960, Public Records of Osceola County, Florida.
9. Environmental Inspection Easement by and between Darlin, Inc., a Florida corporation, borrower, and Colonial Bank, N.A., lender, recorded August 6, 2004 in Official Records Book 2575, Page 1965.
10. Consent Order by the Osceola County Code Enforcement Board recorded May 4, 2005 in Official Records Book 2771, Page 1488, Public Records of Osceola County, Florida.
11. Reformed and Amended Interlocal Agreement recorded May 4, 2001 in Official Records Book 1868, Page 1146; Reformed and Amended Interlocal Agreement recorded August 17, 2001 in Official Records Book 1918, Page 2582, Public Records of Osceola County, Florida.
12. Perpetual Access and Utility Easement by and between Contract Acquisition Partners, L.P. and Osceola Development Project, L.P. recorded January 7, 2002 in Official Records book 1983, Page 24, Public Records of Osceola County, Florida.
13. Easement Deed by and between Darlin, Inc. and Kissimmee Utility Authority recorded December 27, 2004 in Official Records Book 2661, Page 2778; Easement Deed by and between Darlin, Inc. and Kissimmee Utility Authority recorded July 8, 2005 in Official Records Book 2833, Page 2699, Public Records of Osceola County, Florida.
14. Notice of Easement by and between Bright House Network, LLC and Darlin, Inc., a Florida corporation d/b/a Club Cortile recorded January 25, 2005 in Official Records Book 2687, Page 1114, Public Records of Osceola County, Florida.

15. Tohopekaliga Water Authority Water and Wastewater System Developer's Service Agreement recorded April 5, 2005 in Official Records book 2747, Page 300, Public Records of Osceola County, Florida.

16. Contract by and between Darlin, Inc. and Board of County Commissioners of Osceola County, Florida recorded May 12, 2005 in Official Records Book 2777, Page 905; Performance Contract by and between Darlin, Inc. and Board of County Commissioners of Osceola County, Florida recorded September 28, 2006 in Official Records Book 3289, Page 823, Public Records of Osceola County, Florida.

17. Plat of Club Cortile recorded in Plat Book 17, Page 107, Public Records of Osceola County, Florida.

18. Declaration of Covenants, Conditions, Restrictions and Easements for Club Cortile recorded July 7, 2006 in Official Records book 3209, Page 796, Public Records of Osceola County, Florida.

19. Declaration of Covenants, Conditions, Restrictions and Easements for Club Cortile Townhomes recorded July 7, 2006 in Official Records Book 3209, Page 880, Public Records of Osceola County, Florida.

20. Notice of Commencement recorded June 24, 2005 in Official Records Book 2822, Page 445, Public Records of Osceola County, Florida (good for two years).

21. Notice of Commencement recorded September 5, 2006 in Official Records Book 3266, Page 355, Public Records of Osceola County, Florida (good for two years).

Club Cortile Condominium

Certification:

This is to certify that the construction of Phase III of Club Cortile Condominium, including a building, units, common elements, association property and common areas appurtenant to such building is substantially complete, so that the material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit referenced above can be determined from these materials, pursuant to Chapter 718.104(4)(e), Florida Statutes.

*Robert J. McCurdy*  
Robert J. McCurdy  
Registered Land Surveyor No. 4924  
State of Florida  
Dated: MAY 8 2007

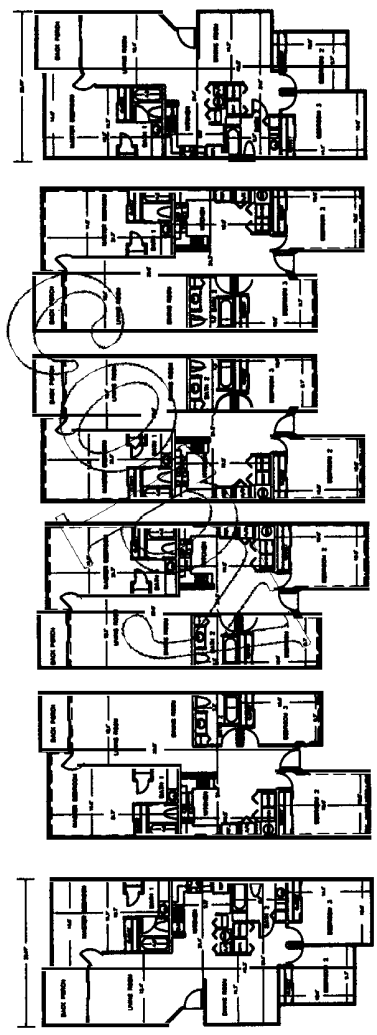
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# 4526267\_v1





**CLUB CORTILE CONDOMINIUM  
EXHIBIT 'A' - PHASE THREE**  
SECTION 10, TOWNSHIP 35 NORTH, RANGE 30 WEST, COUNTY OF CLAY, FLORIDA  
2ND FLOOR PLAN



UNIT NUMBER 2004B UNIT NUMBER 2005B UNIT NUMBER 2006B UNIT NUMBER 2007B UNIT NUMBER 2008B UNIT NUMBER 2009B

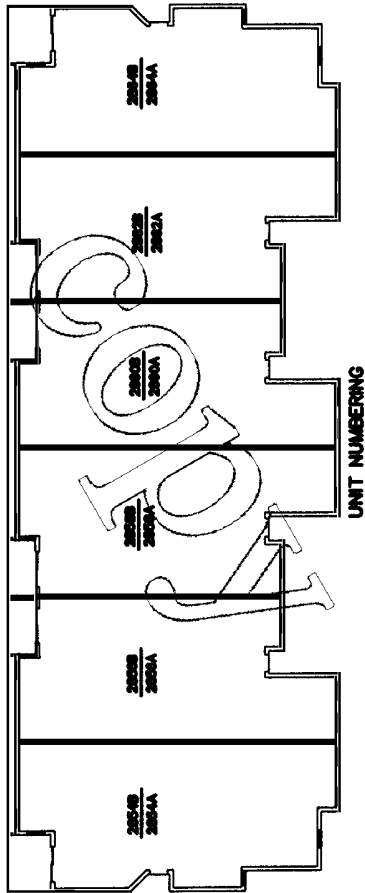
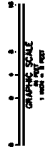
**2ND FLOOR PLAN - 6 UNITS**

DATE: 10/1/10

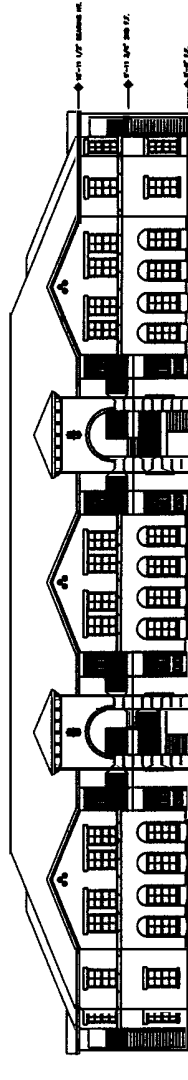
- EXPLANATIONS**
1. A "Unit" is an interest in the Unit which includes the part of a building constituting the Unit and the whole or a part of the common areas which are appurtenant to the Unit, and includes the right to use the common areas which are appurtenant to the Unit.
  2. A "Unit" is an interest in the Unit which includes the part of a building constituting the Unit and the whole or a part of the common areas which are appurtenant to the Unit, and includes the right to use the common areas which are appurtenant to the Unit.
  3. The information on this plan is for Phase Three of the Club Cortile Condominium.

Prepared by  
**JOHNSTON'S**  
SURVEYING & ENGINEERING, INC.  
10000 W. U.S. 90, SUITE 100  
FORT WORTH, TEXAS 76133

**CLUB CORTILE CONDOMINIUM  
EXHIBIT 'A' - PHASE THREE**  
SECTION 12, TOWNSHIP 33 NORTH, RANGE 33 WEST, COUSSELA COUNTY, FLORIDA  
FRONT ELEVATION AND UNIT NUMBERING PLAN



**LEGEND**  
2nd Floor 2084B - 2084A  
1st Floor 2083B - 2083A  
TYPICAL FLOOR  
UNIT NUMBERING



**FRONT ELEVATION - 12 UNITS**

FLOORS 1 AND 2

NOTE: The Stairwells shown herein shall be Common Elements.

Prepared by  
**JOHNSTON'S**  
SURVEYING & MAPPING, INC.  
10000 Highway 19, Suite 100  
Orlando, Florida 32835  
407-241-1111

**EXHIBIT "A-IV"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE IV, BUILDING 4, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 110, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

**"TO BE COMPLETED ON UPON COMPLETION OF CONSTRUCTION AND FILING OF  
AMENDMENT"**

**Copy**

**EXHIBIT "A-V"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE V, BUILDING 5, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 111, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

**"TO BE COMPLETED ON UPON COMPLETION OF CONSTRUCTION AND FILING OF  
AMENDMENT"**

**COPIES**

**EXHIBIT "A-VI"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE VI, BUILDING 6, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 112, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

**"TO BE COMPLETED ON UPON COMPLETION OF CONSTRUCTION AND FILING OF  
AMENDMENT"**

**COPY**

**EXHIBIT "A-VII"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE VII, BUILDING 7, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 113, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

**"TO BE COMPLETED ON UPON COMPLETION OF CONSTRUCTION AND FILING OF  
AMENDMENT"**

**COPIES**

**EXHIBIT "A-VIII"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE VIII, BUILDING 8, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 114, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

**"TO BE COMPLETED ON UPON COMPLETION OF CONSTRUCTION AND FILING OF  
AMENDMENT"**

**COPY**



**EXHIBIT "A-IX"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE IX, BUILDING 9, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 115, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

**"TO BE COMPLETED ON UPON COMPLETION OF CONSTRUCTION AND FILING OF  
AMENDMENT"**

**COPY**

**EXHIBIT "A-X"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE X, BUILDING 10, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 116, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

**"TO BE COMPLETED ON UPON COMPLETION OF CONSTRUCTION AND FILING OF  
AMENDMENT"**

3007

**EXHIBIT "A-XI"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE XI, BUILDING 11, OF CONDOMINIUM PROPERTY  
(SURVEY OF LAND, PLOT PLAN, FLOOR PLAN, UNIT PLANS)**

**Lot 117, Club Cortile, as recorded in Plat Book 7, Page 78, Public Records of Osceola County, Florida**

**"TO BE COMPLETED ON UPON COMPLETION OF CONSTRUCTION AND FILING OF  
AMENDMENT"**

2007

**EXHIBIT "B"**

**INTENTIONALLY DELETED**

Copy

**EXHIBIT "C"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
ARTICLES OF INCORPORATION**

COPY

**EXHIBIT "C" TO DECLARATION OF CONDOMINIUM**

**ARTICLES OF INCORPORATION  
OF  
CLUB CORTILE CONDOMINIUM ASSOCIATION, INC.**

The undersigned does hereby form this corporation for the purpose of forming a corporation not-for-profit as allowed by Chapter 718 and Chapter 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, the undersigned certifies as follows:

**1. NAME**

The name of the corporation shall be CLUB CORTILE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the ("Association"), with its principal registered office located at 1060 Edens Gate Court, Longwood, Florida 32750. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

**2. PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act," for the operation of CLUB CORTILE CONDOMINIUM (the "Condominium") to be created pursuant to the provisions of its Declaration of Condominium and the Condominium Act.

**3. POWERS**

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common law and statutory powers of a corporation not-for-profit, not in conflict with the terms of these Articles of Incorporation or the Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles of Incorporation and the Declaration of Condominium and its attendant documents, and all of the powers and duties reasonably necessary for operation of the Condominium.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws of the Association, and the costs, expenses, maintenance, care and upkeep of such properties for the benefit of the members shall be considered Common Expenses of the Condominium.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium, including without limitation, assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

3.6 Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(7) of the Internal Revenue Code and its regulations as the same now exists or they may be hereinafter amended from time to time.

3.7 The corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the corporation or to any other private individual. The corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.8 The corporation shall have no capital stock.

3.9 The Association shall operate, maintain and manage the surface water or stormwater management system in the manner consistent with the South Florida Water Management District ("District") Permit No. \_\_\_\_\_ requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Condominium provisions that relate to the surface water or stormwater management system.

#### **4. MEMBERSHIP**

4.1 The members of the Association shall consist of all of the record Owners of Units in the Condominium, hereinafter referred to as ("Units"), and after termination of the Condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 Membership shall be acquired by recording in the public records of Osceola County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

4.3 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.

4.4 On all matters upon which the member shall be entitled to vote, there shall be one vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4.5 After turn-over, Darlin, Inc. ("Developer") shall be a member of the Association and shall be allowed one vote for each Unit owned by the Developer.

#### **5. EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the Members in accordance with the provisions of the Declaration. The Association may also be dissolved in the event of destruction of the Condominium, if approved by the requisite percentage to terminate the Condominium as provided in the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association as created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes. Additionally, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity that would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the South Florida Water Management District, prior to such termination, dissolution or liquidation.

#### **6. SUBSCRIBER**

The name and address of the subscriber to these Articles of Incorporation is:

Darryl Hill  
Club Cortile Condominium Association  
1060 Edens Gate Court  
Longwood, Florida 32750

## **7. OFFICERS**

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

Darryl Hill  
1060 Edens Gate Court  
Longwood, Florida 32750

Vice President:

Colin Schofield  
31120 Interlachen Drive  
Mt. Plymouth, Florida 32776

Secretary/Treasurer:

Connie McNeely  
4257 Sunny Brook Way  
Winter Springs, Florida 32708

## **8. DIRECTORS**

8.1 The affairs of the Association shall be managed by a Board of Directors who need not be members of the Association. The membership of the Board shall consist of not less than three (3) Directors.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

8.3 The first election of Directors shall not be held until the Developer, as defined in the Declaration of Condominium, is required by law to elect directors in accordance with Section 718.301, Florida Statutes. That is to say, the Developer shall remain in control of the Board of Directors until required to relinquish pursuant to Section 718.301(1)(a) through (e), Florida Statutes as follows:



- (1) When Unit Owners other than the Developer own 15 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 no less than one-third (1/3) of the members of the Board of Directors.
- (2) Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association as follows:
  - (a) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
  - (b) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
  - (c) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
  - (d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
  - (e) Seven (7) years after recordation of the Declaration or in the case of an association operating a phase condominium created pursuant to Section 718.403, Florida Statutes, seven (7) years after recordation of the declaration creating the initial phase, whichever occurs first.
3. The Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.
4. Until such time as Developer transfers control of the Association to the Unit Owners, Developer shall have the right to appoint one member to the Board of Directors of the Club Cortile Master Association, Inc. ("Master Association"). Thereafter, the Board of Directors of the Association shall have the right to appoint one member of this Association to the Board of Directors of the Master Association.

8.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Name	Address
Darryl Hill	1060 Edens Gate Court Longwood, Florida 32750
Colin Schofield	31120 Interlachen Drive Mt Plymouth, Fl 32776

Connie McNeely

4257 Sunny Brook Way

Winter Springs, FL 32708

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and/or the Developer.

#### **9. INDEMNIFICATION**

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his or her fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

#### **10. BYLAWS**

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided herein.

#### **11. AMENDMENT**

These Articles of Incorporation shall be amended in the following manner:

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

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held no sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendments. Directors and members not present in person at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approval must be by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Paragraph 3.3, without approval in writing by all members and the joinder of all record Owners of mortgages on the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the written approval of the Developer if such amendment shall cause an assessment of the Developer as a Unit Owner for capital improvements, constitute an action that would be detrimental to the sales of Units by the Developer or any other such action which would inhibit, impair, or otherwise preclude the rights reserved to the Developer by way of the Declaration of Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida statutes, and a copy certified by the Secretary of State shall be recorded in the public records of the County where the Condominium is located.

11.5 Any Amendment that affects the stormwater management system must be approved by the Southwest Florida Water Management District.

**12. APPROVAL BY VA AND HUD**

For so long as the Developer has the right to appoint the majority of the members of the Board of Directors, the Developer shall obtain the approval of the Department of Housing and Urban Development ("HUD") or the Veteran's Administration ("VA") prior to: annexation of additional properties, merger or consolidation of this Association, mortgaging of the Common Elements or dissolution or amendment of the Articles.

**13. REGISTERED AGENT**

The name and address of the Registered Agent of the Association is:

**Darryl Hill**

**1080 Edens Gate Court**

**Longwood, Fl 32750**

IN WITNESS WHEREOF, the Subscriber has affixed his/her signature hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Signed, sealed and delivered

in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Darryl Hill

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ACCEPTANCE OF REGISTERED AGENT**

Having been named to accept service of process for the above-stated corporation, at the place designated in the certificate, I 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.

\_\_\_\_\_  
Name: Darryl Hill

Date: \_\_\_\_\_

COPY

**EXHIBIT "D"**

**TO  
DECLARATION OF CONDOMINIUM OF  
CLUB CORTILE CONDOMINIUM  
BYLAWS**

2007

**EXHIBIT "D" TO DECLARATION OF CONDOMINIUM**

**BYLAWS**

**OF**

**CLUB CORTILE CONDOMINIUM ASSOCIATION, INC.**

**1. IDENTITY**

These are the Bylaws of CLUB CORTILE CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association," a corporation not for profit under the laws of the State of Florida. These Bylaws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium referred to therein.

1.1 Office. The office of the Association shall be at 1060 Edens Gate Court, Longwood, Florida 32750.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of corporation, the word "Florida," and the words "Corporation Not For Profit."

**2. MEMBERS' MEETINGS**

2.1 Annual Meeting. The annual members' meeting shall be held at least once each year in the month of January at the office of the Association unless otherwise designated by the Board of Directors, at a time and date determined by the Board. Such annual members' meetings shall be for the purpose of transacting annual business of the Association authorized to be transacted by the members.

2.2 Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership. Provided, however, until Developer has relinquished control of the Association, no special members' meetings shall be called or convened for the purpose of removal of the Directors appointed by the Developer or to amend this Declaration or its exhibits to remove rights and reservations in the Developer.

2.3 Notice. Notice of all members' meetings, with an agenda stating the time and place and the object for which the meeting is called, shall be given by the President or Secretary. Such notice shall be in writing (unless waived by the Unit Owner in writing) to each member at his address or electronic mailing address (to those members who consent to receive notice by electronic transmission) last furnished to the Association and shall be given not less than fourteen (14) days prior to the date of the meeting. An Officer of the Association shall provide an Affidavit, to be included in the official records of the Association, affirming that a Notice of the Association meeting was mailed, hand delivered or electronically transmitted (to those members who consent to receive notice by electronic transmission), in accordance with this provision, to each unit owner at the addresses last furnished to the Association. Notice of a meeting may be waived in writing before or after the meeting. If it is an annual meeting, the Notice shall also be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days in advance of the meeting and if not an annual meeting, forty-eight (48) continuous hours in advance of the meeting, except in emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

2.4 Quorum. A quorum at a members meeting shall consist of a majority of the voting interests entitled to cast votes of the entire membership. The acts approved by a majority of the votes present at a meeting of which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or Chapter 718, Florida Statutes (the "Condominium Act").

2.5 Voting.

(a) In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned.

(b) If a Unit is owned by one person, that person's right to vote shall be established by the record title to the Unit. If any Unit is owned by more than one person, the person entitled to cast one vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or duly authorized officer and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such certificate is not on file, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. ~~Votes may be cast in person or by proxy as defined and limited by Section 718.112(2)(b), Florida Statutes.~~ A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. The proxy shall be revocable at any time at the pleasure of the Unit Owner executing it, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

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

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

- (a) Collection of election ballots;
- (b) Calling of the roll and certifying of proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of committees;
- (f) Appointment of inspectors of election;
- (g) Election of directors;
- (h) Determination of less than adequate reserves or no reserves;
- (i) Unfinished business;
- (j) New business; and
- (k) Adjournment.

### 3. DIRECTORS

The affairs of the Association shall be determined by a Board of Directors. The first Board of Directors and all Board of Directors prior to turnover shall consist of three (3) directors who need not be members of the

Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board must always consist of an odd number of members, and provided, further, that there shall never be less than three (3) Directors on the Board. The Board shall remain at three (3) Directors after such time as the Developer transfers control of the Association to Unit Owners other than the Developer, all of whom shall be members of the Association. The term of the first Board of Directors or their replacements, shall continue until the Developer is required by statute to relinquish control or voluntarily relinquishes control of the Association. There shall be an annual meeting of the Unit Owners. Unless the bylaws provide otherwise, a vacancy on the Board of Directors caused by the expiration of a director's term shall be filled by electing a new board member, and the election shall be by secret ballot; however, if the number of vacancies equals or exceeds the number of candidates, no election is required. If there is no provision in the bylaws for term of the members of the Board of Directors, the terms of all members of the Board of Directors shall expire upon the election of their successors at the annual meeting. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership. The validity of an action by the Board is not affected if it is later determined that a Director is ineligible for Board membership due to having been convicted of a felony.

3.1 Election. Election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meeting, with the first election being at the first member meeting required to be called pursuant to Section 718.301, Florida Statutes, to elect a Board member, or members, to provide for the percentage of Unit Owners other than the Developer on the Board of Directors as required by Section 718.301, Florida Statutes. Said election of Unit Owners other than the Developer shall take place in accordance with the procedures as set forth in the Condominium Act and the Florida Administrative Code effective as of the date of adoption of these Bylaws. Election of Directors thereafter shall be at each year's annual meeting.
- (b) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.
- (c) Subsequent to delivery of control of the Board to the Unit Owners other than the Developer, pursuant to Section 718.301, Florida Statutes, any member of the board of directors 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 directors 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. Recall of Board members shall operate in accordance with Section 718.112(2)(j), Florida Statutes.
- (d) Provided, however, that until the Developer has relinquished control of the Association, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer, and directors serving during the Developer's control cannot be removed by a vote pursuant to sub-paragraph (c) above. This shall not be interpreted or be construed so as to preclude annual meetings of the membership.
- (e) Until such time as Developer transfers control of the Association to the Unit Owners, Developer shall have the right to appoint one member to the Board of Directors of the Club Cortile Master Association, Inc. ("Master Association"). Thereafter, the Board of Directors of the Association shall have the right to appoint one member of this Association to the Board of Directors of the Master Association.



3.2 Directors' Term. The term of each director's service, subject to the provisions of Section 3.1(d) above, shall be as follows: The first Board elected subsequent to the transfer of control to the Unit Owners shall elect one (1) Board member for two (2) years, one (1) Board member for three (3) years, and the remaining Board member for one (1) year. At the end of the initial term, they shall thereafter be elected for two year terms, thereby staggering the Board members. In the event of a change in the number of members on the Board of Directors, the majority number of Directors shall be elected every two (2) years.

3.3 Organization Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days after their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and a notice of such meeting shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting.

3.4 Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Subject to the requirements set forth herein and in Section 6.2 below with respect to certain proposed increases in the budget, notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least forty-eight (48) continuous hours prior to the day named for such meeting. Notice to members of Directors' meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of the meeting. Notwithstanding the foregoing, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use, will be considered, shall be mailed, delivered or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium Property not less than 14 days prior to the meeting. The meeting shall be open to all Unit Owners who shall have the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt written reasonable rules governing the frequency, duration and manner of Unit Owner statements.

3.5 Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours notice of the meeting shall be given personally, by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Notice to members of Directors' meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of the meeting. The meeting shall be open to all Unit Owners who shall have the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt written reasonable rules governing the frequency, duration and manner of Unit Owner statements.

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

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

3.8 Adjourned Meeting. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. Except as provided in Section 718.112(2)(c), Florida Statutes. No further notice need be given of an adjourned meeting.

3.9 Joinder by Director. A director who is present at a meeting is presumed to have assented to an action unless he votes otherwise. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

3.10 Presiding Officer. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.11 Order of Business. The order of business at directors' meetings shall be:

- (a) Calling of roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business; and
- (h) Adjournment.

3.12 No Fee for Service. A Director shall not be entitled to, nor paid any fee for his services as a Director.

3.13 Telephone or Other Attendance. A Director shall be considered as present for a regular or special meeting if he is in simultaneous communication by telephone or other media with all other Directors, as well as with any Unit Owners present at the meeting. A telephone speaker must be used so that the conversation of those Directors attending by telephone or other media may be heard by the other Directors as well as by any Unit Owners present at the meeting.

#### **4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

4.1 Powers and Duties of Association. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, shall be exercised exclusively by the Board of Directors, subject only to the approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act:

- (a) To enter into a long-term management contract, providing for the management of the Condominium Property and of the Association Property.
- (b) To charge, assess and collect fees, charges, assessments, including reserves for the Condominium (if approved by the Owners), not less frequently than quarterly, and to enforce the collection according to the Declaration of Condominium and the exhibits and as allowed by law.
- (c) To lease, maintain, repair and replace the Common Elements and Association Property.
- (d) To purchase or lease real and personal property in the Association's name.
- (e) To maintain minutes of all meetings of the Unit Owners and the Board of Directors. (The minutes, together with current copies of the Declaration, Articles of Incorporation, Bylaws, Rules

and Regulations, books, records and audited financial statements shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, any holder, insurer or guarantor of any first mortgage that is secured by a Unit, any prospective purchaser of a Unit, or any agency or corporation which has an interest or prospective interest in the Condominium, and Board members at any reasonable time. All accounting records and all minutes shall be retained for a period of time not less than seven years).

(f) To create and promulgate reasonable rules and regulations for the operation of the Condominium.

(g) To adopt a budget for the Association.

(h) To enter into contracts for the purpose of making available to the Owners and residents of the Units such services as, but not limited to, doorman and automobile parking; maid service, security and security alarm system, contracts for maintenance, repair, replacement of common elements and the like, provided, however that (i) the term of period of such contracts shall not exceed three (3) years (ii) the contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party and (iii) the Board shall have no obligation to provide such services.

(i) To assist in the enforcement of the terms of the Club Cortile Master Association Declaration of Covenants, which relate to the Stormwater Management System.

(j) To convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

(k) To enter into easement agreements with the Master Association for the uniform maintenance of all the grounds and improvements constituting a part of the Club Cortile Community.

4.2 Right of Access. The Association has the irrevocable right of access to each unit, during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

## 5. OFFICERS

5.1 Officers. The officers of the Association shall be a President and Vice President, each of whom shall be a Director and a Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate. Any officer may be removed preemptorily, without cause, by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. Following turnover by Darlin, Inc. to the members of Club Cortile Master Association, Inc. (the "Master Association"), the President shall serve *ex officio* as a member of the Board of Directors of the Master Association.

5.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members meetings; shall tend to the giving and serving of all notices to the members and directors and other notices required by law; shall have custody of the seal and affix it to instruments requiring a seal when duly signed; shall keep the records of the Association, and shall perform all duties incident to the office and as may be required by the directors or the President.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office.

5.6 No Compensation. No compensation shall be paid to any officer of the Association. No officer who is a designee of the Developer shall receive any compensation for his services as an officer.

## 6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium, Articles of Incorporation of the Association, and the Condominium Acts shall be supplemented by the following provisions.

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expenses. Current expenses shall include all receipts and expenditures within the year for which the budget is made, including, if applicable, but not limited to those expenses listed in Section 718.504(21), Florida Statutes, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for operating expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine.

(b) Reserve Accounts. Reserve accounts for capital expenditures and deferred maintenance. Each of these accounts shall include, but not be limited to roof replacement, building painting, and pavement resurfacing. The establishment and funding of these reserve accounts shall be subject to the conditions and exceptions set forth in Section 718.112(2)(f), Florida Statutes.

(c) Operations. Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized.

6.2 Budget. The Board of Directors shall adopt a Budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves. The form of the annual budget shall be in conformance with Sections 718.111, 718.112 and 718.504(21), Florida Statutes. A copy of the Budget shall be delivered by mail or hand delivery at the address of the Unit Owner last furnished to the Association not less than fourteen (14) days prior to the meeting of the Unit Owners or the Board of Directors at which it is to be considered, together with a notice of that meeting. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon

written application of ten percent (10%) of the Unit Owners to the Board shall call a special meeting of the Unit Owners within twenty-one (21) days after adoption of the annual budget, upon not less than fourteen (14) days written notice to each Unit Owner. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At the special meeting, the Unit Owners shall consider and enact a budget. The adoption of the budget requires a vote of not less than a majority of the vote of all Unit Owners. The budget shall be considered adopted if approved by a majority of the Unit Owners at the meeting or in writing. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, then the budget adopted by the Board of Directors goes into effect as scheduled. 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 Condominium Association which are not anticipated to be incurred on a regular annual basis, or assessments for betterments to the Condominium property must be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board may 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 the majority of all of the Unit Owners.

6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually, in advance, thirty (30) days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors, but not less frequently than quarterly. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and payments on such assessment shall be due and payable in the same manner as the prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a special assessment in case of any immediate need or emergency.

6.4 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an assessment, the Board of Directors may accelerate the remaining quarterly balance of the assessment upon notice to the Unit Owner, and the then unpaid quarterly balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5 Depository. The depository of the Association shall be such bank or savings and loan association as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.6 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons including officers and Directors controlling or disbursing funds of the Association in accordance with Section 718.111(11)(d), Florida Statutes. The premiums on such bonds shall be paid by the Association.

6.7 Audit. An audit of the accounts of the Association shall be made within ninety (90) days of the Association's fiscal year end. A copy of any audit report received as a result of an audit shall be made available to each member of the Association, any holder, insurer or guarantor of any first mortgage that is secured by a Unit, and any prospective purchaser of a Unit at the office of the Association at reasonable hours, and furnished to any agency or corporation which has an interest or prospective interest in the Condominium, upon written request. Additionally, within twenty-one (21) days after the financial report is received by the Association, the Association will mail to each Unit Owner at the address last furnished to

the Association by the Unit Owner, a notice that a copy of the financial report will be mailed to the Unit Owner, upon receipt of a written request from the Unit Owner. The audit, as used herein, is not intended to be a certified audit, but need only be a summation of the year's transactions.

## **7. PARLIAMENTARY RULES**

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

## **8. AMENDMENTS**

A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing; provided, however, such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum. Except as elsewhere provided, the approval of an amendment must be by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit Owner nor against any Condominium Unit or class or group of Units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. For so long as the Developer has the right to appoint the majority of the members of the Board of Directors, any amendment to these Bylaws shall require the prior written approval of the Department of Housing and Urban Development ("HUD"), the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development. Each amendment shall, on the first page, identify the book and page of the public records where the declaration of each condominium operated by the Association is recorded.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by The President or duly qualified officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium where the Condominium is located.

8.3 Format of Amendment. No Bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. Non-material errors or omissions in the Bylaw process shall not invalidate and otherwise properly promulgate an amendment. Extensive changes to the Bylaws may be changed in accordance with Section 718.112(2)(h), Florida Statutes.

8.4 Approval of Amendments by Veterans' Administration ("VA") and Federal Housing Administration "FHA". For so long as the Developer is in control of the Association, all amendments to the bylaws shall be subject to the approval of the VA/FHA.

## **9. FINES, LEVY AND FORECLOSURE**

9.1 **Power to Levy Fines.** The Board of Directors of the Association shall have the power and authority to levy and collect fines for failure to pay any sums due in accordance with the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations periodically created from time to time by the Board of Directors and/or the Association for the operation and management of the Condominium property, provided any such fine is in compliance with Section 718.116(3) and/or 718.303(3), Florida Statutes, as applicable. An administrative fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for each delinquent installation for which payment is late may not be deemed a fine.

9.2 **Procedures.** In the event a fine is to be levied, the following procedure shall be followed:

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other Unit Owners after reasonable notice of not less than fourteen (14) days, and said notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration, Association Bylaws, or Association rules which have allegedly been violated; and
- (3) A short and plain statement of the matters asserted by the Association.

(b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

(c) The hearing shall be conducted before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

(d) The fine may not become a lien against the Unit. The amount of the fine must be in compliance with Section 718.303(3), Florida Statutes.

## **10. CERTIFICATE OF COMPLIANCE**

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

## **11. ARBITRATION**

In the event of a dispute between the Association and one or more Unit Owners, each party shall submit to mandatory, non-binding arbitration in accordance with Section 718.1255(4), Florida Statutes.

## **12. RESPONSE TO INQUIRY**

When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board will respond in writing to the Unit Owner within thirty (30) days of the inquiry. The Board's response will either: (i) give a substantive response, (ii) notify the Unit Owner that legal advice has been requested, or (iii) notify the Unit Owner that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation.

**13. CONDOMINIUM ACT**

To the extent not specifically set forth herein, all provisions of Section 718.112(2)(a) through (m), Florida Statutes, are deemed to be included in these Bylaws.

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The foregoing were adopted as the Bylaws of the Association at the first meeting of the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Name: \_\_\_\_\_

Secretary

APPROVED BY:

\_\_\_\_\_  
Name: \_\_\_\_\_

President

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