

DECLARATION OF CONDOMINIUM

OF

PARK LAKE TOWERS

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Made this 28th day of April, 1975, by MARCAL, INC. and CONTAD, INC., both Florida corporations, d/b/a PARK LAKE TOWERS, a joint venture, for theirself, their successors, grantees and assigns, herein called "Developer".

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described and improvements described and to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 711 of the Florida Statutes, herein called the "Condominium Act".

1.1 Name and Address. The name by which this condominium is to be identified is:

PARK LAKE TOWERS
A Condominium

and its address is:

400 East Colonial Drive
Orlando, Florida

1.2 The Land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Orange County, Florida:

Lots 1, 2 and the West 1/2 of Lot 3, Block "B", MRS. NORMAN ROBINSON'S ADDITION TO ORLANDO, as recorded in Plat Book "E", Page 17, Public Records of Orange County, Florida.

And the South 109 feet of the East 1/2 of the aforesaid Lot 3, and the South 109 feet of Lot 13, Block "B", AMENDED PLAT OF MRS. NORMAN ROBINSON'S ADDITION TO ORLANDO, as recorded in Plat Book "F", Page 122, Public Records of Orange County, Florida.

Subject to an easement for ingress and egress being the South 109 feet of the West 15 feet of the East 36.15 feet of Lot 13, Block "B", AMENDED PLAT OF MRS. NORMAN ROBINSON'S ADDITION TO ORLANDO, as recorded in Plat Book "F", Page 122, Public Records of Orange County, Florida.

And also: Begin at the Northeast corner of the West 1/2 of Lot 3, Block "B", MRS. NORMAN ROBINSON'S ADDITION TO ORLANDO as recorded in Plat Book "E", Page 17, Public Records of Orange County, Florida. Run thence North 13.06 feet to the South right of way of State Road No. 50 (Section 7506-203); thence West along said South right of way, 240.43 feet to the

RETURN TO
TURNBULL, ABNER AND DANIELS
ATTORNEYS AT LAW
P. O. BOX 100
WINTER PARK, FLA. 32789

THIS DOCUMENT WAS PREPARED BY L. PHARR ABNER
OF TURNBULL, ABNER AND DANIELS
147 W. LYMAN AVE. P. O. BOX 100 WINTER PARK, FLA. 32789

P.C. of a curve concave to the Southeast with a radius of 10 feet; thence Southwesterly along the arc of said curve 15.71 feet; thence South 22.37 feet to the Northwest corner of Lot 1, MRS. NORMAN ROBINSON'S ADDITION; thence North-easterly along the North line of Lots 1, 2 and 3 to the point of beginning. Being part of the unnamed boulevard lying North of Lot 1, 2 and 3, Block "B", MRS. NORMAN ROBINSON'S ADDITION TO ORLANDO, as recorded in Plat Book "E", Page 17, Public Records of Orange County, Florida.

which lands are called "the land".

2. Definitions. The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Condominium Act (Section 711.03, Florida Statutes) and as follows unless the context otherwise requires:

2.1 Apartment. Apartment means unit as defined by the Condominium Act.

2.2 Apartment Owner. Apartment owner means unit owner as defined by the Condominium Act.

2.3 The Association. The Association means Park Lake Towers Condominium Association, Inc., a non-profit Florida corporation, and its successors.

2.4 Common Elements. Common elements shall include: (a) the condominium property not included in the apartment units; (b) tangible personal property required for the maintenance and operation of the common elements even though owned by the Association.

2.5 Limited Common Elements. Limited common elements means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units and any reference made to common elements in the following provisions of this Declaration or other condominium instruments is meant to also include limited common elements.

2.6 Common Expenses. Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements, and of the portions of apartment units to be maintained by the Association; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws; and (d) any valid charge against the condominium as a whole.

2.7 Condominium. Condominium means all of the condominium property as a whole where the context so permits, as well as the meaning stated in the Condominium Act.

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

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

2.10 Utility Services. Utility services as used in the Condominium Act and construed with reference to this condominium

and as used in the Declaration and By-Laws shall include but not be limited to electric power, water, gas, heating, air conditioning and garbage and sewage disposal.

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

3.1 Plot Plans and Floor Plans. Attached hereto as Exhibit A is a certificate by Daniel E. Gentry of Jones, Wood & Gentry, Inc., Orlando, Florida, registered surveyor, that the description of improvements as shown in the "plot plans" recorded in Condominium Book 3, Pages 92 to thru 112, both inclusive, Public Records of Orange County, Florida, is a correct representation thereof.

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

(a) Utilities. As may be required for utility services in order to adequately serve the condominium; provided, however, easements through an apartment unit shall only be according to the plans and specifications for the building containing the apartment unit or as the building is actually constructed, unless approved in writing by the apartment unit owner.

(b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, walks, lobbys, stairways, walkways and lanes, etc. as the same may from time to time exist upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes but the same shall not give or create in any person the right to park upon any portion of the condominium property not designated as a parking area.

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

(d) Developer. Until such time as Developer has completed all of the contemplated improvements and sold all of the units contained within the condominium property, easements, including, but not limited to, ingress and egress, are hereby reserved and shall exist through and over the condominium property as may be required by Developer for the completion of the contemplated improvements and the sale of said units. Neither the unit owners nor the Association, nor their use of the condominium property, shall interfere in any way with such completion and sale.

3.3 Improvements-General Description.

(a) Apartment Building. There is one apartment building with 19 stories above the ground and 1 story below the ground. There are two elevators and two stair wells. There are 170 apartment units which are located on the top 17 floors, with the exception that a part of each of the four corner units on the top floor extends to and is located on the roof level, 10 units per floor with laundry room and trash chute on each floor. The first 2 stories above the ground are the lobby area. The one floor which is underground consists of parking, multi-purpose recreation room area, health club area and equipment rooms. The number, location and size of each

apartment unit is graphically shown on Exhibit B incorporated herein and recorded in Condominium Book 3, Pages 92 ~~to thru 112~~, of the Public Records of Orange County, Florida.

(b) Other Improvements. The Condominium includes landscaping, swimming pool, automobile parking areas, and other facilities which are part of the common elements described in the "plot plans" incorporated herein as Exhibit B.

3.4 Apartment Boundaries. Each apartment unit, which term is used in this subsection concerning boundaries, shall include that part of the building containing the apartment unit that lies within the boundaries of the apartment unit, which boundaries are as follows:

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

(1) Upper Boundary - the horizontal plane of the unfinished ceiling.

(2) Lower Boundary - the horizontal plane of the finished floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of the apartment unit shall be the vertical planes of the unfinished interior of the walls bounding the apartment unit extended to the intersection with each other and with the upper and lower boundaries.

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

3.5 Common Elements. The common elements include the land and all of the parts of the condominium not within the apartment units as defined in Section 3.4.

3.6 Amendment of Plans.

(a) Alteration of Apartment Plans. Developer reserves the right to change the interior design and arrangement of all apartments, and to alter the boundaries between apartments, so long as Developer owns the apartments so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements (other than interior of walls abutting apartments owned by the Developer) without an amendment of this Declaration approved by the Association, apartment owners, and owners of approved first mortgages in the manner elsewhere provided. If Developer shall make any changes in apartments so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one apartment is concerned, the Developer shall apportion between the apartments the shares in common elements which are appurtenant to the apartments concerned.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, other apartment owners, or lienors or mortgagees of other apartments or of the condominium, whether or not such signatures are elsewhere required for an amendment; provided, however, the foregoing right shall not change the percentage of apartment owner's proportionate share of the common expenses or surplus or voting rights, unless consented to, in writing, by such apartment owner and any approved first mortgagee holding a mortgage on said apartment.

4. The Apartment Building.

4.1 Apartments. The apartment units in the condominium building are identified and briefly described in the "plot plans" recorded in Condominium Book 3, Pages 92 ~~to thru 118.~~, both inclusive, Public Records of Orange County, Florida.

4.2 Appurtenances to Each Apartment. The owner or owners of each apartment unit shall have a 1/170th undivided interest in and to the common elements and the membership of each apartment unit owner in the Association and the interest of each apartment unit owner in the funds and assets held by the Association. Where an apartment unit is owned by the non-profit management corporation no vote shall be allowed for such apartment unit.

4.3 Liability for Common Expenses and Share of Common Surplus. Each apartment unit owner shall share the common expense and common surplus to the same extent as he shares in the common elements (Section 4.2); however, this does not include the right to withdraw or require payment or distribution of the same. Where an apartment unit is owned by the non-profit management corporation the share of common expenses and common surplus of such apartment unit shall be shared equally by all other apartment unit owners.

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

5.1 Common Elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a common expense.

(b) Alteration and Improvement. After the completion of the improvements including the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five (75%) per cent of the common elements, except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment unit owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a mortgage upon the apartment unit owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to other apartment unit owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of apartment unit owners in the common elements altered or further improved, whether or not the apartment unit owner contributes to the cost of such alteration or improvements.

5.2 Apartments.

(a) By Association. The Association shall maintain, repair and replace as a common expense of the apartment building containing an apartment unit:

(1) All portions of an apartment unit, except interior surfaces contributing to the support of the apartment building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring

and other facilities for the furnishing of utility services contained in the portions of an apartment unit maintained by the Association; and all such facilities contained within an apartment unit that services part or parts of the Condominium other than the apartment unit within which contained.

(3) All incidental damage caused to an apartment unit by such work shall be promptly repaired by the Association.

(b) By the Apartment Owner. The responsibility of the apartment unit owner shall include:

(1) To maintain, repair, and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, hot water heaters, refrigerators, dish-washers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his apartment unit except the portions specifically to be maintained, repaired and replaced by the Association.

(2) Not to enclose, paint, or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

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

(c) Alteration and Improvement. Subject to the other provisions of 5.2 and which in all cases shall supersede and have the priority over the provisions of this section when in conflict therewith, an apartment unit owner may make such alteration or improvement to the apartment unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other apartment unit owners and further provided that an apartment unit owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing service, without first obtaining approval in writing of owners of all other apartment units in such apartment building and the approval of the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes.

6. Assessments. The making and collection of assessments against apartment unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Expense. Each apartment unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, the same as set forth in Section 4.2 and Section 4.3 but the same shall not vest or create in any apartment unit owner the right to withdraw or receive distribution of his share of the common surplus.

6.2 Payments. Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due, shall not bear interest but all sums not so paid on or before ten (10) days after the same is due shall bear interest until paid at the rate of ten (10%) per cent. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire assessment as to that delinquent owner due and payable in full as if the entire amount was originally assessed.

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

6.4 Developer's Obligation to Pay Assessments. Except as provided for in subsection 6.3 above, and in this subsection, no unit owner may be excused from the payment of his proportionate share of the common expense unless all unit owners are likewise proportionately excused from such payment, except in the following case:

(a) The Developer or its successor in interest owning condominium units shall be excused from the payment of its share of the common expense in respect of those units during the period of time that it guarantees that the assessment for common expenses of the condominium, imposed upon the unit owners other than the Developer shall not increase over \$65.00 per month per unit, and obligates itself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

7. Association. The operation of the condominium shall be by Park Lake Towers Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit C.

7.2 By-Laws. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached as Exhibit D.

7.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be

liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

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

8.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the apartment building and its appurtenances, also for the benefit of apartment unit owners and their mortgagees as their interest may appear and provisions shall be made for the issuance of certificates of mortgagee policies and endorsements thereon shall be deposited with the Insurance Trustee. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any apartment unit owner but the apartment unit owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Apartment unit owners shall furnish the Association with copies of all insurance policies obtained by them.

8.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

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

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

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

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

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

8.3 Premiums. Premiums for insurance shall be a common expense. Premiums shall be paid by the Association.

8.4 Insurance Trustee Share of Proceeds. All insurable policies purchased by the Association shall be for the benefit of the Association and the apartment unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in Orange or Seminole County, Florida, and possessing trust powers as may from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee". The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in

trust for the purposes elsewhere stated herein and for the benefit of the apartment unit owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee.

(a) Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment unit owner of the condominium, such share being the same as the share upon termination as shown on Exhibit E attached hereto.

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

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

(2) When the building is not to be restored for the owners of apartment units in such building, in undivided shares being the same as their respective shares upon termination as shown on Exhibit E.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment unit, the share of an apartment unit owner shall be held in trust for the mortgagee and the apartment unit owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as provided in 9.1 (b) (1) and (2).

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

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

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

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

9. Reconstruction or Repair After Casualty.

9.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether

or not it shall be reconstructed or repaired shall be determined in the following manner:

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

(b) Building.

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

(2) Total Destruction - If the damaged improvement is the building and ninety (90%) per cent or more of the amount of casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall not be reconstructed or repaired unless within sixty (60) days after casualty seventy-five (75%) per cent of the owners of the apartment units and all mortgagees, being banks, savings and loan associations, insurance companies and a Massachusetts type business trust holding first mortgages, upon apartment units contained within such building shall within sixty (60) days after casualty agree, in writing, that the same shall be reconstructed or repaired.

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

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

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

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

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the apartment unit owners who own the damaged apartment units, and against all apartment unit owners in the case of damage to common

elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment unit owners for damage to apartment units shall be in proportion to the cost of reconstruction and repair of their respective apartment units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

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

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

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against apartment unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Apartment Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment unit owner, shall be paid by the Insurance Trustee to the apartment unit owner or if there is a mortgage endorsement as to such apartment unit, then to the apartment unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

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

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

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

(5) Certificate - Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon

approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the association made by its President and Secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgage which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

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

10.1 Apartments. Each of the apartment units shall be occupied only by the individual owner, members of a family, their servants and guests, as a residence and for no other purpose.

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

10.3 Leasing. Apartment units may be rented provided the occupancy is only by the lessee and the members of his family, servants and guests.

10.4 Regulations. Reasonable Regulations concerning the use of the condominium property may be made and amended from time to time by the Association as provided by its Articles of Incorporation and By-Laws. Copies of such Regulations and amendments thereto shall be furnished by the Association to all apartment unit owners and residents of the condominium.

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

11.1 Transfers Subject to Approval.

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

(b) Lease. No apartment unit owner may lease an apartment unit or any interest therein by lease for a period in excess of one year without approval of the Association.

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

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

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

(a) Notice to Association.

(1) Sale - An apartment unit owner intending to make a bona fide sale of his apartment unit or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment unit owner's option may include a demand by the apartment unit owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

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

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

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

(b) Certificate of Approval.

(1) Sale - If the proposed transaction is a sale, then within ten (10) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, delivered to the apartment unit owner and shall be recorded in the Public Records of Orange County, Florida.

(2) Lease - If the proposed transaction is a lease, then within ten (10) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in non-recordable form and delivered to the apartment unit owner.

(3) Gift; Devise or Inheritance; Other Transfers - If the apartment unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment unit owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association and in recordable form delivered to the apartment unit owner and shall be recorded in

the Public Records of Orange County, Florida.

(c) Approval of Corporate Owner or Purchaser.

Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment unit owner or purchaser of an apartment unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment unit be also approved by the Association.

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

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment unit owner shall so demand, then within fifteen (15) days after receipt of such notice and information the Association shall deliver or mail by certified or registered mail to the apartment unit owner an agreement to purchase by a Purchaser, being either the Association or a person approved by the Association, who will purchase and to whom the apartment unit owner must sell the apartment unit upon the following terms:

(1) At the option of the Purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the Purchaser.

(2) If the Purchaser shall elect to purchase at the price stated in the agreement, the purchase price shall be paid in the manner and subject to the conditions of such agreement; if the Purchaser shall elect to purchase at the fair market value determined by arbitration, the purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within thirty (30) days after the determination of the sale price if such is by arbitration, whichever is later.

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

(b) Lease. If the proposed transaction is a lease, the apartment unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift; Devise or Inheritance; Other Transfers.

If the apartment unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the apartment unit owner an agreement to purchase by a Purchaser, being either the Association or a person who will purchase and to whom the apartment unit owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair mar-

ket value determined by agreement between the apartment unit owner and 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, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the Purchaser.

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

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

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

11.4 Mortgage. No apartment unit owner may mortgage his apartment unit nor any interest therein without the approval of the Association except to a bank, life insurance company, savings and loan association, the Developer or the successors in title to the Developer or a Massachusetts type business trust. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld. Nothing herein shall prevent the owner of an apartment unit from receiving a purchase money mortgage as part of the consideration for the approved sale of his apartment unit.

11.5 Exceptions. The foregoing provisions of Sections 10 (Use Restrictions) and 11 (Maintenance of Community Interests) shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association or a Massachusetts type business trust which acquired its title as the result of owning a mortgage upon the apartment unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association or Massachusetts type business trust which so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Developer or a transfer, sale or lease by the Developer; nor shall such provisions require the approval of a Purchaser who acquires the title to an apartment unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

11.6 Separation of Interests. A sale of an apartment unit shall include all of its appurtenances whether so stated or not and appurtenances may not be sold separate from an apartment unit. A lease of an apartment unit shall include any parking space assigned to it and no parking space may be leased separate from the apartment unit to which it is assigned.

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

11.8 Fee for Approval - Limitation. No fee shall be charged by the Association in connection with a transfer or approval which is in excess of the expenditures reasonably required for credit

report expense, and this expense shall not exceed fee permitted under the Condominium Act.

11.9 Notice of Lien or Suit.

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

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

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

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

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

12.2 Limitation. If at any one time the Association be the owner or agreed Purchaser of three (3) or more apartment units, it may not purchase any additional apartment units without the prior written approval of seventy-five (75%) per cent of members eligible to vote thereon. A member whose apartment unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartment units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

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

13.1 Enforcement. The Association is hereby empowered to enforce this Declaration and the By-Laws and Rules and Regulations of the Association by such means as are provided by the laws of the State of Florida.

13.2 Negligence. An apartment unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment unit, or of the common elements or of the

limited common elements.

13.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment unit owner to comply with the terms of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court, provided no attorneys' fees may be recovered against the Association in any such action.

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

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

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

14.2 Resolution. An amendment may be proposed by either the Board of Directors or by seventy-five (75%) per cent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and seventy-five (75%) per cent of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, delivered to the Secretary before such meetings.

14.3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartment units in the condominium in the manner required for the execution of a deed, and such amendments shall be effective when recorded in the Public Records of Orange County, Florida.

14.4 Proviso. Provided, however that no amendment shall discriminate against any apartment unit owner nor against any apartment unit or class or group of apartment unit owners or apartment units unless the apartment unit owners so affected and such of their first mortgagees which are banks, savings and loan associations, insurance companies and a Massachusetts type business trust shall consent; and no amendment shall change any apartment unit nor eliminate a unit owner's assigned parking space nor change the share in the common elements, and other of its appurtenances nor increase the owner's share of the common expenses unless the owner of the apartment unit concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in Sections 8 or 9 unless the record owners of all mortgagees upon apartment units in the condominium shall join in the execution of the amendment.

14.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Orange County, Florida.

15. Termination. The condominium may be terminated in the

following manner:

C.R. 2616 PG 1173

15.1 Agreement. The condominium may be terminated at any time by approval, in writing, of all of the owners of the condominium and by all record owners of mortgages upon apartments therein owned by a bank, life insurance company, savings and loan association or a Massachusetts type business trust.

15.2 Total Destruction of the Apartment Building. If all the apartment building as a result of common casualty, be damaged within the meaning of 9.1 (b) (2) and it not be decided as therein provided that such building shall be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The owners of the common elements shall thereupon be the owners, as tenants in common, of the condominium property and the assets of the Association. The shares of such tenants in common shall be as shown on Exhibit E which is attached hereto and is a part hereof.

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

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

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

17. Intent. It is the intent of the Developer to create a condominium pursuant to Chapter 711, Florida Statutes, and pursuant to the common laws of the State of Florida as they may exist on the date this Declaration is filed. In the event that the condominium herein created by this Declaration shall fail in any respect to comply with Chapter 711, Florida Statutes, then the common law as the same exists on the filing date of said Declaration shall control. Therefore, the condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the By-Laws attached hereto as Exhibit D, and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

18. Covenants Running with the Land. All provisions of this Declaration of Condominium and all attachments thereto shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every apartment owner and claimant of the property or any part there-

of or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound thereby.

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

MARCAL, INC.

Witnesses:

By: James R. Williams
President

Frances Oberger
Charlotte W. Franklin

Attest: Thomas A. Stanford
Secretary



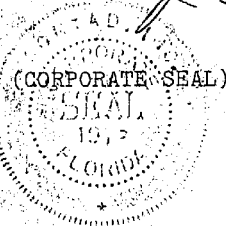
By: [Signature]
President

CONTAD, INC.

Witnesses:

Charlotte W. Franklin
Roberta J. McCall

Attest: [Signature]
Secretary

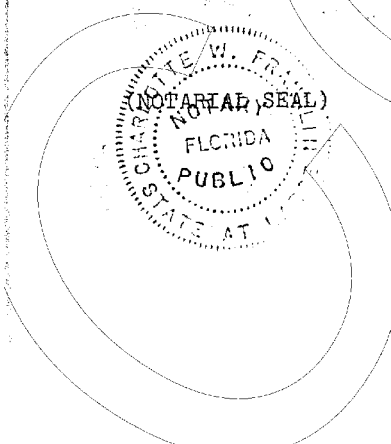


d/b/a PARK LAKE TOWERS, a joint venture

STATE OF FLORIDA
COUNTY OF ORANGE

Before me the undersigned authority, personally appeared JAMES R. WILLIAMS and THOMAS A. STANFORD, President and Secretary, respectively of MARCAL, INC. who acknowledged before me that they as officers of said corporation, executed this Declaration and affixed the seal of said corporation, and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this 28th day of April, 1975.



Charlotte W. Franklin
Notary Public
My Commission Expires:

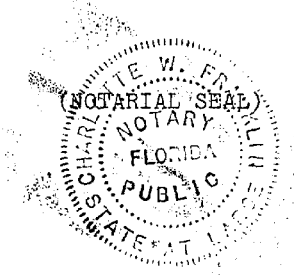
Notary Public, State of Florida at Large
My Commission Expires July 29, 1978
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA

COUNTY OF ORANGE

Before me the undersigned authority, personally appeared L. PHARR ABNER and NAT M. TURNBULL, President and Secretary, respectively of CONTAD, INC. who acknowledged before me that they as officers of said corporation, executed this Declaration and affixed the seal of said corporation, and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this 28th day of April, 1975.



Charlotte W. Franklin
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires July 29, 1978
Bonded by American Fire & Casualty Co.

COPY

CONSENT OF MORTGAGEES

THOMPSON S. BAKER, GUY W. BOTTS, W. J. BOWEN, ROBERT P. CRISP, JAMES FENTRESS, JOHN A. GILLILAND, W. WILSON MUNNERLYN, J. P. THORNTON, JAMES H. WINSTON and WILLIAM S. WOODS, not individually, but only as Trustees of BARNETT MORTGAGE TRUST, an unincorporated business trust organized under the laws of the State of Florida pursuant to the Declaration of Trust dated March 4, 1970, as amended and restated, the owner and holder of a first mortgage on the property described in the above and foregoing DECLARATION OF CONDOMINIUM OF PARK LAKE TOWERS, and RUBETH, INC., a Florida corporation, the owner and holder of a second mortgage on the said property, do hereby consent to the above and foregoing DECLARATION OF CONDOMINIUM for the purpose of submitting the said property to condominium ownership.

IN WITNESS WHEREOF, the parties hereto have executed this consent this 22 day of April, 1975.

Witnesses:

Henry R. Brown
Deeky L. Miller
As to Barnett Mortgage Trust

BARNETT MORTGAGE TRUST

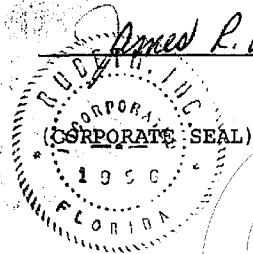
By: William S. Woods

As Trustee aforesaid, duly authorized pursuant to a Resolution of the Trustees dated January 22, 1971, to execute this instrument in the name of and on behalf of all Trustees in their capacity as such, and not individually, and the obligations hereof shall not be binding upon any of the Trustees, shareholders, officers or agents of the Trust personally, but binding only the Trust estate.

Alena Davis
James L. Williams

RUBETH, INC.

By: Eugene L. Jewett
Eugene L. Jewett, President



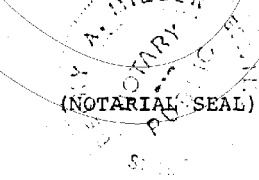
Attest: Thomas A. Stanford
Thomas A. Stanford, Secretary

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM S. WOODS as one of the Trustees of BARNETT MORTGAGE TRUST, a Florida business trust, for himself and on behalf of all the Trustees pursuant to the terms of the Declaration of Trust dated March 4, 1970, as amended and restated, to me well known and known by me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same freely and voluntarily and for the uses and purposes in said instrument set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of April, 1975.



Deeky L. Miller
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My commission expires May 17, 1975
Bonded by Transamerica Insurance Co.

STATE OF FLORIDA
COUNTY OF ORANGE

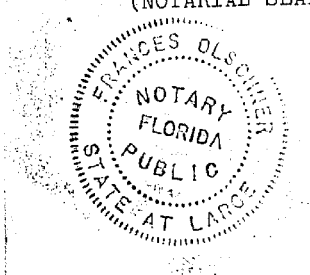
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared EUGENE L. JEWETT and THOMAS A. STANFORD, well known to me to be the President and Secretary, respectively, of RUBETH, INC., a Florida corporation, named in the foregoing instrument, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation; that the seal affixed thereto is the true corporate seal of said corporation; and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of April, 1975.

Francis Olschew
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 27, 1978
Bonded by American Fire & Casualty Co.

(NOTARIAL SEAL)



C O R P O R A T I O N

EXHIBIT A

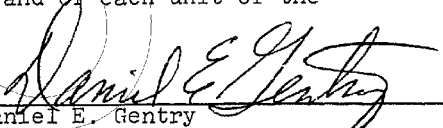
TO

DECLARATION OF CONDOMINIUM
OF PARK LAKE TOWERS

CERTIFICATE OF SURVEYOR made this 28th day of April,
1975.

I, DANIEL E. GENTRY, of Jones, Wood & Gentry, Inc., a
Florida corporation, 136 East Robinson, Orlando, Florida, certify
as follows:

1. I am a surveyor authorized to practice in the
State of Florida.
2. This certificate is made as to PARK LAKE TOWERS,
a condominium, located at 400 East Colonial
Drive, Orlando, Florida, and in compliance with
Section 711.08, Florida Statutes.
3. The construction of the improvements described
in the plot plans prepared by Jones, Wood &
Gentry, Inc., dated August 10, 1973, is suffic-
iently complete so that such material, together
with the wording of the Declaration, and the
exhibits thereto, constitute a substantially
correct representation of the improvements de-
scribed, and there can be determined from them
the identification, location and dimensions of
the common elements and of each unit of the
condominium.



Daniel E. Gentry
Jones, Wood & Gentry, Inc.

Florida Registration No. 1585
State of Florida

