

**Regency Park at Lake Mary  
Condominium Association, Inc.**

**Declaration of Condominium**

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**FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR  
REGENCY PARK AT LAKE MARY, A CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Regency Park at Lake Mary, a Condominium (the "Declaration"), was filed on November 30, 2005, recorded in Official Records Book 6016, at Pages 1 through 214, of the Public Records of Seminole County, Florida;

WHEREAS, 6.2 of the Declaration provides that during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Developer may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association or the rules and regulations of the Association, without the vote or consent of Unit Owners or the Association, except for a "material amendment"; and

WHEREAS, the Developer still wishes to correct a scrivener's error in the identification of the Units and thereby amend the Declaration as set forth herein.

NOW, THEREFORE, the Declaration is amended as hereinafter provided.

1. **Survey - Plot Plan - Floor Plans.** The drawings attached to the Declaration as **Exhibit 2** properly depict the Condominium but contain some inconsistencies with respect to the identification of the Unit. Therefore, pages 120 through 123, and pages 130, 132, 133, and 134 to **Exhibit 2**, as attached to the Declaration, are hereby deleted in their entirety and replaced with pages 120 through 123, and pages 130, 132, 133, and 134 to **Exhibit 2** attached hereto, which depicts the exact same Condominium, but correctly identifies the Units depicted thereon.
2. **Schedule of Percentage Share of Ownership.** **Exhibit 3**, as attached to the Declaration, is hereby deleted in its entirety and replaced with **Exhibit 3** attached hereto, which depicts the exact same Condominium, but correctly identifies the Percentage Shares by Unit Type.
3. **Capitalized Terms.** Capitalized Terms not defined herein shall have the meaning ascribed to them in the Declaration.

All other terms and provisions of the Declaration not specifically amended or altered hereby shall continue in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name and on its behalf by the appropriate individuals on this 30 day of March 2006.

Signed in the presence of:

Print Name: Aixa L. Perez-Silveira

Print Name: Angela Service

LAKE MARY RESIDENCES, LLC, a Florida limited liability company

By: [Signature]

Paul A. Lester, Manager

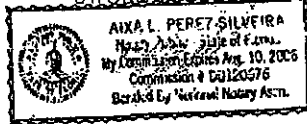
STATE OF FLORIDA )

) SS:

COUNTY OF MIAMI-DADE )

BEFORE ME, personally appeared Paul A. Lester, as Manager of Lake Mary Residences, LLC, a Florida limited liability company, who after being first duly sworn, deposes and states that he has executed the foregoing on behalf of the limited liability company. He presented \_\_\_\_\_ as identification, or is personally known to me.

SWORN TO AND SUBSCRIBED before me this 30 day of March, 2006.



[Signature]  
NOTARY PUBLIC, State of Florida at Large

Print Notary Public Name: Aixa L. Perez-Silveira

My Commission Expires:

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# The Reserve at Lake Mary, a Condominium

## Surveyor's Notes and Certificate

### SURVEYOR'S NOTES:

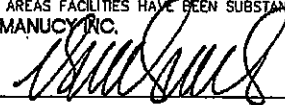
- 1- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD, EXCEPT AS SHOWN HEREON, IF ANY.
- 2- NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES, FOOTINGS OF BUILDINGS, WALLS OR FENCES, EXCEPT AS SHOWN HEREON, IF ANY.
- 3- THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES, EXCEPT AS SHOWN HEREON, IF ANY.
- 4- THE NORTH ARROW AND BEARING SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N 00°09'19" E ALONG THE EASTERLY RIGHT- OF-WAY LINE OF LAKE EMMA ROAD AND ALL OTHER BEARINGS ARE RELATIVE THERETO
- 5- ELEVATIONS SHOWN HEREON IF ANY ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM (1929 MEAN SEA LEVEL).
- 6- FLOOD ZONE DATA: THIS SITE IS IN A FLOOD PRONE AREA, IT IS IN ZONE "AE", AN AREA OF 100 YEAR FLOODING AND ZONE "X", AN AREA OF MINIMAL FLOODING, BASED ON FLOOD INSURANCE RATE MAP, PANEL NO. 120289-0130-E, DATED APRIL 17, 1995, SEMINOLE, COUNTY, FLORIDA.

### CERTIFICATE OF SURVEYOR:

THAT UNDERSIGNED, BEING A PROFESSIONAL LAND SURVEYOR, DULY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN: **The Reserve at Lake Mary, a Condominium** AS SHOWN HEREON ARE SUBSTANTIALLY COMPLETED SO THAT THE MATERIALS COMPRISING EXHIBIT "2" OF THE DECLARATION OF CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

THE UNDERSIGNED FURTHER CERTIFIES THAT ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS AND COMMON AREAS FACILITIES HAVE BEEN SUBSTANTIALLY COMPLETED.

J. H. MANUCY, INC.



DATED: 3/3/06

**BERNABE A. HERNANDEZ**  
REGISTERED LAND SURVEYOR No. 2905  
STATE OF FLORIDA

#### NOTES:

- 1) THIS CERTIFICATION IS ONLY FOR THE LAND AS SHOWN HEREON
- 2) THIS IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM FOR ENCUMBRANCES.
- 3) THIS CERTIFICATE IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**EXHIBIT "2"**

DATE	REVISIONS	BY

**J.H. MANUCY, INC.**  
Land Surveyors, Civil Engineers & Environmental Engineers  
4010 Lake Nona Blvd. #200  
Lake Nona, Florida 32159  
Tel: 407-289-0611 Fax: 407-289-0612



PROJECT NAME:

**The Reserve at Lake Mary, a Condominium**

733 Secret Harbor Lane, Lake Mary, FL 32746

DATE: AUGUST 1, 2005  
DRAWN: L.F.  
CHECKED: B.A.M.  
SCALE: N/A  
FIELD BOOK: SKETCH  
ORDER NO.: 030506

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# The Reserve at Lake Mary, a Condominium

## Units and Buildings numbers, First Floor

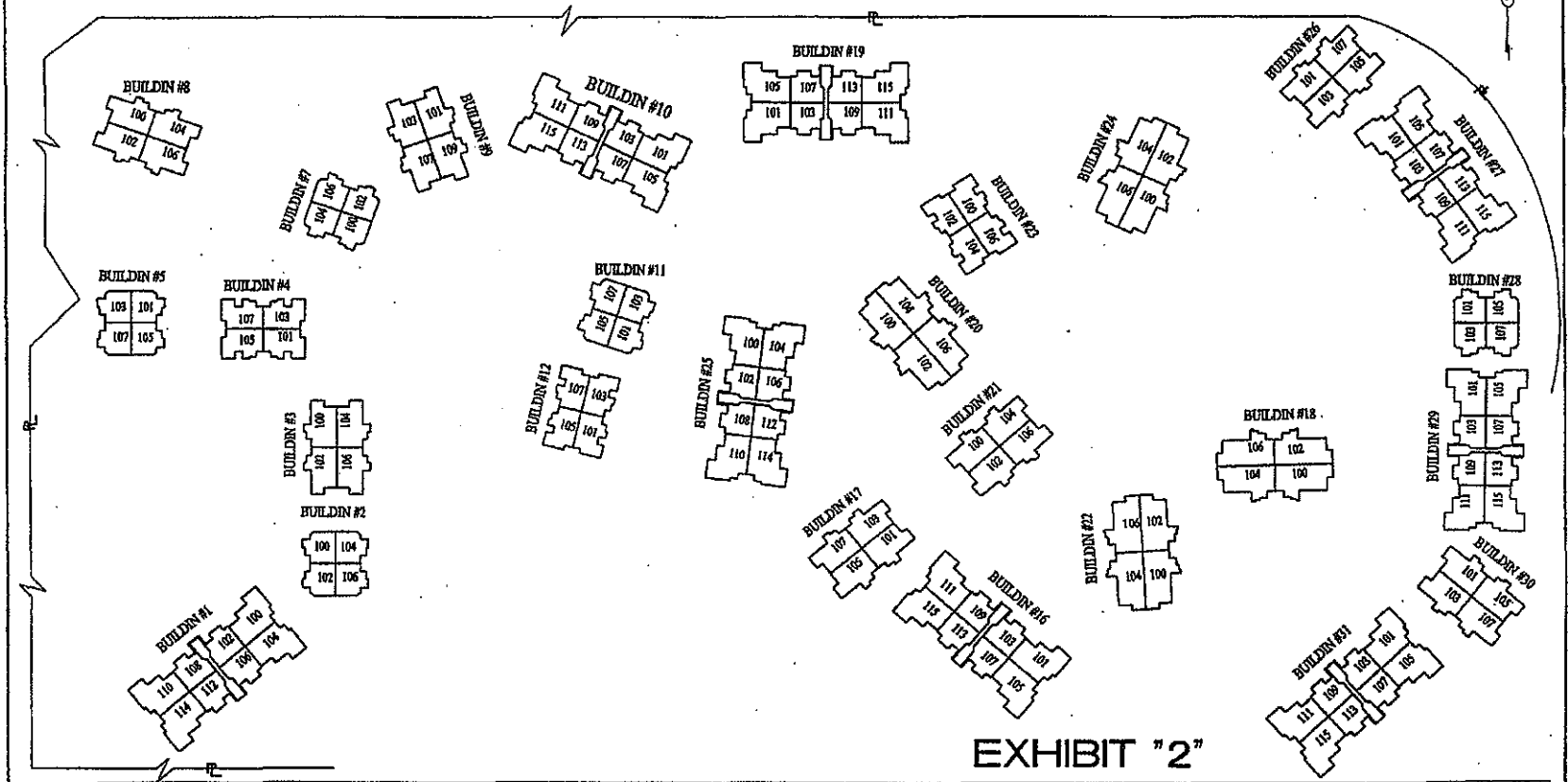


EXHIBIT "2"

DATE	REVISIONS	BY
08/04/00	CHANGED UNIT NUMBER	J.T.

**J.H. MANUCY, INC.**  
 Licensed Professional Engineer  
 7400 SUGAR BEND DRIVE, ORLANDO, FLORIDA 32819  
 TEL: 407-321-1111 FAX: 407-321-1112

PROJECT NAME:  
**The Reserve at Lake Mary, a Condominium**  
 7400 SUGAR BEND DRIVE, ORLANDO, FLORIDA 32819

DATE	AUGUST 1, 2000
DRAWN BY	J.A.
CHECKED BY	J.A.
SCALE	N/A
FIELD BOOK	SKETCH
CREATED BY	JAMM

**120**

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# The Reserve at Lake Mary, a Condominium

## Units and Buildings numbers, First Floor

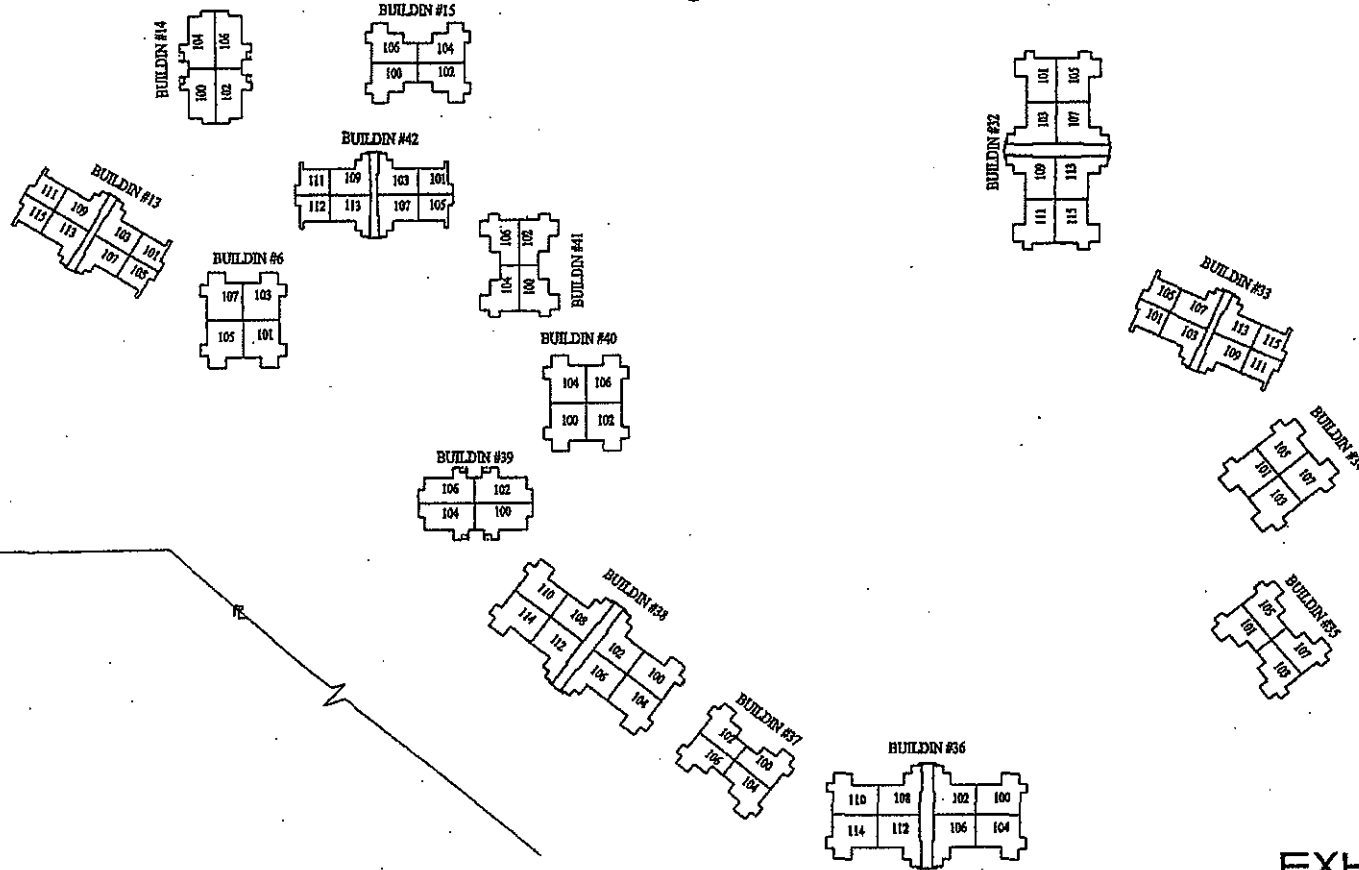


EXHIBIT "2"

DATE	REVISION	BY

**J.H. MANUCY, INC.**  
 Licensed Architectural Firm  
 1400 S.W. 15th Street, Suite 200  
 Ft. Lauderdale, Florida 33304  
 Tel: (954) 575-1111

PROJECT NAME:  
**The Reserve at Lake Mary, a Condominium**  
 7400 SUGAR BEND DRIVE, ORLANDO, FLORIDA 32819

DATE	APPROVAL
CHECKED	SCALE
TITLE	

**121**  
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# The Reserve at Lake Mary, a Condominium

Units and Buildings numbers, Second and Third Floor

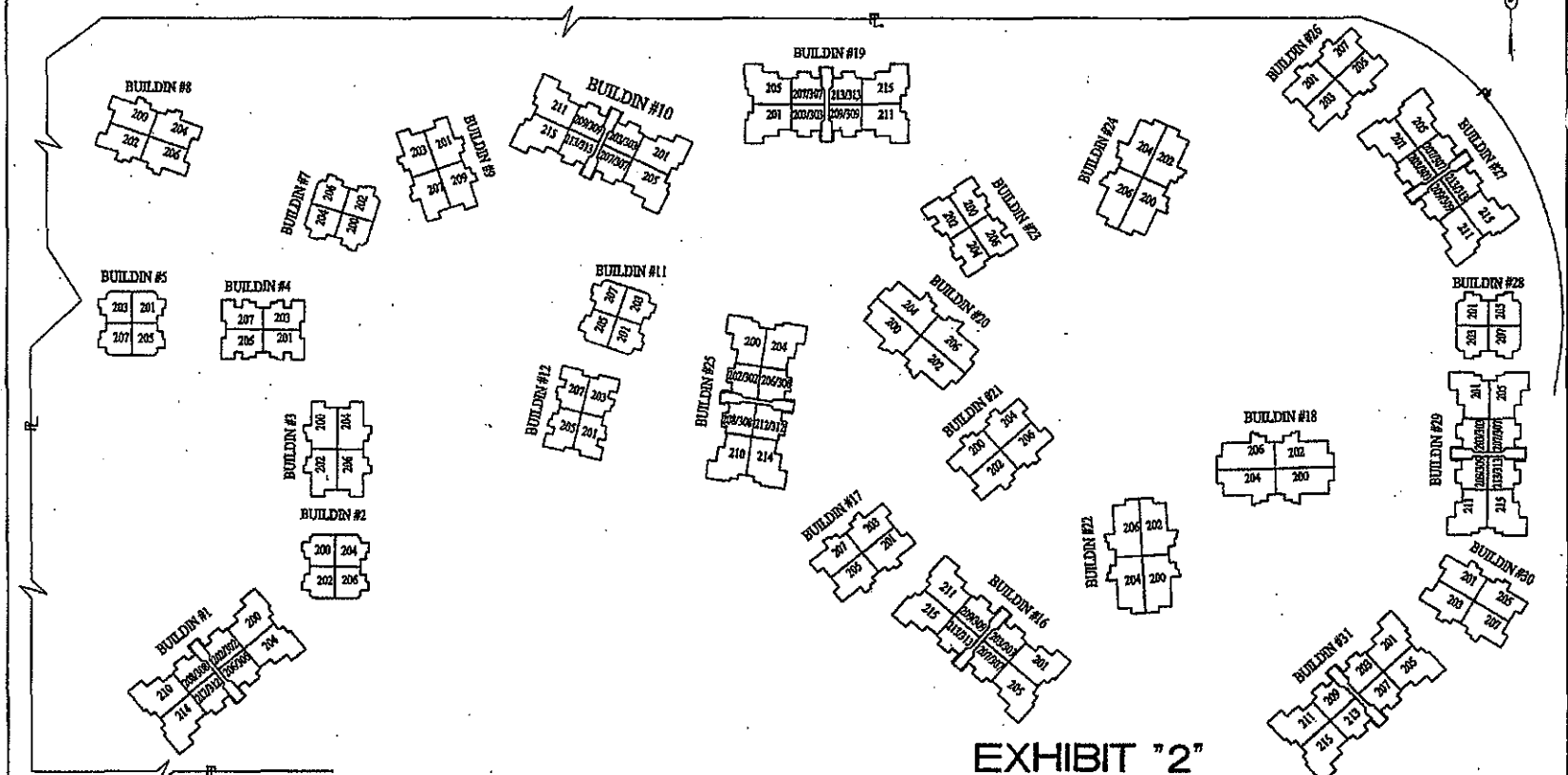


EXHIBIT "2"

DATE	REVISIONS	BY

**J.H. MANUCY, INC.**  
 Licensed  
 Local Government Civil Engineers & Surveyors  
 4915 W. Atlantic Blvd., Suite 200  
 Tallahassee, FL 32310  
 Telephone: 904-291-1811

PROJECT NAME:  
**The Reserve at Lake Mary, a Condominium**  
 7400 SUGAR BEND DRIVE, ORLANDO, FLORIDA 32819

DATE	AUGUST 1, 2006
DRAWN	S.E.
CHECKED	S.A.K.
SCALE	N/A
FIELD BOOK	SKETCH
ORDER NO.	10006

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# The Reserve at Lake Mary, a Condominium

## Units and Buildings numbers, Second and Third Floor

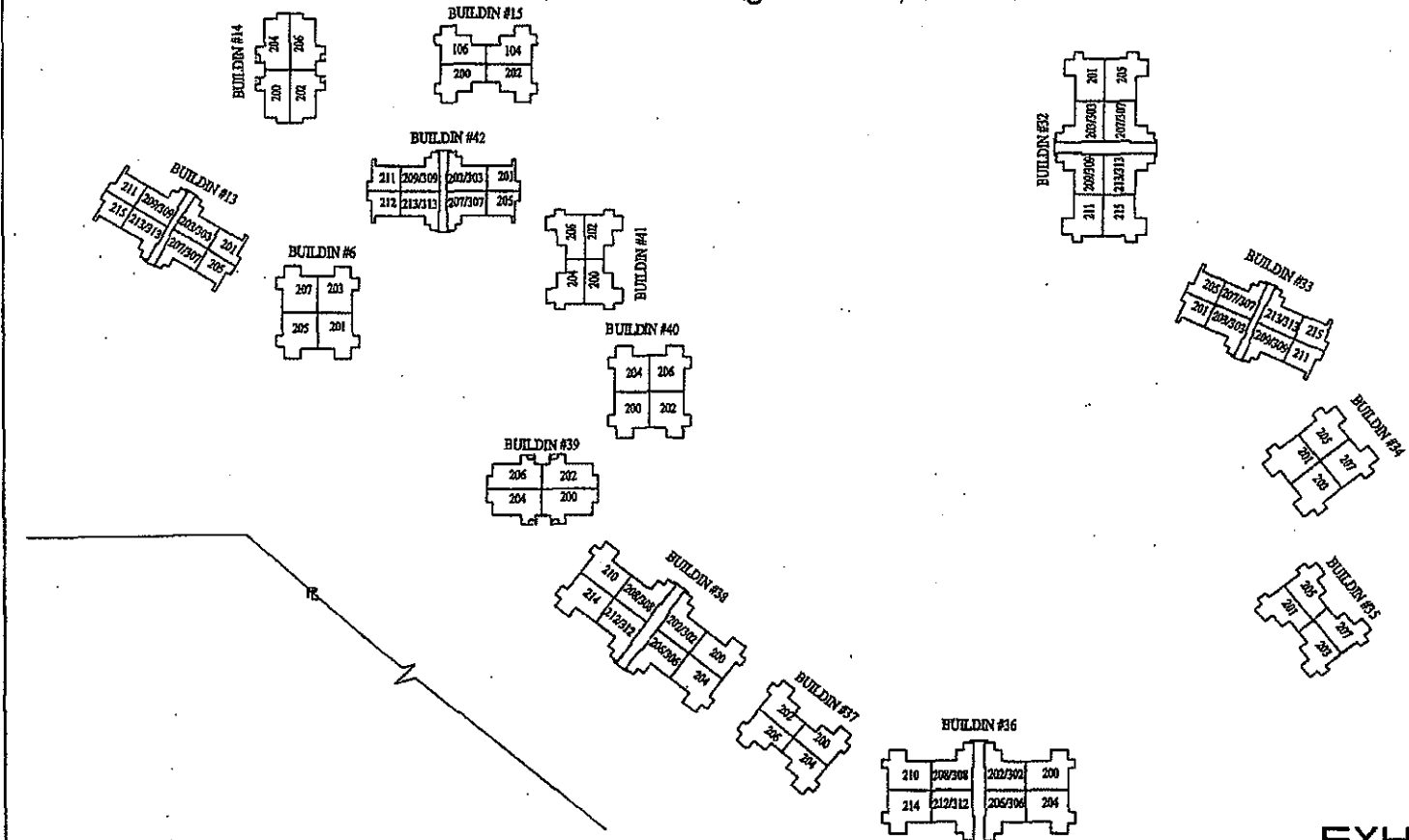


EXHIBIT "2"

DATE	REVISIONS	BY
3/26/08	CHANGED UNIT NUMBERS	S.E.
3/26/08	REVISION UNIT NUMBERS, BUILDINGS IN AND/OR CORRIDOR FLOOR	S.E.

**J.H. MANUCY, INC.**  
 Licensed Surveyor / Civil Engineer / Professional Engineer  
 400 West Avenue # 2, Suite 202  
 Lake Mary, FL 32746  
 Tel: 407-977-2879 Fax: 407-977-2878

PROJECT NAME  
**The Reserve at Lake Mary, a Condominium**  
 7400 SUGAR BEND DRIVE, ORLANDO, FLORIDA 32819

DATE	ACCOUNT L. 250
DRAWN	S.E.
CHECKED	S.E.S.
SCALE	N.T.S.
FIELD BOOK	SKETCH
DRAWN IN	MAPS

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# The Reserve at Lake Mary, a Condominium

## Summary Table No. 5

Building No.	Unit No.	Unit Type	Description
	100	PARADISE	3BEDROOM-2BATHROOM
	102	PARADISE	3BEDROOM-2BATHROOM
	104	PARADISE	3BEDROOM-2BATHROOM
718	106	PARADISE	3BEDROOM-2BATHROOM
[20]	200	PARADISE	3BEDROOM-2BATHROOM
	202	PARADISE	3BEDROOM-2BATHROOM
	204	PARADISE	3BEDROOM-2BATHROOM
	206	PARADISE	3BEDROOM-2BATHROOM
	100	SAND DOLLAR	2BEDROOM-1BATHROOM
	102	SAND DOLLAR	2BEDROOM-1BATHROOM
714	104	SAND DOLLAR	2BEDROOM-1BATHROOM
[21]	106	SAND DOLLAR	2BEDROOM-1BATHROOM
	200	SAND DOLLAR	2BEDROOM-1BATHROOM
	202	SAND DOLLAR	2BEDROOM-1BATHROOM
	204	SAND DOLLAR	2BEDROOM-1BATHROOM
	206	SAND DOLLAR	2BEDROOM-1BATHROOM
	100	PARADISE	3BEDROOM-2BATHROOM
	102	PARADISE	3BEDROOM-2BATHROOM
	104	PARADISE	3BEDROOM-2BATHROOM
2548	106	PARADISE	3BEDROOM-2BATHROOM
[22]	200	PARADISE	3BEDROOM-2BATHROOM
	202	PARADISE	3BEDROOM-2BATHROOM
	204	PARADISE	3BEDROOM-2BATHROOM
	206	PARADISE	3BEDROOM-2BATHROOM
	100	CORAL REEF	2BEDROOM-2BATHROOM
	102	CORAL REEF	2BEDROOM-2BATHROOM
	104	CORAL REEF	2BEDROOM-2BATHROOM
2584	106	CORAL REEF	2BEDROOM-2BATHROOM
[23]	201	CORAL REEF	2BEDROOM-2BATHROOM
	200	CORAL REEF	2BEDROOM-2BATHROOM
	202	CORAL REEF	2BEDROOM-2BATHROOM
	204	CORAL REEF	2BEDROOM-2BATHROOM

Building No.	Unit No.	Unit Type	Description
	100	PARADISE	3BEDROOM-2BATHROOM
	102	PARADISE	3BEDROOM-2BATHROOM
	104	PARADISE	3BEDROOM-2BATHROOM
2580	106	PARADISE	3BEDROOM-2BATHROOM
[24]	200	PARADISE	3BEDROOM-2BATHROOM
	202	PARADISE	3BEDROOM-2BATHROOM
	204	PARADISE	3BEDROOM-2BATHROOM
	206	PARADISE	3BEDROOM-2BATHROOM
	100	FLAMINGO	2BEDROOM-2BATHROOM
	102	SEA BREEZE	1BEDROOM-1BATHROOM
	104	FLAMINGO	2BEDROOM-2BATHROOM
	106	SEA BREEZE	1BEDROOM-1BATHROOM
	108	SEA BREEZE	1BEDROOM-1BATHROOM
	110	FLAMINGO	2BEDROOM-2BATHROOM
	112	SEA BREEZE	1BEDROOM-1BATHROOM
	114	SEA BREEZE	1BEDROOM-1BATHROOM
	200	FLAMINGO	2BEDROOM-2BATHROOM
2592	202	SEA BREEZE	1BEDROOM-1BATHROOM
[25]	204	FLAMINGO	2BEDROOM-2BATHROOM
	206	SEA BREEZE	1BEDROOM-1BATHROOM
	208	SEA BREEZE	1BEDROOM-1BATHROOM
	210	FLAMINGO	2BEDROOM-2BATHROOM
	212	FLAMINGO	2BEDROOM-2BATHROOM
	214	FLAMINGO	2BEDROOM-2BATHROOM
	302	SEA BREEZE	1BEDROOM-1BATHROOM
	306	SEA BREEZE	1BEDROOM-1BATHROOM
	308	SEA BREEZE	1BEDROOM-1BATHROOM
	312	SEA BREEZE	1BEDROOM-1BATHROOM

DATE	REVISIONS	BY
	CANCELLED/REVISIONS	ET.

**J.H. MANUCY, INC.**  
 Licensed Surveyors, Engineers & Environmental Engineers  
 3000 Lake Nona Blvd. Suite 300  
 Lake Nona, FL 32159  
 Tel: 407-255-2222 Fax: 407-255-2222



PROJECT NAME: **The Reserve at Lake Mary, a Condominium**  
 733 SECRET HARBOR LANE, LAKE MARY, FLORIDA 32746

**EXHIBIT "2"**

DATE: AUGUST 1, 2021	<b>130</b>
DRAWN: TA	
CHECKED: CA-E	
SCALE: AS SHOWN	
FIELD BOOK: ABCDEFGH	
CADEN No: 10424	130 of 134 sheets

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# The Reserve at Lake Mary, a Condominium

## Summary Table No. 7

Building No.	Unit No.	Unit Type	Description
2553 [30]	101	SAND DOLLAR	2BEDROOM-1BATHROOM
	103	SAND DOLLAR	2BEDROOM-1BATHROOM
	105	SAND DOLLAR	2BEDROOM-1BATHROOM
	107	SAND DOLLAR	2BEDROOM-1BATHROOM
	201	SAND DOLLAR	2BEDROOM-1BATHROOM
	203	SAND DOLLAR	2BEDROOM-1BATHROOM
	205	SAND DOLLAR	2BEDROOM-1BATHROOM
	207	SAND DOLLAR	2BEDROOM-1BATHROOM
2549 [31]	101	FLAMINGO	2BEDROOM-2BATHROOM
	103	SEA BREEZE	1BEDROOM-1BATHROOM
	105	FLAMINGO	2BEDROOM-2BATHROOM
	107	SEA BREEZE	1BEDROOM-1BATHROOM
	109	SEA BREEZE	1BEDROOM-1BATHROOM
	111	FLAMINGO	2BEDROOM-2BATHROOM
	113	SEA BREEZE	1BEDROOM-1BATHROOM
	115	FLAMINGO	2BEDROOM-2BATHROOM
	201	FLAMINGO	2BEDROOM-2BATHROOM
	203	SEA BREEZE	1BEDROOM-1BATHROOM
	205	FLAMINGO	2BEDROOM-2BATHROOM
	207	SEA BREEZE	1BEDROOM-1BATHROOM
	209	SEA BREEZE	1BEDROOM-1BATHROOM
	211	FLAMINGO	2BEDROOM-2BATHROOM
	213	SEA BREEZE	1BEDROOM-1BATHROOM
	215	FLAMINGO	2BEDROOM-2BATHROOM
	303	SEA BREEZE	1BEDROOM-1BATHROOM
307	SEA BREEZE	1BEDROOM-1BATHROOM	
309	SEA BREEZE	1BEDROOM-1BATHROOM	
313	SEA BREEZE	1BEDROOM-1BATHROOM	

Building No.	Unit No.	Unit Type	Description
2533 [32]	101	MIRAGE	2BEDROOM-2BATHROOM
	103	COZUMEL	1BEDROOM-1BATHROOM
	105	MIRAGE	2BEDROOM-2BATHROOM
	107	COZUMEL	1BEDROOM-1BATHROOM
	109	COZUMEL	1BEDROOM-1BATHROOM
	111	MIRAGE	2BEDROOM-2BATHROOM
	113	COZUMEL	1BEDROOM-1BATHROOM
	115	MIRAGE	2BEDROOM-2BATHROOM
	201	MIRAGE	2BEDROOM-2BATHROOM
	203	COZUMEL	1BEDROOM-1BATHROOM
	205	MIRAGE	2BEDROOM-2BATHROOM
	207	COZUMEL	1BEDROOM-1BATHROOM
	209	COZUMEL	1BEDROOM-1BATHROOM
	211	MIRAGE	2BEDROOM-2BATHROOM
	213	COZUMEL	1BEDROOM-1BATHROOM
	215	MIRAGE	2BEDROOM-2BATHROOM
	2521 [33]	303	COZUMEL
307		COZUMEL	1BEDROOM-1BATHROOM
309		COZUMEL	1BEDROOM-1BATHROOM
313		COZUMEL	1BEDROOM-1BATHROOM
101		SEASCAPE	1BEDROOM-1BATHROOM
103		SANDBAR	2BEDROOM-2BATHROOM
105		SEASCAPE	1BEDROOM-1BATHROOM
107		SANDBAR	2BEDROOM-2BATHROOM
109		SANDBAR	2BEDROOM-2BATHROOM
111		SEASCAPE	1BEDROOM-1BATHROOM
113		SANDBAR	2BEDROOM-2BATHROOM
115		SEASCAPE	1BEDROOM-1BATHROOM
201		SEASCAPE	1BEDROOM-1BATHROOM
203		SANDBAR	2BEDROOM-2BATHROOM
205		SEASCAPE	1BEDROOM-1BATHROOM
207		SANDBAR	2BEDROOM-2BATHROOM
209		SANDBAR	2BEDROOM-2BATHROOM
211	SEASCAPE	1BEDROOM-1BATHROOM	
213	SANDBAR	2BEDROOM-2BATHROOM	
215	SEASCAPE	1BEDROOM-1BATHROOM	
303	SANDBAR	2BEDROOM-2BATHROOM	
307	SANDBAR	2BEDROOM-2BATHROOM	
309	SANDBAR	2BEDROOM-2BATHROOM	
313	SANDBAR	2BEDROOM-2BATHROOM	

**EXHIBIT "2"**

DATE	REVISIONS	BY

**J.H. MANUCY, INC.**  
Land Surveyors & Civil Engineers  
 1000 Lake Mary Parkway, Suite 200  
 Lake Mary, Florida 32746  
 Tel: (407) 887-2211 Fax: (407) 887-9700



PROJECT NAME: **The Reserve at Lake Mary, a Condominium**  
 733 SECRET HARBOR LAKE, LAKE MARY, FLORIDA 32746

DATE: AUGUST 1, 2005	<b>132</b>
DRAWN: V.E.	
CHECKED: E.A.H.	
SCALE: AS SHOWN	
FIELD BOOK: ASK OFFICE	132 ea.34 sheet
DRAWN IN: 18404	

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# The Reserve at Lake Mary, a Condominium

## Summary Table No. 8

Building No.	Unit No.	Unit Type	Description
2513 [34]	101	PALM BREEZE	1BEDROOM-1BATHROOM
	103	PALM BREEZE	1BEDROOM-1BATHROOM
	105	PALM BREEZE	1BEDROOM-1BATHROOM
	107	PALM BREEZE	1BEDROOM-1BATHROOM
	201	PALM BREEZE	1BEDROOM-1BATHROOM
	203	PALM BREEZE	1BEDROOM-1BATHROOM
	205	PALM BREEZE	1BEDROOM-1BATHROOM
207	PALM BREEZE	1BEDROOM-1BATHROOM	
2501 [35]	101	MIRAGE	2BEDROOM-2BATHROOM
	103	MIRAGE	2BEDROOM-2BATHROOM
	105	MIRAGE	2BEDROOM-2BATHROOM
	107	MIRAGE	2BEDROOM-2BATHROOM
	201	MIRAGE	2BEDROOM-2BATHROOM
	203	MIRAGE	2BEDROOM-2BATHROOM
	206	MIRAGE	2BEDROOM-2BATHROOM
207	MIRAGE	2BEDROOM-2BATHROOM	
2504 [38]	100	MIRAGE	2BEDROOM-2BATHROOM
	102	COZUMEL	1BEDROOM-1BATHROOM
	104	MIRAGE	2BEDROOM-2BATHROOM
	106	COZUMEL	1BEDROOM-1BATHROOM
	108	COZUMEL	1BEDROOM-1BATHROOM
	110	MIRAGE	2BEDROOM-2BATHROOM
	112	COZUMEL	1BEDROOM-1BATHROOM
	114	MIRAGE	2BEDROOM-2BATHROOM
	200	MIRAGE	2BEDROOM-2BATHROOM
	202	COZUMEL	1BEDROOM-1BATHROOM
	204	MIRAGE	2BEDROOM-2BATHROOM
	206	COZUMEL	1BEDROOM-1BATHROOM
	208	COZUMEL	1BEDROOM-1BATHROOM
	210	MIRAGE	2BEDROOM-2BATHROOM
	212	COZUMEL	1BEDROOM-1BATHROOM

Building No.	Unit No.	Unit Type	Description	
2508 [37]	100	MIRAGE	2BEDROOM-2BATHROOM	
	102	MIRAGE	2BEDROOM-2BATHROOM	
	104	MIRAGE	2BEDROOM-2BATHROOM	
	106	MIRAGE	2BEDROOM-2BATHROOM	
	200	MIRAGE	2BEDROOM-2BATHROOM	
	202	MIRAGE	2BEDROOM-2BATHROOM	
	204	MIRAGE	2BEDROOM-2BATHROOM	
	206	MIRAGE	2BEDROOM-2BATHROOM	
	2516 [38]	100	MIRAGE	2BEDROOM-2BATHROOM
		102	COZUMEL	1BEDROOM-1BATHROOM
104		MIRAGE	2BEDROOM-2BATHROOM	
106		COZUMEL	1BEDROOM-1BATHROOM	
108		COZUMEL	1BEDROOM-1BATHROOM	
110		MIRAGE	2BEDROOM-2BATHROOM	
112		COZUMEL	1BEDROOM-1BATHROOM	
114		MIRAGE	2BEDROOM-2BATHROOM	
200		MIRAGE	2BEDROOM-2BATHROOM	
202		COZUMEL	1BEDROOM-1BATHROOM	
204		MIRAGE	2BEDROOM-2BATHROOM	
206		COZUMEL	1BEDROOM-1BATHROOM	
208		COZUMEL	1BEDROOM-1BATHROOM	
210		MIRAGE	2BEDROOM-2BATHROOM	
2520 [39]	100	SUNSET	3BEDROOM-2BATHROOM	
	102	SUNSET	3BEDROOM-2BATHROOM	
	104	SUNSET	3BEDROOM-2BATHROOM	
	106	SUNSET	3BEDROOM-2BATHROOM	
	200	SUNSET	3BEDROOM-2BATHROOM	
	202	SUNSET	3BEDROOM-2BATHROOM	
	204	SUNSET	3BEDROOM-2BATHROOM	
	206	SUNSET	3BEDROOM-2BATHROOM	

DATE	REVISIONS	BY

**J.H. MANUCY, INC.**  
LAND SURVEYORS & ENGINEERS  
 1000 N. W. 10th St., Suite 100  
 Ft. Lauderdale, FL 33304  
 TEL: 561-533-1111 FAX: 561-533-1112



PROJECT NAME: **The Reserve at Lake Mary, a Condominium**  
 111 SECRET HARBOR LAKE, LAKE MARY, FLORIDA 32716

**EXHIBIT "2"**

DATE: AUGUST 1, 2001	<b>133</b>
DRAWN: T.S.	
CHECKED: E.A.H.	
SCALE: AS SHOWN	
FIELD BOOK: JAC-2001	

133 of 34 sheets

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# The Reserve at Lake Mary, a Condominium

## Summary Table No. 9

Building No.	Unit No.	Unit Type	Description
2524 [40]	100	PALM BREEZE	1BEDROOM-1BATHROOM
	102	PALM BREEZE	1BEDROOM-1BATHROOM
	104	PALM BREEZE	1BEDROOM-1BATHROOM
	106	PALM BREEZE	1BEDROOM-1BATHROOM
	200	PALM BREEZE	1BEDROOM-1BATHROOM
	202	PALM BREEZE	1BEDROOM-1BATHROOM
	204	PALM BREEZE	1BEDROOM-1BATHROOM
2532 [41]	206	PALM BREEZE	1BEDROOM-1BATHROOM
	100	SAND CASTLE	2BEDROOM-1BATHROOM
	102	SAND CASTLE	2BEDROOM-1BATHROOM
	104	SAND CASTLE	2BEDROOM-1BATHROOM
	106	SAND CASTLE	2BEDROOM-1BATHROOM
	200	SAND CASTLE	2BEDROOM-1BATHROOM
	202	SAND CASTLE	2BEDROOM-1BATHROOM
709 [42]	204	SAND CASTLE	2BEDROOM-1BATHROOM
	206	SAND CASTLE	2BEDROOM-1BATHROOM
	101	SEASCAPE	1BEDROOM-1BATHROOM
	103	SANDBAR	2BEDROOM-2BATHROOM
	105	SEASCAPE	1BEDROOM-1BATHROOM
	107	SANDBAR	2BEDROOM-2BATHROOM
	109	SANDBAR	2BEDROOM-2BATHROOM
	111	SEASCAPE	1BEDROOM-1BATHROOM
	113	SANDBAR	2BEDROOM-2BATHROOM
	115	SEASCAPE	1BEDROOM-1BATHROOM
	201	SEASCAPE	1BEDROOM-1BATHROOM
	203	SANDBAR	2BEDROOM-2BATHROOM
	205	SEASCAPE	1BEDROOM-1BATHROOM
	207	SANDBAR	2BEDROOM-2BATHROOM
	209	SANDBAR	2BEDROOM-2BATHROOM
211	SEASCAPE	1BEDROOM-1BATHROOM	
213	SANDBAR	2BEDROOM-2BATHROOM	
215	SEASCAPE	1BEDROOM-1BATHROOM	
303	SANDBAR	2BEDROOM-2BATHROOM	
307	SANDBAR	2BEDROOM-2BATHROOM	
309	SANDBAR	2BEDROOM-2BATHROOM	
313	SANDBAR	2BEDROOM-2BATHROOM	

EXHIBIT "2"

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">DATE</th> <th style="width: 80%;">REVISIONS</th> <th style="width: 10%;">BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	DATE	REVISIONS	BY									<p>PROJECT NAME: <b>The Reserve at Lake Mary, a Condominium</b></p> <p style="text-align: center;">733 SECRET HARBOR LANE, LAKE MARY, FLORIDA 32748</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%;">DATE: AUGUST 1, 2009</td> </tr> <tr> <td>DRAWN: YZ</td> </tr> <tr> <td>CHECKED: BAK</td> </tr> <tr> <td>SCALE: AS SHOWN</td> </tr> <tr> <td>PLOTTED: ROOM AND PAGES</td> </tr> <tr> <td>ORIGIN: 104956</td> </tr> </table> <div style="text-align: right; font-size: 24pt; font-weight: bold;">134</div> <p style="text-align: right; font-size: 8pt;">134 of 134 sheets</p>	DATE: AUGUST 1, 2009	DRAWN: YZ	CHECKED: BAK	SCALE: AS SHOWN	PLOTTED: ROOM AND PAGES	ORIGIN: 104956
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DATE: AUGUST 1, 2009																			
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EXHIBIT "3" TO DECLARATION OF  
 REGENCY PARK AT LAKE MARY, A CONDOMINIUM

SCHEDULE OF PERCENTAGE SHARES OF OWNERSHIP  
 OF COMMON ELEMENTS AND COMMON SURPLUS  
 AND OF SHARING OF COMMON EXPENSES  
 BASED ON SQUARE FOOTAGE OF EACH UNIT  
 IN RELATION TO THE TOTAL SQUARE FOOTAGE OF ALL UNITS

UNIT TYPE	PERCENTAGE SHARE
CORAL REEF	0,002281585%
SAND DOLLAR	0,002129835%
FLAMINGO	0,002273599%
CALYPSO	0,001653284%
MIRAGE	0,002310871%
COZUMEL	0,001682569%
PARADISE	0,002683592%
SUNSET	0,002758136%
PALM BREEZE	0,001682569%
SAND CASTLE	0,002100549%
SEASCAPE	0,001426989%
SANDBAR	0,002337494%
SEA BREEZE	0,001429652%

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MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 06016 PGS 0001-0214  
CLERK'S # 2005206443  
RECORDED 11/30/2005 02:20:42 PM  
RECORDING FEES 1,820.50  
RECORDED BY t holden

This instrument prepared by, or under the supervision  
of (and after recording, return to):

David Shear, Esq.  
Fieldstone Lester Shear & Denberg, LLP  
201 Alhambra Circle, Suite 601  
Coral Gables, Florida 33134

(Reserved for Clerk of Court)

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY   
DEPUTY CLERK  
NOV 30 2005

**DECLARATION OF CONDOMINIUM**

OF

**REGENCY PARK AT LAKE MARY, A CONDOMINIUM**

Lake Mary Residences, LLC, a Florida limited liability company, hereby declares:

1. **Introduction and Submission.**

- 1.1 **The Land.** The Developer owns the fee title to certain land located in Seminole County, Florida, as more particularly described in **Exhibit 1** annexed hereto (the "Land").
- 1.2 **Submission Statement.** The Developer hereby submits the Land for all improvements erected or to be erected thereon, and all other property, real, personal or mixed, now or hereafter situated on or within the Land (but excluding all public or private utility installations therein or thereon) to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto.
- 1.3 **Name.** The name by which this condominium is to be identified is REGENCY PARK AT LAKE MARY, A CONDOMINIUM (hereinafter called the "Condominium").

2. **Definitions.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.
- 2.2 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.
- 2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- 2.4 "Association" or "Condominium Association" means REGENCY PARK AT LAKE MARY CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

1  
Condominium Declaration  
Regency Park at Lake Mary

@ Eagle Title - 2700 Westhall Ln. # 125 McCallen Pl 33177

- 2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.
- 2.6 "Board" or "Board of Directors" means the board of directors and the members of the board of directors, from time to time, of the Association.
- 2.7 "Building" means the structure(s) in which the Units and the Common Elements are located, regardless of the number of such structures, which are located on the Condominium Property.
- 2.8 "By-Laws" mean the By-Laws of the Association, as amended from time to time.
- 2.9 "Common Elements" mean and include:
- (a) The portion of the Condominium Property which are not included within the Units.
  - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
  - (c) An easement of support in every portion of a Unit which contributes to the support of the Building.
  - (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
  - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
- 2.10 "Common Expenses" mean all expenses incurred by the Association for the Condominium. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended, but shall not include any other separate obligations of individual Unit Owners. For all purposes of this Declaration, "Common Expenses" shall also include: (i) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (ii) the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; and (iii) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, and in-house communications and surveillance systems.
- 2.11 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 2.12 "Community" means all the real property encumbered by the Master Covenants (as hereinafter defined) more commonly known as The Crossings.
- 2.13 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.14 "Condominium Property" means the land, improvements and other property described in Section 1.2 hereof, subject to the limitations thereof and exclusions therefrom.
- 2.15 "County" means the County of Seminole, State of Florida.

- 2.16 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.17 "Developer" means Lake Mary Residences, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned and any mortgagee which is the successor to the interest of the Developer, to the extent such mortgagee accepts the rights and obligations of the Developer. 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 initial Developer, but may exercise such rights of Developer as are specifically assigned to it, subject to the requirement of Florida law that a subsequent developer cannot retain control of the Association unless it has received a qualifying assignment of the creating developer's rights and obligations. Any such assignment may be made on a non-exclusive basis.
- 2.18 "Dispute" for purposes of Section 19.1, means any disagreement between two or more parties that involves: (a) the authority of the Board, under Chapter 718, Florida Statutes, or under this Declaration, the Articles or By-Laws to: (i) require any Owner to take any action, or not to take any action, involving that Owner's Unit; or (ii) alter or add to a Common Element; or (b) the failure of the Association, when required by law or this Declaration, the Articles or By-Laws to: (i) properly conduct elections; (ii) give adequate notice of meetings or other actions; (iii) properly conduct meetings; or (iv) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Elements; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment or the collection of an Assessment levied against a party.
- 2.19 "Division" means the Division of Florida Land Sales, Condominium and Mobile Homes of the Department of Business and Professional Regulation, State of Florida.
- 2.20 "First Mortgagee" means any person or entity that is the holder of a first mortgage lien on a Unit.
- 2.21 "Improvements" mean all structures and artificial changes to the natural environment located on the Condominium Property including, but not limited to, the Buildings.
- 2.22 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer or Hudson Debt Fund I, LLC, holding a first mortgage on a Unit or Units or Condominium Property. A Majority of Institutional First Mortgagees shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.
- 2.23 "Limited Common Elements" mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.
- 2.24 "Master Association" means THE CROSSINGS MASTER COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, being the entity responsible for the administration of the Master Covenants.

- 2.25 "Master Covenants" means the Revised Declaration of Covenants, Conditions and Restrictions for The Crossings, recorded in Official Records Book 1813, Page 1707 in the Public Records of the Seminole County, Florida, and when the context permits, shall also mean the Articles of Incorporation and By-Laws of the Master Association, all as now or hereafter amended, modified or supplemented.
- 2.26 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.
- 2.27 "Special Assessment" means any Assessment levied against Unit Owners other than Assessments required by a budget adopted annually.
- 2.28 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 2.29 "Unit Owner" or "Owner of a Unit" or "Owner" means the Owner of a Condominium Parcel.
- 2.30 "Voting Interest" means the voting rights of the Association members pursuant to the Articles and By-Laws.

Unless the context otherwise requires, any capitalized term not defined but used herein which is defined in the Master Covenants shall have the meaning given to such word or words in the Master Covenants.

3. Description of the Condominium.

- 3.1 Identification of Units. The Land has constructed thereon the Buildings containing a total of five hundred forty (540) Units. Each such Unit is identified by a separate designation. The designation of each of such Units is set forth on Exhibit 2 attached hereto. Exhibit 2 consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit 2, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Limited Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace 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, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.
- 3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:
- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
- (i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the second story if the Unit is a two-story Unit, provided that in two-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling).

- (ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story if the Unit is a two-story Unit), provided that in two-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor.
  - (iii) Interior Divisions. Except as provided in subsections (i) and (ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the two floors or nonstructural interior walls shall be considered a boundary of the Unit.
- (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
  - (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof. Exterior surfaces made of glass or other transparent material, and the exteriors of doors, all wires, conduits, ducts, vents, concrete joists and other such facilities serving more than one Unit located within any walls, including divider walls, or above the nonstructural acoustical ceiling lying below the upper boundary of the Unit, shall not be included in the boundaries of the Unit and shall therefore be Common Elements.
  - (d) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit 2 hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3.2(c) above shall control unless specifically depicted otherwise on such survey. The air-conditioning closets and air-handlers and condensing units located therein shall be part of the Unit they serve.
  - (e) Property Excluded from Units. A Unit shall not be deemed to include foundations, columns, girders, beams, supports, exterior walls, interior load bearing walls, pillars, underlying floors, essential and permanent installations and equipment for power, lights, and exhaust fans, and all pipes, conduits, ducts, vents and other service and utility lines which are utilized for, serve, pass through more than one Unit or the Common Elements.
- 3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:
- (a) Patios, Balconies and Terraces. Any patio, balcony or terrace, including, but not limited to, such areas located on the roof of the Building (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). The Association shall be responsible for the cost of maintenance of the structural and mechanical elements of any such Limited Common Elements, with the owner of the Unit to which they are appurtenant to be responsible for the general cleaning, plant care and the upkeep of the appearance of the area.

- (b) Miscellaneous Areas, Equipment. Any fixtures or equipment located not within a Unit (e.g., an air conditioning compressor or hot water heater) serving a Unit or Units exclusively and any area upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s).
- (c) Parking Spaces. Parking for the Condominium is part of the Common Elements of the Condominium on the Condominium Property. The parking spaces shown on Exhibit 2 of the Declaration may be assigned to a Unit (which assignment need not be recorded in the public records of the County) by the Developer (for so long as the Developer offers a Unit for sale in the Condominium, and thereafter by the Association), whereupon it shall become Limited Common Elements of the Unit to which it is assigned. Any consideration paid for the assignment of the parking spaces shall belong to the Developer.
- (d) Cooling Tower and Other Equipment. A cooling tower, air conditioning equipment or other equipment serving one or more but not all Units shall be a Limited Common Element of the Unit(s) so served, with the Association to maintain such equipment at the sole cost and expense of the Unit Owner(s) served by said equipment. The cost of maintaining said equipment shall be divided equally among the Units served by said equipment. In the event that physical changes in the Building result in additional Units being served by such equipment or, in the alternative, Units ceasing to be so served, then the equipment shall be a Limited Common Element appurtenant to the Units added and shall cease to be one to the Units deleted.
- (e) Storage Spaces. Developer hereby reserves the right to assign (for consideration or no consideration, in Developer's sole discretion), the exclusive right to use any storage space located in the Common Elements of the Condominium, if any, to one or more Units, whereupon the space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the By-Laws). Upon making such assignment, the Limited Common Elements so assigned shall become an appurtenance to the Unit(s) and shall pass with title thereto regardless of whether or not specifically referenced in the deed or other instrument of conveyance of the Unit. The maintenance of any space so assigned, as well as the insurance of its contents, shall be the sole responsibility of the Owner of the Unit(s) to which it is assigned. A Unit Owner may assign the storage space appurtenant to his Unit to another Unit by written instrument delivered to (and to be held by) the Association.
- (f) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one or more Units (other than exterior staircases and walkways not labeled as Limited Common Elements on Exhibit 2 hereto) shall be deemed Limited Common Elements of the Units served. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes Limited Common Elements or in the event of any question as to which Units are served thereby, a decision shall be made by the Board of Directors and shall be binding and conclusive when so made.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act):

- (a) Support. Each Unit, the Building and Improvements shall have an easement of support and of necessity under and upon, and shall be subject to an easement of support and necessity in favor of all other Units, the



Common Elements, and any other structure or improvement which abuts any Unit, the Building and the Improvements.

- (b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, and other services and drainage, in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and similar systems, hot water heaters, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted). Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.
- (c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements (c) any Improvements encroach upon Common Elements; (d) any Common Elements or "improvements" of another condominium created within the complex encroach upon the Condominium Property; or (e) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or common areas, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements or the relevant "improvements" of another condominium within the complex shall stand.
- (d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner, resident of the Condominium, their guests and invitees and the Association and its employees and agents shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements, as well as the Master Association Property and the Common Properties, as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements, as well as the Master Association Property and the Common Properties, as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium. Any such lien encumbering such easements (other than those on Condominium) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.



- (e) Construction; Maintenance. The Developer (including its designees, contractors, successors mortgagees and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements or Units located or to be located thereon, and construct any adjacent condominium building and to construct any improvements and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required.
- (f) Sales and Leasing Activity. For as long as the Developer is offering any Units for sale in the ordinary course of business, the Developer, its designees, successors mortgagees and assigns, shall have the right to use any such Units and parts of the Common Elements for guest accommodations, model apartments and sales and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease and for any other similar purpose the Developer deems appropriate in its opinion.
- (g) Additional Easements. The Developer (as long as it is offering any Units for sale in the ordinary course of business) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. The Developer's right to grant additional easements as provided in this Section 3.4 shall be cancelable by the Association after the Unit Owners, other than the Developer, have assumed control of the Association.
- (h) Support of Adjacent Structures. In the event that any structure(s) is constructed so as to be connected in any manner to the Building, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines and equipment serving the adjacent structure which are necessarily or conveniently located within the Condominium Property (provided that the use of this easement shall not unreasonably interfere with the structure, operation or use of the Condominium Property or the Building).
- (i) Divider Walls. The wall separating the Unit of one Owner from the Unit of a vertically or horizontally adjoining Owner shall be referred to as a "divider wall". A divider wall shall not be removed or constructed by an Owner, except as provided in this subsection 3.4(i). In the event a Unit Owner acquires an adjacent Unit and a divider wall is no longer necessary to completely separate the adjoining Units, the Owner may remove the divider wall or construct or cause to be constructed a doorway or passageway between the adjoining Units (and an easement is hereby reserved and granted for such purpose) but only after having obtained all required governmental approvals, approval of the Board, and has complied



with all reasonable restrictions imposed by the Board. The removal of the divider wall or the construction of such doorway or passageway shall be at the sole cost and expense of the Owner performing same and such removal or construction shall not diminish, or in any way impair, the structural integrity or soundness of the Building. When title to adjoining Units (which do not then share a complete divider wall) shall vest in two individuals or entities who thereupon become vertically or horizontally adjoining Unit Owners, then the Owners of such adjoining Units, acting together, must construct, sharing the costs and expenses therefor equally, a divider wall to completely or partially separate said adjoining Units. A divider wall may not be constructed or erected, however, until the review (at the expense of the Unit Owner) and consent of the Association and until all governmental approvals, as aforesaid, have been obtained. Any such construction shall be effected at the expense of the Owner(s) performing same and in accordance with the plans and specifications for construction. In no event may a divider wall be constructed if the structural soundness of the Building may in any way be affected thereby. Adjoining Units which share a divider wall shall have a cross-easement of support in the divider wall. Each Owner shall be responsible for any damage caused to a divider wall by its negligent or intentional acts or the negligent or intentional acts of its employees or agents, and the cost of said repair shall be the specific obligation of that Owner.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right, or shared right as applicable, to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.
5. Ownership of Common Elements and Common Surplus and Share of Common Expenses: Voting Rights.
  - 5.1 Percentage Ownership and Shares. The undivided interest in the Common Elements-Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is set forth in Exhibit 3 attached hereto and made a part hereof. All persons are hereby notified that such percentage shares were calculated in accordance with approximate adjusted square footage computations of the Units.
  - 5.2 Voting. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.
6. Amendments. Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:
  - 6.1 By The Association. 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. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing to the Association after such meeting. However, such approval or disapproval may not be used for purposes of voting for or against any action and may not be used for the purpose of establishing a quorum. Except as elsewhere provided, approvals

must be by affirmative vote of Unit Owners owning in excess of a majority of the Units. Unit Owners' votes may be submitted in person, by proxy or by written agreement, so long as the same is permitted by applicable Florida law. For further information regarding proxy voting, please refer to the Association's By-laws.

- 6.2 **By The Developer.** Notwithstanding anything in this Declaration to the contrary, the Developer, during the time it has the right to elect a majority of the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association or the rules and regulations of the Association, without the vote or consent of Unit Owners or the Association, except for a "material amendment" described below, which shall be approved by a vote of the majority of the total voting interests of the Association, unless required by any governmental authority, in which case, no approval is required. A "material amendment" means an amendment which changes the configuration or size of any Unit in a material fashion, materially alters or modifies the appurtenances to any Unit, creates timeshare estates, or changes the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus.
- 6.3 **Execution and Recording.** An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the amendment and the applicable certificate are properly recorded in the public records of the County.
- 6.4 **Proviso Regarding Material Amendments.** Except for amendments made by the Developer as provided in Section 6.2 above, and as otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the amendment is approved by a vote of seventy-five percent (75%) of the total Voting Interests of the Association, including the Owner(s) of the Unit(s) affected by the change, and is also approved by any record lien holder, unless the amendment is required by any governmental entity, in which event no such approval is required. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this Section 6.4 may not be amended in any manner without the consent of the Developer as long as the Developer is offering Units for sale in the ordinary course of business. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.

No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision... for present text." Nonmaterial errors

or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

- 6.5 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

7. Maintenance and Repairs.

- 7.1 Units. All maintenance, repairs and replacements of, in or to any Unit, structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, screen enclosures, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.
- 7.2 Common Elements and Limited Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements and Limited Common Elements (except as expressly provided to the contrary with respect to cooling tower, air conditioning equipment and other equipment, which service a particular Unit or Units, but not all Units) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. Any Unit Owner who causes damages to any part of the Common Elements or Limited Common Elements shall indemnify and hold the Association and Developer harmless from all costs, expenses and claims in connection with such damage.
- 7.3 Specific Unit Owner Responsibility. Except as expressly provided to the contrary herein, obligation to maintain and repair any equipment, fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, provided that if not within the boundaries of a Unit, same must constitute or lie within a Limited Common Element appurtenant thereto.

8. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of 25% of the annual budget for the Association in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate less than 25% of the annual budget for the Association in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions,

alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year.

9. Additions, Alterations or Improvements by Unit Owner.

9.1 Common Elements. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, or any Limited Common Element or structural change in his Unit without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. 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 Developer, the Association, and all other Unit Owners harmless from and to indemnify them for 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 that date of installation or construction thereof as may be required by the Association.

9.2 Additions, Alterations or Improvements by Developer. The foregoing restrictions of this Section 9 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), and (b) expand, alter or add to the recreational facilities until the earlier of such time as the Developer no longer offers Units for sale or upon transfer of Association control.

9.3 In addition to the foregoing, all additions, alterations and improvements proposed to be made by any Owner shall be subject to, and restricted by, the terms and conditions of the Master Covenants and may also require the prior approval of the Master Association.

10. Changes in Developer-Owned Units. Without limiting the generality of the provisions of paragraph 9.2 above, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and (ii) change the layout or number of rooms in any Developer-owned Units; provided, however, that the percentage interests in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units

into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by actions taken pursuant to this paragraph 10 may be effected by the Developer alone, except to the extent that any of the same constitutes a material amendment, in which event the amendment must be approved by a majority of voting interests of Unit Owners. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

11. Operation of the Condominium by the Association: Powers and Duties.

- 11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association, as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:
- (a) The irrevocable right to have access to each Unit and the Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.
  - (b) The power to make and collect Assessments (including Special Assessments) and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements.
  - (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.
  - (d) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association. Any contract as aforesaid shall be entered into only after any competitive bidding requirements set forth in the Act have been met.
  - (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that, prior to transfer of Association control, or such time as the Developer no longer offers Units for sale, no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.
  - (f) The power to charge a fee for the exclusive use of any Common Elements or Association Property by an Owner.



- (g) The power to act as the collection agent on behalf, and at the request, of the Master Association for assessments due the Master Association from Unit Owners.
- (h) The power to adopt and amend rules and regulations concerning the details of the operation and use of the condominium property.
- (i) The Association, when authorized by a majority of the Unit Owners has been attained, shall have the power to acquire, convey, lease and encumber personal and real property, whether or not contiguous to the lands of the Condominium. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.
- (j) The power to employ personnel (part-time or full-time), and if part-time, such personnel may be employees of other condominium associations and allocation of their compensation shall be equitably, apportioned among the associations for which employee provides services.
- (k) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles Incorporation, the By-Laws, Chapters 607 and 617 Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.
- (l) Subject to the limitations provided in this subparagraph, the power to sue and defend lawsuits. Notwithstanding anything to the contrary contained herein or in the Articles or By-Laws of the Association, (i) except for suits to collect assessments, suits against persons or entities who may violate the Declaration of Condominium, Articles or By-Laws of the Association or rules and regulations properly promulgated by the Board of Directors, suits or administrative actions to contest ad valorem taxes or other applicable taxes, and except for defending actions against the Association, subsequent to the date that Unit Owners other than Developer have elected a majority of the members of the Board of Directors, the Association and its Board of Directors and Officers shall not be entitled to bring any legal or administrative actions unless and until the taking of such action is approved of by Unit Owners having not less than 51% of the Voting Interests other than the Voting Interests of the Developer, (ii) prior to the Association proceeding with any lawsuit in connection with any claims, demands, disputes, controversies and differences that may arise in connection with this Condominium or the provisions, conditions or restrictions contained in this Declaration, the Articles or By-Laws of the Association, or any Rules or Regulations adopted by the Board of Directors, the matter shall be submitted to mediation pursuant to Florida Statutes 718.1255 and the rules for mediation adopted by the Circuit Court for Miami-Dade County, Florida. The mediator's fees, if any, shall be divided equally between the parties. Further, this section 11.1(l) requires that the Association proceed to mediation with any lawsuit, for disputes including, but not limited to: Developer representations pertaining to commonly used facilities, actions taken by Developer-elected directors while the Developer controls the Association; disputes regarding the Purchaser's claim of voidability based upon contractual provisions as required by Florida Statutes 718.503(1)(A); false or misleading statements published by the Developer and relied upon by the Purchaser; and warranty rights on your Unit and improvements. The Division of Florida Land Sales, Condominiums and Mobile Homes has contested the enforceability of these provisions. Until there is an administrative rule or legislative change, or other definitive resolution, Units Owners should consult an attorney about their rights under these provisions.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, and/or the Master Covenants or otherwise, the Master Covenants shall take precedence over this Declaration, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in the Master Covenants, this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 11.2 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 to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 9.1 hereof.
- 11.3 Restraint Upon Assignment of Shares in Assets. The share of a unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.
- 11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 11.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal. Notwithstanding anything to the contrary set forth in the Section 11.5, the Board of Directors shall always comply with all notice requirements set forth in the Articles, the By-Laws and/or the Florida Statutes, and all meetings of the Board of Directors shall be open to the Unit Owners.
- 11.6 Effect on Developer. If the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of the Developer:
  - (a) Assessment of the Developer as a Unit Owner for capital improvements;
  - (b) Any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.
12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the

Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessment are based, to all Unit Owners (and if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by law) the operation, maintenance, repair and replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, or applicable rules and regulations by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the Declaration and the By-Laws.

13. Collection of Assessments.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while he is the Unit Owner. In the case of a conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

13.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid and shall be subject to an administrative late fee (in addition to such interest) in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment.

The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective as of the date of the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the amount due, the due dates and the name and address of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorneys fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

As an additional right and remedy of the Association, upon the filing of a claim of lien following a default in the payment of Assessments as aforesaid, the Association may declare all Assessment installments due for the remainder of the budget year in which the claim of lien was filed to be accelerated and shall





thereupon be immediately due and payable. In the event that the amount of such installments changes during the twelve (12) month period, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

If any unpaid share of Common Expenses or Assessments is extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all Unit Owners.

- 13.3 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.
- 13.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.
- 13.5 First Mortgagees. The liability of a First Mortgagee, or its successor or assignees, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments (or installments thereof) that became due prior to the First Mortgagee's acquisition of title is limited to the lesser of:
- (a) 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 Association; or
  - (b) One percent (1%) of the original mortgage debt.

As to a Unit acquired by foreclosure, the limitations set forth in clauses (a) and (b) above shall not apply unless the First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however, is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

An Institutional First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

Notwithstanding anything to the contrary set forth in this section 13.5, no First Mortgagee will be relieved from the obligation of paying an Assessment,

whatever the amount, if such Assessment was secured by a recorded lien on the Unit prior to the recording of the First Mortgagee's Mortgage on the Unit.

- 13.6 **Developer's Guaranty and Liability for Assessments.** During the period from the date of the closing of the purchase and sale of the first Condominium Unit until six (6) months from that date, or the date Unit Owners other than the Developer are in control of the Association, whichever occurs earliest (the "Guaranty Period"), the Developer guarantees to each Unit Owner that the monthly assessment for Common Expenses during the portion of the fiscal year covered by the Guaranty Period shall not increase over the stated amounts per quarter or per month set forth in Exhibit 7 to this Declaration. Developer, at its sole discretion and option, may extend the Guaranty Period for up to two (2) additional six (6) months periods. During the Guaranty Period the Developer shall be excused from the payment of its share of the Common Expenses and Assessments attributable to Units it owns, provided that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments due from Unit Owners other than the Developer. For purposes of this Section, income to the Association other than Assessments (as defined herein and in the Act) shall not be taken into account when determining the deficits to be funded by the Developer. No funds receivable from Unit purchasers or Owners payable to the Association or collected by the Developer on behalf of the Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above, shall be used for the payment of Common Expenses prior to the expiration of such period. This restriction shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Unit purchasers at closing.
- 13.7 **Certificate of Unpaid Assessments.** Within fifteen (15) days after a written request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit, and the Association has the right to charge a reasonable fee for such certificate. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- 13.8 **Installments.** Regular Assessments shall be collected monthly or quarterly, in advance, as determined by the Board of Directors.
- 13.9 **Application of Payments.** Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.
14. **Insurance.** Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:
- 14.1 **Purchase, Custody and Payment.**
- (a) **Purchase.** All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
  - (b) **Named Insured.** The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
  - (c) **Custody of Policies and Payment of Proceeds.** All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance

Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

- (d) Copies to Mortgagees. One copy of each insurance certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
- (e) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.
- (f) Insurance Trustee. The Board of Directors of the Association shall appoint an Insurance Trustee hereunder. Fees and expenses of any Insurance Trustee are Common Expenses.

14.2 Coverage. The Association shall maintain insurance covering the following:

- (a) Casualty. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:
  - (i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and
  - (ii) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

Notwithstanding the foregoing, the following items shall be excluded from the coverage described above, unless otherwise elected by the Association: (i) all wall, floor and ceiling coverings within Unit, (ii) all fixtures and furniture, equipment other personal property owned, supplied installed by Unit Owners or tenants or subtenants thereof, (iii) all alterations, capital improvements and betterments made by Unit Owners, tenants or subtenants and (iv) to the extent required by applicable law, electrical fixtures, water heaters and built-in cabinets, all of which are located within a Unit and are the repair/replacement responsibility of the Unit Owner (or its tenant or subtenant).

ALL OWNERS, MORTGAGEES, OCCUPANTS OF UNITS AND OTHER AFFECTED PARTIES ARE HEREBY ADVISED THAT IT MAY NOT BE ECONOMICALLY FEASIBLE OR OTHERWISE POSSIBLE TO INSURE THE IMPROVEMENTS FOR THEIR FULL

REPLACEMENT VALUE AS A RESULT OF THE APPLICABILITY OF ZONING OR BUILDING CODES. ACCORDINGLY, NEITHER THE ASSOCIATION NOR ANY OFFICER OR DIRECTOR THEREOF SHALL BE LIABLE TO ANY PARTY WHATSOEVER IN THE EVENT OF A CASUALTY LOSS TO THE BUILDING WHICH EXCEEDS THE COVERAGE AFFORDED BY REASONABLY AVAILABLE INSURANCE.

- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$2,000,000 for each accident or occurrence, \$300,000 per person and \$100,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association's employees.
- (c) Worker's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance covering the Common Elements, Association Property and Units if required by the Primary Institutional First Mortgagee or FNMA/FHLMC, or if the Association so elects.
- (e) Fidelity Insurance, if required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds, such insurance to be in an amount not less than the maximum funds that will be in the custody of the association or its management agent at any one time.
- (d) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (e) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association, if required by FNMA/FHLMC, shall have the following endorsements: (i) agreed amount and inflation guard and (ii) steam boiler coverage (providing at least \$50,000 coverage for each accident at each location), if applicable.

- 14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insured, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or



other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

- 14.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 14.5 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which shall be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida or one or more of the Directors or Officers of the Condominium Association. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, 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 to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:
- (a) Insured Property. Proceeds on account of damage to the Insured-Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.
- (b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
- (c) Mortgagees. No mortgagee of a Unit shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
- 14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
- (a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.
- (b) Reconstruction or Repair. If the damaged property 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 herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof in the same percentages as their ownership of the common elements, with remittances to Unit Owners and their mortgagees being payable jointly to them.

- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 14.5 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
- (d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

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

14.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

14.9 Benefit of Mortgagees. Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

14.10 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitute a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

15. Reconstruction or Repair After Fire or Other Casualty.

15.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, unless 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is destroyed or substantially damaged and Unit Owners owning 80% or more of the applicable interests in the Common Elements elect not to proceed with repairs or restoration and the Primary Institutional First Mortgagee approves such election, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests



in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and the Primary Institutional First Mortgagees approve such resolution and provided a recorded instrument has effected the termination of the Condominium, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

- 15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) must approve the plans which are to be altered.
- 15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.
- 15.4 Estimate of Costs. Before making a determination as whether or not to reconstruct or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- (a) Association. The Association shall hold the sums paid upon Assessments made by the Association in order to provide funds for payment of the costs

of reconstruction and repair which are the responsibility of the Association and disburse the same in payment of such costs.

- (b) **Disbursement.** The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
- (i) **Association - Lesser Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
  - (ii) **Association - Major Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.
  - (iii) **Unit Owners.** If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if underinsured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the Unit Owners and their mortgagees jointly as elsewhere herein contemplated, in the same percentages as their ownership of the common elements.
  - (iv) **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 relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the Unit Owners in the manner elsewhere stated in the same percentages as their ownership of the common elements; except, however, that the part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
  - (v) **Certificate.** Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums





paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer 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 the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the 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 names of the payees and the amounts to be paid.

- 15.5 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the 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 the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Optional Property, in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.
- 15.6 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. Condemnation

- 16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.
- 16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the insurance trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.
- 16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the



following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.
- (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.
- (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:
  - (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
  - (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses - and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

- (i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by subsection 16.4(c) hereof (the "Percentage Balance"); and
- (ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by subsection 16.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- (d) Assessments. If the balance of the award (after payments to the Unit Owner and such owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.
- (e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Units Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

16.8 Discretion of Board. In circumstances not covered by this Declaration or by law, a 2/3rds majority of Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.



17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

- 17.1 Occupancy. Each Unit shall be used as a residence only. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or a fiduciary or beneficiary of a fiduciary lessee or sublessee. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section 17.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, other than family of the Unit Owner or other person(s) who permanently cohabitates in the Unit with the Unit Owner, occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, a person shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 17 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

The rights of the Unit Owners to use any portion of the Master Association Property and/or the Common Properties shall be limited to the extent granted in, and subject to the restrictions of Section 3.4(d) hereof and the Master Covenants, and the obligation for the payment of assessments as set forth in the Master Covenants.

- 17.2 Children. Children shall be permitted to reside in Units, subject to the provisions of Section 17.1, above.
- 17.3 Pets. Each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain two (2) household pets (except fish and birds for which there is no limit on the number) in his Unit, to be limited to dogs and/or cats (or other household pets defined as such and specifically permitted by the Association such as fish and caged (domestic type) birds), provided that such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not kept, bred or maintained for any commercial purpose, (c) not left unattended on balconies or in lanai areas, (d) generally, not a nuisance to residents of other Units or of neighboring buildings and (e) not a pit bull, rottweiler, doberman, presa canario, chow, wolf hybrid, akita or huskie or other breed considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall

be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall, and does hereby, fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be carried or kept on a leash no more than six (6) feet in length at all times when outside the Unit. No pets may be kept on balconies when the Owner is not in the Unit. Without limiting the generality of Section 19 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice. This Section 17.3 shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on Limited Common Elements and does not become a nuisance or annoyance to neighbors.

- 17.4 Alterations. Without limiting the generality of Section 9.1 hereof, but subject to Section 10 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof).
- 17.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.
- 17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.7. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.
- 17.8 Floor Coverings. Without limiting the generality of the approval requirements set forth in Section 9 of this Declaration, no hard-surfaced floor coverings such as wood, tile, marble and stone shall be installed in any Unit or its appurtenant Limited Common Elements unless same is installed with sound-absorbing backing meeting the requirements, from time to time, of the Association.
- 17.9 Exterior Improvements; Landscaping. Without limiting the generality of Sections 9.1 or 17.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.



17.10 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

17.11 Effect on Developer: Association. The restrictions limitations set forth in this Section 17 shall not apply to the Developer or to Units owned by the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from provisions of specific restrictions contained in this Section 17 for good cause shown.

17.12 Cumulative with Restrictions of Master Covenants. The foregoing restrictions shall be in addition to, cumulative with, and not in derogation of those set forth in the Master Covenants.

17.13 Use of Master Association Property and the Common Properties. Without limiting the generality of any provision of the Master Covenants or this Declaration, all Owners shall comply with any and all rules and regulations which may be promulgated and adopted, from time to time, by the Master Association with respect to use by Owners (their lessees, guests, tenants and invitees) of any portion of the Master Association Property (including without limitation the Common Properties as defined in the Master Covenants).

18. Selling, Mortgaging and Leasing of Units.

In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous harmonious development of the Condominium community, the sale and transfer of Units by any owner shall be subject to the following provisions.

18.1 Sales. There are no restrictions on the sale or transfer of Units.

18.2 Leases. Leasing of Units is permitted without the consent of the Board of Directors. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Master Covenants, this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association.

Nothing herein shall interfere with the access rights of the Unit Owner landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

18.3 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

18.4 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 18.

18.5 Developer Leasing. It is understood and agreed by all parties hereto and all Unit Owners that for such period of time as Developer deems appropriate, Developer may actively undertake a leasing and/or lease with option to purchase program with respect to Units owned by it. Accordingly, certain Units may be occupied by tenants of the Developer under lease agreements or month to month tenancies or other types of tenancies heretofore or hereinafter consummated and agreed upon. Such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements, rental agreements or other tenancy agreements and to use and enjoy on a non-exclusive basis all Common Elements of the Condominium without any cost or expense. Developer reserves the right to maintain a leasing as well as sales office within the Condominium for so long as Developer is offering Units for sale in the ordinary course of business.

19. Compliance and Default. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of the Master Covenants, this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1 Mandatory Non-binding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for non-binding arbitration. The arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded attorney's fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in the circuit court for the circuit in which the arbitration took place. A petition may be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed.

19.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made 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 such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

19.3 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance.

- 19.4 Costs or Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same 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 (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.
- 19.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
20. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by the Primary Institutional First Mortgagee. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee of a Unit or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County.

This Section may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns any Unit.

21. Additional Rights of Mortgagees and Others.
- 21.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.
- 21.2 Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing from the Association, the right to timely written notice of:
- (a) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;
  - (b) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;
  - (c) the occurrence of a lapse, cancellation or material modification of any insurance policy maintained by the Association;
  - (d) any proposed action which requires the consent of a specified number of mortgage holders.



- 21.3 Additional Rights. Institutional First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.
22. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of the Master Covenants, this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of the Master Covenants, this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.
23. The Master Association. The Condominium is part of a Community known as The Crossings (the "Community"). The Common Properties of the Community are governed by the Master Association pursuant to the Master Covenants. The Master Covenants also contain certain rules, regulations and restrictions relating to the use of such Common Properties as well as the Condominium Property (including Units). Each Unit Owner will be a member of the Master Association and will be subject to all of the terms and conditions of the Master Covenants, as amended and supplemented from time to time. Among the powers of the Master Association are the power to assess Unit Owners (and other members of the Master Association) for a pro-rata share of the expenses of the operation and maintenance (including the management fees relating to) of such Common Properties and to impose and foreclose liens in the event such assessments are not paid when due. Except for those instances where the use is limited pursuant to the Master Covenants, the Unit Owners shall be entitled to use all of said Common Properties in accordance with and subject to the terms of the Master Covenants. The Master Association may impose certain obligations on the Association including, but not limited to, obligating the Association to collect Assessments due the Master Association despite the fact that such Assessments are not Common Expenses of the Condominium.
24. Additional Provisions.
- 24.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.
- 24.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable.

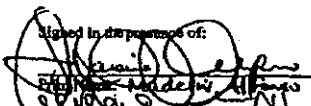
An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

- 24.3 Mortgages. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee of a Unit or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 24.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 24.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 24.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 24.7 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 Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 24.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 24.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that (i) all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects, and (ii) automatically consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion lawfully made in, on or to the Condominium Property or adjoining property by the Developer which are implemented in accordance with the requirements of this Declaration and the requirements of F.S. 718.110(4), and in such regard, each Owner, or occupant of a Unit, hereby designates, the Association to act as agent and attorney-in-fact behalf of the Owner to consent to any such rezoning, change, addition or deletion. If requested by Developer, each Owner shall evidence their consent to rezoning, change, addition or deletion in writing (provided, however, that the refusal to give such written consent shall not obviate the automatic effect of this provision).
- 24.10 Execution of Documents: Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the community as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-

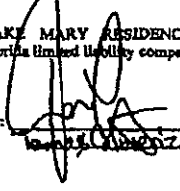
fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

- 24.11 Gender, Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 24.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 24.13 Disclaimer of Warranties. EXCEPT AS IMPOSED BY THE ACT (AND THEN ONLY TO THE EXTENT THEY CAN NOT BE DISCLAIMED), NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY THE DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE CONDOMINIUM PROPERTY (INCLUDING THE COMMON ELEMENTS AND THE UNITS) OR ANY PORTION OF THE COMMUNITY, THE MASTER ASSOCIATION PROPERTY (INCLUDING THE COMMON PROPERTIES), ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAW, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF OR IN CONNECTION WITH THE OPERATION OF THE ASSOCIATION. ALL OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 21st day of February, 2005.

Signed in the presence of:  
  
Print Name: Anna L. Perez-Silveira

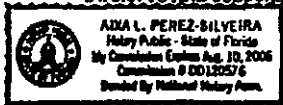
LAKE MARY RESIDENCES, LLC, a Florida limited liability company

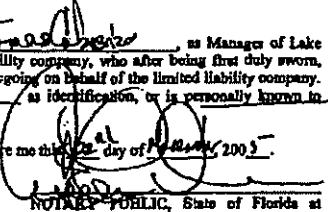
By:   
Joseph A. ... Manager

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) SS:

BEFORE ME, personally appeared Joseph A. ... as Manager of Lake Mary Residences, LLC, a Florida limited liability company, who after being first duly sworn, deposes and states that he has executed the foregoing on behalf of the limited liability company. He presented ... as identification, or is personally known to me.

SWORN TO AND SUBSCRIBED before me this 21st day of February, 2005.



  
NOTARY PUBLIC, State of Florida at Large

Print Notary Public Name: \_\_\_\_\_

My Commission Expires:

LIBRARY/Client/.../Lake Mary/Code/Decl/Declar/ (P) 40



**JOINER AND CONSENT OF MORTGAGEE  
TO DECLARATION OF CONDOMINIUM**

**REGENCY PARK AT LAKE MARY, A CONDOMINIUM**

Fremont Investment & Loan, a California Industrial Bank (the "Mortgagee"), the owner and holder of a Mortgage and Fixture Filing, dated May 27, 2005, and recorded on June 2, 2005, 2005, in Official Records Book 5746, Page 1693, of the Public Records of Seminole County, Florida, hereby joins in to the execution of, and consents to the Declaration of Condominium of REGENCY PARK AT LAKE MARY, a Condominium.

Nothing contained herein shall be deemed to or in any way limited or affect the mortgage held by the Mortgagee or the priority of the lien created thereby and the sole purpose of this Joinder and Consent is to acknowledge the consent of the Mortgagee to the aforesaid Declaration of Condominium.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its or their terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the conversion of the apartments in Lake Mary, Florida into a condominium regime (the "Condominium"), and does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained in the Declaration or the prospectus, (if any) or other documents issued in connection with the promotion of the Condominium. None of the representations contained in the prospectus (if any) or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent is limited to the purposes and requirements of Sections 718.104 and 718.403, Florida Statutes, and does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or the Declaration.

This instrument is executed and delivered by the undersigned pursuant to and for the purpose of complying with §718.104(3), Florida Statutes.

Witnesses:

FREMONT INVESTMENT & LOAN, a  
California industrial bank

Cheeryl Lynn Hull  
Print Name: Cheeryl Lynn Hull

By: Matthew J. [Signature]  
Print Name: Matthew J. Gordon  
Title: Vice President

Kevin [Signature]  
Print Name: Kevin Fitzsimmons

STATE OF California )  
                                  ) SS:  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of November, 2005, by [Signature] as of FREMONT INVESTMENT & LOAN, a California industrial bank, on behalf of the bank. He is (  ) personally known to me or (  ) has produced \_\_\_\_\_ as identified and did take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Orange } ss.

On November 23 2005 before me, Dwaine Zee Zanders  
Date Name and Title of Officer (e.g., State Notary Public)  
personally appeared Matthew Goulet  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) I/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

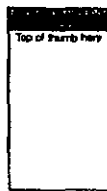
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_



EXHIBIT I

Legal Description

That certain real property located in the City of Lake Mary, County of Seminole, State of Florida, having a street address of 733 Secret Harbor Lane, more particularly described as follows:

PHASE I AND II COMBINED:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 30 EAST, RUN S89°52'44"E, ALONG THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 1284.08 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LAKE ENMA ROAD; THENCE S00°09'19"W, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 910.23 FEET FOR A POINT OF BEGINNING; THENCE S89°50'41"E, A DISTANCE OF 1165.31 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 21°42'25" AND A RADIUS OF 150.00 FEET; THENCE FROM A TANGENT BEARING OF S26°01'10"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.83 FEET TO THE POINT OF TANGENCY; THENCE S47°43'35"E, A DISTANCE OF 41.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 46°41'43" AND A RADIUS OF 250.00 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 203.75 FEET TO THE POINT OF TANGENCY; THENCE S01°01'51"E, A DISTANCE OF 133.76 FEET TO THE POINT OF CURVATURE CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 61°02'41" AND A RADIUS OF 250.00 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 266.36 FEET TO THE POINT OF TANGENCY; THENCE S60°00'49"W, A DISTANCE OF 167.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 88°27'24" AND A RADIUS OF 100.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 154.39 FEET TO THE POINT OF TANGENCY; THENCE S28°25'35"E, A DISTANCE OF 162.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 27°59'18" AND A RADIUS OF 600.00 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 293.09 FEET TO THE POINT OF TANGENCY; THENCE S00°27'17"E, A DISTANCE OF 65.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 77°18'33" AND A RADIUS OF 46.54 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 18°57'23" AND A RADIUS OF 285.75 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 94.54 FEET TO THE POINT OF TANGENCY; THENCE S58°48'27"E, A DISTANCE OF 103.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWAY BOULEVARD, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 05°58'21" AND A RADIUS OF 1327.57 FEET, THENCE FROM A TANGENT BEARING OF S59°57'50"W, RUN

SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 138.38 FEET TO THE POINT OF TANGENCY; THENCE S53°58'29"W, A DISTANCE OF 284.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 11°06'00", AND A RADIUS OF 1394.31 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 270.12 FEET; THENCE N25°24'11"W, A DISTANCE OF 347.73 FEET; THENCE N36°05'59"W, A DISTANCE OF 315.76 FEET; THENCE N45°54'59"W, A DISTANCE OF 241.28 FEET; THENCE N89°50'41"W, A DISTANCE OF 285.67 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LAKE EMMA ROAD, THENCE N00°09'19"E, A DISTANCE OF 1093.65 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

PART A

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 30 EAST AS RECORDED IN OFFICIAL RECORDS BOOK 2654 PAGE 926 AND LESS RIGHT-OF-WAYS RECORDED IN OFFICIAL RECORDS BOOKS 1416, PAGE 369, ALL IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 19, THENCE S89°48'55"W, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 1251.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LAKE EMMA ROAD, THENCE DEPARTING SAID SOUTH LINE, N00°13'20"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE 1337.37 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N00°13'20"W, 19.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, N89°46'40", 17.35 FEET; THENCE S42°10'44"W, 25.73 FEET TO THE POINT OF BEGINNING.

AND ALSO

PART B

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 30 EAST AS RECORDED IN OFFICIAL RECORDS BOOK 2654, PAGE 926 AND LESS RIGHT-OF-WAYS AS RECORDED IN OFFICIAL RECORDS BOOK 1416, PAGE 369, ALL IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 19, THENCE S89°48'55"W, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 1251.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LAKE EMMA ROAD, THENCE DEPARTING SAID SOUTH LINE N00°13'20"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1736.33 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUING



ALONG SAID EASTERLY RIGHT-OF-WAY LINE N00°13'20"W, 22.53 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, N89°46'39"E, 23.80 FEET THENCE S41°46'40"W, 31.54 FEET TO THE POINT OF BEGINNING.

AND ALSO

PART C

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 30 EAST AS RECORDED IN OFFICIAL RECORDS BOOK 2654, PAGE 926 AND LESS RIGHT-OF-WAYS AS RECORDED IN OFFICIAL RECORDS BOOK 1416, PAGE 369, ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 19, THENCE S89°48'55"W, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 1251.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LAKE EMMA ROAD, THENCE DEPARTING SAID SOUTH LINE, N00°13'20"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1430.37 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE N00°13'20"W, 22.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE S39°30'42"E, 28.43 FEET; THENCE N89°46'40"E, 18.00 FEET TO THE POINT OF BEGINNING.

24552738

A-3

**EXHIBIT "2" TO DECLARATION OF  
REGENCY PARK AT LAKE MARY, A CONDOMINIUM**

**SURVEY - PLOT PLAN - FLOOR PLANS**



# The Reserve at Lake Mary, a Condominium Cover Sheet

- 1-2 Cover Sheet
- 3 Legal Description
- 4 Surveyor's Notice and Certificate
- 5 Layout, Abstraction, Location Map and Curve Data Tabulation Chart
- 6-7 Key Map
- 8-56 Survey-Site Plan, Graphic Description
  - 57 Building Typical 'A', Dimension Plan (Buildings Nos. 3A,9,17,21,26 and 30)
  - 58 Building Typical 'A', First Floor Plan (Buildings Nos. 3A,9,17,21,26 and 30)
  - 59 Building Typical 'A', Second Floor Plan (Buildings Nos. 3A,9,17,21,26 and 30)
  - 60 Building Typical 'A', Roof Plan (Buildings Nos. 3A,9,17,21,26 and 30)
  - 61 Building Typical 'A', Elevation Plan (Buildings Nos. 3A,9,17,21,26 and 30)
  - 62 Building Typical 'B', Dimension Plan (Buildings Nos. 10,16,19,25,27 and 29)
  - 63 Building Typical 'B', First Floor Plan (Buildings Nos. 10,16,19,25,27 and 29)
  - 64 Building Typical 'B', Second Floor Plan (Buildings Nos. 10,16,19,25,27 and 29)
  - 65 Building Typical 'B', Third Floor Plan (Buildings Nos. 10,16,19,25,27 and 29)
  - 66 Building Typical 'B', Roof Plan (Buildings Nos. 10,16,19,25,27 and 29)
  - 67 Building Typical 'B', Elevation Plan (Buildings Nos. 10,16,19,25,27 and 29)
  - 68 Building Typical 'C', Dimension Plan (Buildings Nos. 2,5,7,11 and 28)
  - 69 Building Typical 'C', First Floor Plan (Buildings Nos. 2,5,7,11 and 28)
  - 70 Building Typical 'C', Second Floor Plan (Buildings Nos. 2,5,7,11 and 28)
  - 71 Building Typical 'C', Roof Plan (Buildings Nos. 2,5,7,11 and 28)
  - 72 Building Typical 'C', Elevation Plan (Buildings Nos. 2,5,7,11 and 28)
- 73 Building Typical 'D', Dimension Plan (Buildings Nos. 4,12 and 23)
- 74 Building Typical 'D', First Floor Plan (Buildings Nos. 4,12 and 23)
- 75 Building Typical 'D', Second Floor Plan (Buildings Nos. 4,12 and 23)
- 76 Building Typical 'D', Roof Plan (Buildings Nos. 4,12 and 23)
- 77 Building Typical 'D', Elevation Plan (Buildings Nos. 4,12 and 23)
- 78 Building Typical 'E', Dimension Plan (Buildings Nos. 15,20,22 and 24)
- 79 Building Typical 'E', First Floor Plan (Buildings Nos. 15,20,22 and 24)
- 80 Building Typical 'E', Second Floor Plan (Buildings Nos. 15,20,22 and 24)
- 81 Building Typical 'E', Roof Plan (Buildings Nos. 15,20,22 and 24)
- 82 Building Typical 'E', Elevation Plan (Buildings Nos. 15,20,22 and 24)
- 83 Building Typical 'F', Dimension and Roof Plan (Buildings Nos. 6,34 and 40)
- 84 Building Typical 'F', First and Second Floor Plan (Buildings Nos. 6,34 and 40)
- 85 Building Typical 'F', Elevation Plan (Buildings Nos. 6,34 and 40)
- 86 Building Typical 'G', Dimension Plan (Buildings Nos. 3,33 and 42)
- 87 Building Typical 'G', First Floor Plan (Buildings Nos. 3,33 and 42)
- 88 Building Typical 'G', Second Floor Plan (Buildings Nos. 3,33 and 42)
- 89 Building Typical 'G', Third Floor Plan (Buildings Nos. 3,33 and 42)
- 90 Building Typical 'G', Roof Plan (Buildings Nos. 3,33 and 42)
- 91 Building Typical 'G', Elevation Plan (Buildings Nos. 3,33 and 42)
- 92 Building Typical 'H', Dimension and Roof Plan (Buildings Nos. 14 and 38)
- 93 Building Typical 'H', First and Second Floor Plan (Buildings Nos. 14 and 38)
- 94 Building Typical 'H', Elevation Plan (Buildings Nos. 14 and 38)

	<p>The Reserve at Lake Mary, a Condominium</p>		<p>1</p>
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EXHIBIT "2"

# The Reserve at Lake Mary, a Condominium

## Cover Sheet

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>96 Building Typical 'T', Dimension and Roof Plan (Buildings Nos. 15,35 and 37)</li> <li>98 Building Typical 'T', First and Second Floor Plan (Buildings Nos. 15,35 and 37)</li> <li>97 Building Typical 'T', Elevation Plan (Buildings Nos. 15,35 and 37)</li> <li>98 Building Typical 'I Modified', Dimension and Roof Plan (Building No 40)</li> <li>99 Building Typical 'I Modified', First and Second Floor Plan (Building No 40)</li> <li>100 Building Typical 'I Modified', Elevation Plan (Building No 40)</li> <li>101 Building Typical 'J', Dimension Plan (Buildings Nos. 32,36 and 38)</li> <li>102 Building Typical 'J', Second Floor Plan (Buildings Nos. 32,36 and 38)</li> <li>103 Building Typical 'J', First Floor Plan (Buildings Nos. 32,36 and 38)</li> <li>104 Building Typical 'J', Third Floor Plan (Buildings Nos. 32,36 and 38)</li> <li>105 Building Typical 'J', Roof Plan (Buildings Nos. 32,36 and 38)</li> <li>106 Building Typical 'J', Elevation Plan (Buildings Nos. 32,36 and 38)</li> <li>107 Type Unit 'Calico'</li> <li>108 Type Unit 'Coral Reef'</li> <li>109 Type Unit 'Conama'</li> <li>110 Type Unit 'Flamingo'</li> <li>111 Type Unit 'Mirage'</li> <li>112 Type Unit 'Palm Breeze'</li> <li>113 Type Unit 'Paradise'</li> <li>114 Type Unit 'Sandbox'</li> <li>115 Type Unit 'Sea Breeze'</li> <li>116 Type Unit 'Sand Castle'</li> <li>117 Type Unit 'Sand Dollar'</li> <li>118 Type Unit 'Seascape'</li> <li>119 Type Unit 'Sunset'</li> </ul> | <ul style="list-style-type: none"> <li>120-121 Unit and Building numbers, First Floor</li> <li>122-123 Unit and Building numbers, Second and Third Floor</li> <li>124 Laundry and Gym</li> <li>125 Office-Club House</li> <li>126 Summary Table No. 1</li> <li>127 Summary Table No. 2</li> <li>128 Summary Table No. 3</li> <li>129 Summary Table No. 4</li> <li>130 Summary Table No. 5</li> <li>131 Summary Table No. 6</li> <li>132 Summary Table No. 7</li> <li>133 Summary Table No. 8</li> <li>134 Summary Table No. 9</li> </ul> |
|---|--|

**EXHIBIT '2'**

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DATE																
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SHEET NO.	<b>2</b>															

LEGAL DESCRIPTION:

The Reserve at Lake Mary, a Condominium  
Legal Description

CONDOMINIUM OF THE RESERVE AT LAKE MARY, MARYLAND, INC. ...

INDEPENDENTLY, LEASED A GARAGE, WALKER OF DRIVE ...

LAND AND EXEMPT

PART A  
THE PORTION OF THE RESERVE AT LAKE MARY ...

PORTION OF THE RESERVE AT LAKE MARY, INC. ...

PART B

THE PORTION OF THE RESERVE AT LAKE MARY ...

EXHIBIT '2'

DATE 2012/01/21	BY [Signature]
<b>P.H. MANUCK, INC.</b> ATTORNEYS AT LAW 101 WEST END AVENUE, SUITE 101 BALTIMORE, MARYLAND 21201-4464 TEL: 410.528.1800 FAX: 410.528.1801	
<b>The Reserve at Lake Mary, a Condominium</b> 777 North Lake Mary Way, Lake Mary, MD 21118	
TITLE PART 2 1 3	SHEET NO. 1 3

# The Reserve at Lake Mary, a Condominium

## Surveyor's Notes and Certificate

### SURVEYOR'S NOTES:

- 1- LOTS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD, EXCEPT AS SHOWN HEREON, IF ANY.
- 2- NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES, FOOTINGS OF BUILDINGS, WALLS OR FENCES, EXCEPT AS SHOWN HEREON, IF ANY.
- 3- THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES, EXCEPT AS SHOWN HEREON, IF ANY.
- 4- THE NORTH ARROW AND BEARING SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N 00D39'19" E ALONG THE EASTERY RIGHT-OF-WAY LINE OF LAKE EWAH ROAD AND ALL OTHER BEARINGS ARE RELATIVE THERE TO.
- 5- ELEVATIONS SHOWN HEREON IF ANY ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM (1929 MEAN SEA LEVEL).
- 6- FLOOD ZONE DATA: THIS SITE IS IN A FLOOD PRONE AREA. IT IS IN ZONE "AE", AN AREA OF 100 YEAR FLOODING AND ZONE "X", AN AREA OF MINIMAL FLOODING, BASED ON FLOOD INSURANCE RATE MAP, PANEL NO. 12878B-0150-E, DATED APRIL 17, 1995, SINGLE COUNTY, FLORIDA.

### CERTIFICATE OF SURVEYOR:

THAT UNDERSIGNED, BEING A PROFESSIONAL LAND SURVEYOR, DUTY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN: The Reserve at Lake Mary, a Condominium AS SHOWN HEREON ARE SUBSTANTIALLY COMPLETED SO THAT THE MATERIALS COMPRISING EXHIBIT "2" OF THE DECLARATION OF CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

THE UNDERSIGNED FURTHER CERTIFIES THAT ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS AND COMMON AREAS FACILITIES HAVE BEEN SUBSTANTIALLY COMPLETED.

**J.H. MANUCCI, INC.**  
  
 DATED: 8/4/05

**BERNABE A. HERNANDEZ**  
 REGISTERED LAND SURVEYOR No. 2905  
 STATE OF FLORIDA

#### NOTES:

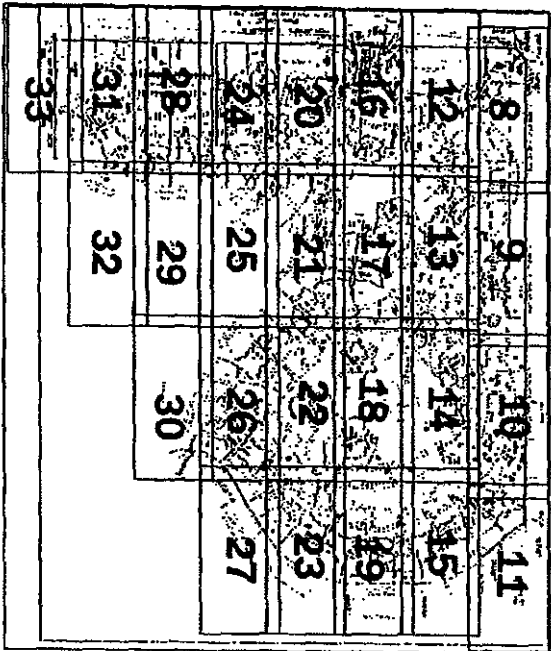
- 1) THIS CERTIFICATION IS ONLY FOR THE LAND AS SHOWN HEREON.
- 2) THIS IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM FOR ENCUMBRANCES.
- 3) THIS CERTIFICATE IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

EXHIBIT "2"

DATE RECEIVED		BY	
			
The Reserve at Lake Mary, a Condominium		4	



# The Reserve at Lake Mary, a Condominium Survey-Site Plan, key Map



KEY MAP

**ABBREVIATIONS**

.....	Proposed Condominium Units
.....	Proposed Common Areas
.....	Proposed Common Elements
.....	Proposed Common Facilities
.....	Proposed Common Structures
.....	Proposed Common Utilities
.....	Proposed Common Vehicles
.....	Proposed Common Water
.....	Proposed Common Sewer
.....	Proposed Common Gas
.....	Proposed Common Electric
.....	Proposed Common Telephone
.....	Proposed Common Cable
.....	Proposed Common Other

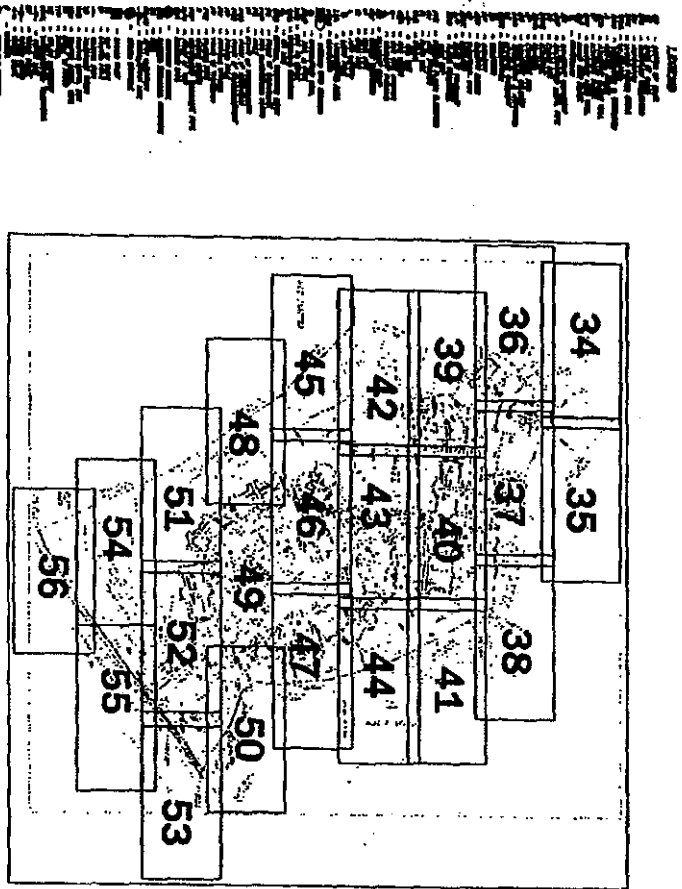
EXHIBIT "2"

<p>The Reserve at Lake Mary, a Condominium</p>	
<p>211 South Orange Lake Blvd., Suite 100, Lake Mary, FL 32746</p>	
<p>DATE: 11/11/11</p>	<p>6</p>



# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Key Map



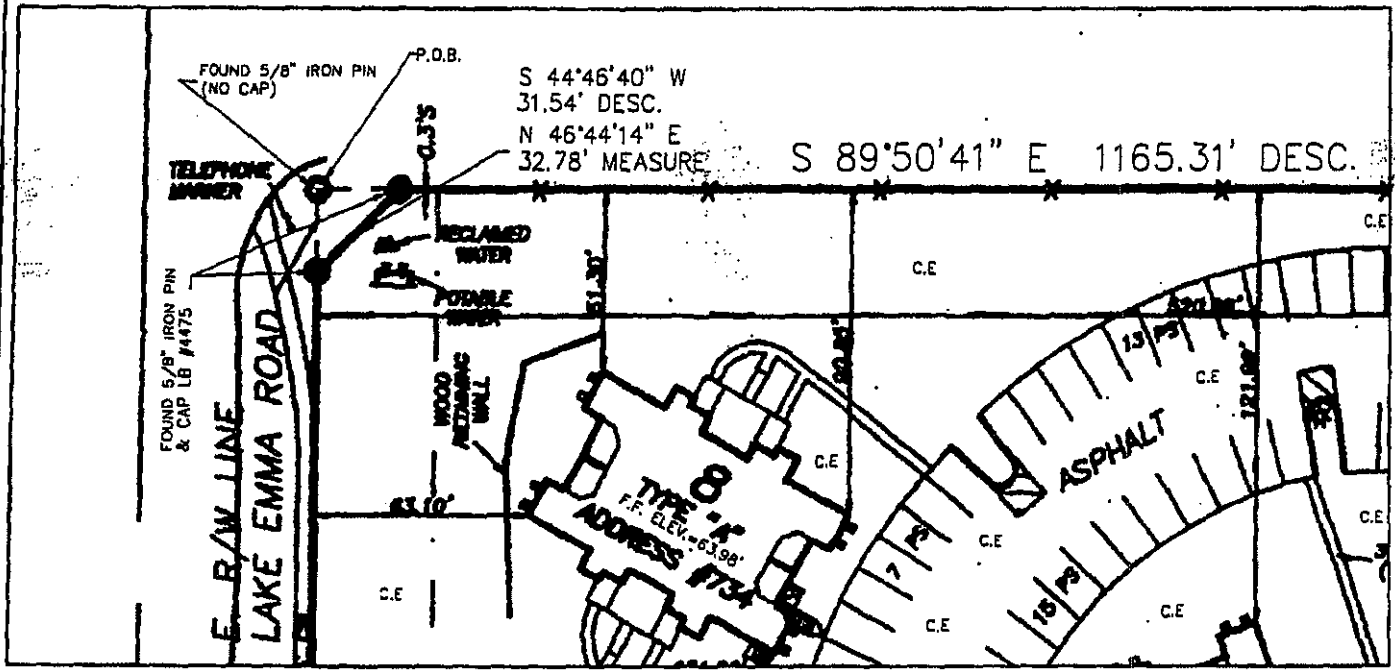
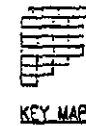
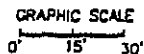
KEY MAP

EXHIBIT '2'

<p><b>J.H. MANUCKY, INC.</b> 211 South Orange Ave., Suite 1000, Orlando, FL 32801</p>	<p><b>The Reserve at Lake Mary, a Condominium</b> 111 South Orange Ave., Suite 1000, Orlando, FL 32801</p>	<p>7</p>
---	--	----------

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**

(L.C.E.) = DENOTES LIMITED COMMON ELEMENT  
 (C.E.) = DENOTES COMMON ELEMENT

**EXHIBIT "2"**

DATE	REVISIONS	BY



PROJECT NAME: **The Reserve at Lake Mary, a Condominium**  
 711 Sweet Potato Lane, Lake Mary, FL 32746

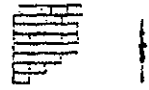
DATE: AUG 11, 2009	<b>8</b>
DRAWN BY: JHM	
SCALE: AS SHOWN	
PLANT: SEE PLAN	

Book6016/Page50 CFN#2005206443

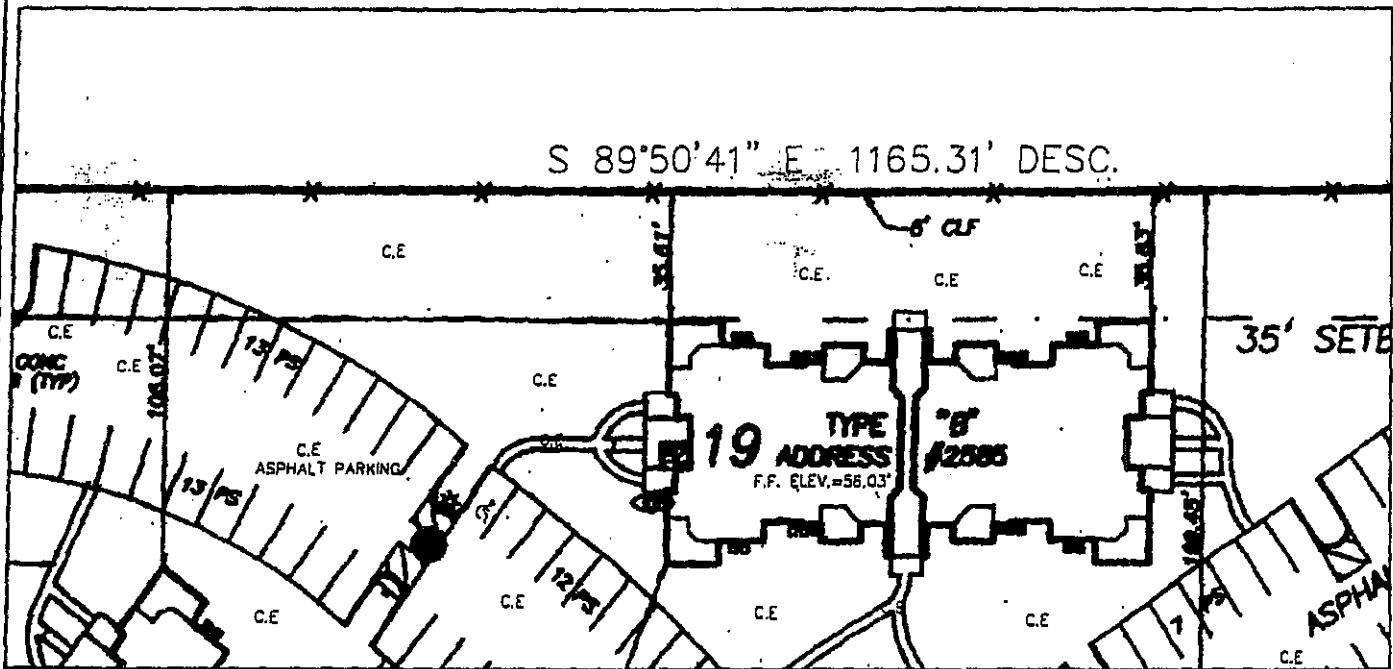
# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description

GRAPHIC SCALE  
0' 15' 30'



KEY MAP



**ABBREVIATIONS**

(C.E.)= DENOTES UNIT'S COMMON ELEMENT  
(C.E.)= DENOTES COMMON ELEMENT

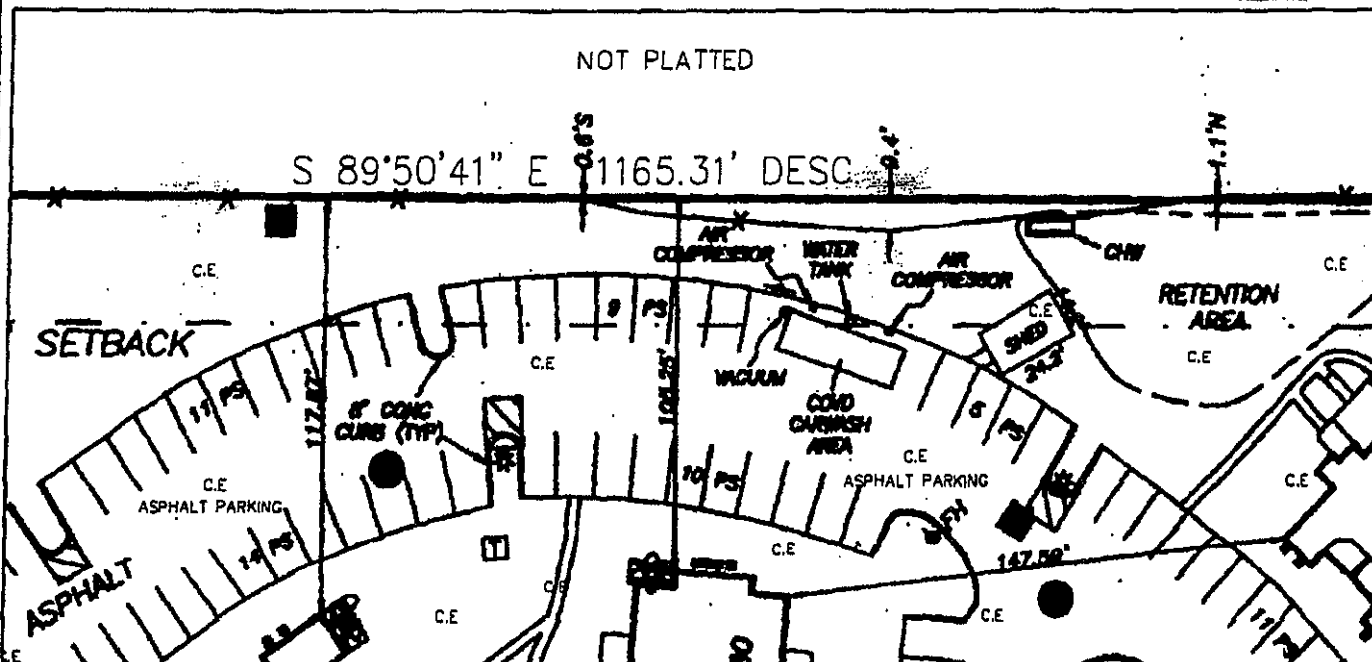
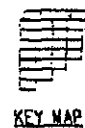
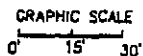
**EXHIBIT "2"**

<p>DATE: REV: 3-201</p>	<p><b>J.H. MANUCY, INC.</b> Surveyors 1111 S. Orange Ave., Suite 200 Orlando, FL 32806 (407) 851-1111</p>	<p><b>The Reserve at Lake Mary, a Condominium</b> 733 Silver Mirror Lane, Lake Mary, FL 32746</p>	<p>DATE: 3-201 BY: JHM CHECKED: JHM SCALE: AS SHOWN PROJECT: THE RESERVE AT LAKE MARY SHEET NO: 9 OF 13</p>
-------------------------	---	---	---

Book6016/Page51 CFN#2005206443

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
 (C.E.) - CONCRETE UNIT COMMON ELEMENT  
 (C.E.) - CONCRETE COMMON ELEMENT

**EXHIBIT '2'**

DATE	REVISIONS

**J.H. MANUCY, INC.**  
 SURVEYORS  
 1100 N. W. 11th St., Ft. Lauderdale, FL 33304  
 (954) 561-1100



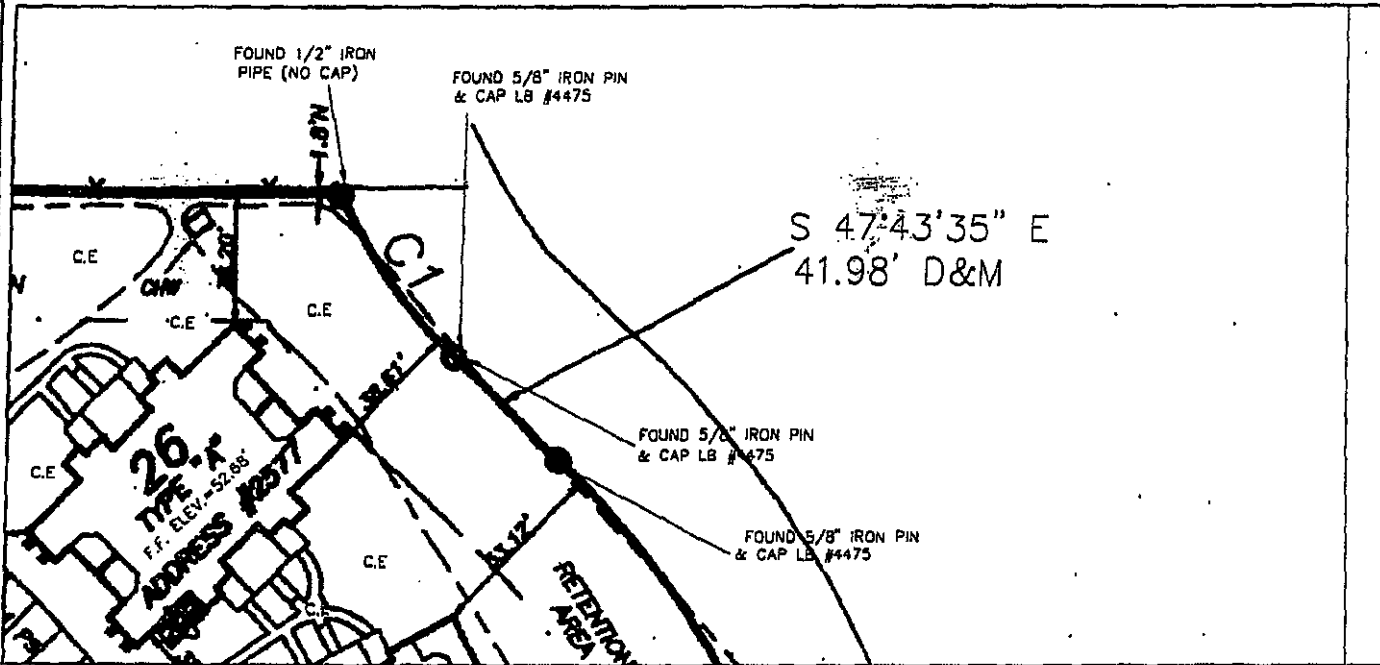
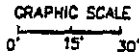
**The Reserve at Lake Mary, a Condominium**  
 733 Sunset Forest Lane, Lake Mary, FL 32744

DATE	
SCALE	
PROJECT	

10

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



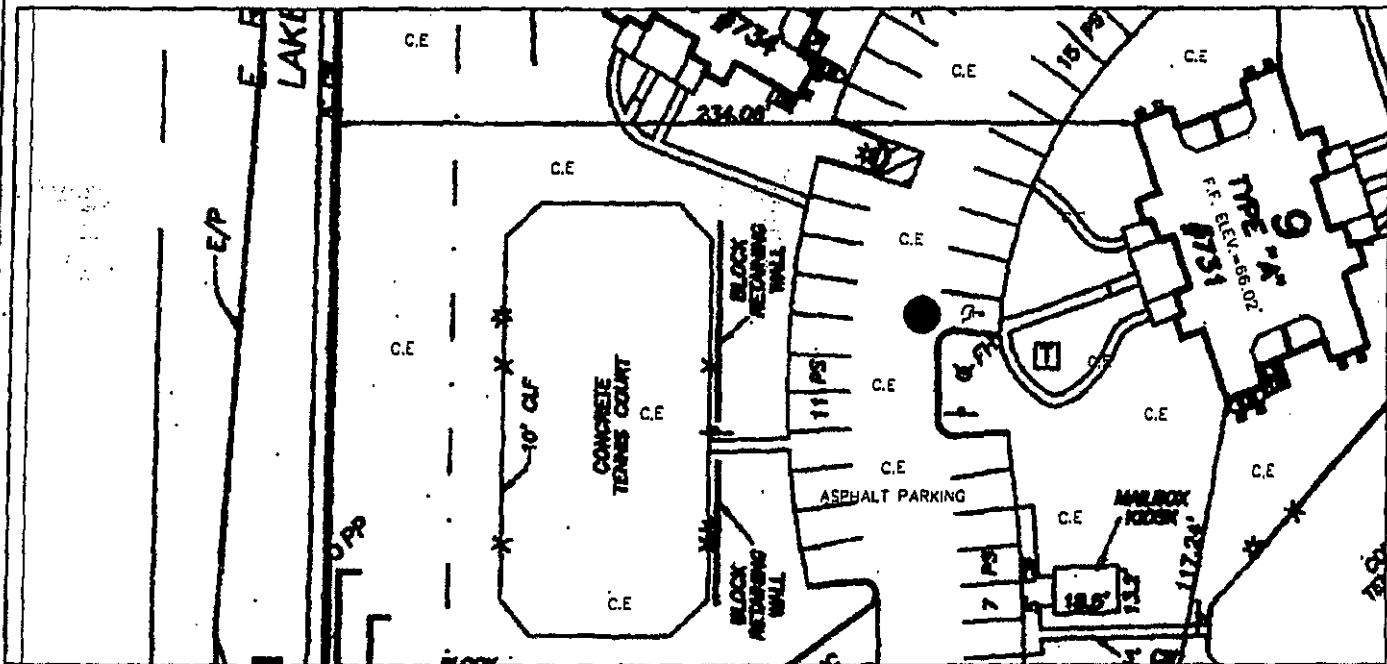
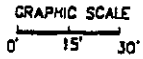
**ABBREVIATIONS**  
 (L.C.E.)- CONDO'S LIMITED COMMON ELEMENT  
 (C.E.)- CONDO'S COMMON ELEMENT

**EXHIBIT "2"**

DATE: REV 2 2011			PROJECT NAME:	DATE: 02/11/11	11
			The Reserve at Lake Mary, a Condominium 733 South Harbor Lane, Lake Mary, FL 32746	DRAWN BY: CHECKED BY: FIELD BOOK NO.: SHEET NO.:	

Book6016/Page53 CFN#2005206443

# The Reserve at Lake Mary, a Condominium Survey-Site Plan, Graphic Description



**ABBREVIATIONS**

(C.E.) - DENOTES LIMITED COMMON ELEMENT  
(C.C.) - DENOTES COMMON ELEMENT

**EXHIBIT "2"**

DATE	DESCRIPTION	BY

**J.H. MANUCY, INC.**  
SURVEYORS  
211 SOUTH HUNTER LANE, LAKE MARY, FL 32746  
(407) 877-1111



**The Reserve at Lake Mary, a Condominium**  
211 SOUTH HUNTER LANE, LAKE MARY, FL 32746

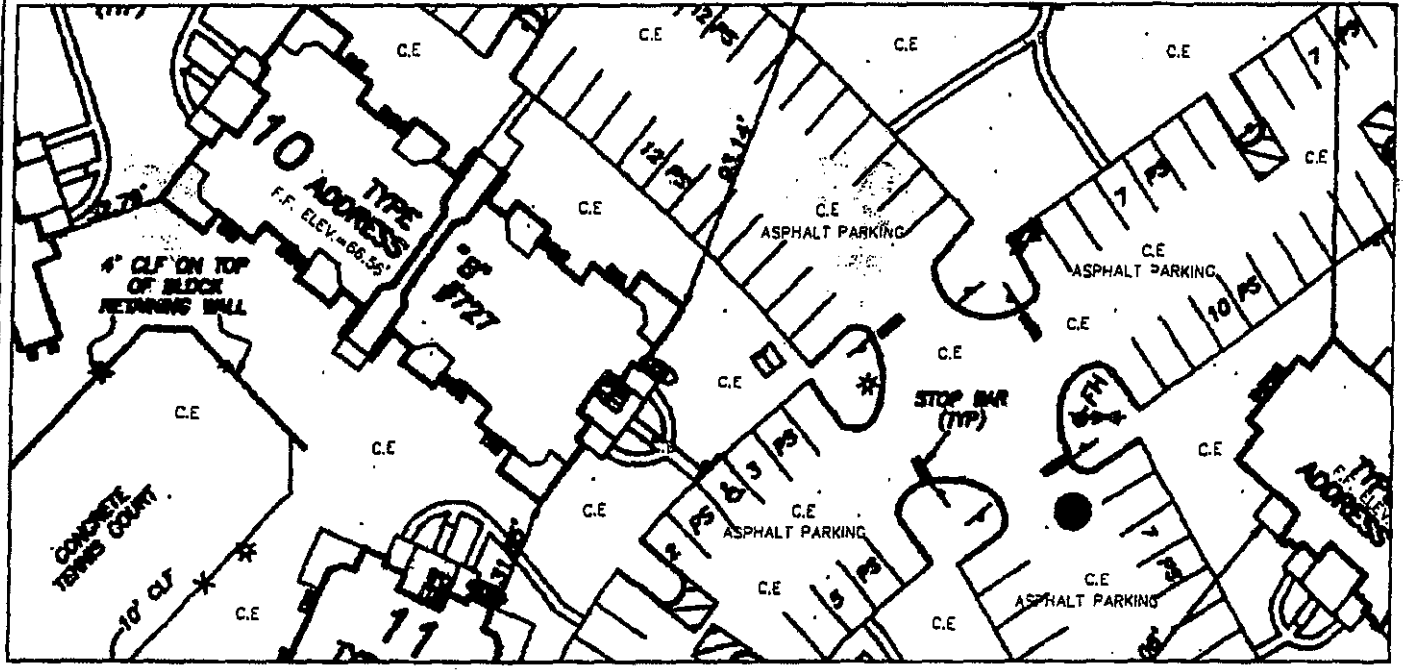
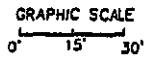
DATE	SCALE	BY

12

NO CONTRACT, SPECIFIC, ALL DIMENSIONS AND DESCRIPTIONS THEREIN ARE DEPENDENT ON THE PLAN IN THE POSSESSION OF J.H. MANUCY, INC. NOT TO BE USED IN CONNECTION WITH ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF J.H. MANUCY, INC.

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
 (C.E.) DENOTES LIMITED COMMON ELEMENT  
 (CC) DENOTES COMMON ELEMENT

**EXHIBIT '2'**

DATE	REVISION	BY	<p><b>J.H. MANACY, INC.</b>                  13300 Lake Mary Road, Suite 200, Lake Mary, FL 32746                  (407) 329-1111</p>	<p><b>The Reserve at Lake Mary, a Condominium</b>                  133 Street Harbor Lane, Lake Mary, FL 32746</p>	SHEET NO. 13	
					PROJECT NAME The Reserve at Lake Mary, a Condominium	DATE 11/11/2003
					DRAWN BY J.M.	CHECKED BY J.M.
					SCALE AS SHOWN	DATE PLOTTED 11/11/2003

Book6016/Page55 CFN#2005206443

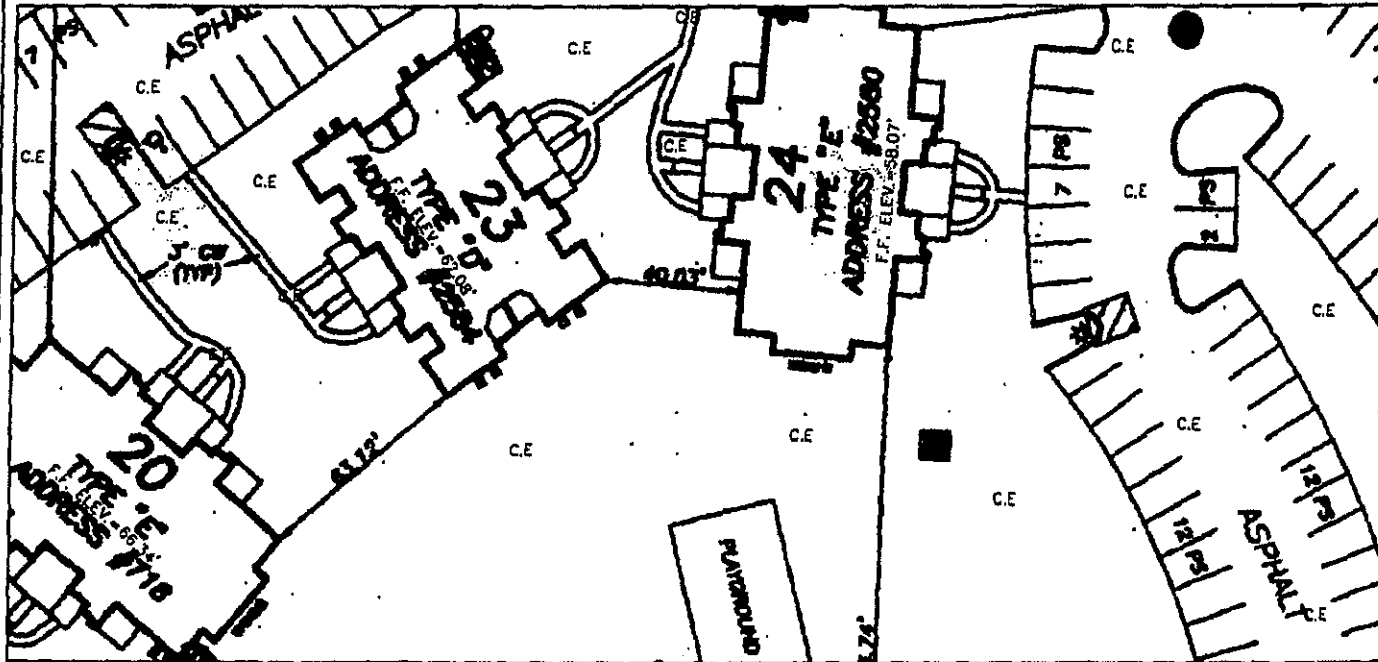
# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description

GRAPHIC SCALE  
0' 15' 30'



KEY MAP



**ABBREVIATIONS**

(L.C.E.) = DENOTES LIMITED COMMON ELEMENT  
(C.E.) = DENOTES COMMON ELEMENT

**EXHIBIT '2'**

NO.	REVISIONS	DATE

**J.H. MANUCY, INC.**  
 111 SOUTH HAVEN LANE, LAKE MARY, FL 32746  
 (407) 963-1111



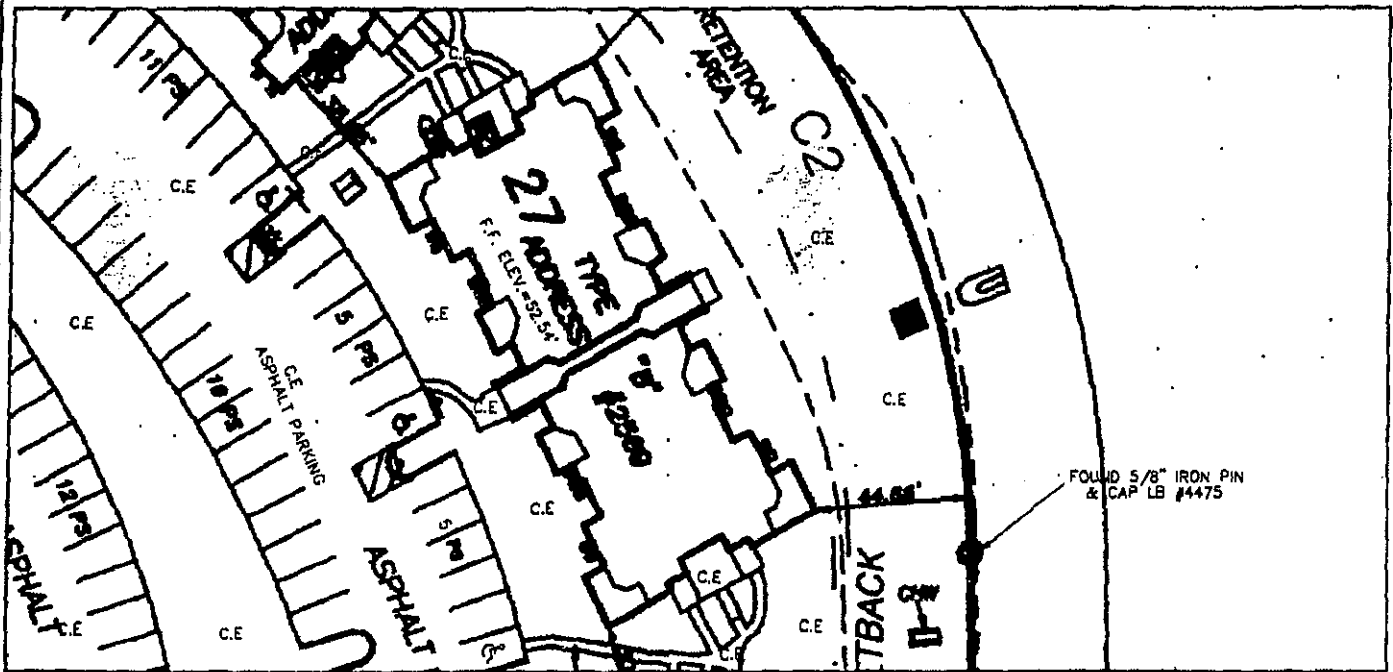
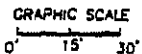
PROJECT NAME  
**The Reserve at Lake Mary, a Condominium**  
 111 South Haven Lane, Lake Mary, FL 32746

DATE: 11/11/08	14
DRAWN BY: J.M.	
CHECKED BY: J.M.	
SCALE: AS SHOWN	
PROJECT NO.: 08004	
DATE OF PLOTTING: 11/11/08	



# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
 (L.C.E.) DENOTES LIMITED COMMON ELEMENT  
 (C.E.) DENOTES COMMON ELEMENT

**EXHIBIT '2'**

DATE	DESCRIPTION

**J.H. MANUCY, INC.**  
 12345 Main Street, Suite 100, Lake Mary, FL 32746  
 (407) 555-1234

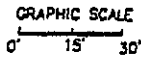


**The Reserve at Lake Mary, a Condominium**  
 12345 Main Street, Suite 100, Lake Mary, FL 32746

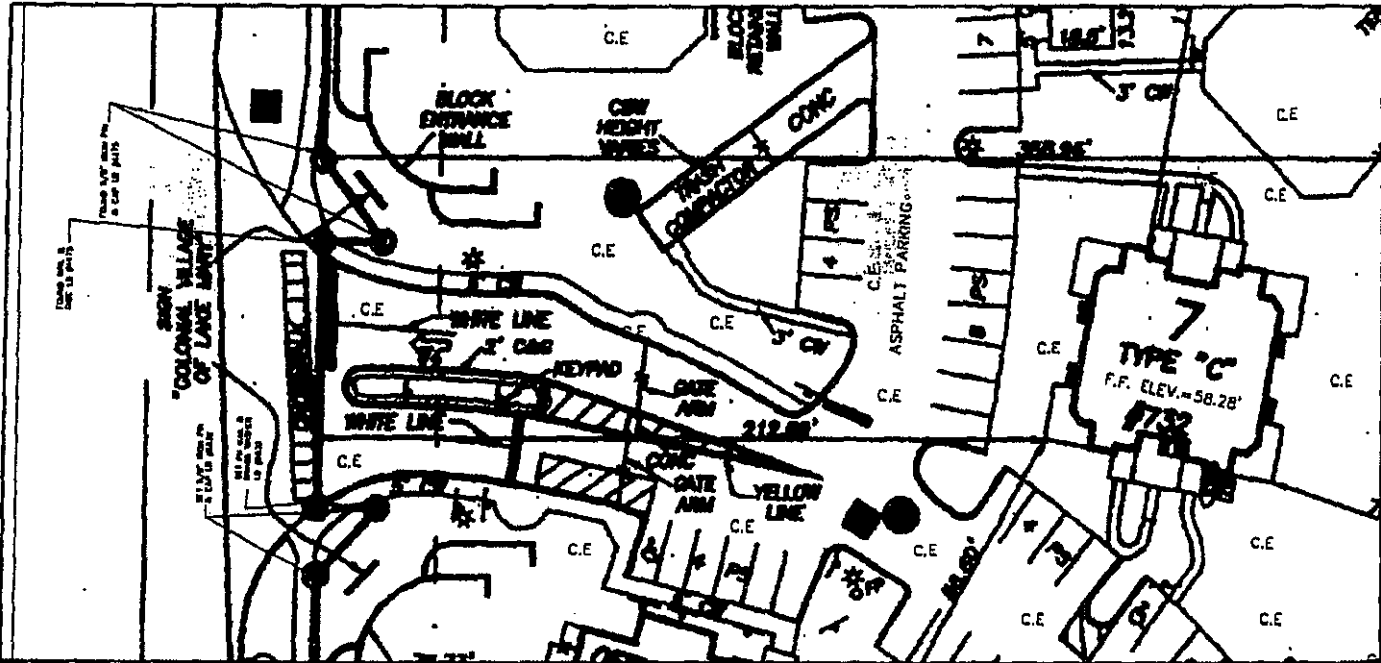
PROJECT NO.	
DATE	
BY	
CHECKED	
SCALE	

15

Book6016/Page57 CFN#2005206443



# The Reserve at Lake Mary, a Condominium Survey-Site Plan, Graphic Description



### ABBREVIATIONS

(L.C.E.) = DENOTES LIMITED COMMON ELEMENT  
(C.E.) = DENOTES COMMON ELEMENT

EXHIBIT '2'

DATE	REVISIONS

**J.H. MANUCY, INC.**  
SURVEYORS



The Reserve at Lake Mary, a Condominium

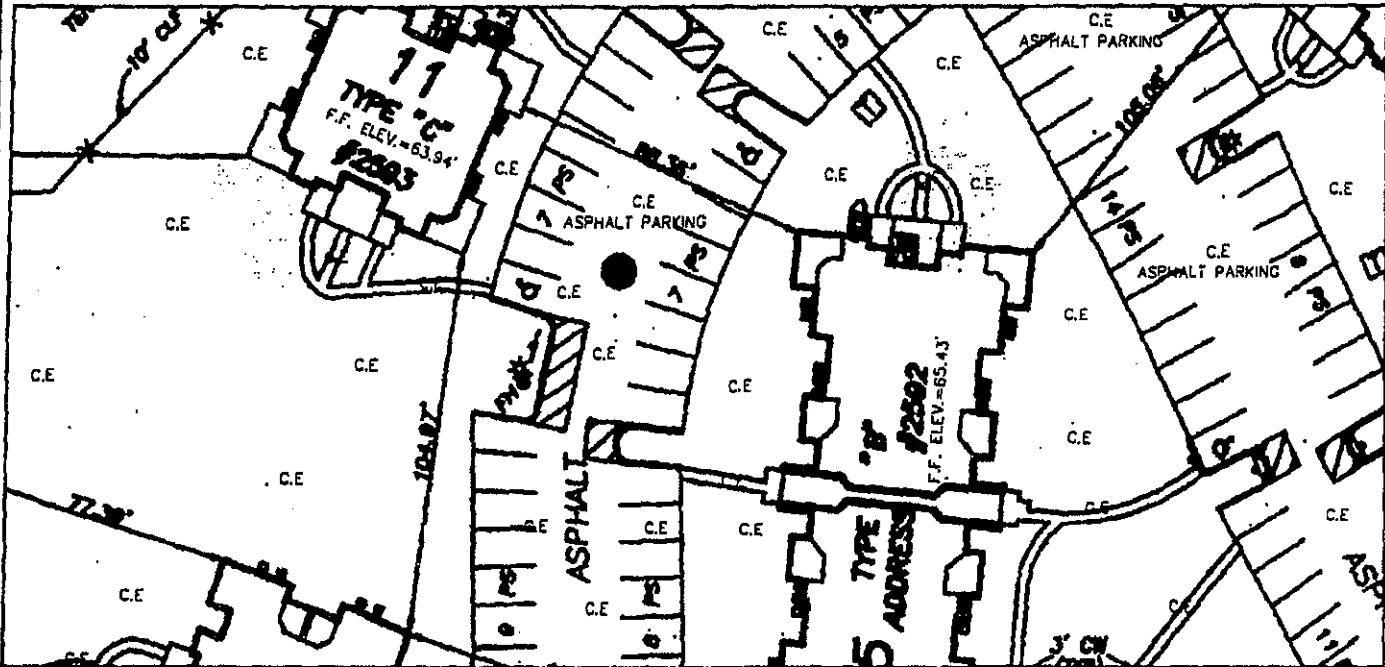
233 West "Water" Lake Mary, FL 32746

NO.	DATE	REVISION

16

# The Reserve at Lake Mary, a Condominium Survey-Site Plan, Graphic Description

GRAPHIC SCALE  
0' 15' 30'



**ABBREVIATIONS**  
(L.C.E.) - DENOTES LIMITED COMMON ELEMENT  
(C.E.) - DENOTES COMMON ELEMENT

**EXHIBIT '2'**

DATE	REVISIONS	BY

**J.H. MANUCY, INC.**  
SURVEYORS  
1111 South Orange Avenue, Suite 200  
Orlando, Florida 32801  
Tel: 407-851-1111



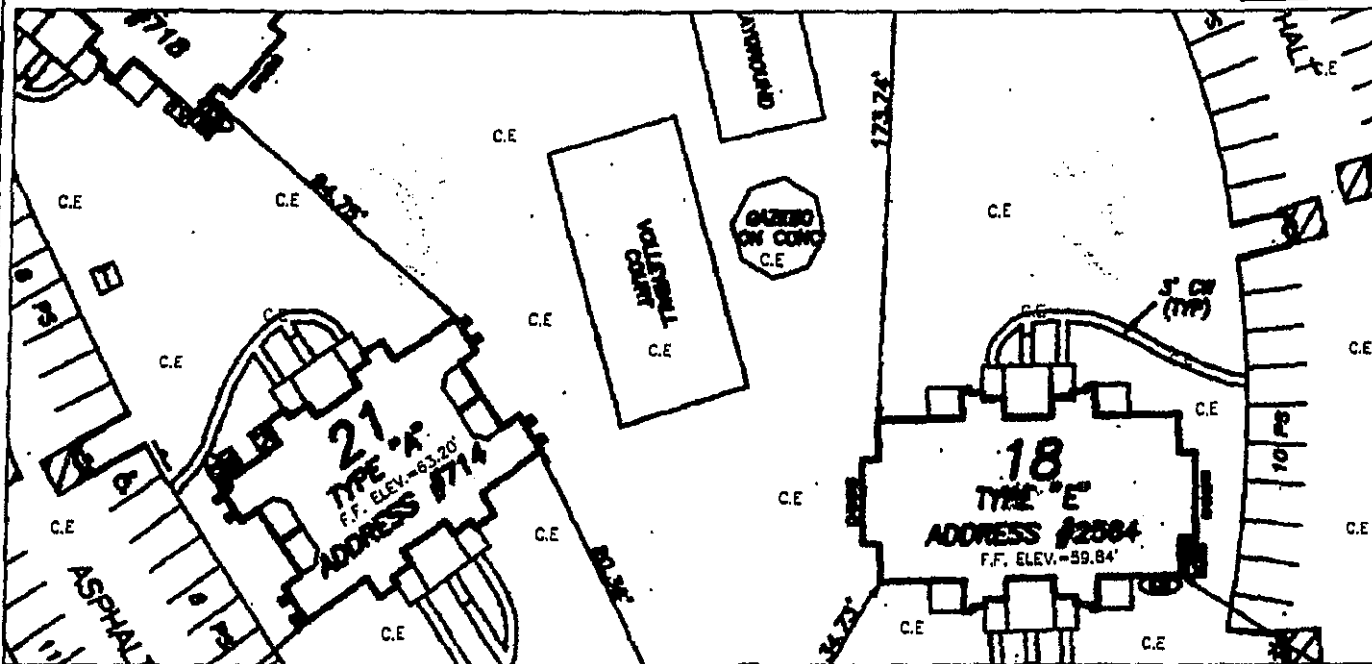
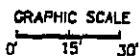
**The Reserve at Lake Mary, a Condominium**  
733 South Orange Lane, Lake Mary, FL 32746

DATE: 11/11/03  
SCALE: AS SHOWN  
SHEET: 17 OF 17  
PROJECT NO.: 03-001

17

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**

(L.C.E.) = DENOTES LIMITED COMMON ELEMENT  
 (C.E.) = DENOTES COMMON ELEMENT

**EXHIBIT '2'**

DATE	REVISION

**O.J.H. MANUCY, INC.**  
 SURVEYORS  
 112 SOUTH HICKORY LANE, LAKE MARY, FL 32744  
 (407) 962-1111



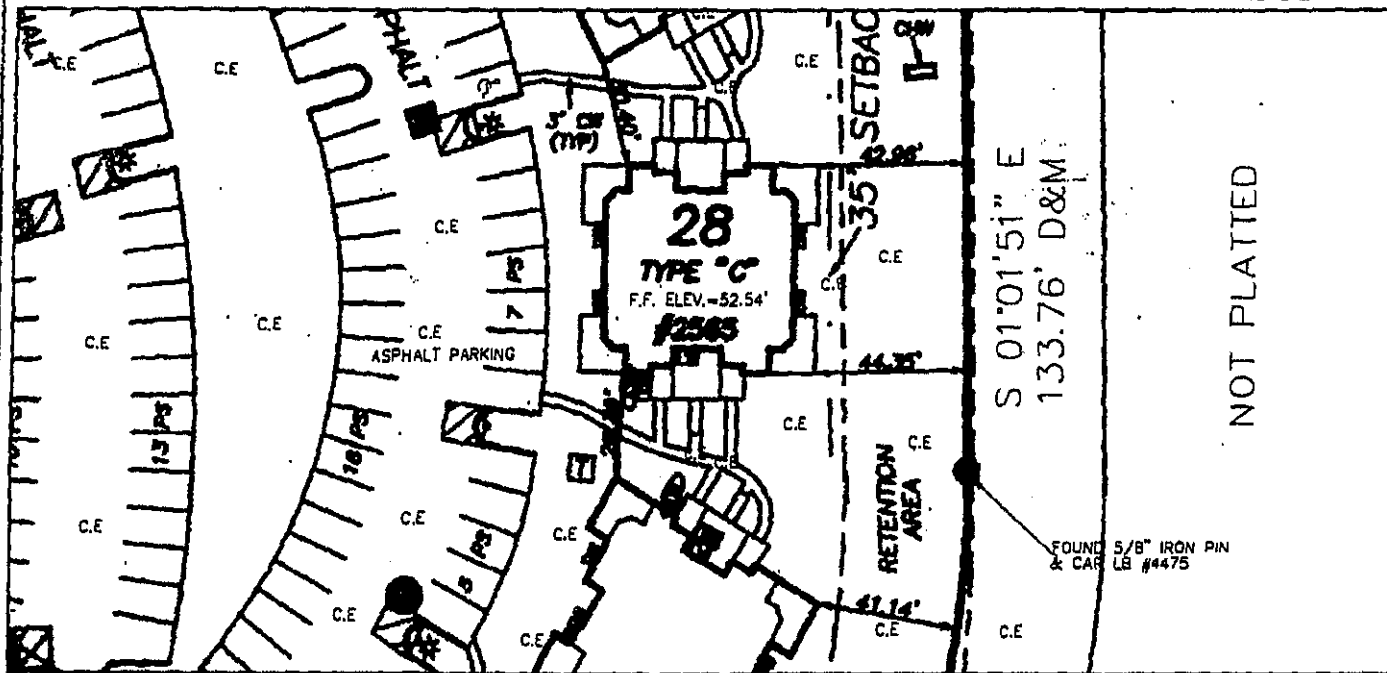
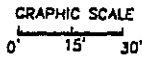
PROJECT NAME:  
**The Reserve at Lake Mary, a Condominium**  
 112 South Hickory Lane, Lake Mary, FL 32744

DATE	REVISION

18

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
 (L.C.E.) = LOCATED CORNER ELEMENT  
 (C.E.) = COMMON ELEMENT

**EXHIBIT '2'**

DATE	REVISION

**J.H. MANUCY, INC.**  
 Surveyors  
 121 South Harbor Blvd., Suite 100, Lake Mary, FL 32746  
 (407) 329-1111

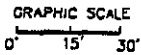
**The Reserve at Lake Mary, a Condominium**  
 121 South Harbor Blvd., Suite 100, Lake Mary, FL 32746

DATE	
BY	
SCALE	
PLATE	

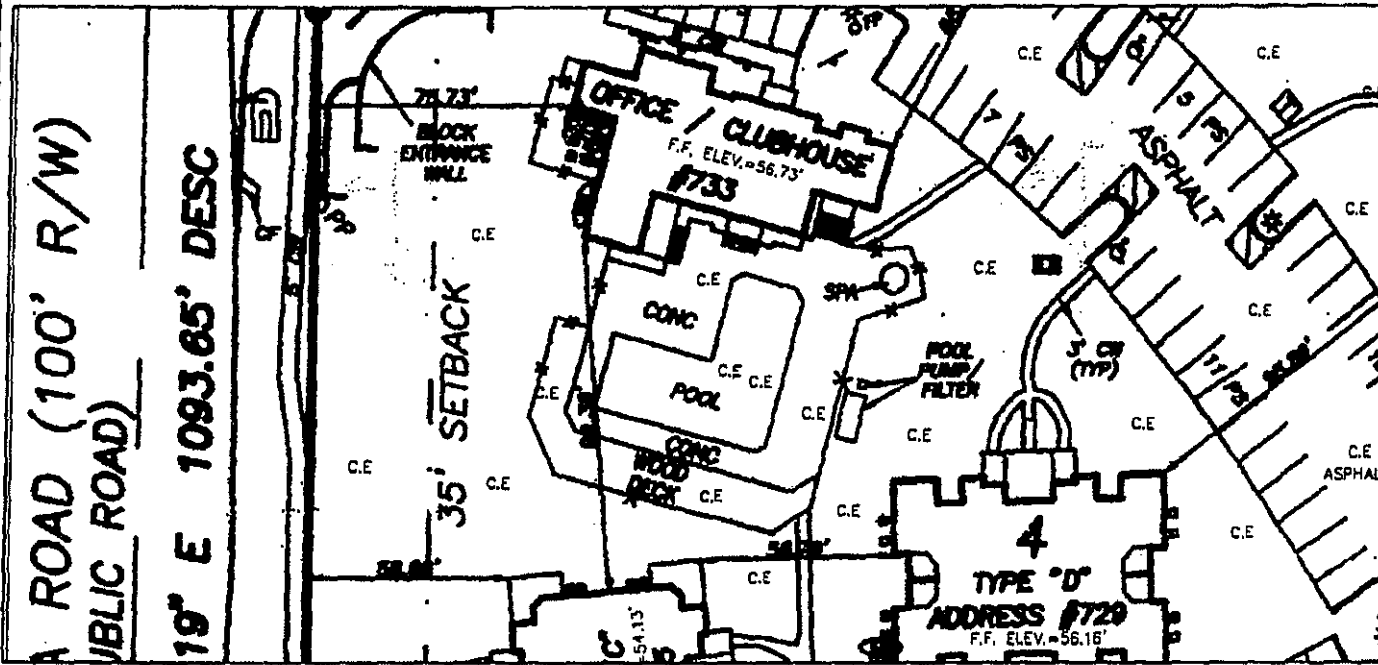
19

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



KEY MAP



**ABBREVIATIONS**  
 (L.C.E.) = DENOTES LIMITED COMMON ELEMENT  
 (C.E.) = DENOTES COMMON ELEMENT

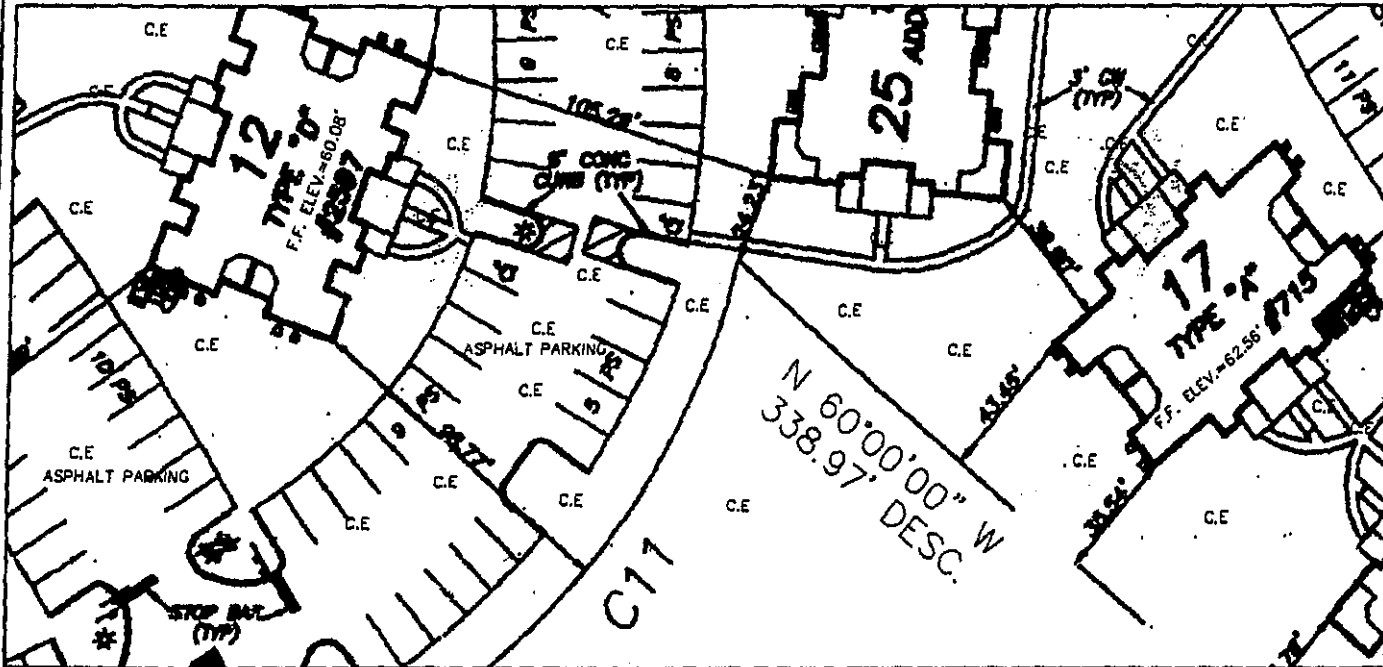
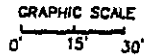
**EXHIBIT "2"**

<p><b>J.H. MANUCY, INC.</b>                  Surveying &amp; Engineering                  1100 S. Orange Blossom Trail, Suite 200                  Orange, FL 32668                  Phone: (407) 261-1111                  Fax: (407) 261-1112</p>		PROJECT NAME The Reserve at Lake Mary, a Condominium 722 Secret Harbor Lane, Lake Mary, FL 32714	SHEET NO. 20 TOTAL SHEETS 20 DATE: 11/11/03 DRAWN BY: JLM CHECKED BY: JLM FIELD BOOK: 10/10/03 SCALE: AS SHOWN
		DATE: 11/11/03 DRAWN BY: JLM CHECKED BY: JLM FIELD BOOK: 10/10/03 SCALE: AS SHOWN	20

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# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**

(L.C.E.) = DENOTES LIMITED COMMON ELEMENT  
(C.E.) = DENOTES COMMON ELEMENT

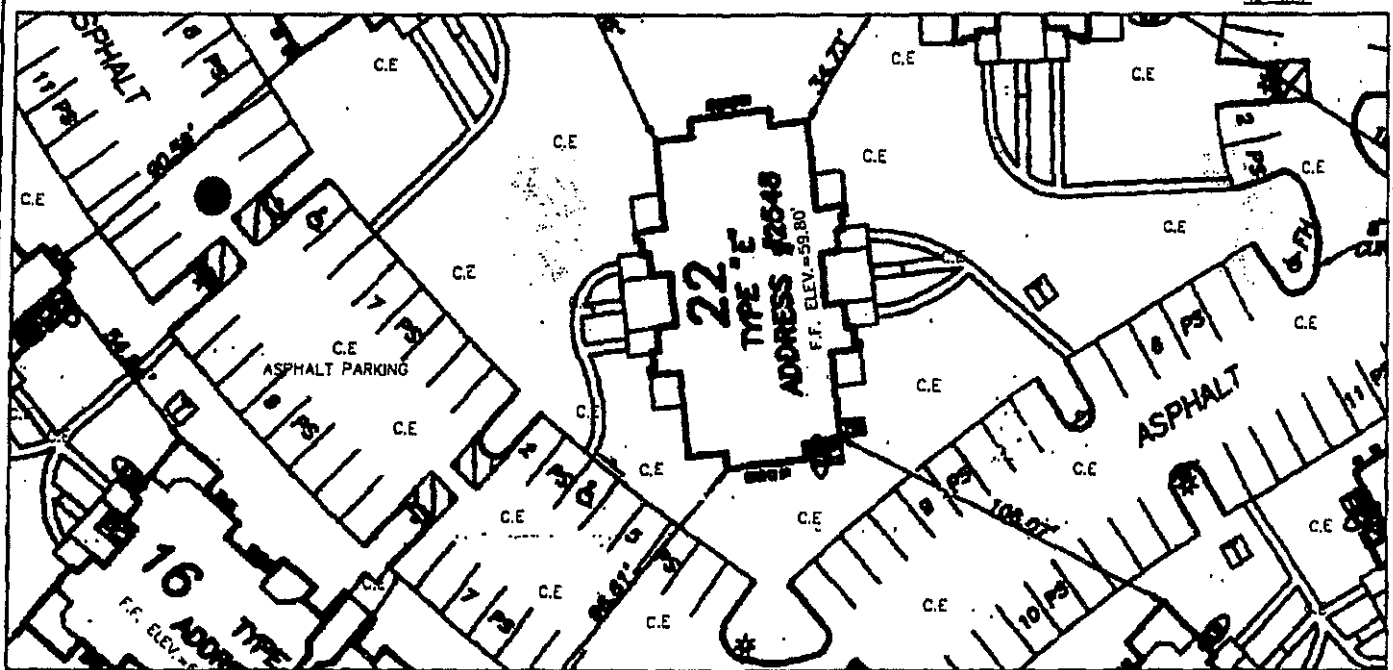
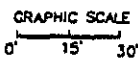
**EXHIBIT '2'**

DATE: 05/15/2003	BY: [Signature]	<p><b>O.J.H. MANUCY, INC.</b> Land Surveyors and Professional Engineers</p>		PROJECT NAME:	DATE: 05/15/2003
				<p>The Reserve at Lake Mary, a Condominium</p> <p>733 Silver Harbor Lane, Lake Mary, FL 32744</p>	<p>SCALE: as shown</p> <p>21 of 25 sheets</p>

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# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
 (L.C.E.) DENOTES LIMITED COMMON ELEMENT  
 (C.E.) DENOTES COMMON ELEMENT

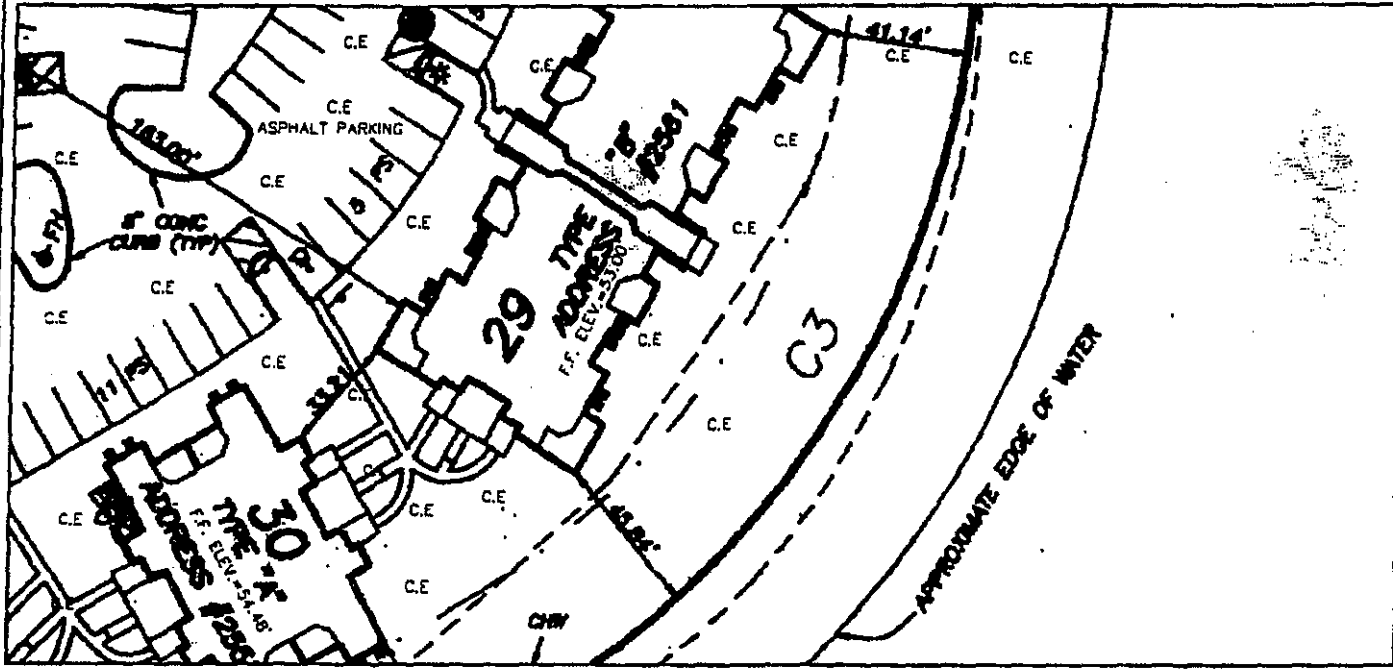
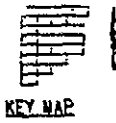
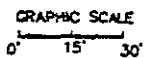
**EXHIBIT '2'**

DATE: JULY 2003			PROJECT NAME: <b>The Reserve at Lake Mary, a Condominium</b> 732 South Harbor Lane, Lake Mary, FL 32746	SHEET NO.: 22
DRAWN BY:				CHECKED BY:



# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
 (L.C.E.)- DENOTES LIMITED COMMON ELEMENT  
 (C.E.)- DENOTES COMMON ELEMENT

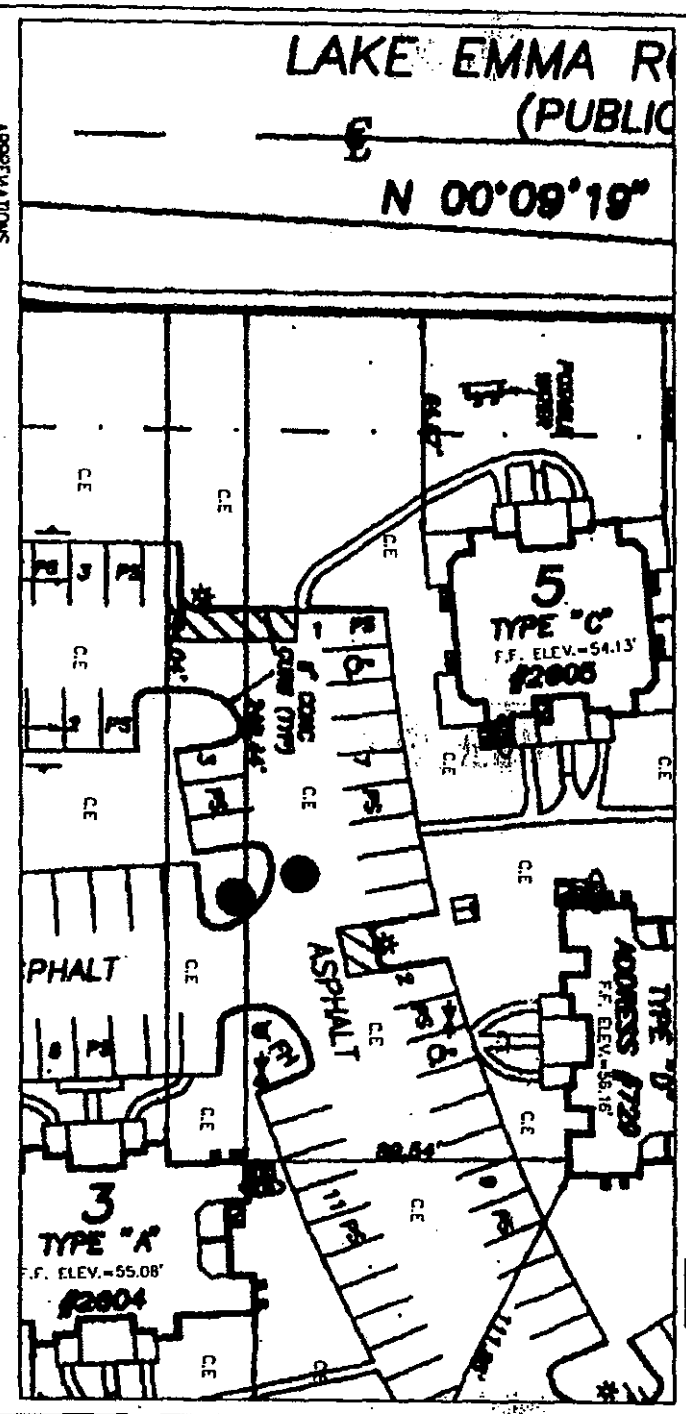
**EXHIBIT "2"**

DATE: REV 8-2011			PROJECT NAME: <b>The Reserve at Lake Mary, a Condominium</b> 733 Sunset Harbor Lane, Lake Mary, FL 32746	DATE: AUGUST 11, 2011	<b>23</b>

Book6016/Page65 CFN#2005206443

GRAPHIC SCALE  
 0 15' 30'

**The Reserve at Lake Mary, a Condominium**  
 Survey-Site Plan, Graphic Description

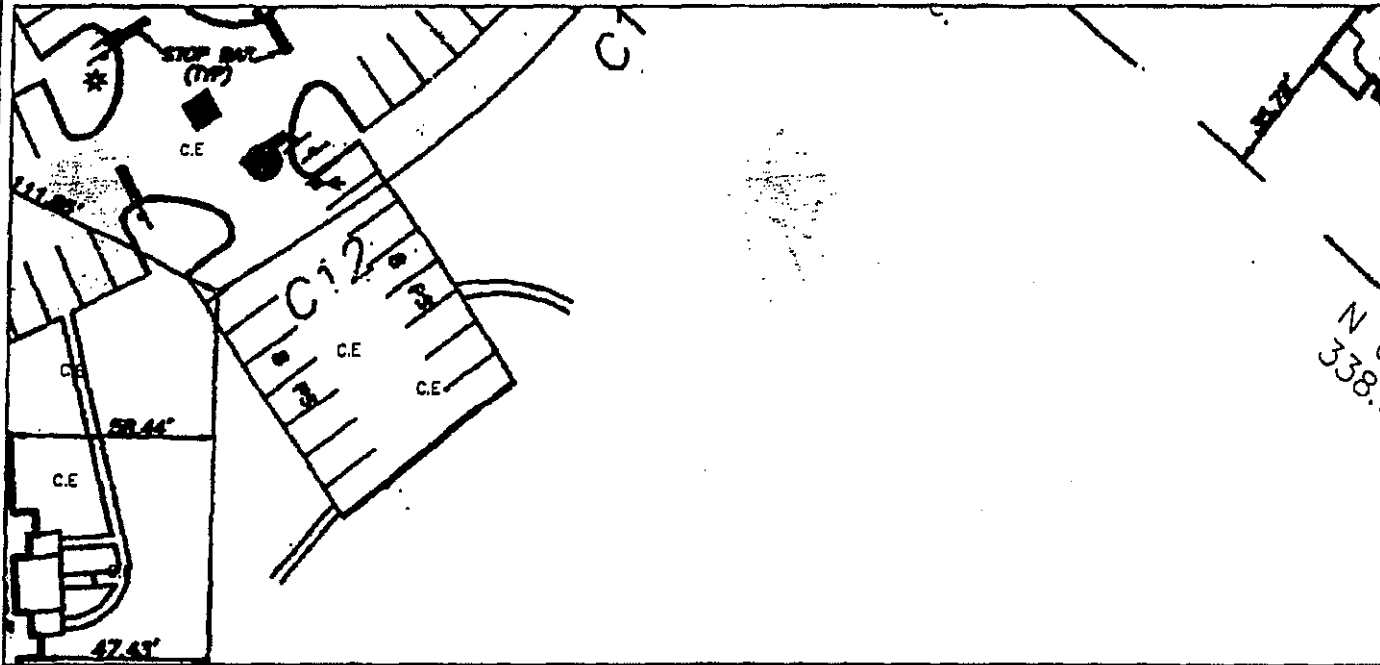
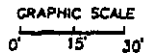


ABBREVIATIONS  
 SEE NOTES AND DRAWING  
 CITY OF LAKE MARY

<p>O.J.H. SURVEY, INC.</p>	<p>The Reserve at Lake Mary, a Condominium</p>
<p>24</p>	<p>EXHIBIT '2'</p>

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
 (C.E.) - DENOTES LIMITED COMMON ELEMENT  
 (C.E.) - DENOTES COMMON ELEMENT

**EXHIBIT "2"**

DATE	REVISED	BY

**J.H. MANUCY, INC.**



**The Reserve at Lake Mary, a Condominium**  
 711 South Harbor Lane, Lake Mary, FL 32746

DATE PLOTTED	
DATE CHECKED	
DATE REVISIONS	
SCALE	AS SHOWN
PROJECT NO.	

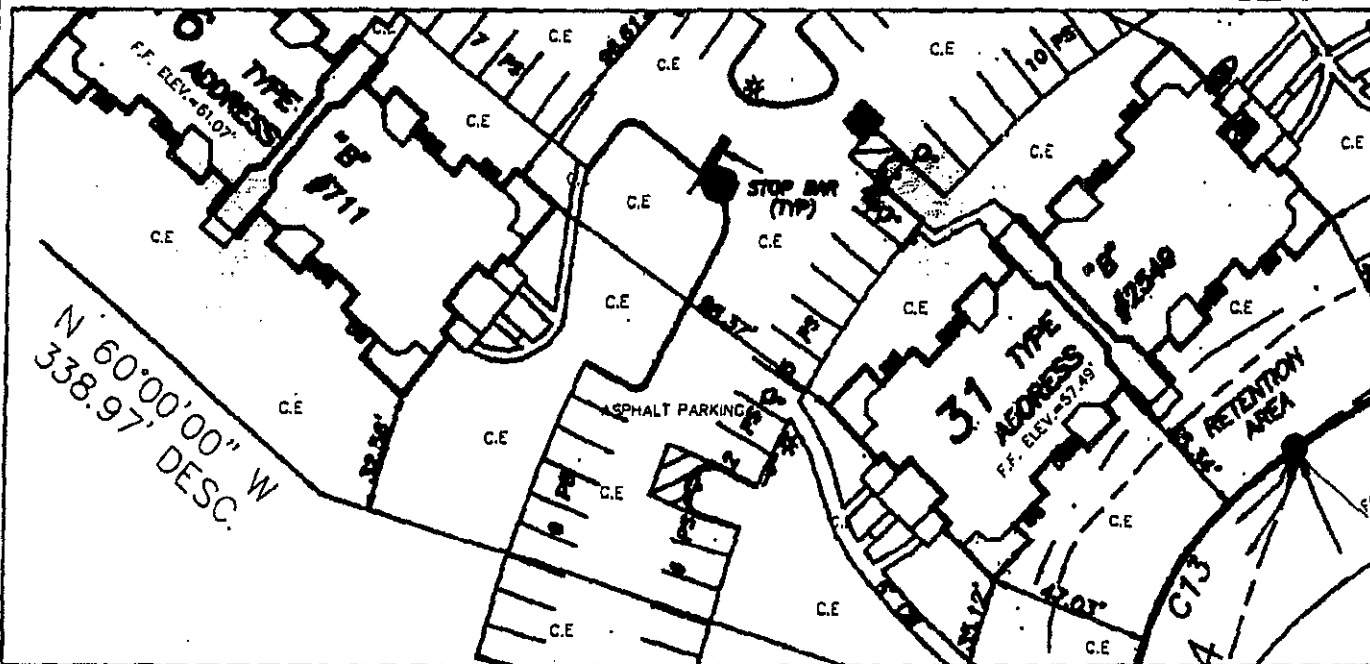
**25**

Book6016/Page67 CFN#2005206443

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description

GRAPHIC SCALE  
0' 15' 30'



**ABBREVIATIONS**  
 (C.E.) = DENOTES LIMITED COMMON ELEMENT  
 (C.E.) = DENOTES COMMON ELEMENT

**EXHIBIT '2'**

DATE	DESCRIPTION	BY

**J.H. MANUCY, INC.**  
 Surveyors  
 1000 N. Orange Blossom Trail, Suite 100, Lake Mary, FL 32746  
 Phone: (407) 329-1111



**The Reserve at Lake Mary, a Condominium**  
 710 Secret Harbor Lane, Lake Mary, FL 32716

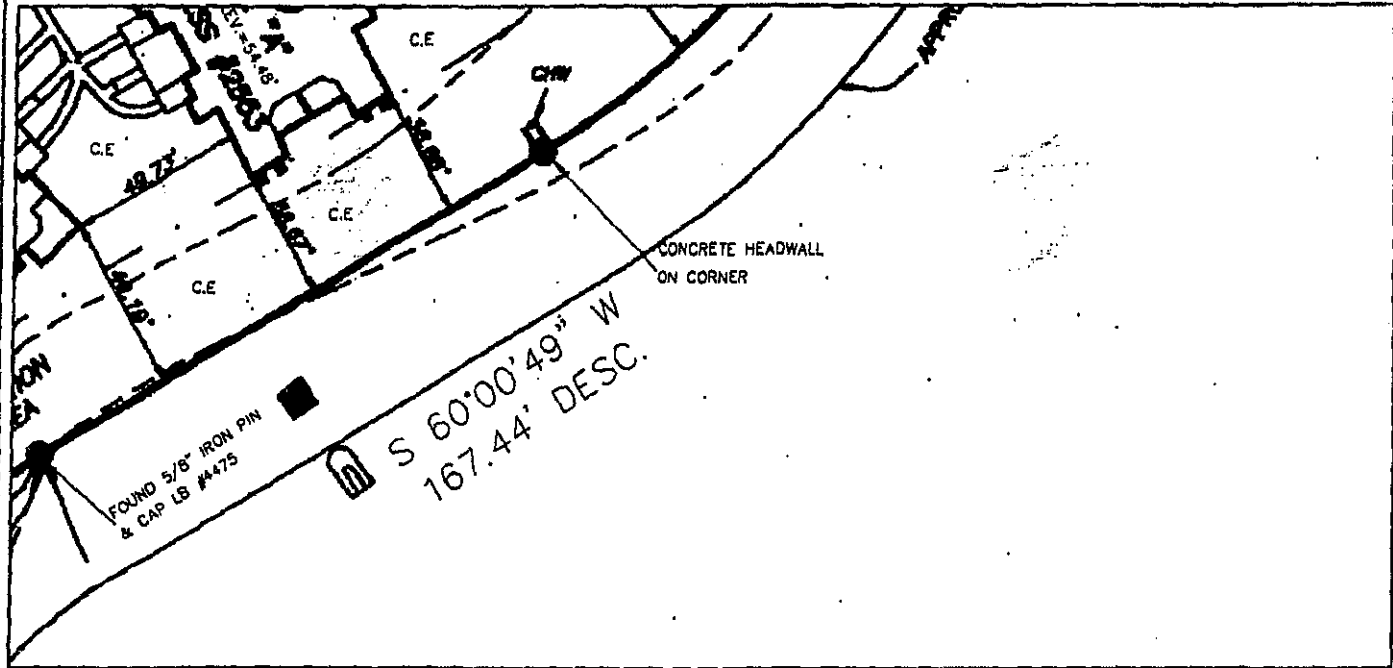
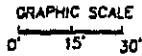
DATE	
BY	

26

Book6016/Page68 CFN#2005206443

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
 (L.C.E.) = DENOTES LIMITED COMMON ELEMENT  
 (C.E.) = DENOTES COMMON ELEMENT

**EXHIBIT "2"**

DATE	REVISIONS	BY

**O.J.H. MANUCY, INC.**  
 SURVEYORS  
 1111 S. W. 11th St., Ft. Lauderdale, FL 33304  
 (954) 546-1111



**The Reserve at Lake Mary, a Condominium**  
 733 Secret Harbor Lane, Lake Mary, FL 32746

DATE	REVISIONS	BY

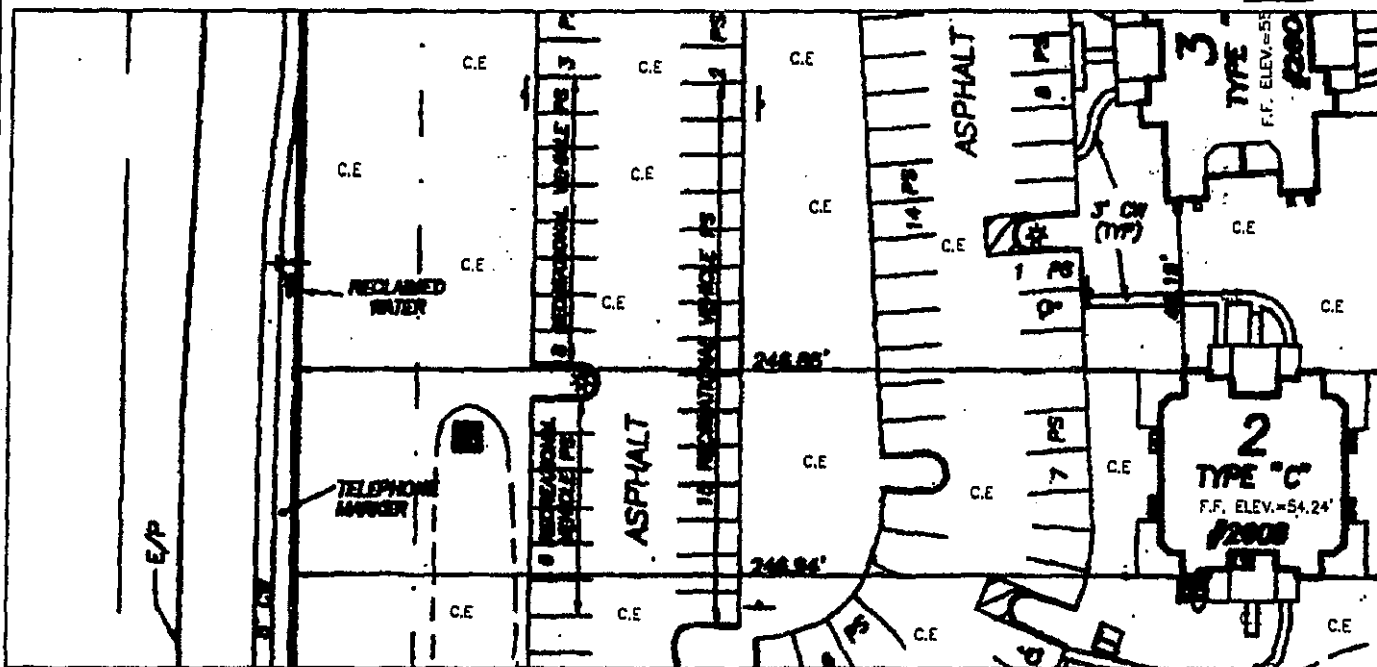
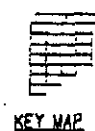
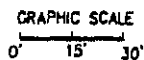
27

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Book6016/Page69 CFN#2005206443

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



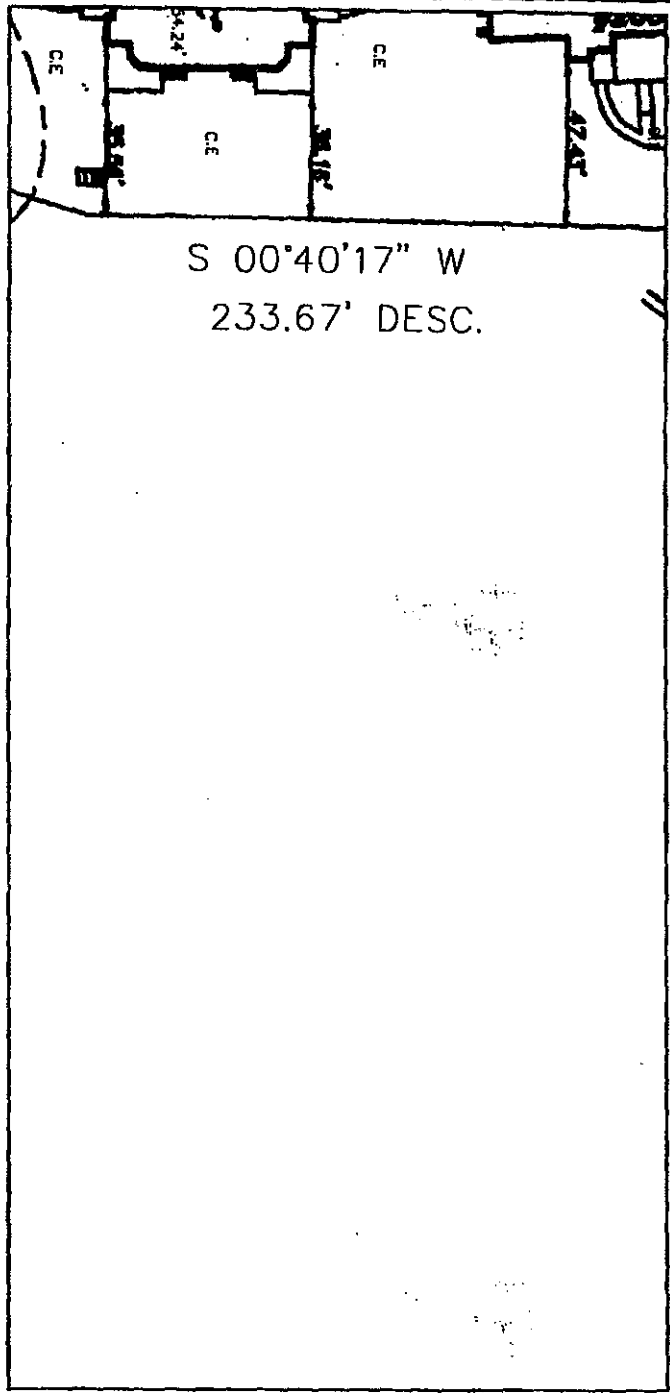
**ABBREVIATIONS**  
 (L.C.E.) = DENOTES LIMITED COMMON ELEMENT  
 (C.E.) = DENOTES COMMON ELEMENT

**EXHIBIT '2'**

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DATE	REVISED BY	BY																							
DATE	REVISION																								

GRAPHIC SCALE  
0 15 30'

**The Reserve at Lake Mary, a Condominium**  
Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
(C.E.) - COMMON ELEMENTS  
(E.C.) - EXISTING COMMON ELEMENTS

NO.	DESCRIPTION
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**J.H. MANICY, INC.**  
SURVEYORS  
1000 N. W. 10th St., Suite 100  
Fort Lauderdale, FL 33304  
Tel: (954) 571-1111  
Fax: (954) 571-1112



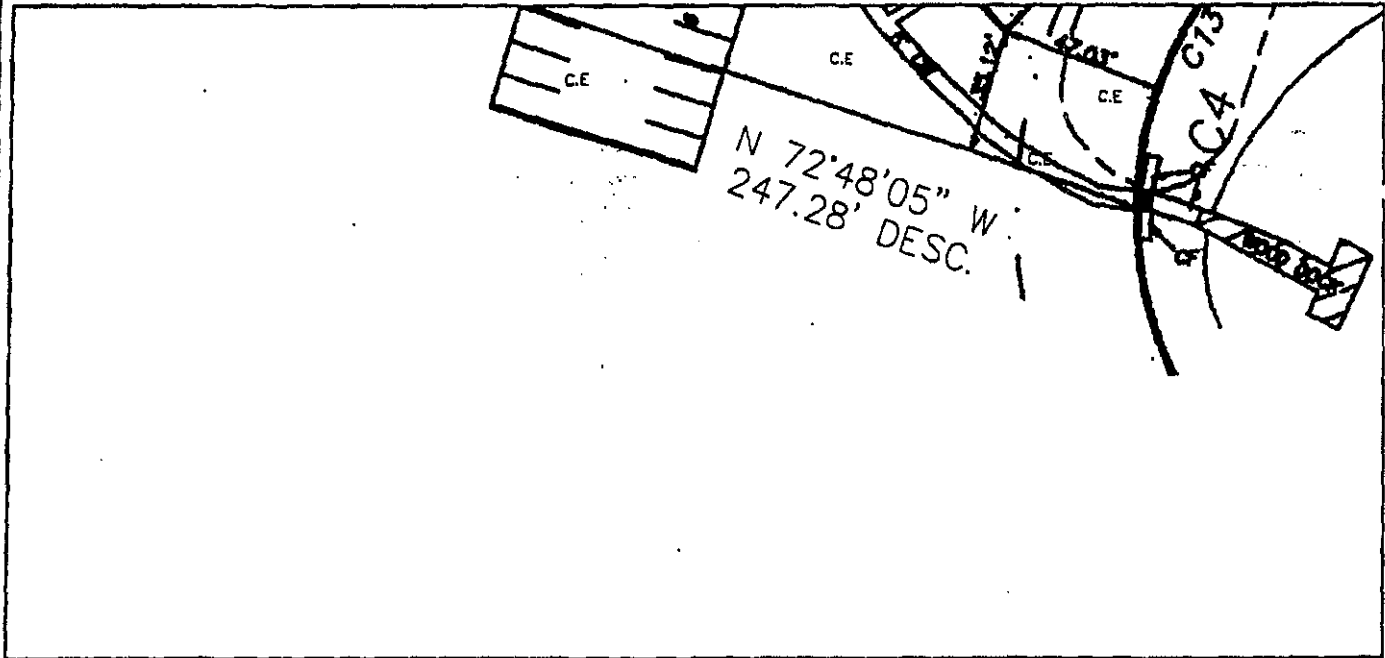
**The Reserve at Lake Mary, a Condominium**  
711 South Orange Lake, Suite 100, N. 711th  
Lake Mary, FL 32746

DATE	2005.06.14
BY	J.H. Manicy
CHECKED BY	J.H. Manicy
SCALE	AS SHOWN
PROJECT NO.	05-001
DATE PLOTTED	2005.06.14
DATE PRINTED	2005.06.14
DATE	2005.06.14
BY	J.H. Manicy
CHECKED BY	J.H. Manicy
SCALE	AS SHOWN
PROJECT NO.	05-001
DATE PLOTTED	2005.06.14
DATE PRINTED	2005.06.14

**EXHIBIT '2'**

# The Reserve at Lake Mary, a Condominium Survey-Site Plan, Graphic Description

GRAPHIC SCALE  
0' 15' 30'



**ABBREVIATIONS**  
 (L.C.E.)= DENOTES LIMITED COMMON ELEMENT  
 (C.E.)= DENOTES COMMON ELEMENT

**EXHIBIT "2"**

DATE	1997 03 04
BY	
REVISION	
NO.	



**The Reserve at Lake Mary, a Condominium**  
 711 Sunset Harbor Lane, Lake Mary, FL 32746

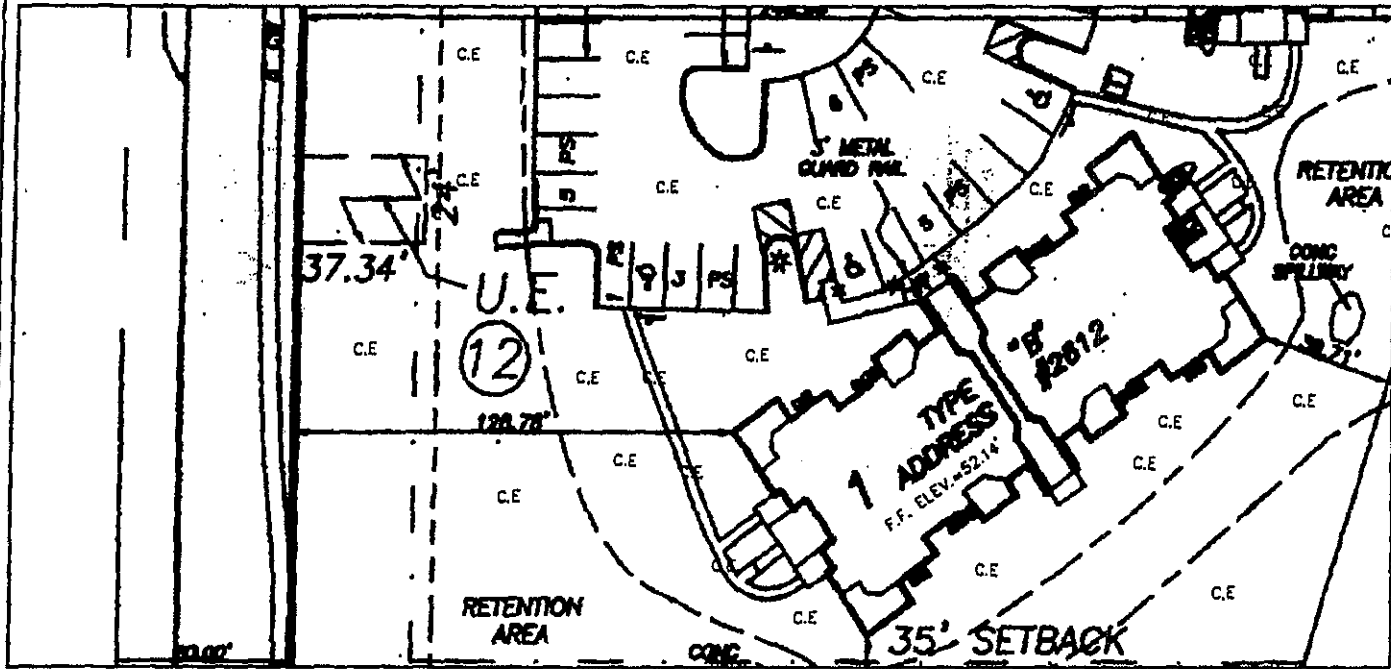
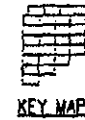
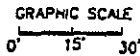
DATE	1997 03 04
BY	
REVISION	
NO.	
DATE	1997 03 04
BY	
REVISION	
NO.	

30



# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
 (L.C.E.) DENOTES LIMITED COMMON ELEMENT  
 (C.E.) DENOTES COMMON ELEMENT

**EXHIBIT '2'**

DATE	REVISIONS	BY

**J.H. MANUCY, INC.**  
 SURVEYORS  
 7311 Sycamore Lane, Lake Mary, FL 32746  
 (407) 963-1111



PROJECT NAME  
**The Reserve at Lake Mary, a Condominium**  
 7311 Sycamore Lane, Lake Mary, FL 32746

DATE: 04/15/2014	31
DRAWN: J.S.	
CHECKED: L.S.	
SCALE: AS SHOWN	

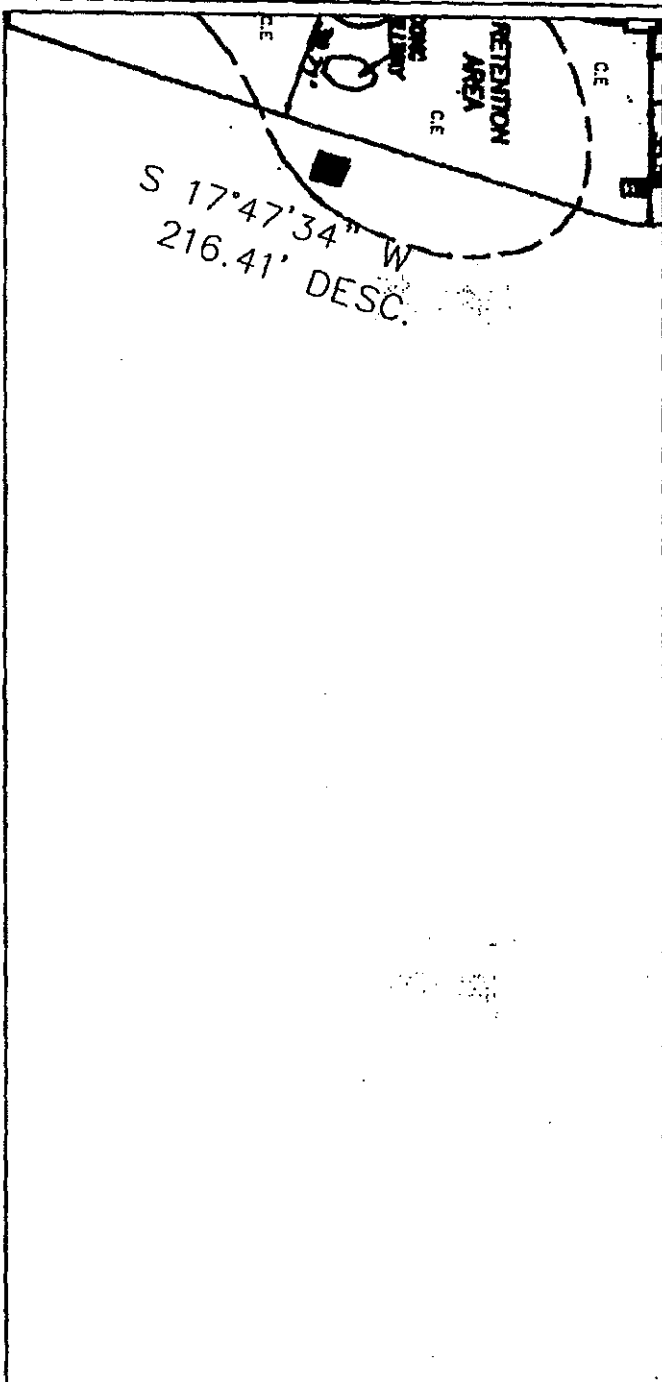
Book6016/Page73 CFN#2005206443

GRAPHIC SCALE  
0 15 30'

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description

KEY MAP

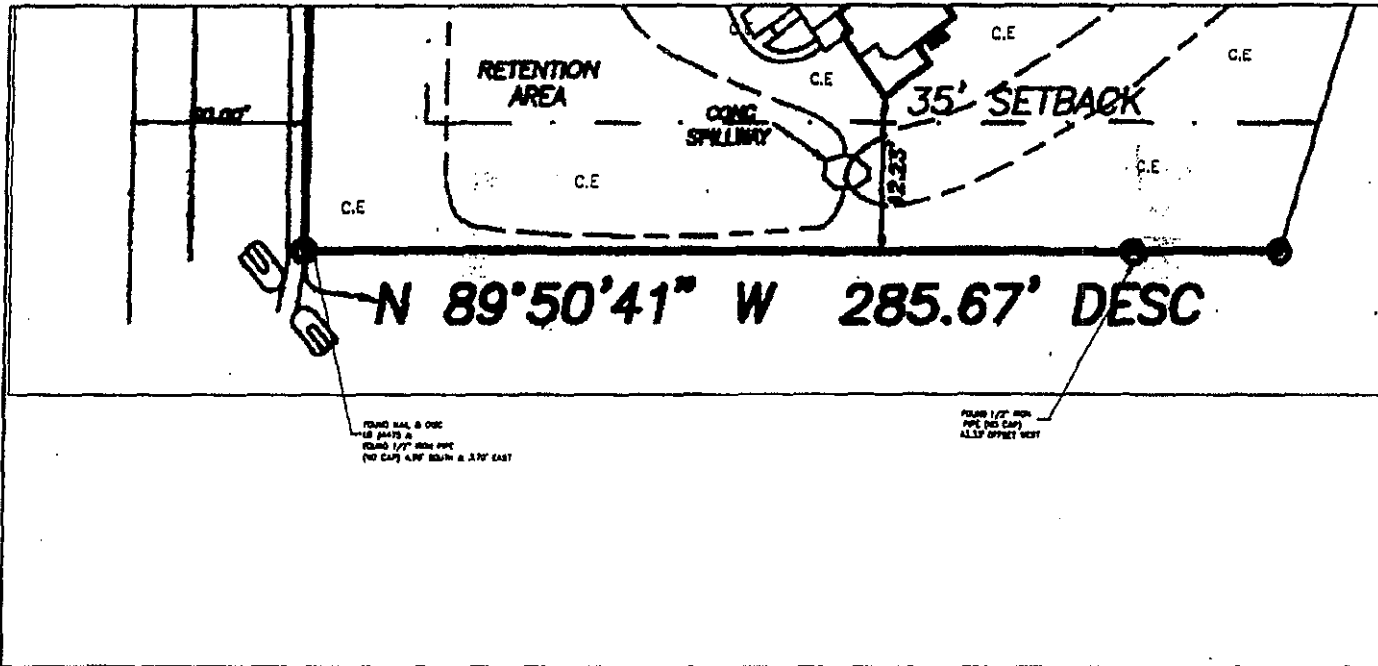
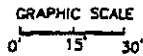


ABBREVIATIONS  
(SEE NOTES AND CHAIN ALIGN)  
(SEE SURVEY CHAIN PLAN)

DATE	NOV 21 2011
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...
PROJECT NO.	...
PROJECT NAME	The Reserve at Lake Mary, a Condominium
PROJECT ADDRESS	711 Grand Avenue, Lake Mary, FL 32746
DATE	NOV 21 2011
SCALE	AS SHOWN
NO.	32

EXHIBIT '2'

# The Reserve at Lake Mary, a Condominium Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
(L.C.E.) = DENOTES LIMITED COMMON ELEMENT  
(C.E.) = DENOTES COMMON ELEMENT

**EXHIBIT '2'**

DATE	REVISIONS	BY

**J.H. MANUCY, INC.**  
SURVEYORS  
133 S. W. 10th St., Suite 100  
Fort Lauderdale, FL 33304  
Tel: (954) 575-1111



PROJECT NAME  
**The Reserve at Lake Mary, a Condominium**  
133 S.W. 10th St., Suite 100, Fort Mary, FL 32744

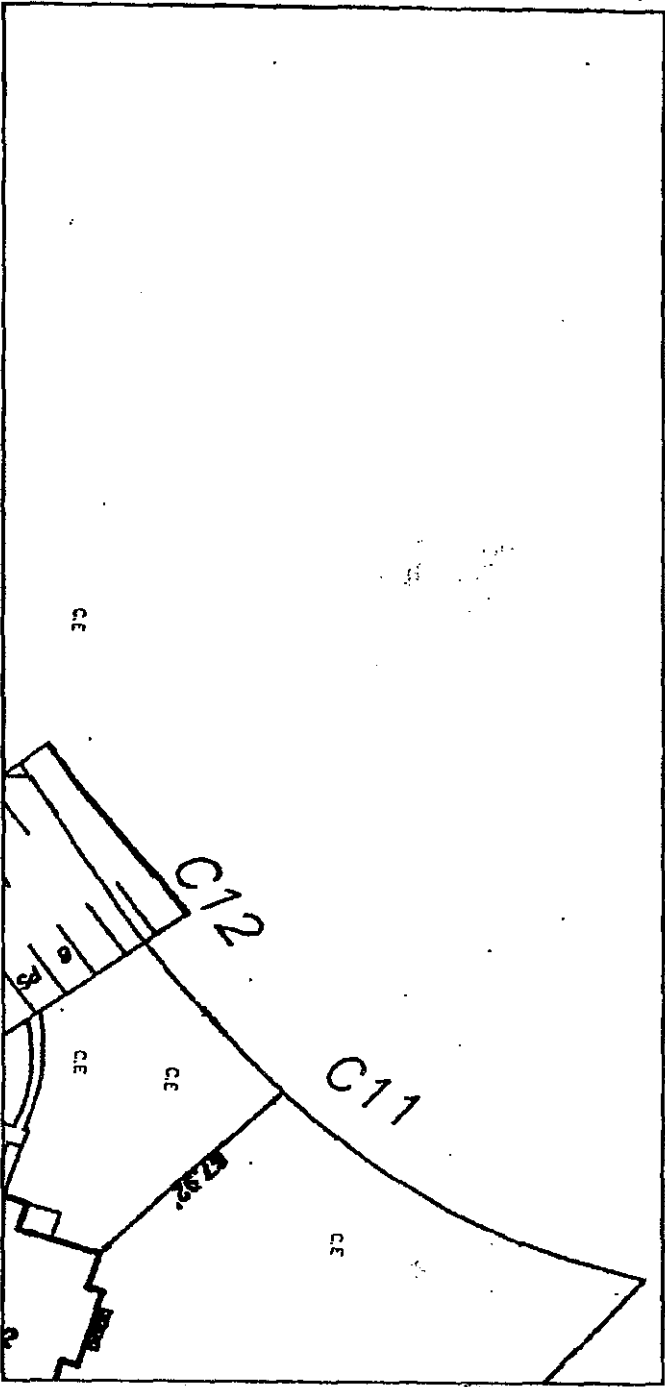
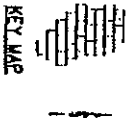
DATE	QUALITY CONTROL

33

Book6016/Page75 CFN#2005206443

GRAPHIC SCALE  
0' 15' 30'

# The Reserve at Lake Mary, a Condominium Survey-Site Plan, Graphic Description



### ABBREVIATIONS

(C/E) - CONDO'S UNIT COMMON ELEMENTS  
(C/L) - CONDO COMMON ELEMENTS

DATE	REVISIONS

**J.H. MANNING, INC.**  
SURVEYORS & ENGINEERS  
1100 N. W. 10th St., Ft. Lauderdale, FL 33304  
TEL: (305) 586-1100 FAX: (305) 586-1101  
www.jhmanning.com

**The Reserve at Lake Mary, a Condominium**  
121 South Newberry Road, Lake Mary, FL 32746

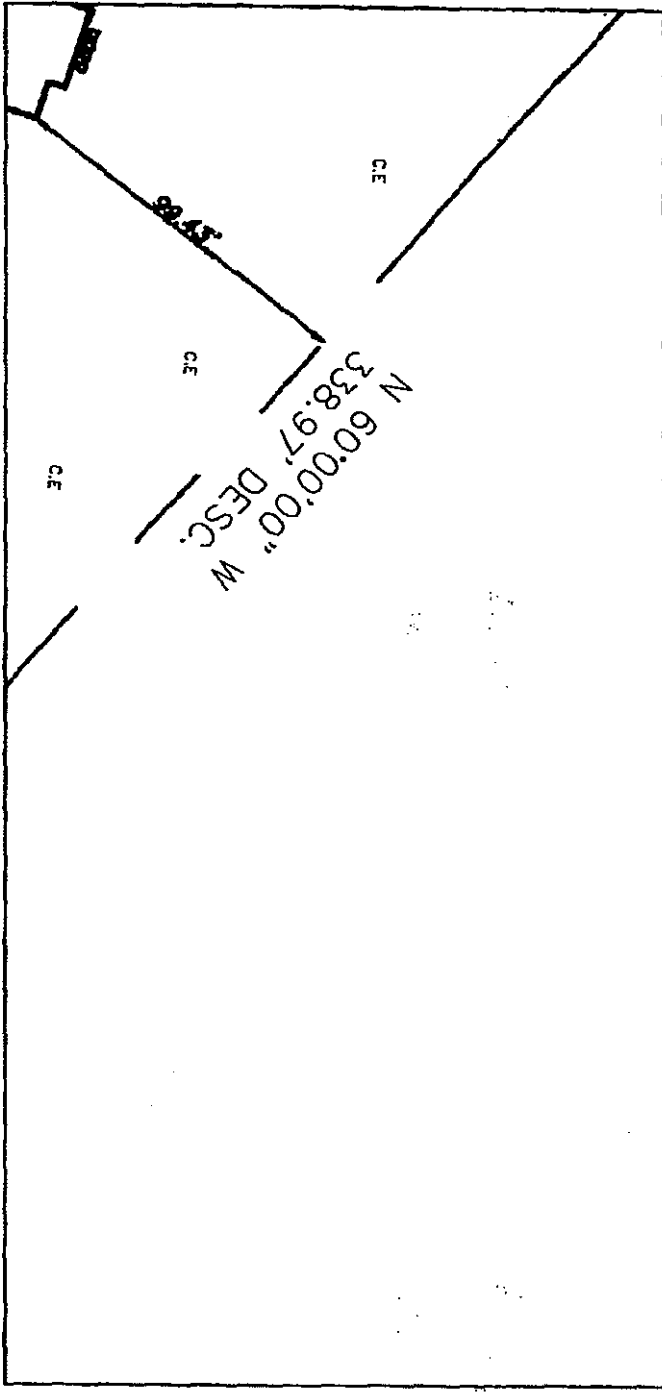
NO.	DATE	DESCRIPTION

## EXHIBIT "2"

34

GRAPHIC SCALE  
0 15' 30'

# The Reserve at Lake Mary, a Condominium Survey-Site Plan, Graphic Description



ABBREVIATIONS  
(C/E) CONDOMINIUM COMMON ELEMENTS  
(S/L) SURVEYED COMMON ELEMENTS

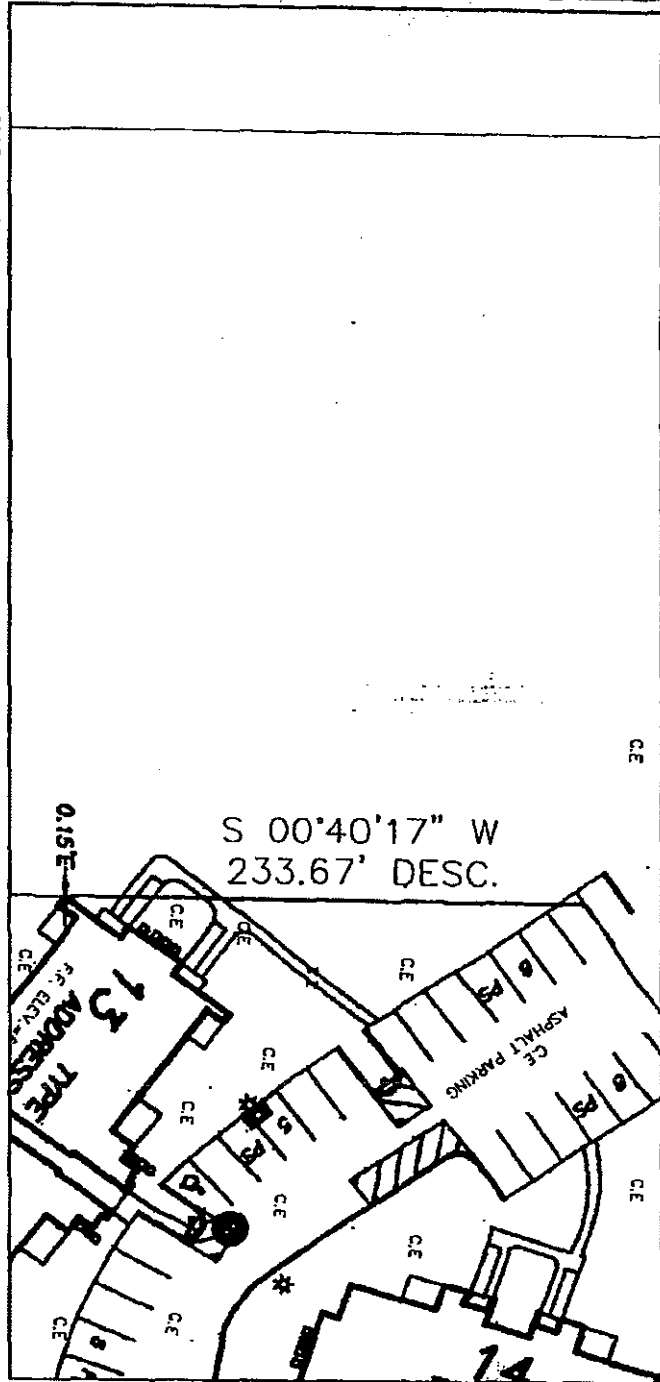
DATE	11/15/2011
BY	J.H. MANUCCI, INC.
PROJECT	The Reserve at Lake Mary, a Condominium
ADDRESS	1100 North Orange Lake Road, Lake Mary, FL 32746
SCALE	AS SHOWN
DATE	11/15/2011
BY	J.H. MANUCCI, INC.
PROJECT	The Reserve at Lake Mary, a Condominium
ADDRESS	1100 North Orange Lake Road, Lake Mary, FL 32746
SCALE	AS SHOWN
DATE	11/15/2011
BY	J.H. MANUCCI, INC.
PROJECT	The Reserve at Lake Mary, a Condominium
ADDRESS	1100 North Orange Lake Road, Lake Mary, FL 32746
SCALE	AS SHOWN

EXHIBIT "2"

35

The Reserve at Lake Mary, a Condominium  
 Survey-Site Plan, Graphic Description

GRAPHIC SCALE  
 0' 15' 30'



ABBREVIATIONS

ACE) - APARTS UNIT COMMON ELEMENT  
 (CS) - COMMONS COMMON ELEMENT

NO.	DESCRIPTION



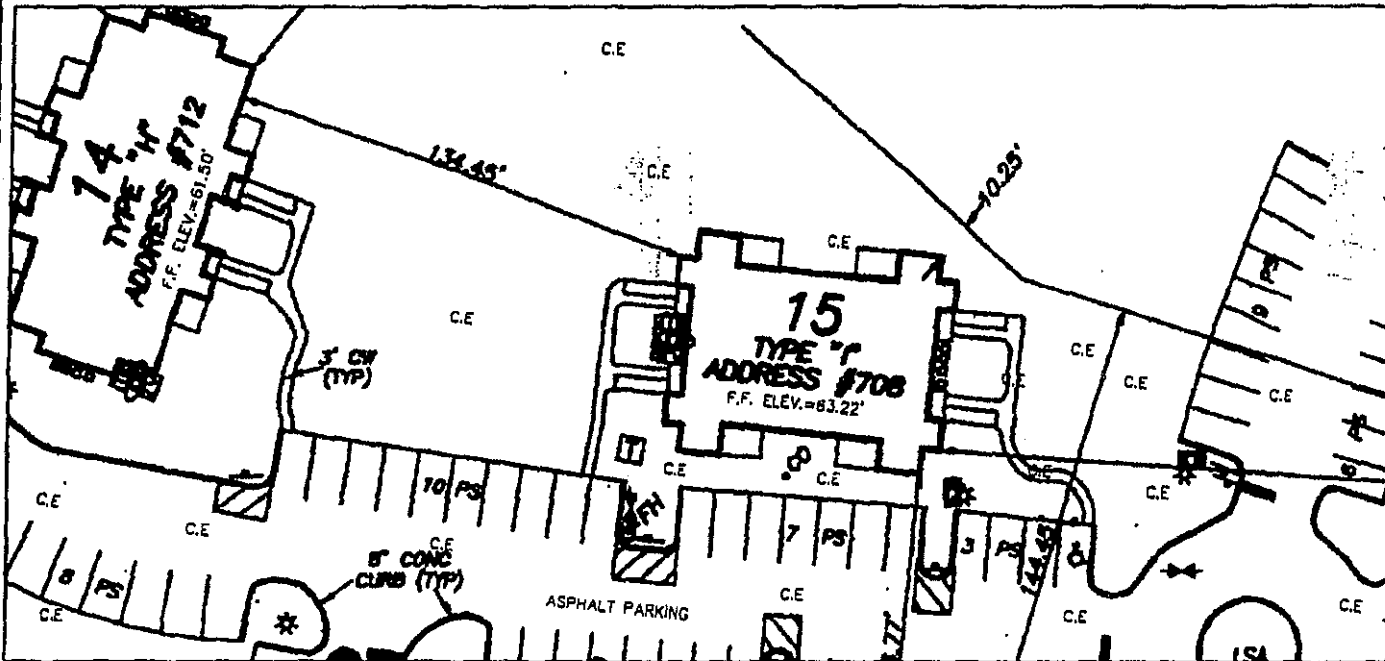
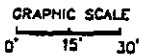
The Reserve at Lake Mary, a Condominium  
 12000 N. WINDY RIDGE DR., SUITE 100, LAKELAND, FL 33853

NO.	DESCRIPTION

EXHIBIT "2"

36

# The Reserve at Lake Mary, a Condominium Survey-Site Plan, Graphic Description



**ABBREVIATIONS**

(L.C.E.)= DENOTES LIMITED COMMON ELEMENT  
(C.E.)= DENOTES COMMON ELEMENT

**EXHIBIT '2'**

DATE	REV.	BY

**J.H. MANUCY, INC.**  
SURVEYORS  
111 SOUTH HAVEN LANE, LAKE MARY, FL 32746  
TEL: 407-329-1111



PROJECT NAME  
**The Reserve at Lake Mary, a Condominium**  
111 South Haven Lane, Lake Mary, FL 32746

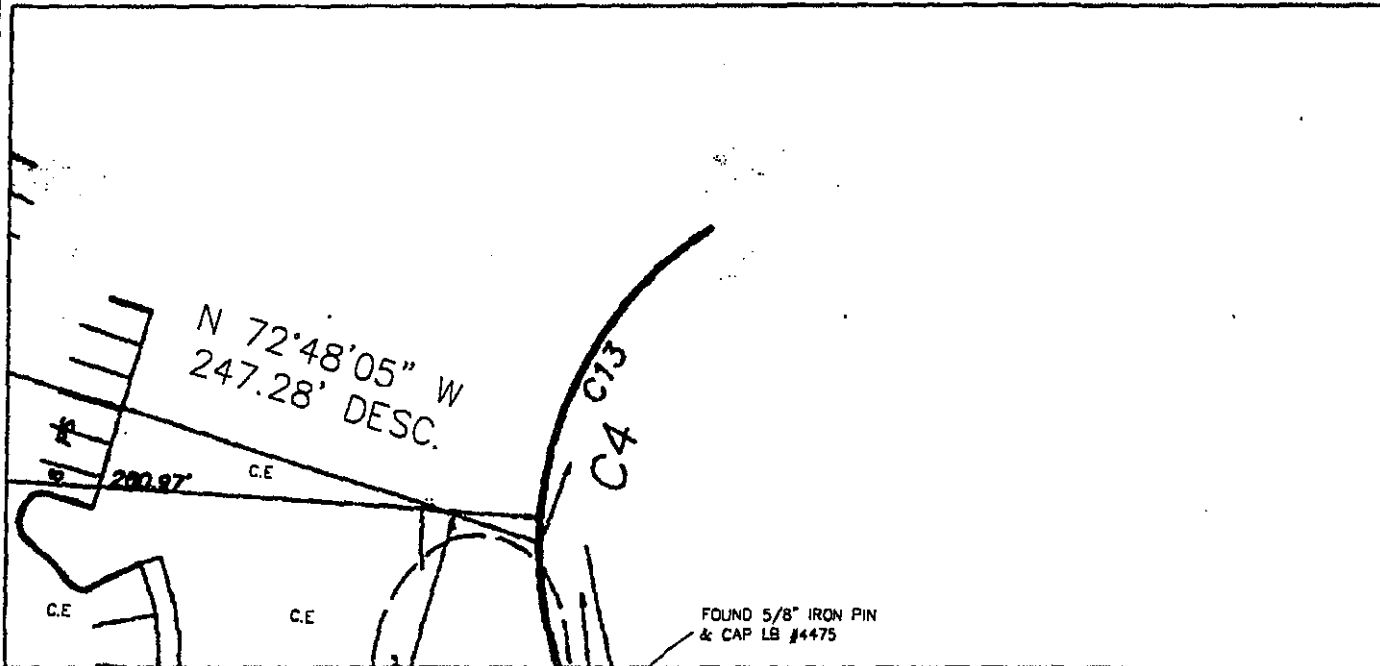
DATE	REV.	BY

37

Book6016/Page79 CFN#2005206443

# The Reserve at Lake Mary, a Condominium Survey-Site Plan, Graphic Description

GRAPHIC SCALE  
0' 15' 30'



**ABBREVIATIONS**

(L.C.E.)= DENOTES LIMITED COMMON ELEMENT  
(C.E.)= DENOTES COMMON ELEMENT

**EXHIBIT '2'**

DATE	REV.	BY	DESCRIPTION

**J.H. MANUCY, INC.**  
SURVEYING & ENGINEERING  
1111 S. W. 11th St., Ft. Lauderdale, FL 33304  
(954) 561-1111



PROJECT NAME

**The Reserve at Lake Mary, a Condominium**

7311 Secret Harbor Lane, Lake Mary, FL 32746

DATE	
DRAWN BY	
CHECKED BY	
SCALE	AS SHOWN
TOTAL SHEETS	
SHEET NO.	

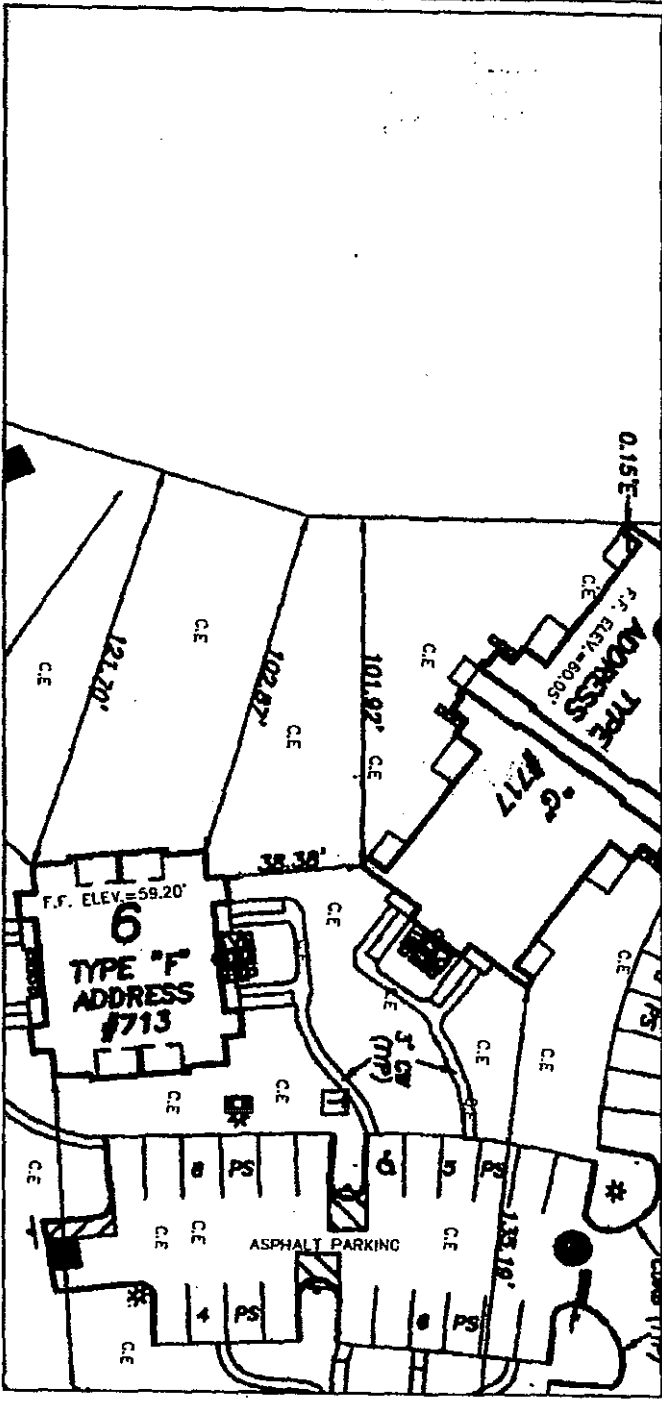
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GRAPHIC SCALE  
0 15' 30'

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



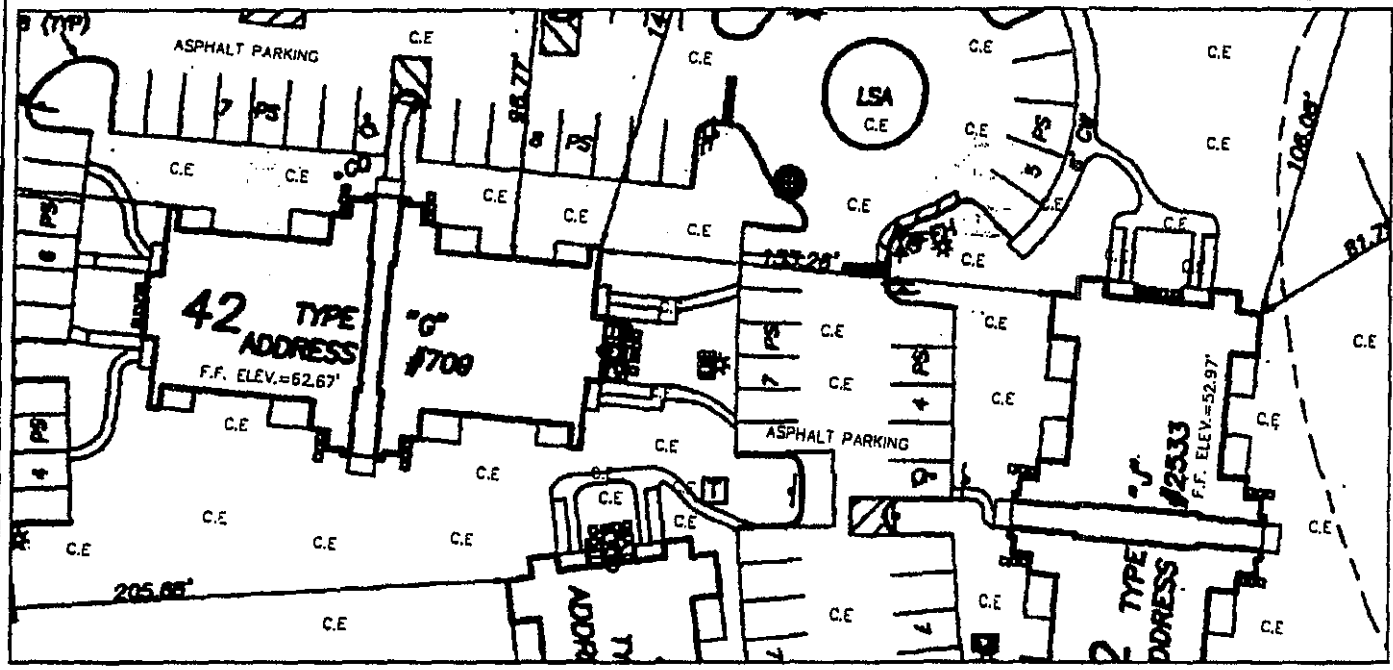
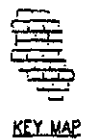
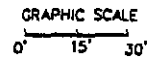
### ABBREVIATIONS

(ALL) DIMENSIONS SHOWN UNLESS OTHERWISE NOTED  
(ALL) DIMENSIONS SHOWN UNLESS OTHERWISE NOTED

DATE	NOV 11 2003
DRAWN BY	...
CHECKED BY	...
PROJECT NO.	...
<b>P.H. MANUCK, INC.</b> SURVEYORS & ENGINEERS 1111 S. ...	
<b>The Reserve at Lake Mary, a Condominium</b> 711 ...	
<b>EXHIBIT "2"</b>	
<b>39</b>	

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
 (L.C.E.) - LOT'S LIMITED COMMON ELEMENT  
 (C.E.) - CONDO'S COMMON ELEMENT

**EXHIBIT "2"**

DATE	REV.	BY	APP.

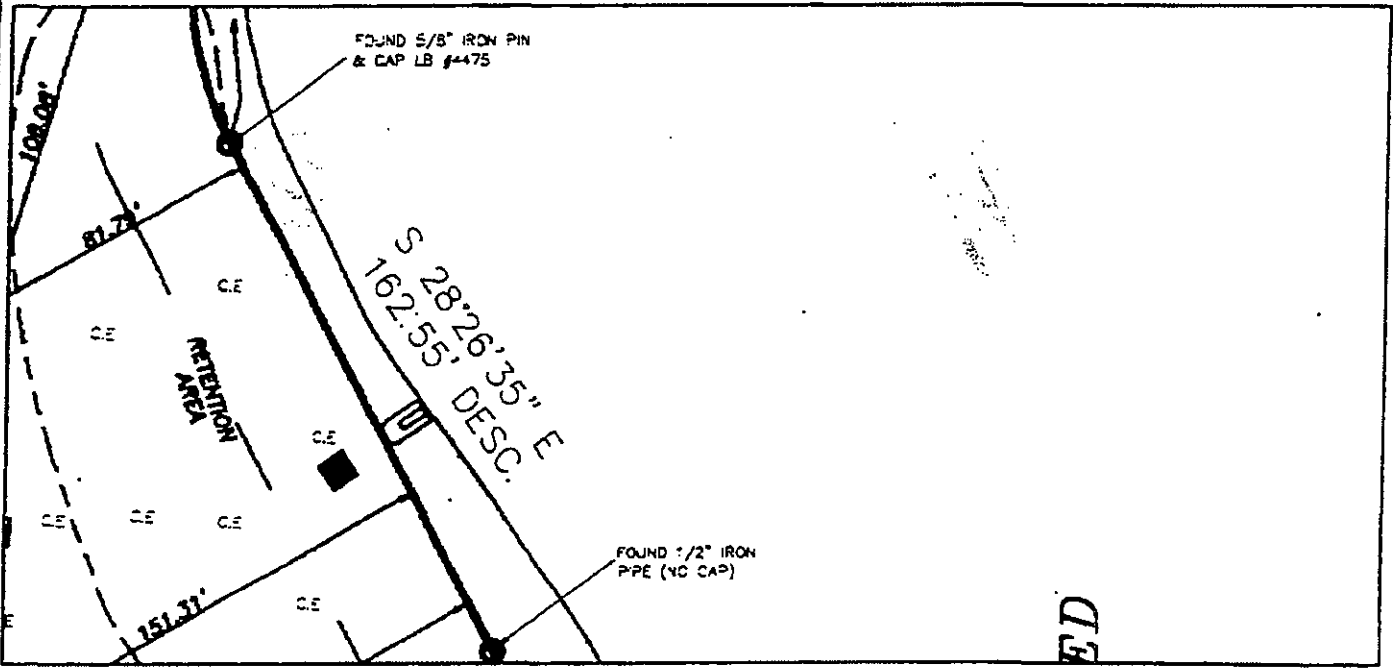
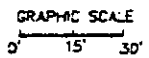


The Reserve at Lake Mary, a Condominium  
 1111 Secret Harbor Drive, Lake Mary, FL 32746

DATE	REV.	BY	APP.

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
 [Symbol] - CENTER LINE COMMON EASEMENT  
 [Symbol] - INTERIOR COMMON EASEMENT

**EXHIBIT "2"**

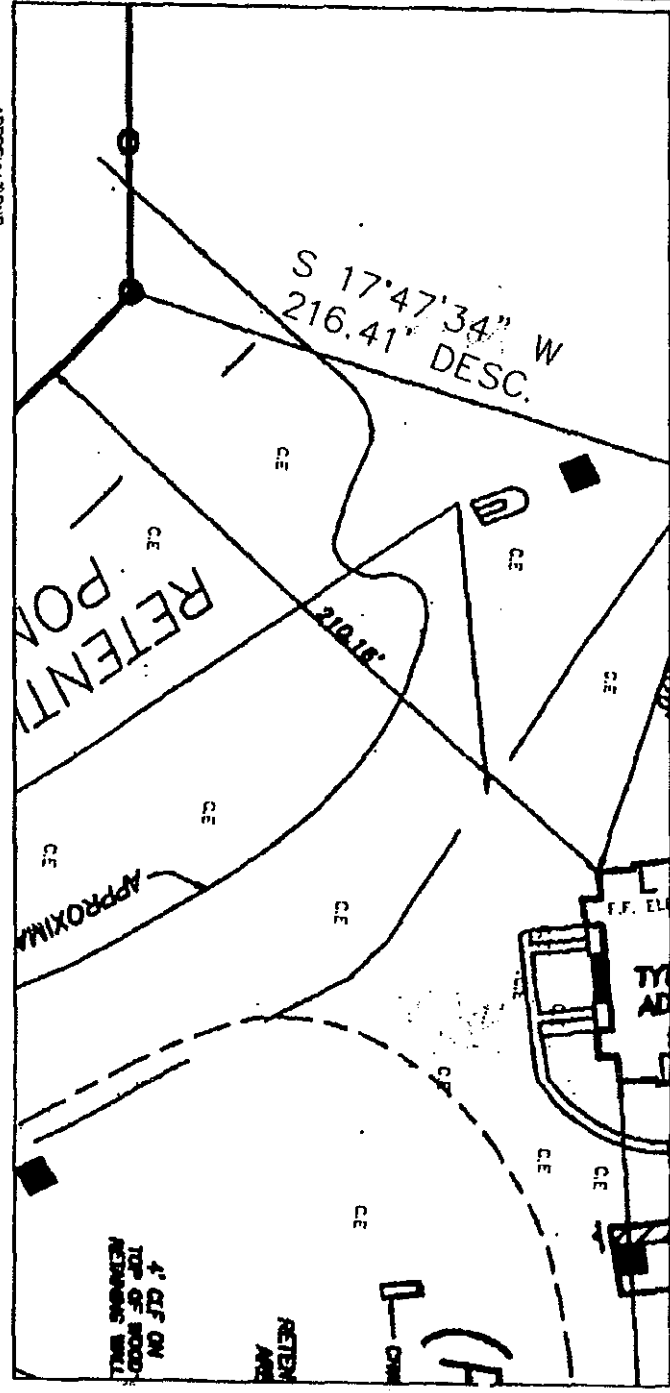
<p>BY RES. STATE</p>	<p><b>J.H. MANUCY, INC.</b></p>		<p><b>The Reserve at Lake Mary, a Condominium</b>                  733 Sunset Center Drive, Lake Mary, FL 32746</p>	<p>DATE: 04/27/11                  SHEET: 1 OF 1                  DRAWN BY: JHM                  CHECKED BY: JHM                  FIELD BOOK REFERENCE: [Blank]                  SCALE: AS SHOWN</p>	<p><b>41</b></p>
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Book6016/Page83 CFN#2005206443

GRAPHIC SCALE  
0 15 30'

# The Reserve at Lake Mary, a Condominium

Survey-Site Plan, Graphic Description



ABBREVIATIONS  
HELP: REFER TO THE CDD'S  
HELP: REFER TO THE CDD'S


J.H. HANCOCK, INC.  
REGISTERED PROFESSIONAL SURVEYOR  
No. 11572



The Reserve at Lake Mary, a Condominium  
7311 Sunset Drive, Lake Mary, FL 32746


42

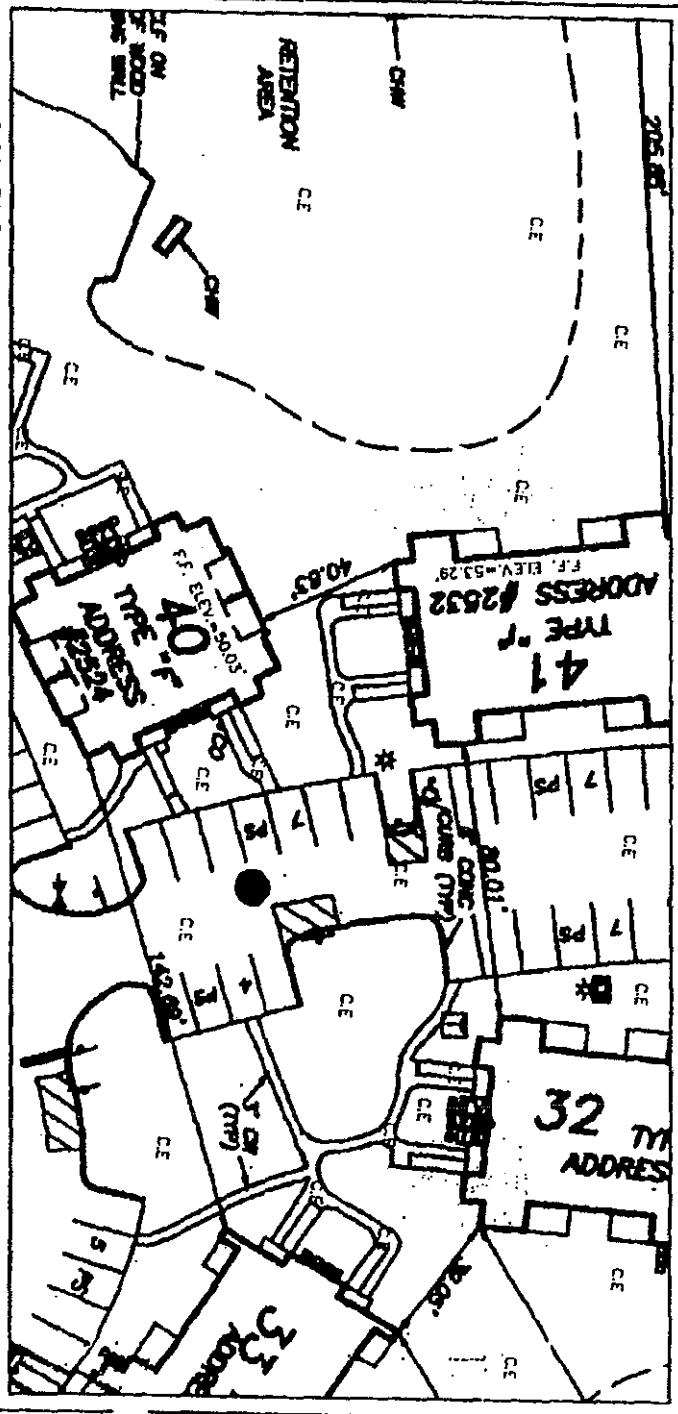
EXHIBIT '2'

GRAPHIC SCALE  
0 15 30

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description

KEY MAP



ASSUMPTIONS  
ALL DIMENSIONS ARE TO CENTER LINE  
FIELD SURVEY CONTROL POINT

**J.H. MANRY, INC.**  
12115 W. WINDYBROOK DR., SUITE 200, WINDYBROOK, IL 60087  
TEL: 708.348.1100 FAX: 708.348.1101

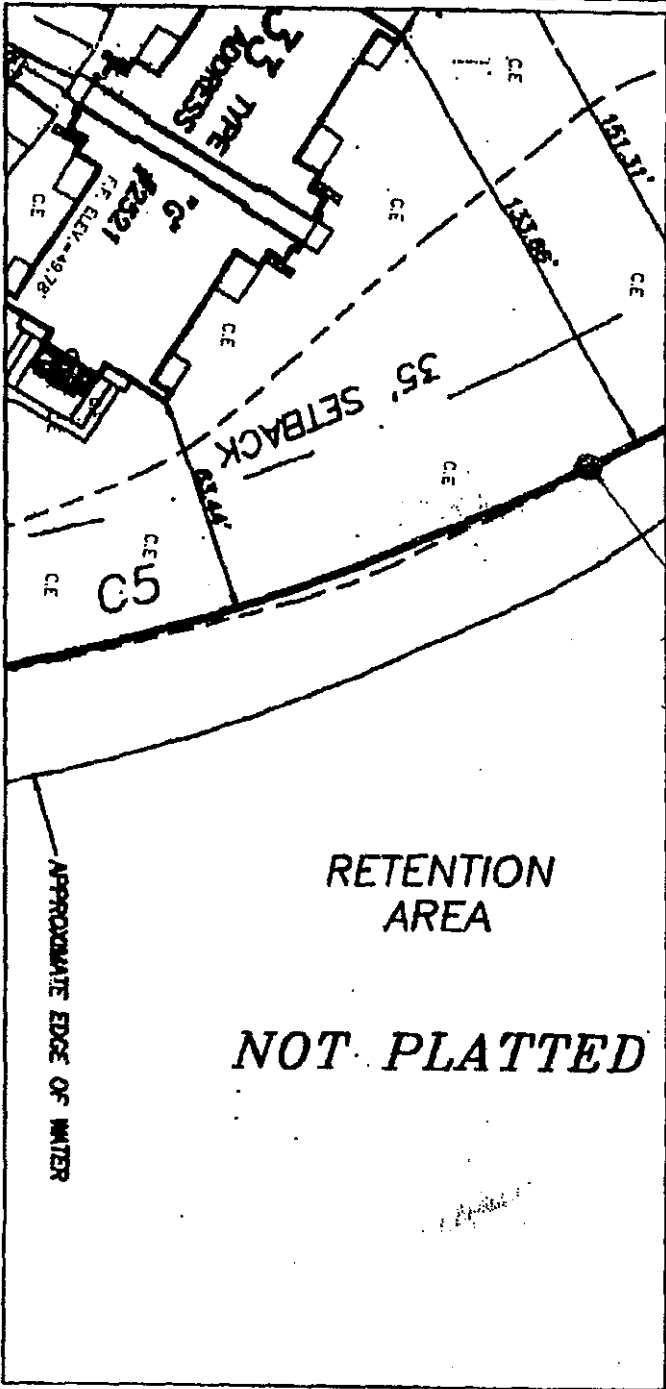
The Reserve at Lake Mary, a Condominium  
75 WINDYBROOK DR., SUITE 200, WINDYBROOK, IL 60087  
TEL: 708.348.1100 FAX: 708.348.1101

43

GRAPHIC SCALE  
0 15' 30'

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



AGGREGATIONS  
ALL 300'S AND 200'S SLAB  
CE 1/2" RADIUS CORNER MARK

EXHIBIT '2'

NO.	DESCRIPTION	DATE



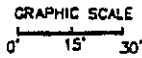
The Reserve at Lake Mary, a Condominium  
100 Lake Mary Blvd., Lake Mary, FL 32746

NO.	DESCRIPTION	DATE

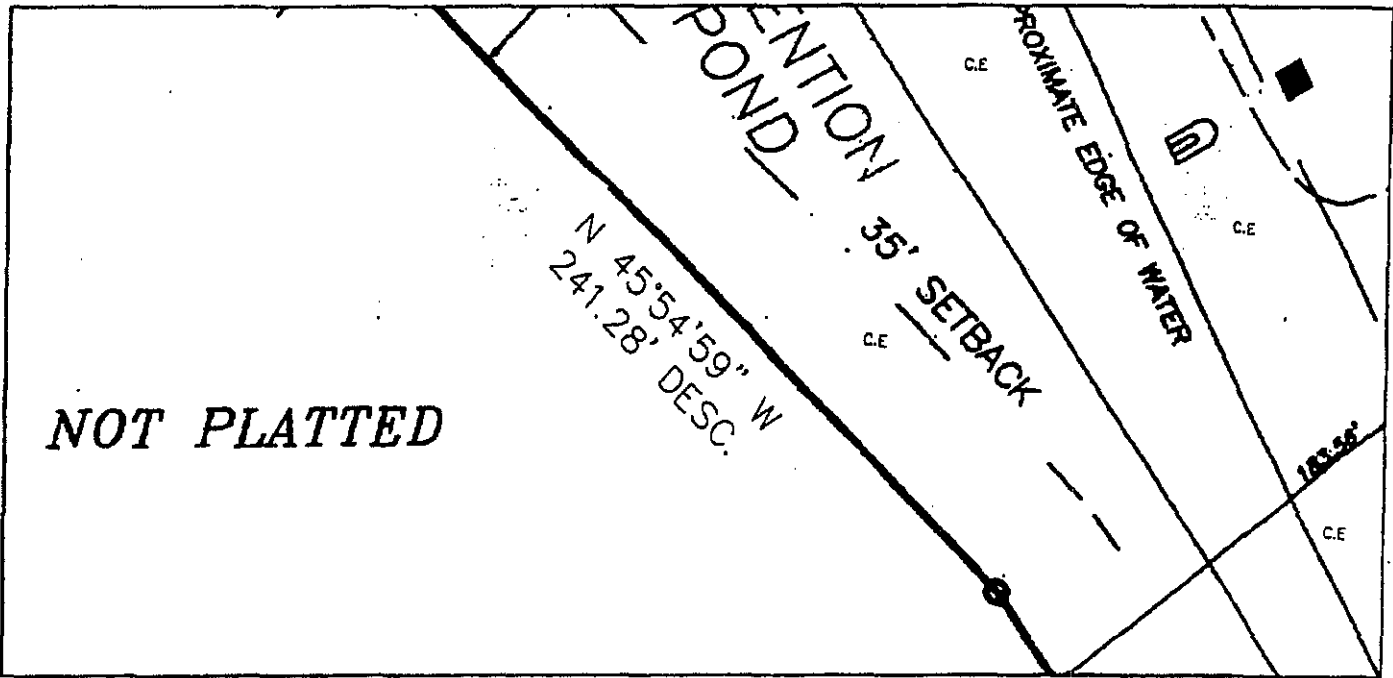
44

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



KEY MAP



**NOT PLATTED**

**ABBREVIATIONS**

(C.E.) - DENOTES COMMON ELEMENT  
 (C.E.) - DENOTES COMMON ELEMENT

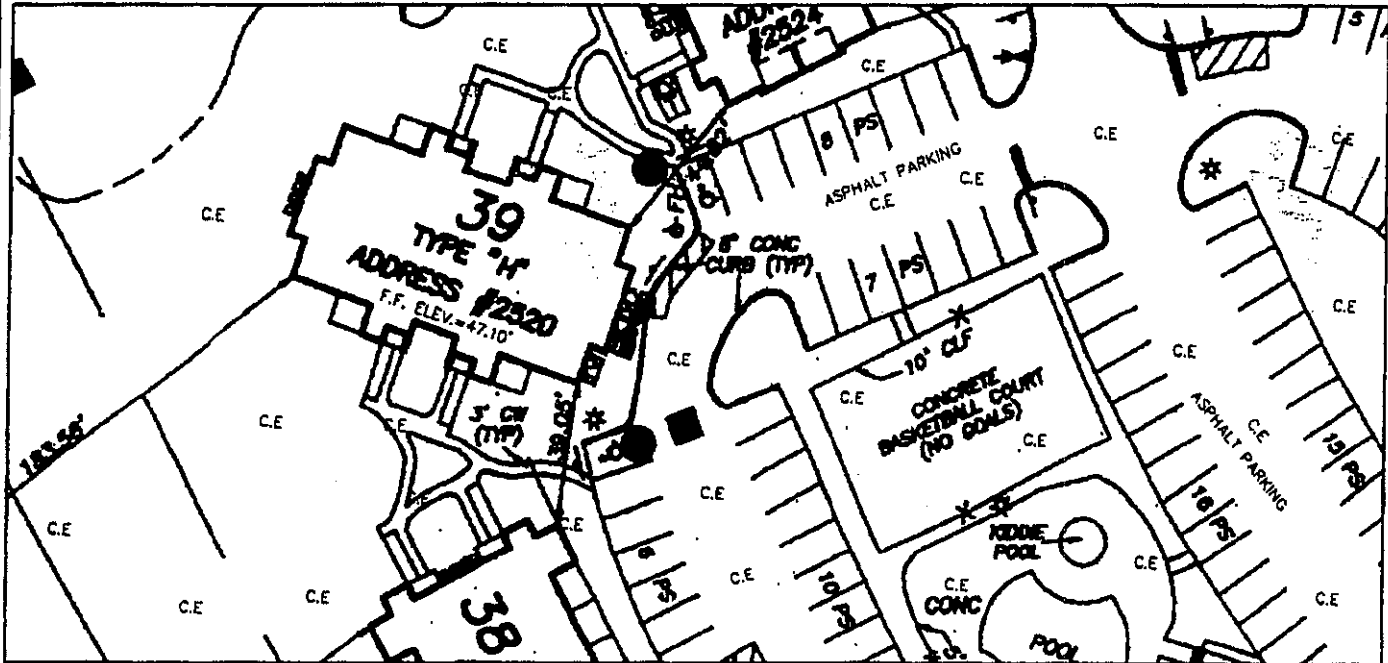
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NO.	REVISIONS																								
DATE																									
BY																									
FOR																									
SCALE																									
PROJECT NO.																									
DATE OF ISSUE																									

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description

GRAPHIC SCALE  
0' 15' 30'



**ABBREVIATIONS**  
(C.E.) = COMMON ELEMENT  
(C) = COMMON ELEMENT

**EXHIBIT '2'**

NO.	REVISIONS

**J.H. MANLEY, INC.**  
SURVEYORS  
211 South Central Ave., Lake Mary, FL 32746  
PH: 407-329-1111



PROJECT: **The Reserve at Lake Mary, a Condominium**  
211 South Central Ave., Lake Mary, FL 32746

DATE: 11/11/03	46
DRAWN BY: JLM	
CHECKED BY: JLM	
SCALE: AS SHOWN	

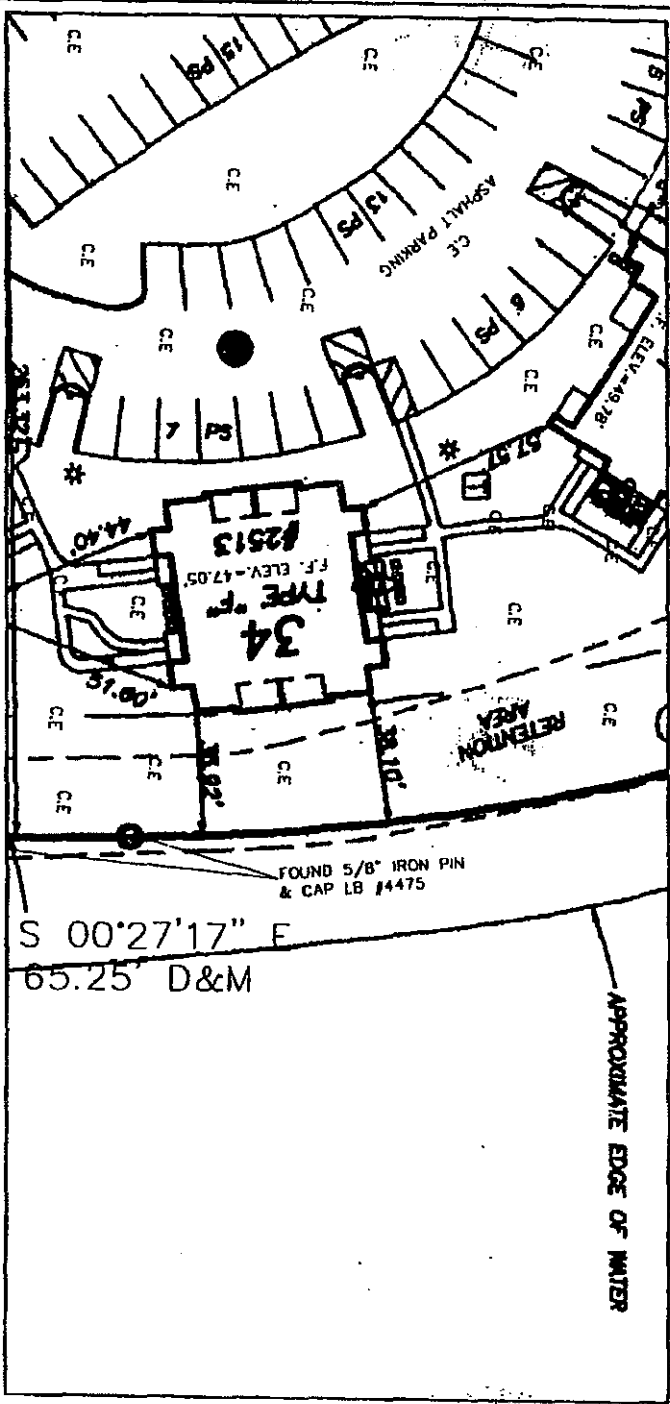
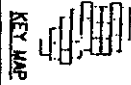
Book6016/Pages88 CFN#2005206443



# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description

GRAPHIC SCALE  
 0 15 30'



ASSURANCES  
 (L&P) - DOES NOT INSURE AGAINST  
 (L&P) - DOES NOT INSURE AGAINST

DATE	BY	SCALE

**O.J.H. MANUFACTURING, INC.**

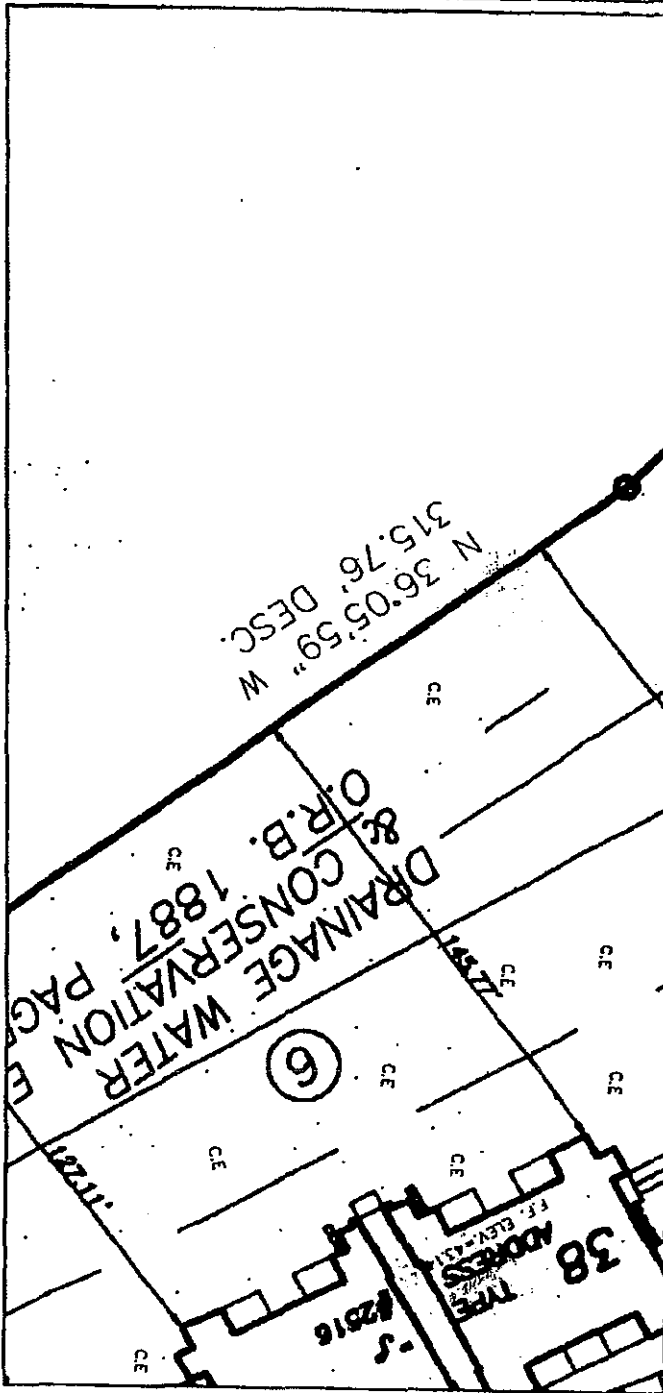
The Reserve at Lake Mary, a Condominium

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GRAPHIC SCALE  
 0 15' 30'

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
 D.C.E. DEEDS LATCHED DRAWN (LADOT)  
 C.E. CONCRETE CONCRETE CURB

NO.	DESCRIPTION
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**J.H. MANLEY, INC.**  
 SURVEYORS  
 1000 N. W. 10th St., Ft. Lauderdale, FL 33304  
 (954) 561-1111

The Reserve at Lake Mary, a Condominium  
 1000 N. W. 10th St., Ft. Lauderdale, FL 33304  
 (954) 561-1111

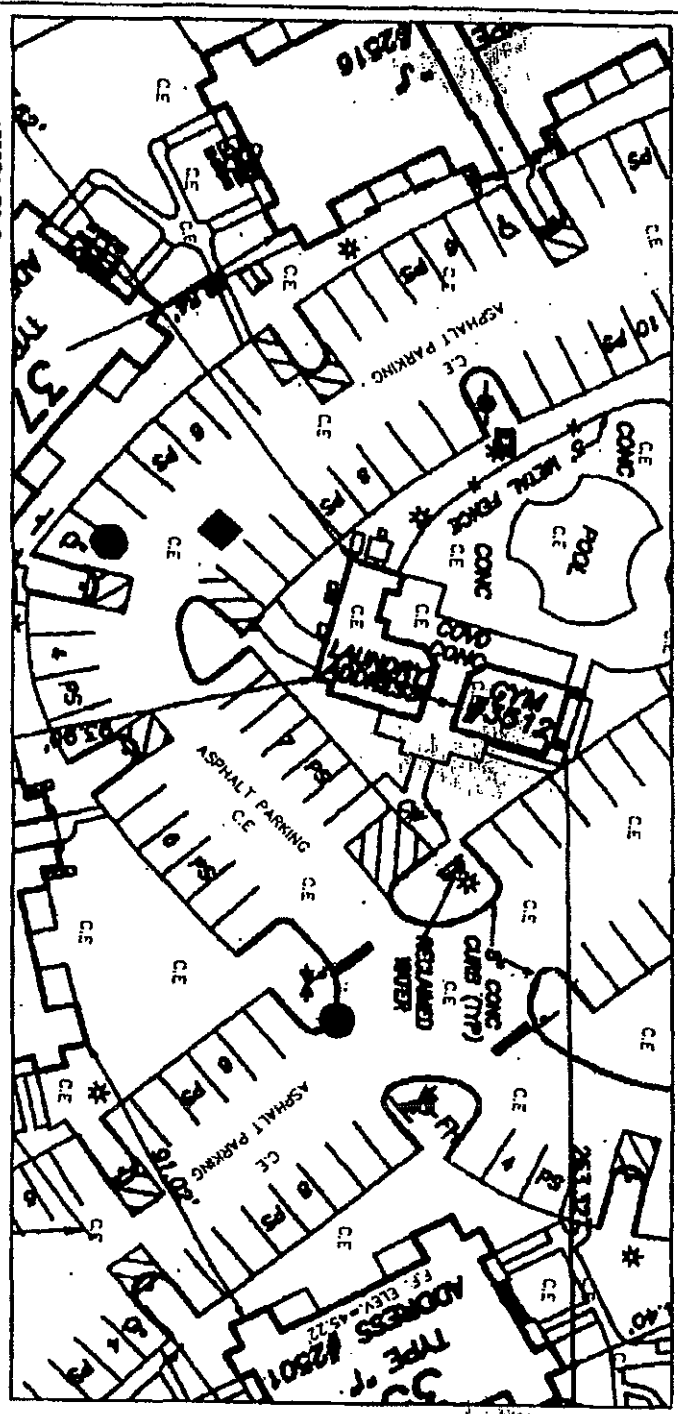
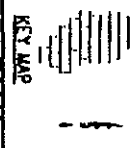
NO.	DESCRIPTION
1	
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30	

**EXHIBIT '2'**

GRAPHIC SCALE  
 0 5 10 20

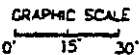
# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



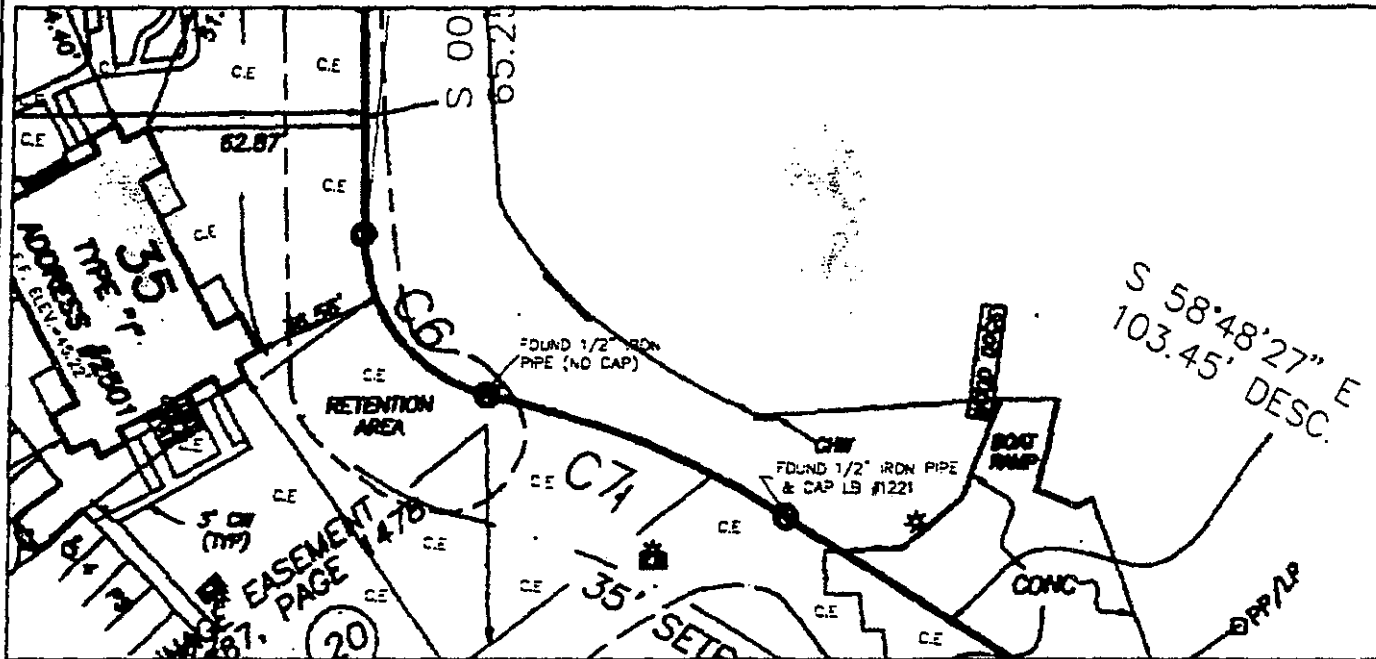
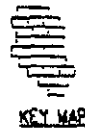
ABBREVIATIONS  
 CE - CONDO UNIT  
 PS - PARKING SPACE  
 SF - SERVICE AREA  
 AS - ASPHALT DRIVEWAY

DATE: 11/13/11	PROJECT: The Reserve at Lake Mary, a Condominium
DRAWN BY: J.H. MANICK, INC.	SCALE: AS SHOWN
CHECKED BY: [Signature]	DATE: 11/13/11
APPROVED BY: [Signature]	DATE: 11/13/11
<b>J.H. MANICK, INC.</b> 1111 SOUTH SHORE DRIVE SUITE 100 LAKE MARY, FL 32746 (407) 329-1111 www.jhmanick.com	
The Reserve at Lake Mary, a Condominium 33 South Shore Drive, Lake Mary, FL 32746	
49	



# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
 C.E. = CENTER LINE COMMON EASEMENT  
 C.C. = CENTER COMMON CORNER

**EXHIBIT '2'**

DATE	PLANNED BY



The Reserve at Lake Mary, a Condominium  
 22000 WOODBINE LANE, LAKE MARY, FL 32746

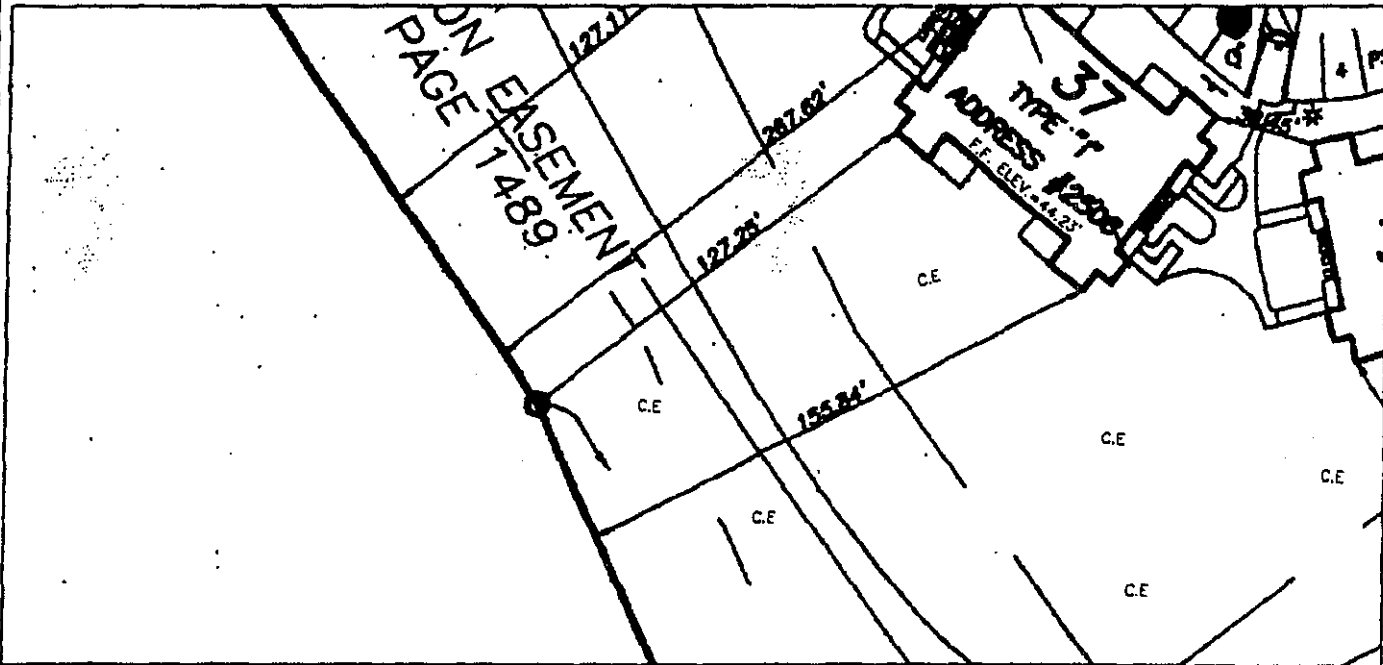
NO.	DATE	DESCRIPTION

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description

GRAPHIC SCALE  
0' 15' 30'

KEY MAP



**ABBREVIATIONS**

(L.C.E.) - LOTS LATER COMMON ELEMENT  
(C.E.) - COMMON ELEMENT

**EXHIBIT '2'**

NO.	DESCRIPTIONS	DATE

**C.J.H. MANUCY, INC.**  
Professional Surveyors  
11111 Lake Mary Road, Suite 100, Lake Mary, FL 32746  
(407) 329-1111



PROJECT NAME: **The Reserve at Lake Mary, a Condominium**  
711 Silver Spring Lane, Lake Mary, FL 32746

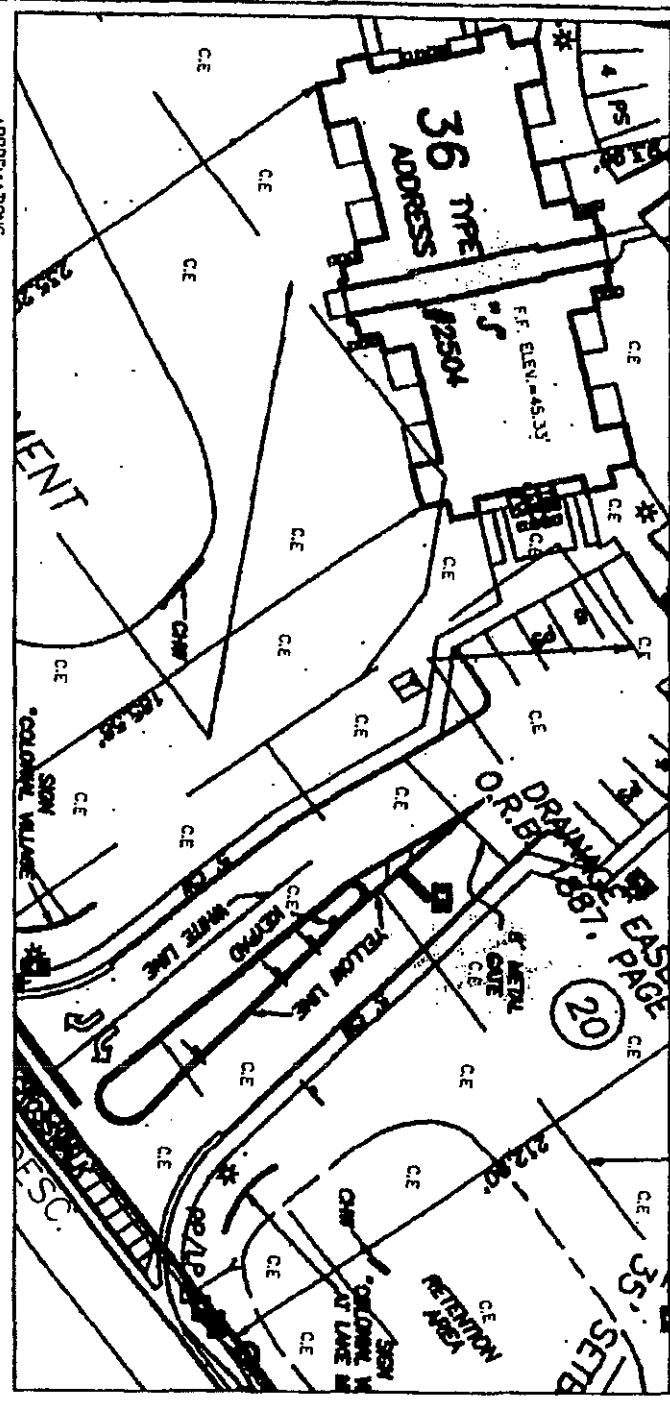
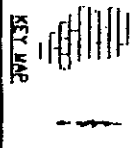
DATE: 11/11/14  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
SCALE: AS SHOWN  
FILE NO.: 2014-0001  
SHEET NO.: 51

Book6016/Page93 CFN#2005206443

GRAPHIC SCALE  
0 15 30'

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



ABBREVIATIONS  
1/4" = 1' 0" (1/4" = 30" 1/8" = 30" 1/16" = 30")

DATE	REVISED	BY	DESCRIPTION

**P.J.H. MANUCCI, INC.**  
1100 N. W. 11th St., Ft. Lauderdale, FL 33304  
Tel: (305) 555-1100

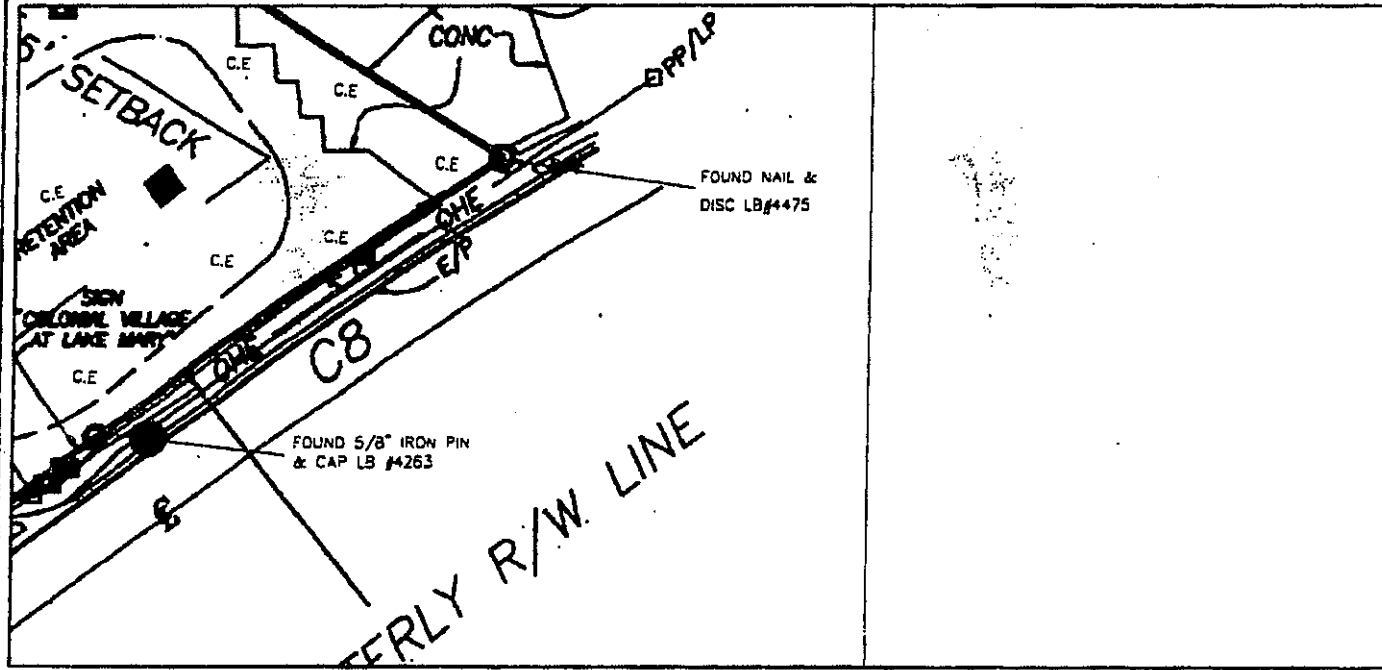
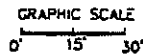
The Reserve at Lake Mary, a Condominium  
7000 Lake Mary Blvd., Lake Mary, FL 32746

**EXHIBIT '2'**

**52**

# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



**ABBREVIATIONS**

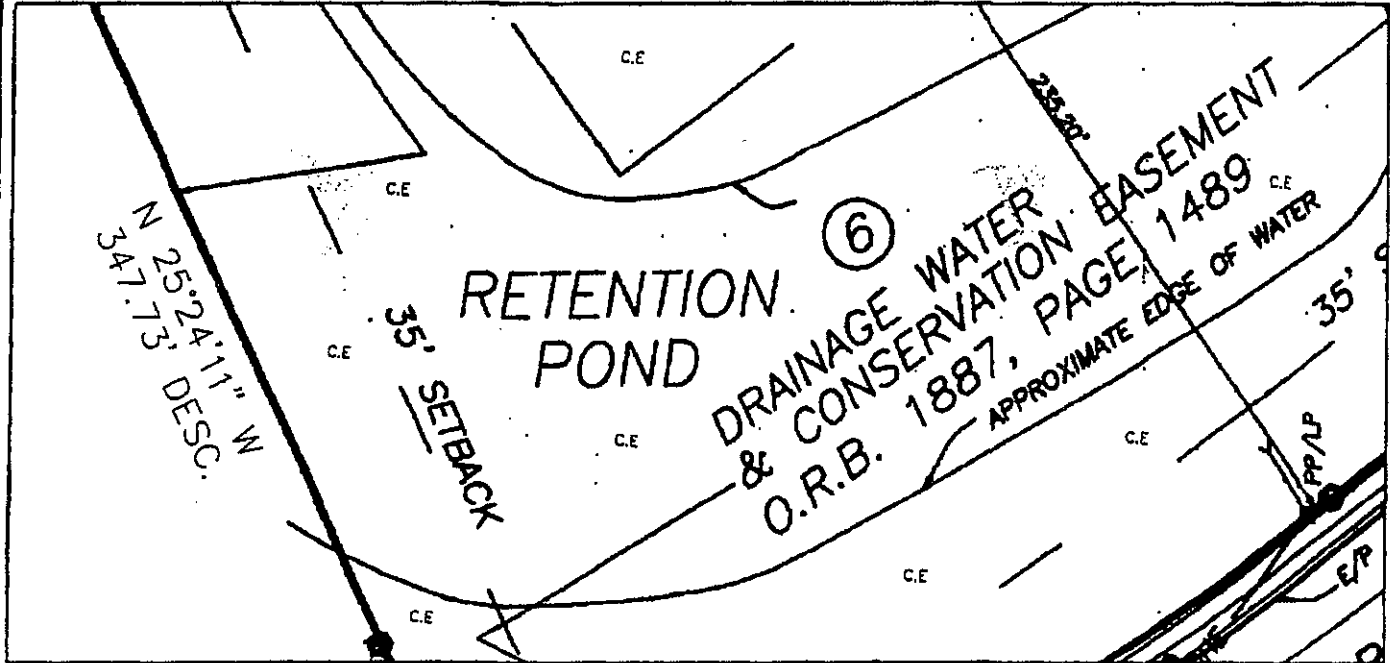
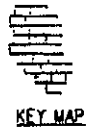
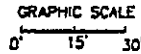
- C.E. = COMMON ELEMENTS
- C.C. = COMMON CHARGES
- C.S. = COMMON SURVEY

**EXHIBIT '2'**

<p>DATE: _____</p> <p>BY: _____</p> <p>FOR: _____</p>	<p><b>O.J.H. MANUCY, INC.</b></p>	<p><b>The Reserve at Lake Mary, a Condominium</b></p> <p>133 Sunset Haven Lane, Lake Mary, FL 32746</p>	<p>53</p>
---	-----------------------------------	---	-----------

Book6016/Page95 CFN#2005206443

# The Reserve at Lake Mary, a Condominium Survey-Site Plan, Graphic Description



**ABBREVIATIONS**  
(C.E.) = COMMON ELEMENT  
(C.P.) = COMMON PROPERTY

**EXHIBIT '2'**

DATE	DESCRIPTION	BY

**O.J.H. MANUCY, INC.**  
SURVEYORS  
333 South Harbor Lane, Lake Mary, FL 32746

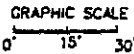


The Reserve at Lake Mary, a Condominium  
333 South Harbor Lane, Lake Mary, FL 32746

NO.	
DATE	
BY	

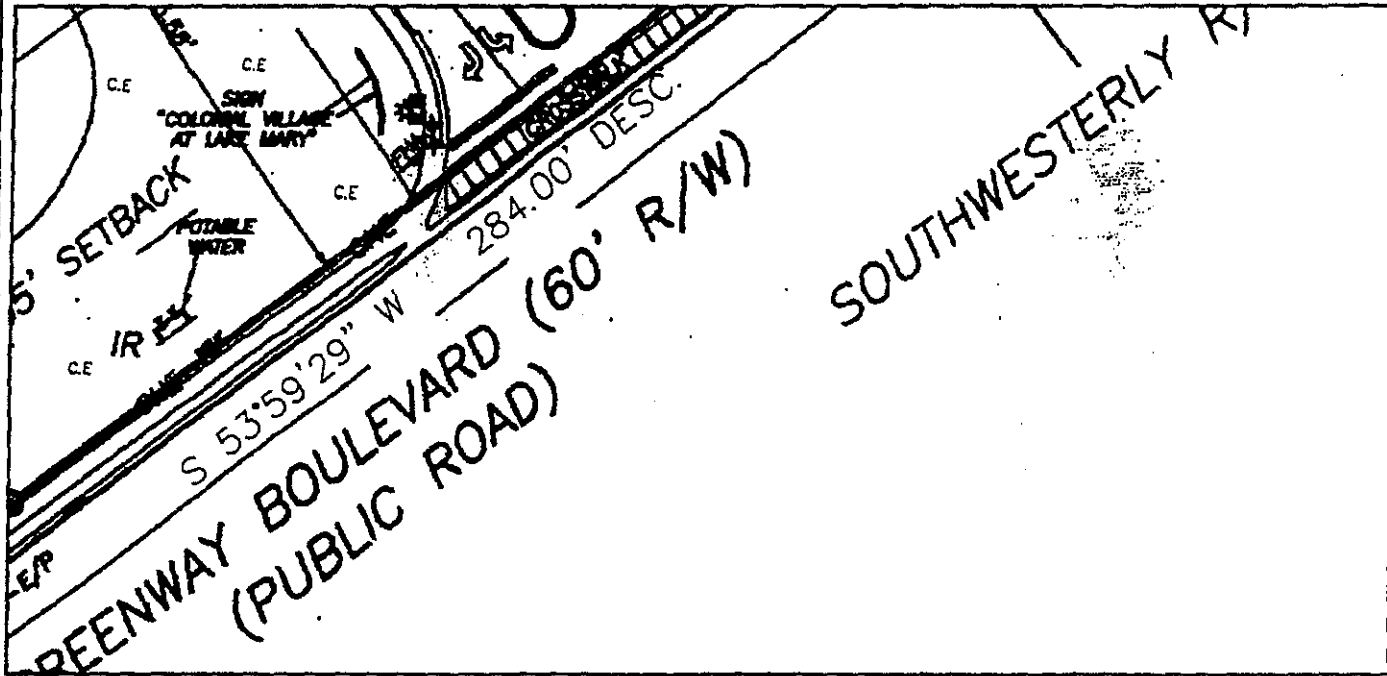
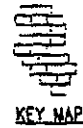
**54**





# The Reserve at Lake Mary, a Condominium

## Survey-Site Plan, Graphic Description



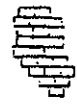
**ABBREVIATIONS**  
 (C.E.) = CENTER LINE COMMON ELEMENT  
 (I.R.) = INTERIOR COMMON ELEMENT

**EXHIBIT "2"**

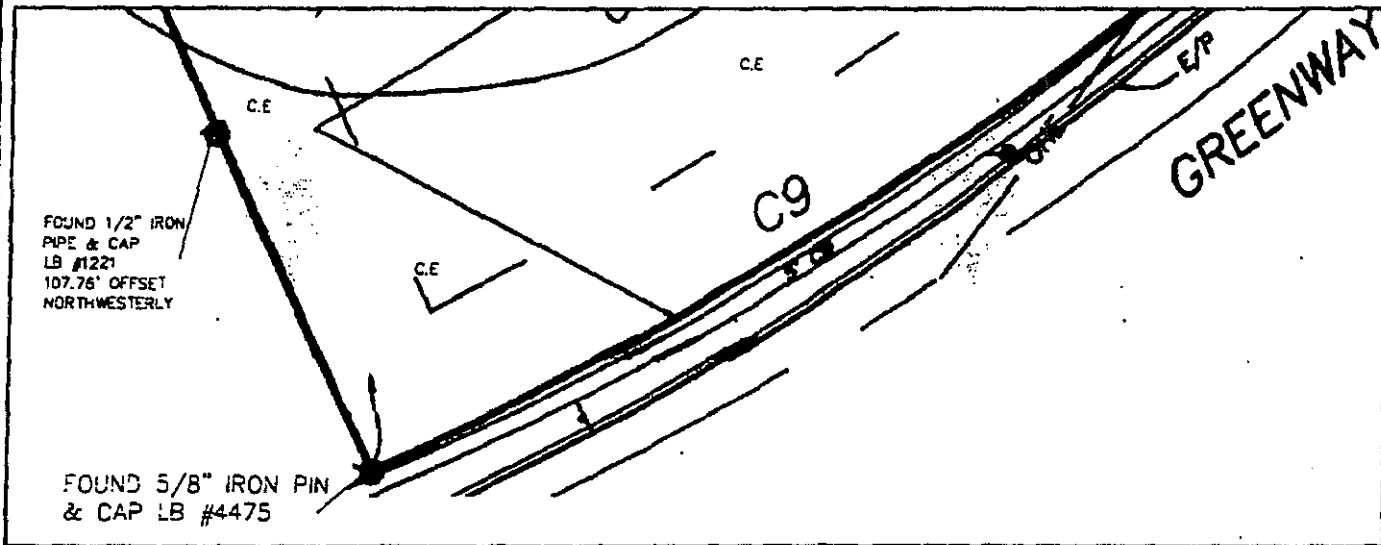
<table border="1"> <tr><td>DATE</td><td>08/17/2009</td></tr> <tr><td>PROJECT</td><td>The Reserve at Lake Mary, a Condominium</td></tr> <tr><td>SCALE</td><td>AS SHOWN</td></tr> <tr><td>PLANNED BY</td><td>J.H. MANUCY, INC.</td></tr> <tr><td>DATE</td><td>08/17/2009</td></tr> </table>	DATE	08/17/2009	PROJECT	The Reserve at Lake Mary, a Condominium	SCALE	AS SHOWN	PLANNED BY	J.H. MANUCY, INC.	DATE	08/17/2009	<p><b>J.H. MANUCY, INC.</b>    233 South Harbor Lane, Lake Mary, FL 32746</p>		<table border="1"> <tr><td>DATE</td><td>08/17/2009</td></tr> <tr><td>PROJECT</td><td>The Reserve at Lake Mary, a Condominium</td></tr> <tr><td>SCALE</td><td>AS SHOWN</td></tr> <tr><td>PLANNED BY</td><td>J.H. MANUCY, INC.</td></tr> <tr><td>DATE</td><td>08/17/2009</td></tr> </table>	DATE	08/17/2009	PROJECT	The Reserve at Lake Mary, a Condominium	SCALE	AS SHOWN	PLANNED BY	J.H. MANUCY, INC.	DATE	08/17/2009	<p><b>55</b></p>
DATE	08/17/2009																							
PROJECT	The Reserve at Lake Mary, a Condominium																							
SCALE	AS SHOWN																							
PLANNED BY	J.H. MANUCY, INC.																							
DATE	08/17/2009																							
DATE	08/17/2009																							
PROJECT	The Reserve at Lake Mary, a Condominium																							
SCALE	AS SHOWN																							
PLANNED BY	J.H. MANUCY, INC.																							
DATE	08/17/2009																							

GRAPHIC SCALE  
0' 15' 30'

# The Reserve at Lake Mary, a Condominium Survey-Site Plan, Graphic Description



KEY MAP



FOUND 1/2" IRON  
PIPE & CAP  
LB #1221  
107.76' OFFSET  
NORTHWESTERLY

FOUND 5/8" IRON PIN  
& CAP LB #4475

**ABBREVIATIONS**

--- BOUNDARY COMMON ELEMENT  
--- COMMON ELEMENT

**EXHIBIT '2'**

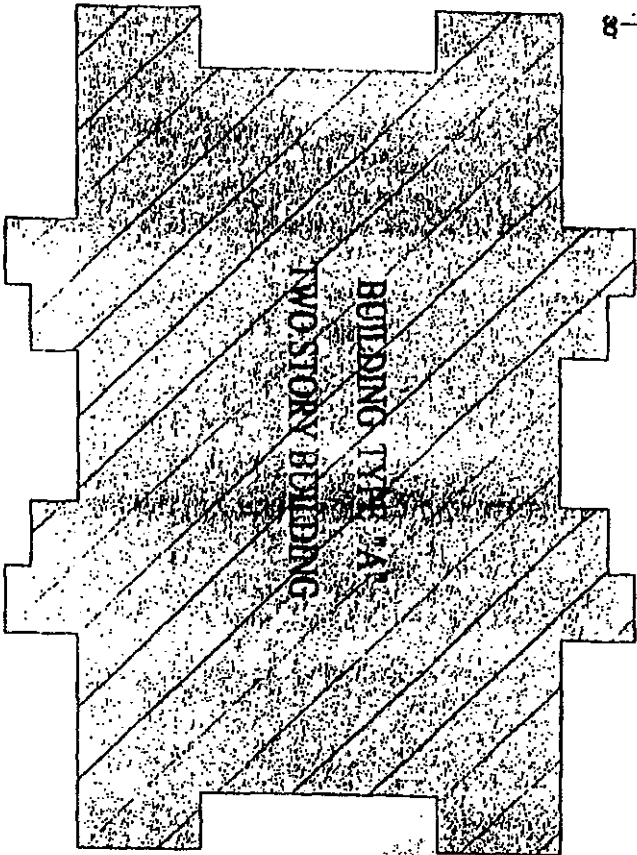
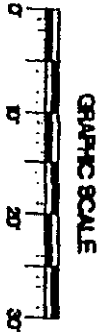
DATE	12/15/2004
BY	J.H. MANUCY, INC.
PROJECT	The Reserve at Lake Mary, a Condominium
FILE NO.	12/15/2004
SCALE	AS SHOWN



The Reserve at Lake Mary, a Condominium  
133 Sunset Water Loop, Lake Mary, FL 32746

NO.	56
DATE	12/15/2004
BY	J.H. MANUCY, INC.
PROJECT	The Reserve at Lake Mary, a Condominium
FILE NO.	12/15/2004
SCALE	AS SHOWN

**The Reserve at Lake Mary, a Condominium**  
 Building Typical 'A', Dimension Plan (Buildings Nos. 3, 8, 9, 17, 21, 26 and 30)



APPROXIMATIONS  
 ALL DIMENSIONS ARE APPROXIMATE  
 AND SHOULD BE CHECKED ON SITE

NO.	REVISIONS

**OJH** MANUFACTURING, INC.



The Reserve at Lake Mary, a Condominium

NO. 3000 BLDG. PLAN, 3/20/01

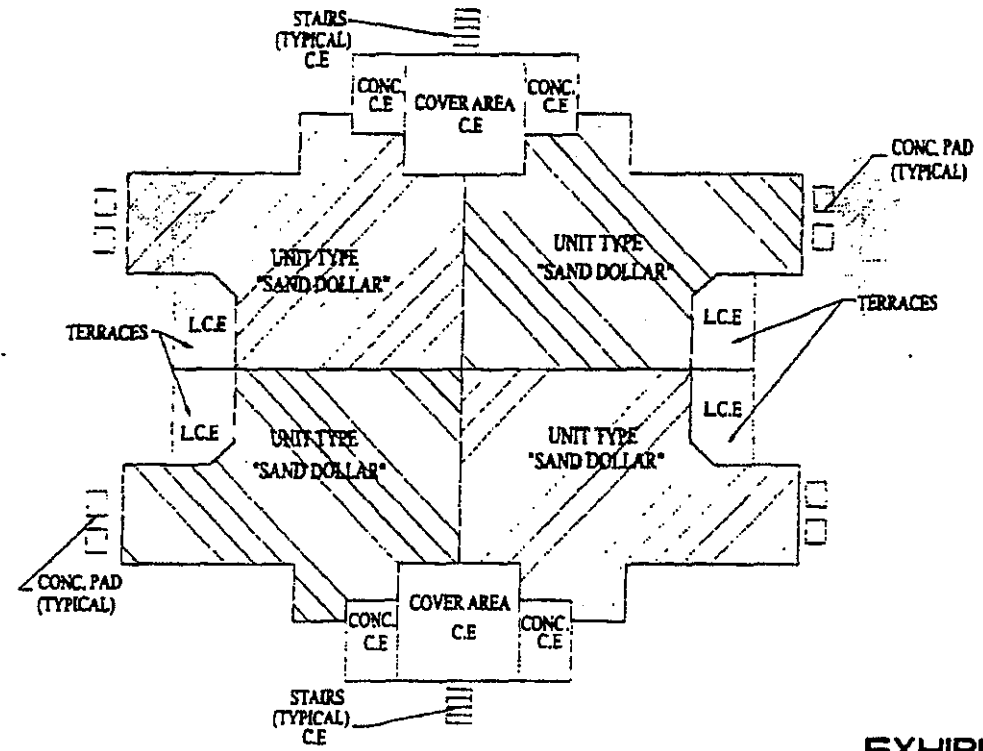
**EXHIBIT '2'**

57



# The Reserve at Lake Mary, a Condominium

## Building Typical 'A', First Floor Plan (Buildings Nos. 3,8,9,17,21,26 and 30)



**ABBREVIATIONS**  
 C.E. = CONCRETE ENCLOSURE  
 L.C.E. = LANDING CONCRETE ENCLOSURE

**EXHIBIT '2'**

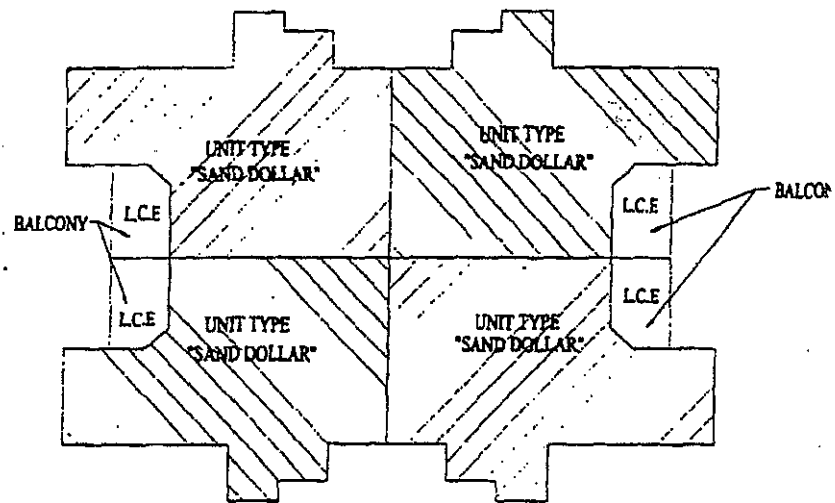
<p>DATE: 11/11/03          DRAWN BY: J.H. MANUCY, INC.          CHECKED BY: J.H. MANUCY, INC.          APPROVED BY: J.H. MANUCY, INC.</p>	<p><b>J.H. MANUCY, INC.</b>          ARCHITECTS</p>		<p>The Reserve at Lake Mary, a Condominium          1102 S.W. 8th St., Orlando, Florida 32811</p>	<p>58</p>
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# The Reserve at Lake Mary, a Condominium

## Building Typical 'A', Second Floor Plan (Buildings Nos. 3,8,9,17,21,26 and 30)

GRAPHIC SCALE



**ABBREVIATIONS**

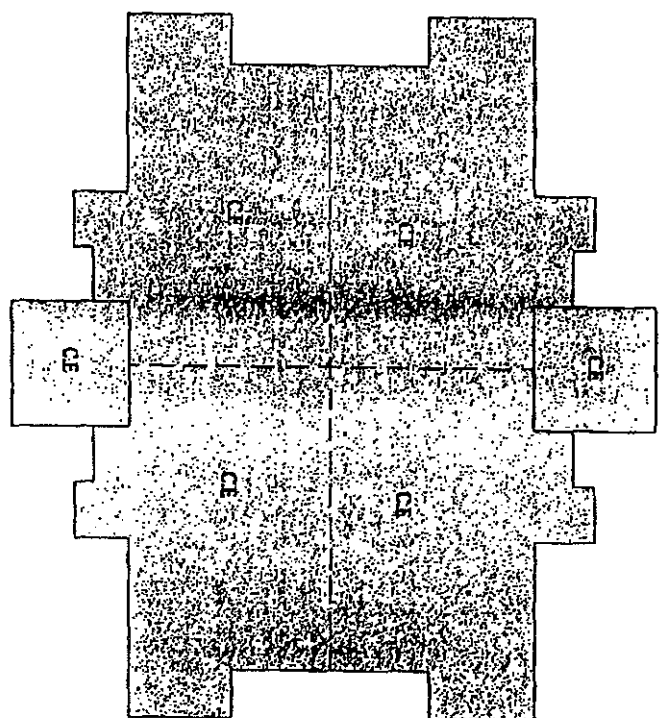
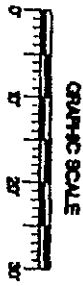
L.C.E. = LIMITED COMMON ELEMENT  
 L.C.E. = LIMITED COMMON ELEMENT

**EXHIBIT '2'**

<p>DATE: _____</p> <p>SCALE: _____</p> <p>PROJECT: _____</p>	<p><b>J.H. MANLY, INC.</b></p> <p>ARCHITECTS</p>			<p>PROJECT NAME: <b>The Reserve at Lake Mary, a Condominium</b></p> <p>1400 CLEAR LAKE DRIVE, LAKE MARY, FLORIDA 32746</p>	<p>DATE: _____</p> <p>SCALE: _____</p> <p>PROJECT: _____</p> <p><b>59</b></p>
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Book6016/Page101 CFN#2005206443

**The Reserve at Lake Mary, a Condominium**  
**Building Typical 'A', Roof Plan (Buildings Nos. 3, 8, 9, 17, 21, 26 and 30)**



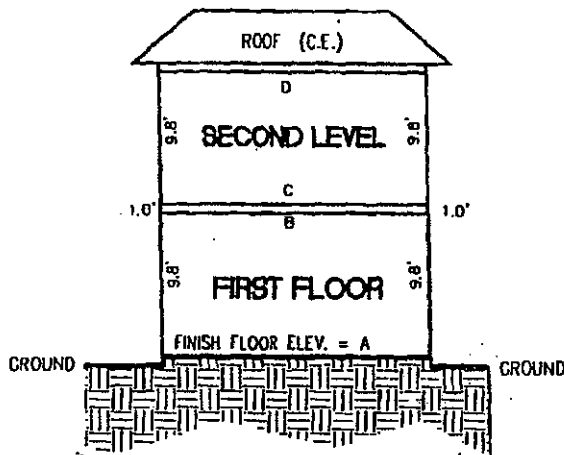
**ABBREVIATIONS**  
 (ALL) - SOUTH UNITED COMMON ELEMENTS  
 (CE) - SOUTH UNITED COMMON ELEMENTS

DATE	REVISION	BY	APP'D
THE RESERVE AT LAKE MARY, A CONDOMINIUM (See S-24 (S-2) P.L.C. 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60)			
60			

**EXHIBIT '2'**



**The Reserve at Lake Mary, a Condominium**  
 Building Typical "A", Elevation Plan (Buildings Nos. 3,8,9,17,21,26 and 30)



**VERTICAL SECTION**

**Table of Elevations**

BUILDING TYPE "A"	A	B	C	D
#3	+55.08'	+64.88'	+65.88'	+75.68'
#8	+63.98'	+73.78'	+74.78'	+84.58'
#9	+66.02'	+75.82'	+76.82'	+86.62'
#17	+62.56'	+72.36'	+73.36'	+83.16'
#21	+63.20'	+73.00'	+74.00'	+83.80'
#26	+52.68'	+62.48'	+63.48'	+73.28'
#30	+54.48'	+64.28'	+65.28'	+75.08'

**ABBREVIATIONS**  
 (C.E.) - FINISH FLOOR ELEVATION  
 (C.F.) - COMMON ELEMENT

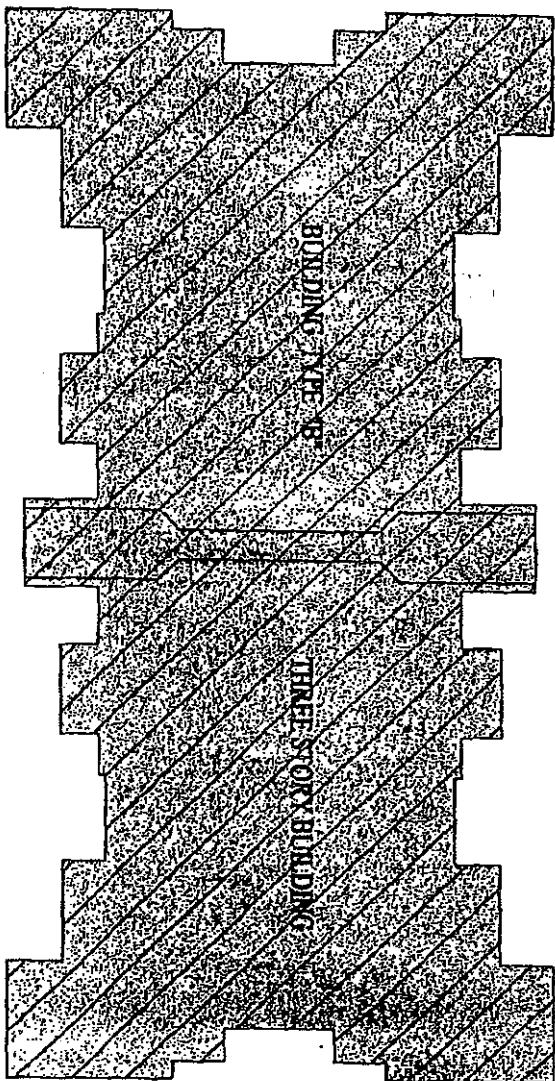
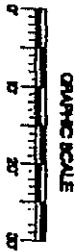
**EXHIBIT "2"**

**J.H. MANUCY, INC.**  
 731 Sunset Harbor Lane, Lake Mary, FL 32746  
 407-324-1111

**The Reserve at Lake Mary, a Condominium**  
 731 Sunset Harbor Lane, Lake Mary, FL 32746

**61**

**The Reserve at Lake Mary, a Condominium**  
 Building Typical 'B', Dimension Plan (Buildings Nos. 1,10,16,19,25,27, and 29)



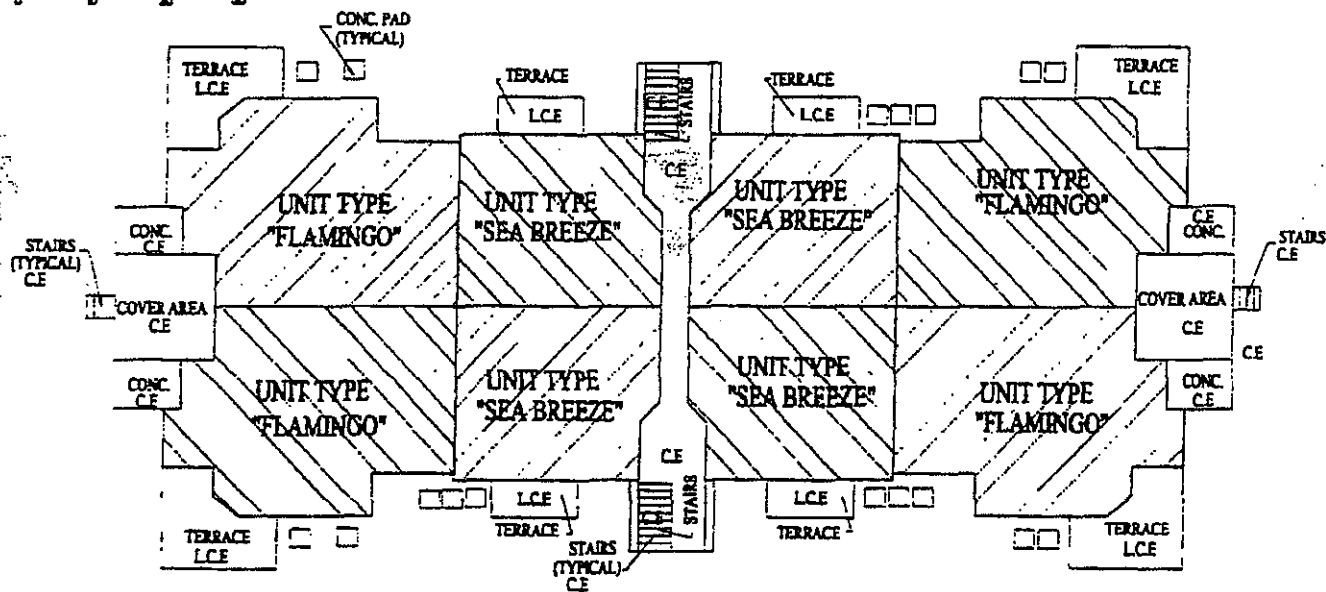
**ABBREVIATIONS**  
 (SEE NOTES AND COMMON BOOKS)  
 (SEE DEEDS COMMON BOOKS)

DATE	11/11/2010	BY	
PROJECT	The Reserve at Lake Mary, a Condominium		
OWNER	The Reserve at Lake Mary, a Condominium		
DESIGNER	OJH, MANUFACTURING, INC.		
SCALE	AS SHOWN		
REVISIONS	62		



# The Reserve at Lake Mary, a Condominium

## Building Typical 'B', First Floor Plan (Buildings Nos. 1,10,16,19,25,27, and 29)



**ABBREVIATIONS**

LCE = 100'S LINTED COMMON LINEY  
 SCE = 100'S COMMON LINEY

**EXHIBIT '2'**

NO.	REVISION



**The Reserve at Lake Mary, a Condominium**  
 1402 SUGAR BEND DRIVE, LAKE MARY, FLORIDA 32749

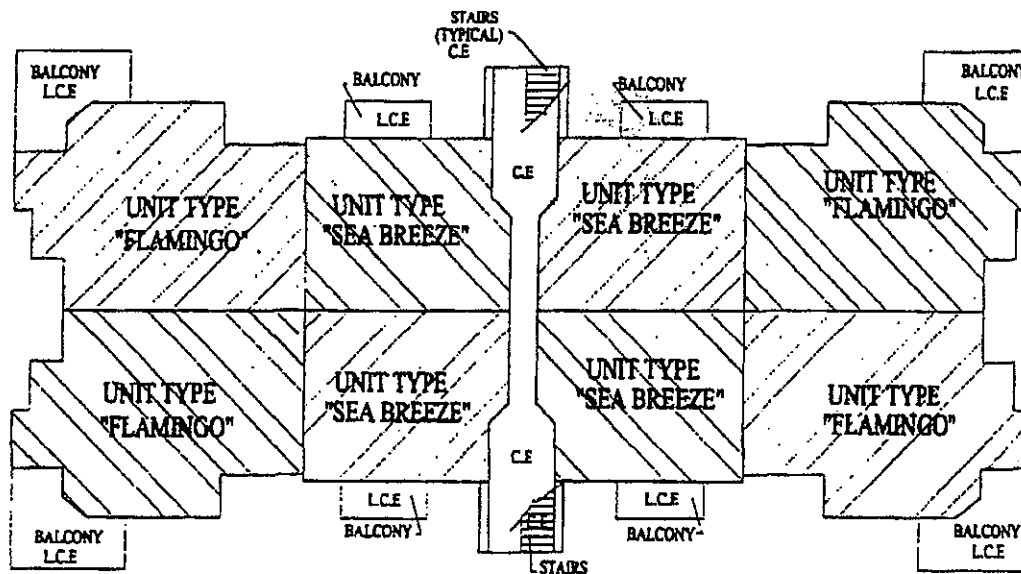
DATE	
BY	
CHECKED	
SCALE	

**63**

Book6016/Page105 CFN#2005206443

# The Reserve at Lake Mary, a Condominium

## Building Typical "B", Second Floor Plan (Buildings Nos. 1,10,16,19,25,27,and 29)



**ABBREVIATIONS**

L.C.E. - DENOTES LIMITED COMMON ELEMENT  
 C.E. - DENOTES COMMON ELEMENT

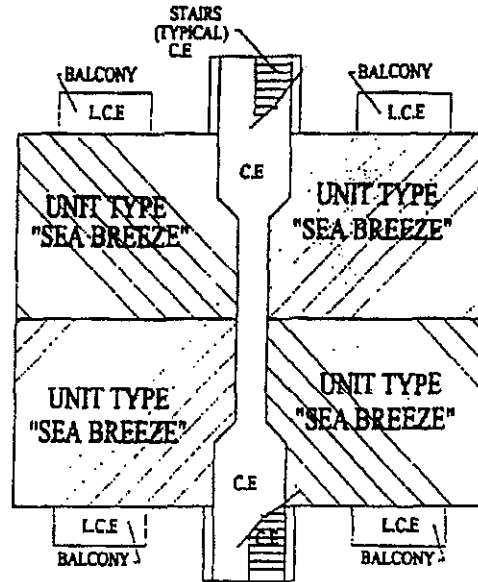
**EXHIBIT '2'**

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DATE	REVISION																
DRAWN	DATE																
CHECKED	DATE																
SCALE	DATE																
PROJECT NO.	DATE																
64			Sheet 134 of 134														

# The Reserve at Lake Mary, a Condominium

## Building Typical 'B', Third Floor Plan (Buildings Nos. 1,10,16,19,25,27,and 29)

GRAPHIC SCALE



**ABBREVIATIONS**

(L.C.E.) = DENOTES LIMITED COMMON ELEMENT  
 (C.E.) = DENOTES COMMON ELEMENT

**EXHIBIT '2'**

DATE	REVISION



**The Reserve at Lake Mary, a Condominium**  
 1400 SEAGRASS DRIVE, LAKE MARY, FLORIDA 32746

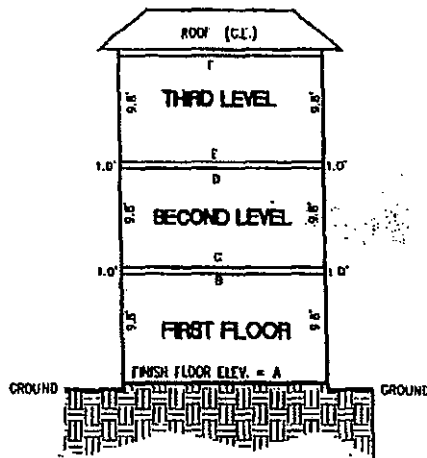
DATE	NO. OF SHEETS

65

Book6016/Page107 CFN#2005206443



**The Reserve at Lake Mary, a Condominium**  
 Building Typical "B", Elevation Plan (Buildings Nos. 1,10,16,19,25,27, and 29)



**VERTICAL SECTION**

**Table of Elevations**

BUILDING TYPE "B"	A	B	C	D	E	F
#1	+52.14'	+61.94'	+62.94'	+72.74'	+73.74'	+83.54'
#10	+66.56'	+76.36'	+77.36'	+87.16'	+88.16'	+97.96'
#16	+61.07'	+70.87'	+71.87'	+81.67'	+82.67'	+92.47'
#19	+56.03'	+65.83'	+66.83'	+76.63'	+77.63'	+87.43'
#25	+65.43'	+75.23'	+76.23'	+86.03'	+87.03'	+96.83'
#27	+52.54'	+62.34'	+63.34'	+73.14'	+74.14'	+83.94'
#29	+53.00'	+62.80'	+63.80'	+73.60'	+74.60'	+84.40'

**ABBREVIATIONS**  
 (C.E.) - DENOTES LIMITED COMMON ELEMENT  
 (C.I.) - DENOTES COMMON ELEMENT

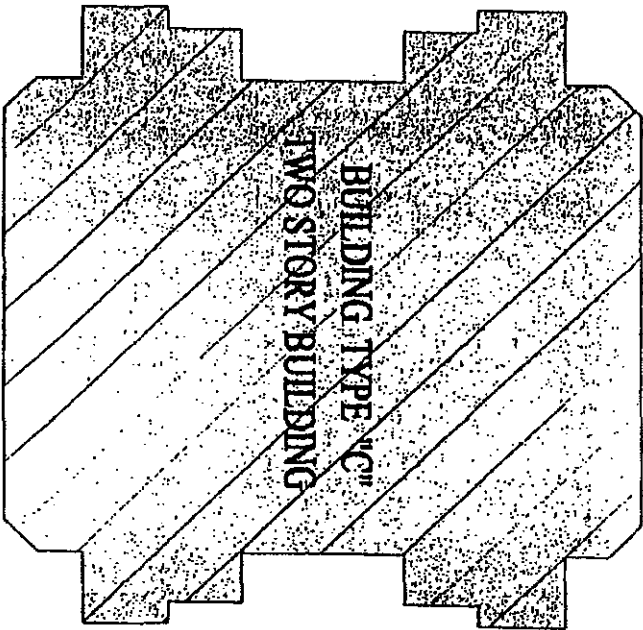
**EXHIBIT "2"**

**J.H. MANUCY, INC.**  
 121 South Florida Lane, Lake Mary, FL 32746  
 Phone: (407) 962-1111  
 Fax: (407) 962-1112  
 Website: www.jhmanucy.com

**The Reserve at Lake Mary, a Condominium**  
 121 South Florida Lane, Lake Mary, FL 32746  
 Phone: (407) 962-1111  
 Fax: (407) 962-1112  
 Website: www.reserveatlakemary.com

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**The Reserve at Lake Mary, a Condominium**  
 Building Typical 'C', Dimension Plan (Buildings Nos. 2, 5, 7, 11 and 28)

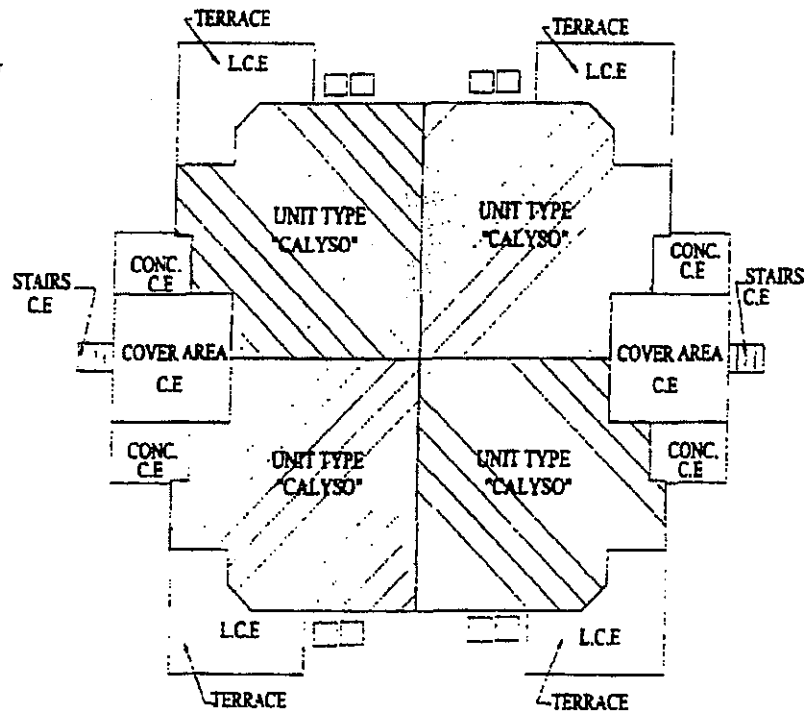


**ABBREVIATIONS**  
 (SEE) = SECTIONS AND COMMON ELEMENTS  
 (C.E.) = COMMON ELEMENTS

<p><b>OJH</b>                  OJH MANLEY, INC.                  ARCHITECTS</p>	<p>The Reserve at Lake Mary, a Condominium                  1400 22nd Street, Suite 200, Lake Mary, Florida 32746</p>	<p><b>EXHIBIT '2'</b></p>
---	---	---------------------------

# The Reserve at Lake Mary, a Condominium

## Building Typical 'C', First Floor Plan (Buildings Nos. 2,5,7,11 and 28)



**ABBREVIATIONS**  
 L.C.E. - LIMITED COMMON ELEMENT  
 C.E. - COMMON ELEMENT

**EXHIBIT '2'**

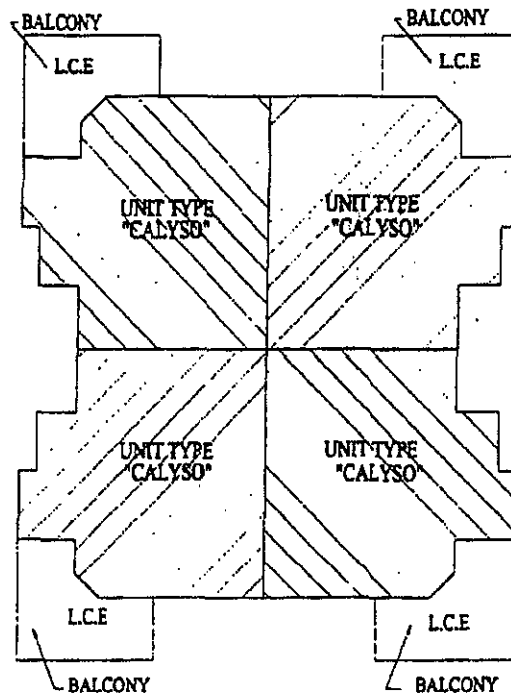
<p>DATE: 11/14/00</p> <p>BY: J.H. MANLEY, INC.</p>	<p><b>J.H. MANLEY, INC.</b></p> <p>ARCHITECTS</p>	<p><b>The Reserve at Lake Mary, a Condominium</b></p> <p>NO. 504 504 504 504 504 504</p>	<p>69</p>
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Book6016/Page11 CFN#2005208443

# The Reserve at Lake Mary, a Condominium

## Building Typical "C", Second Floor Plan (Buildings Nos. 2,5,7,11 and 28)

GRAPHIC SCALE



**ABBREVIATIONS**  
 L.C.E. - DENOTES LIMITED COMMON ELEMENT  
 C.C.E. - DENOTES COMMON ELEMENT

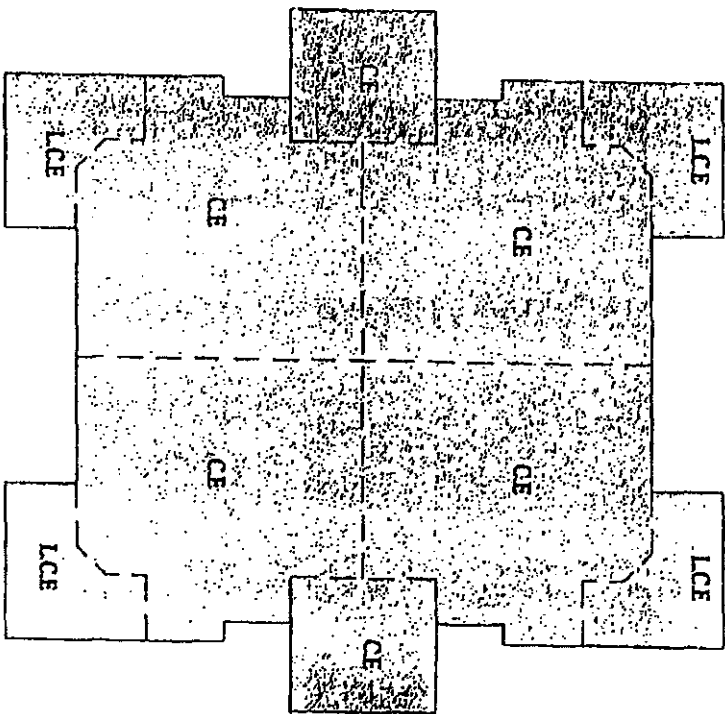
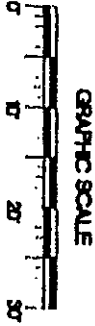
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NO.	REVISIONS	BY																							
DATE	DESCRIPTION																								



# The Reserve at Lake Mary, a Condominium

## Building Typical 'C', Roof Plan (Buildings Nos. 2, 5, 7, 11 and 28)



ABBREVIATIONS  
 CE: CEILING  
 LCE: LOWER CEILING

DATE	DESCRIPTION

**OJH** MANUFACTURING



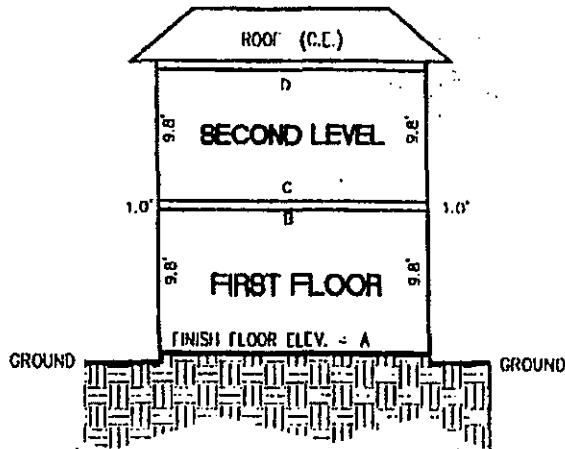
The Reserve at Lake Mary, a Condominium  
 NO. 2, 5, 7, 11 AND 28

DATE	DESCRIPTION

EXHIBIT '2'



**The Reserve at Lake Mary, a Condominium**  
**Building Typical 'C', Elevation Plan (Buildings Nos. 2,5,7,11 and 28)**



**VERTICAL SECTION**

**Table of Elevations**

BUILDING TYPE "C"	A	B	C	D
12	+54.74'	+64.04'	+65.04'	+74.84'
15	+54.13'	+63.93'	+64.93'	+74.73'
17	+58.28'	+68.08'	+69.08'	+78.88'
11	+63.94'	+73.74'	+74.74'	+84.54'
28	+52.54'	+62.34'	+63.34'	+73.14'

**ABBREVIATIONS**  
 (C.E.) - DEMONSTRATED COMMON ELEMENT  
 (C.F.) - DEMONSTRATED COMMON ELEMENT

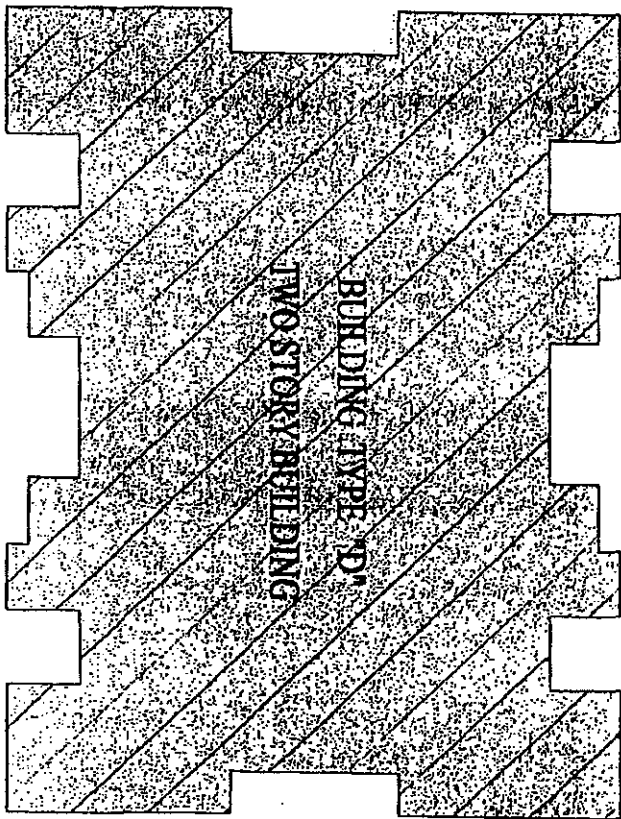
**EXHIBIT "2"**

**J.H. MANUCY, INC.**  
 ARCHITECTS  
 1000 N. W. 10th St., Ft. Lauderdale, FL 33304  
 Phone: (305) 463-1111

**The Reserve at Lake Mary, a Condominium**  
 111 South Harbor Lane, Lake Mary, FL 32746

**72**

**The Reserve at Lake Mary, a Condominium**  
**Building Typical 'D', Dimension Plan (Buildings Nos. 4, 12 and 23)**



**ABBREVIATIONS**  
 (SEE SPECIFICATIONS AND GENERAL NOTES)  
 (SEE SPECIFICATIONS AND GENERAL NOTES)

NO.	REVISION	DATE



The Reserve at Lake Mary, a Condominium  
 1400 TOWN AND HOME DRIVE, SUITE 200, LAKE MARY, FL 32746

NO.	REVISION	DATE

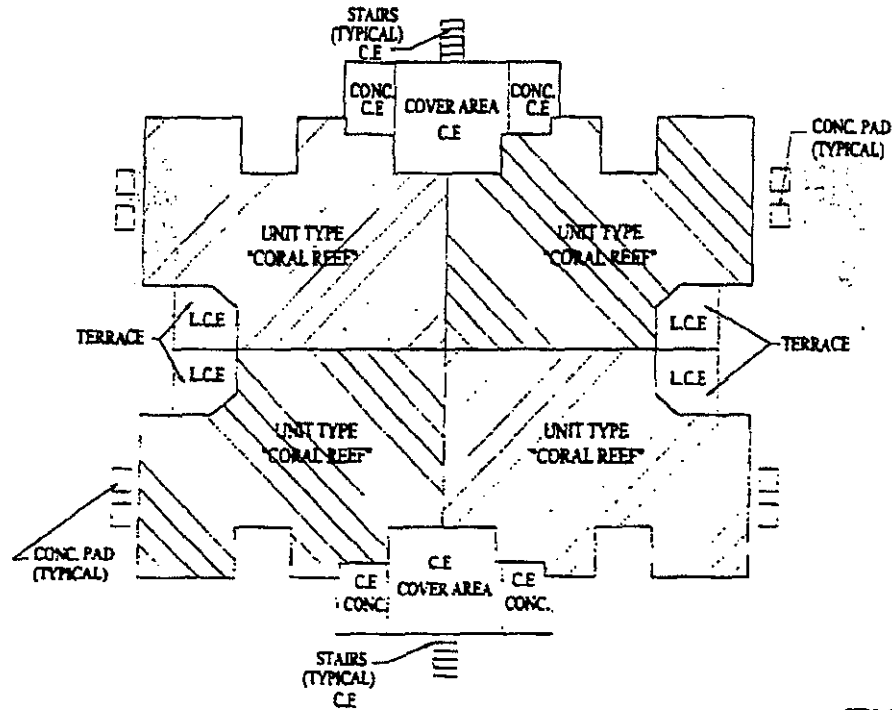
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73



# The Reserve at Lake Mary, a Condominium

## Building Typical 'D', First Floor Plan (Buildings Nos. 4, 12 and 23)



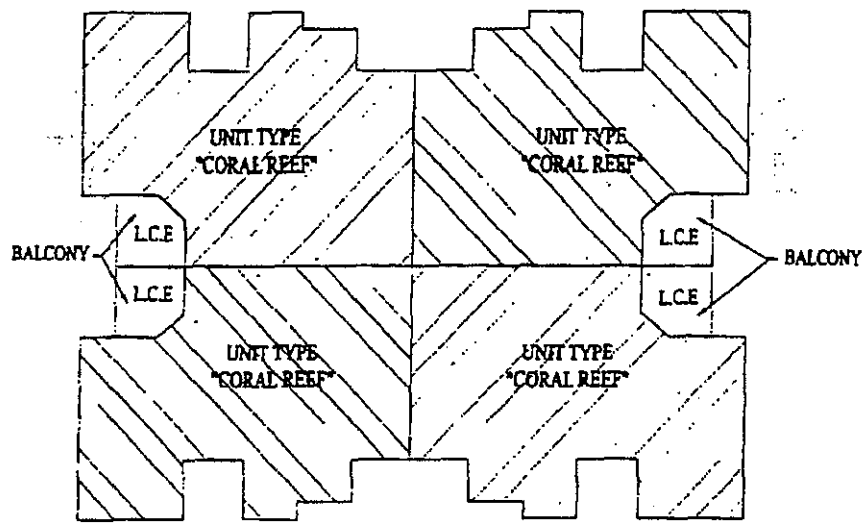
**ABBREVIATIONS**  
 L.C.E. - LIVING COMMON ELEMENT  
 C.E. - COMMON ELEMENT

**EXHIBIT '2'**

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DATE	1/1/2000																			
BY	J.H. MANUCY, INC.																			
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PROJECT NO.	102-1047-100-0000-0000-0000																			
PROJECT ADDRESS																				
PROJECT CITY																				
PROJECT STATE																				
PROJECT ZIP																				
74																				

# The Reserve at Lake Mary, a Condominium

Building Typical "D", Second Floor Plan (Buildings Nos. 4, 12 and 23)



**ABBREVIATIONS**

L.C.E. = LIMITED COMMON ELEMENT  
 C.C.E. = COMMON COMMON ELEMENT

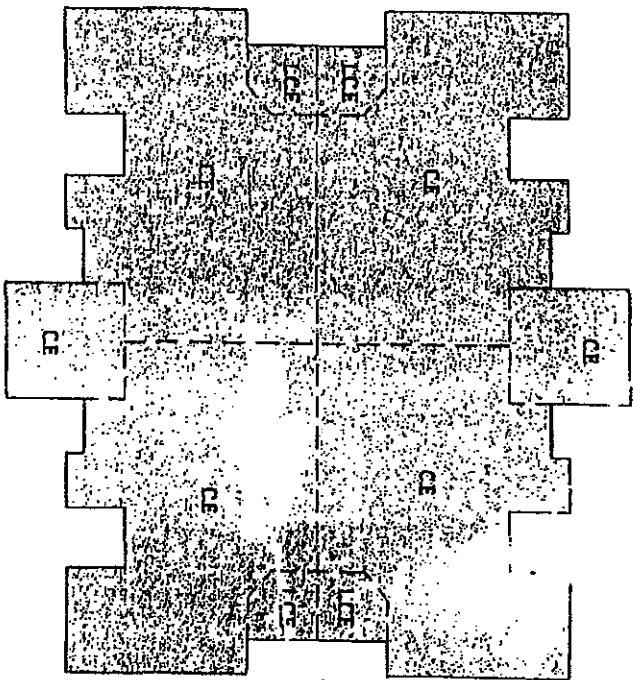
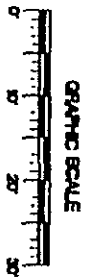
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DATE	2/28/2005																										
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CHECKED BY	J.H.M.																										
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PROJECT	THE RESERVE AT LAKE MARY																										
SHEET NO.	75																										

Book6016/Page117 CFN#2005206443

# The Reserve at Lake Mary, a Condominium

## Building Typical 'D', Roof Plan (Buildings Nos. 4, 12 and 23)



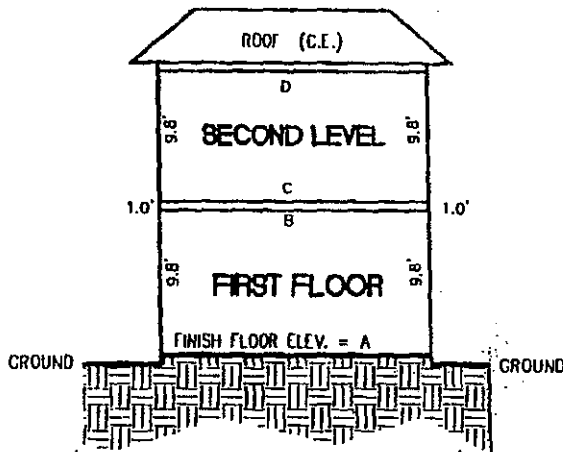
**ABBREVIATIONS**

ALL NOTES AND DIMENSIONS  
 SHALL GOVERN OVER THIS PLAN

NO. 76	DATE	BY	CHKD.	APP'D.
<b>J.H. MANDY, INC.</b>				
<b>The Reserve at Lake Mary, a Condominium</b> NO. 76 IN THE PLAN (CONDO)				
<b>76</b>				

**EXHIBIT '2'**

**The Reserve at Lake Mary, a Condominium**  
**Building Typical "D", Elevation Plan (Buildings Nos. 4, 12 and 23)**



**VERTICAL SECTION**

**Table of Elevations**

BUILDING TYPE "D"	A	B	C	D
#4	+56.16'	+65.96'	+66.96'	+76.76'
#12	+60.08'	+69.88'	+70.88'	+80.68'
#23	+62.08'	+71.88'	+72.88'	+82.68'

**ABBREVIATIONS**  
 (C.I.) - CONCRETE COMMON ELEMENT  
 (C) - CONCRETE COMMON ELEMENT

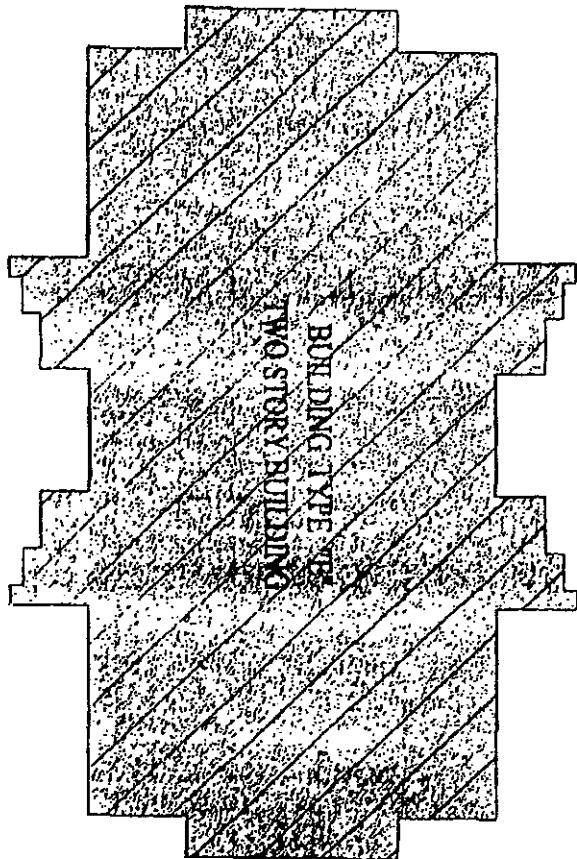
**EXHIBIT "2"**

**J.H. MANUCY, INC.**  
 330 South Orange Avenue, Suite 200, Orange, FL 32766  
 (407) 261-1111

**The Reserve at Lake Mary, a Condominium**  
 330 South Orange Avenue, Suite 200, Orange, FL 32766

77

**The Reserve at Lake Mary, a Condominium**  
 Building Typical 'E', Dimension Plan (Buildings Nos. 18, 20, 22 and 24)



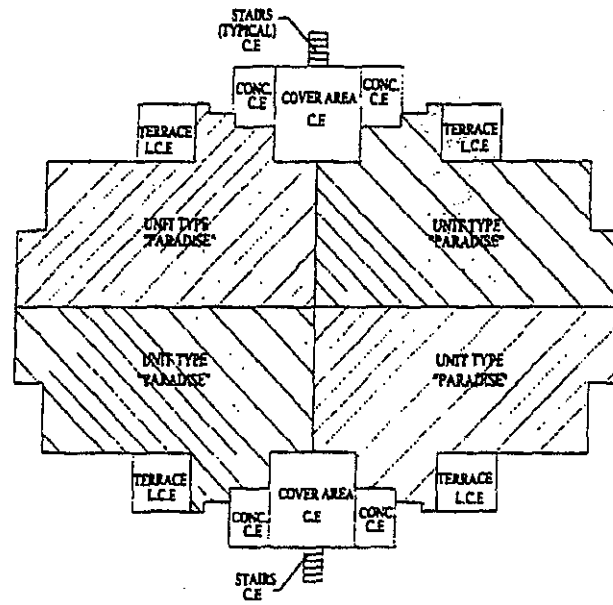
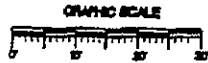
ASSOCIATIONS  
 ALL RIGHTS RESERVED  
 ALL RIGHTS RESERVED

<p>J.H. MANNING INC.</p>	<p>AIA</p>	<p>The Reserve at Lake Mary, a Condominium</p>	<p>EXHIBIT '2'</p> <p>78</p>
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# The Reserve at Lake Mary, a Condominium

## Building Typical "E", First Floor Plan (Buildings Nos. 18, 20, 22 and 24)



**ABBREVIATIONS**  
 L.C.E. - LIMITED COMMON ELEMENT  
 C.E. - COMMON ELEMENT

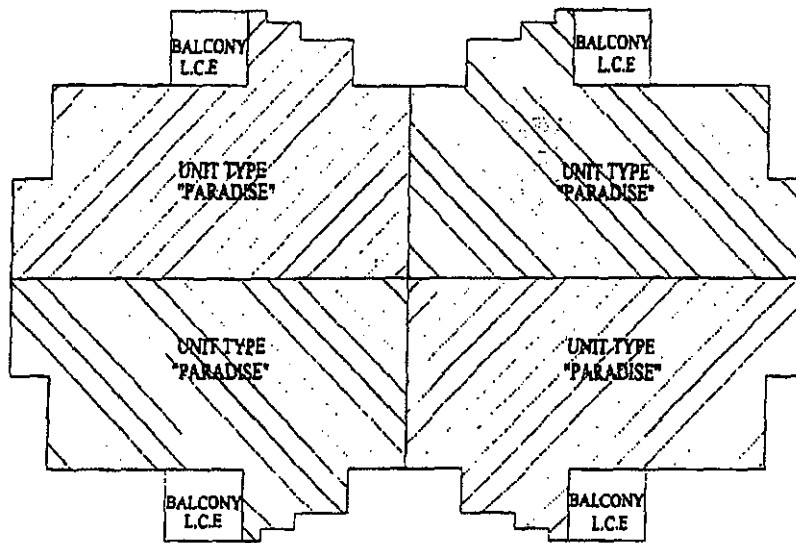
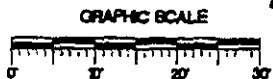
**EXHIBIT '2'**

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NO.	REVISIONS	BY																										
DATE	DRAWN BY	CHECKED BY																										

Book6016/Page121 CFN#2005206443

# The Reserve at Lake Mary, a Condominium

## Building Typical 'E', Second Floor Plan (Buildings Nos. 18,20,22 and 24)



**ABBREVIATIONS**  
 (L.C.E.) - DENOTES LIMITED COMMON ELEMENT  
 (C.E.) - DENOTES COMMON ELEMENT

**EXHIBIT '2'**

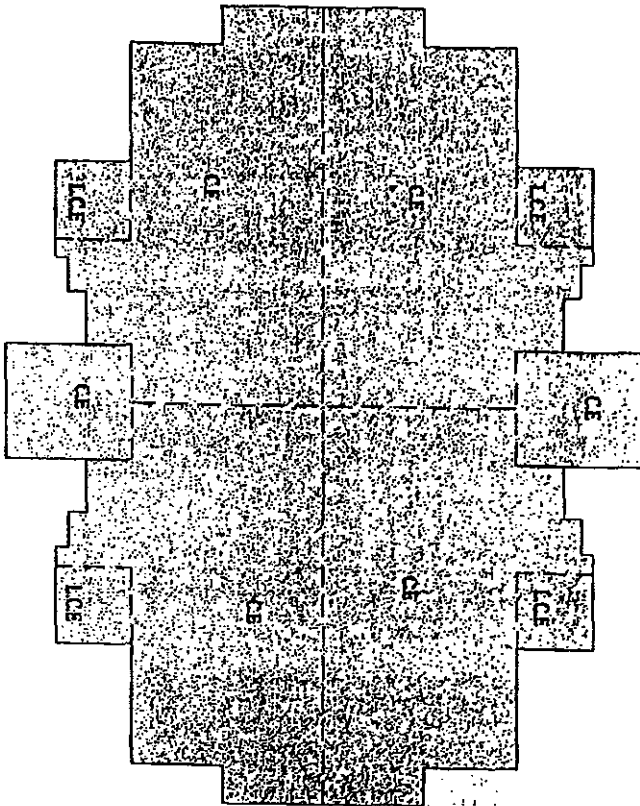
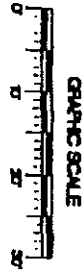
DATE	REVISIONS

**J.H. MANUCY, INC.**  
 ARCHITECTS

PROJECT NAME: **The Reserve at Lake Mary, a Condominium**  
 7400 BEAR BONE DRIVE, ORLANDO, FLORIDA 32737

DATE	APPROVED

# The Reserve at Lake Mary, a Condominium Building Typical 'E', Roof Plan (Buildings Nos. 18, 20, 22 and 24)



**ABBREVIATIONS**  
 CE - COMMON ELEMENTS  
 LCE - COMMON ELEMENTS

NO.	REVISION	DATE

**P.H. HANCOCK, INC.**  
 ARCHITECTS



Project Name: **The Reserve at Lake Mary, a Condominium**  
 1802 SOUTH BAY DRIVE, SUITE 200, LAKE MARY, FL 32746

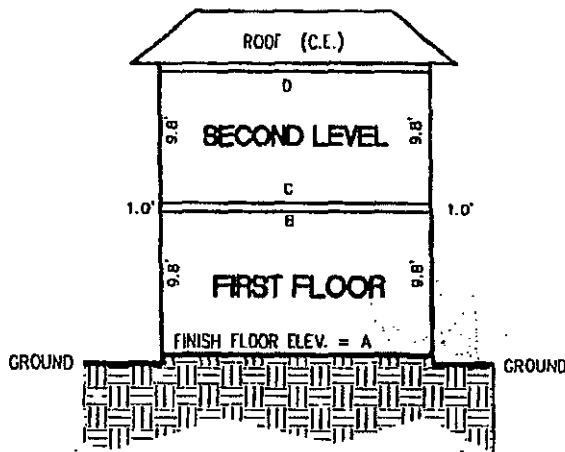
DATE	8/11/00
BY	
CHECKED BY	
DATE	

**EXHIBIT '2'**



# The Reserve at Lake Mary, a Condominium

Building Typical 'E', Elevation Plan (Buildings Nos. 18,20,22 and 24)



## VERTICAL SECTION

### Table of Elevations

BUILDING TYPE "E"	A	B	C	D
118	+59.84'	+69.64'	+70.64'	+80.44'
120	+66.34'	+76.14'	+77.14'	+86.94'
122	+59.80'	+69.60'	+70.60'	+80.40'
124	+58.07'	+67.87'	+68.87'	+78.67'

**ABBREVIATIONS**  
 (C.E.) - DENOTES COMMON ELEMENT  
 (C.I.) - DENOTES COMMON ELEMENT

**EXHIBIT "2"**

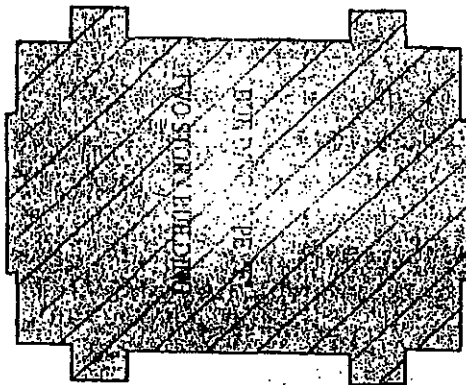
<p><b>J.H. MANUCY, INC.</b>                  733 South Parker Lane, Lake Mary, FL 32718</p>		<p>The Reserve at Lake Mary, a Condominium                  733 South Parker Lane, Lake Mary, FL 32718</p>	Date: _____ Title: _____ Signature: _____	<p>82</p>
			Scale: _____ Project No.: _____ Drawing No.: _____	

GRAPHIC SCALE

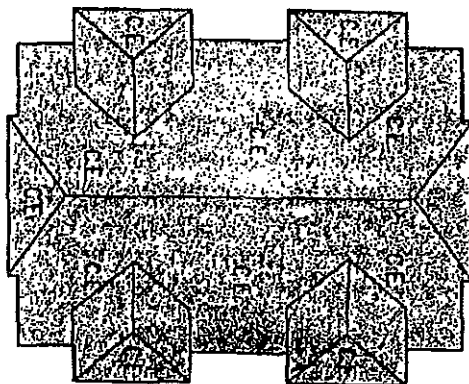


# The Reserve at Lake Mary, a Condominium

Building Typical 'F', Dimension, and Roof Plan  
(Buildings No. 6, 34, AND 40)



DIMENSION PLAN



ROOF PLAN

**ABBREVIATIONS**

ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET.  
ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED.

DATE	10/10/2005	
BY	J.H. KANNEY, INC.	
PROJECT	The Reserve at Lake Mary, a Condominium	
DESCRIPTION	Building Typical 'F', Dimension, and Roof Plan	
SCALE	AS SHOWN	
REVISIONS		
NO.	DESCRIPTION	DATE

**J.H. KANNEY, INC.**  
ARCHITECTS

The Reserve at Lake Mary, a Condominium  
10000 Lake Mary Blvd., Suite 200, Lake Mary, FL 32746

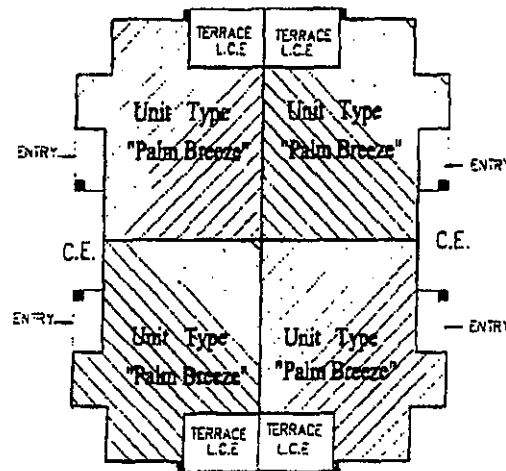
**EXHIBIT '2'**

83

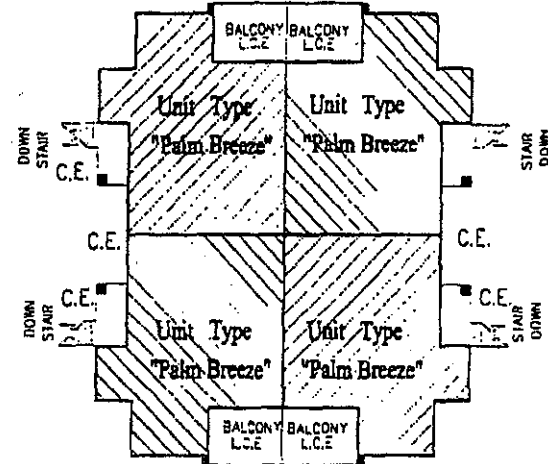


# The Reserve at Lake Mary, a Condominium

Building Typical 'F'. First, and Second Floor Plan  
(Buildings No. 6, 34, AND 40)



FIRST FLOOR PLAN



SECOND FLOOR PLAN

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET.  
ALL BALCONIES ARE LEASED COMMON ELEMENTS (L.C.E.)

**ABBREVIATIONS**

L.C.E. = LEASED COMMON ELEMENT  
C.E. = COMMON ELEMENT

**EXHIBIT '2'**

DATE	REVISIONS	BY

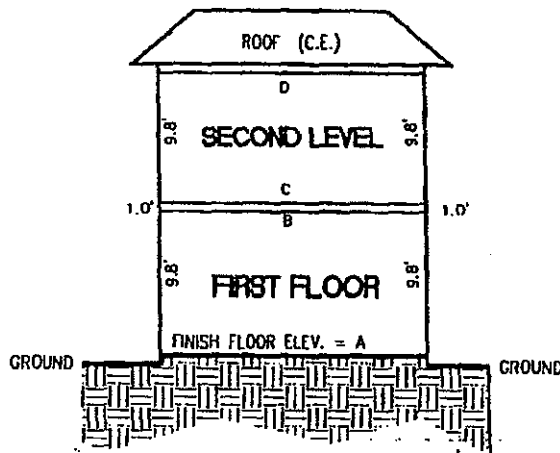
**J.H. MANUCY, INC.**  
Architects



**The Reserve at Lake Mary, a Condominium**  
733 SECRE HARBOUR LANE, LAKE MARY, FLORIDA 32746

DATE	REVISIONS	BY

**The Reserve at Lake Mary, a Condominium**  
**Building Typical "F", Elevation Plan (Buildings Nos. 6,34 and 40)**



**VERTICAL SECTION**

**Table of Elevations**

BUILDING TYPE "F"	A	B	C	D
#6	+59.20'	+69.00'	+70.00'	+79.80'
#34	+47.05'	+56.85'	+57.85'	+67.65'
#40	+50.03'	+59.83'	+60.83'	+70.63'

**ABBREVIATIONS**  
 U.C.E. - UNITS LIMITED COMMON ELEMENT  
 C.C.S. - DEMONS COMMON ELEMENT

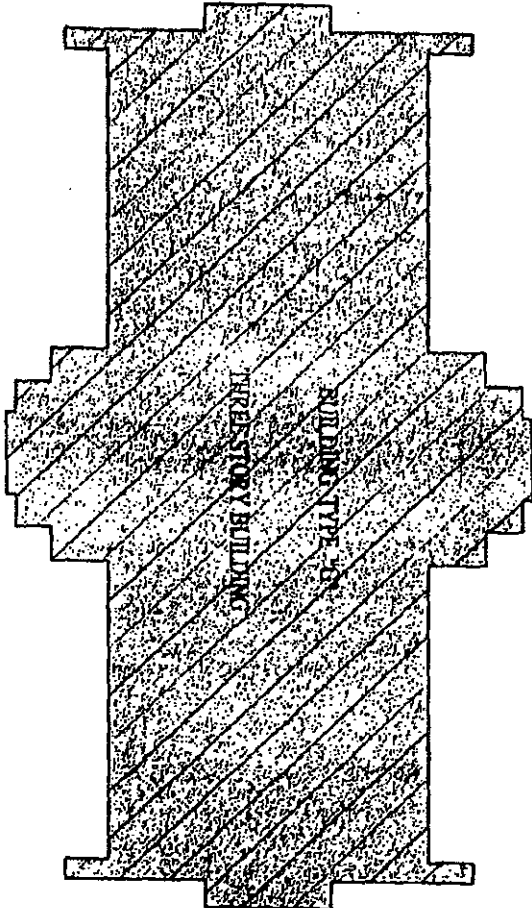
**EXHIBIT "2"**

<p><b>J.H. MANUCY, INC.</b>          ARCHITECTS</p>		<p><b>The Reserve at Lake Mary, a Condominium</b>          333 South Harbor Lane, Lake Mary, FL 32746</p>	<table border="1"> <tr> <td>DATE</td> <td>11/14/2004</td> </tr> <tr> <td>SCALE</td> <td>AS SHOWN</td> </tr> <tr> <td>PROJECT</td> <td>THE RESERVE AT LAKE MARY</td> </tr> <tr> <td>CLIENT</td> <td>THE RESERVE AT LAKE MARY, LLC</td> </tr> <tr> <td>DESIGNED BY</td> <td>J.H. MANUCY</td> </tr> <tr> <td>CHECKED BY</td> <td>J.H. MANUCY</td> </tr> <tr> <td>DATE</td> <td>11/14/2004</td> </tr> </table> <p><b>85</b></p>	DATE	11/14/2004	SCALE	AS SHOWN	PROJECT	THE RESERVE AT LAKE MARY	CLIENT	THE RESERVE AT LAKE MARY, LLC	DESIGNED BY	J.H. MANUCY	CHECKED BY	J.H. MANUCY	DATE	11/14/2004
DATE	11/14/2004																
SCALE	AS SHOWN																
PROJECT	THE RESERVE AT LAKE MARY																
CLIENT	THE RESERVE AT LAKE MARY, LLC																
DESIGNED BY	J.H. MANUCY																
CHECKED BY	J.H. MANUCY																
DATE	11/14/2004																





**The Reserve at Lake Mary, a Condominium**  
 Building Typical 'G' Dimension Plan (Buildings No.13, 33, AND 42)



DATE: ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET.  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



**ABBREVIATIONS**  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

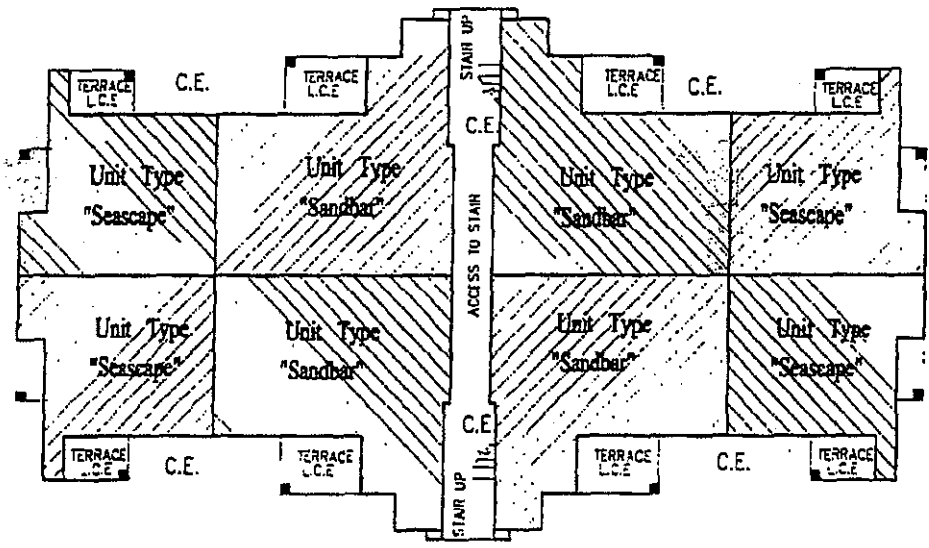
**EXHIBIT "2"**  
 86





# The Reserve at Lake Mary, a Condominium

Building Typical 'G'. First Floor Plan (Buildings No.13, 33, AND 42)



NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET.  
 (L.C.E.) DENOTES COMMON ELEMENTS  
 (C.E.) DENOTES COMMON ELEMENTS

ABBREVIATIONS  
 (L.C.E.) DENOTES COMMON ELEMENTS  
 (C.E.) DENOTES COMMON ELEMENTS

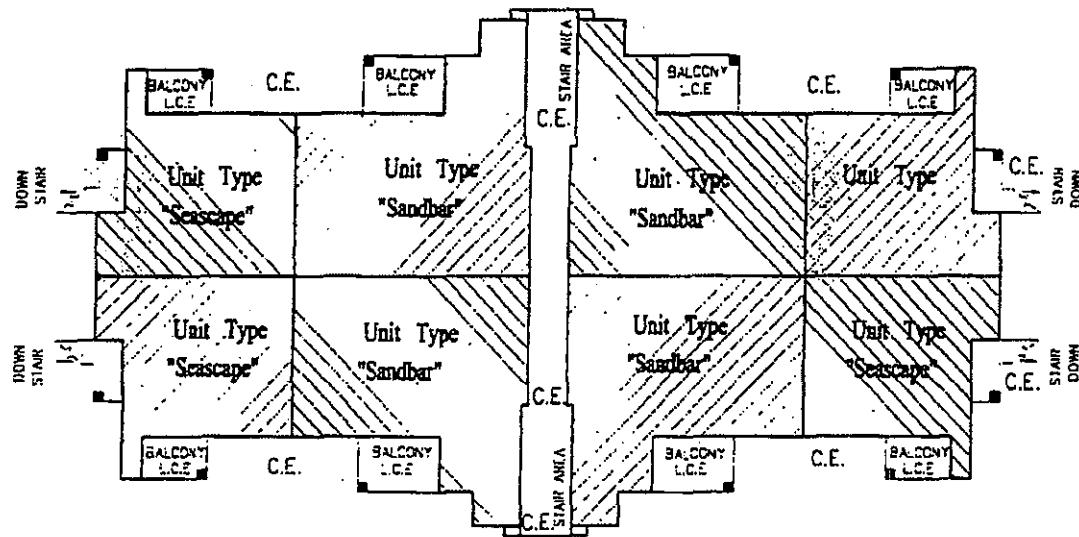
EXHIBIT "2"

		PROJECT NAME <b>The Reserve at Lake Mary, a Condominium</b>	DATE 12/15/2011
		711 SLOCUM HARBOR LANE, LAKE MARY, FLORIDA 32746	SHEET NO. <b>87</b>



# The Reserve at Lake Mary, a Condominium

Building Typical 'G'. Second Floor Plan (Buildings No.13, 33, AND 42)



**ABBREVIATIONS**

C.E. = DENOTES LIMITED COMMON ELEMENT  
 L.C.E. = DENOTES COMMON ELEMENT

**EXHIBIT '2'**

ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET  
 UNLESS OTHERWISE SPECIFIED

DATE	REVISION



**The Reserve at Lake Mary, a Condominium**  
 111 SEVEN HATCH LANE, SUITE 400, FLORIDA 32746

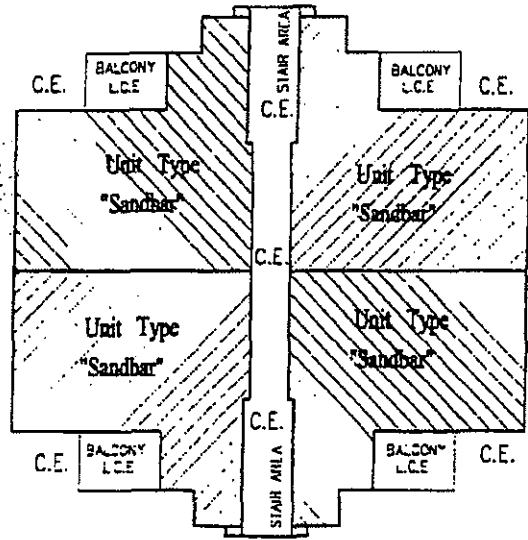
PROJECT NO.	
DATE	

GRAPHIC SCALE



# The Reserve at Lake Mary, a Condominium

## Building Typical 'G'. Third Floor Plan (Buildings No.13, 33, AND 42)



**ABBREVIATIONS**  
 L.C.E. - LIMITED COMMON ELEMENT  
 C.E. - COMMON ELEMENT

**NOTES**  
 ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET  
 UNLESS OTHERWISE NOTED OTHERWISE

### EXHIBIT '2'

DATE: 11/15/1988
PROJECT: THE RESERVE AT LAKE MARY, A CONDOMINIUM
SCALE: AS SHOWN
BY: [Signature]
CHECKED: [Signature]
DATE: 11/15/1988



**The Reserve at Lake Mary, a Condominium**  
 111 SOUTH HANCOCK AVE. LAKE MARY, FLORIDA 32746

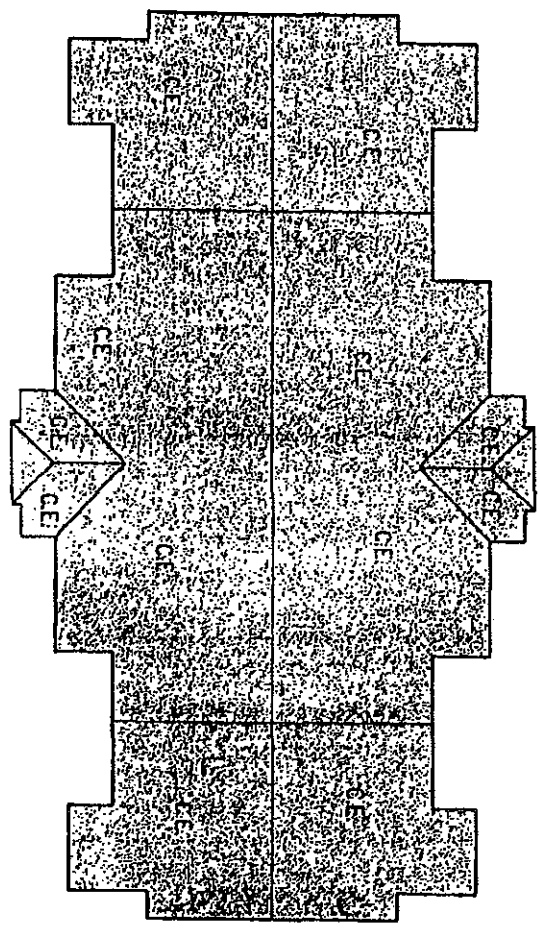
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DATE: 11/15/1988
PROJECT: THE RESERVE AT LAKE MARY, A CONDOMINIUM
SCALE: AS SHOWN
BY: [Signature]
CHECKED: [Signature]
DATE: 11/15/1988

Book6016/Page131 CFN#2005206443



# The Reserve at Lake Mary, a Condominium

## Building Typical 'G' Roof Plan (Buildings No.13, 39, AND 42)



NOTE: ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

KEEP ROOFERS LASTED DOWN. CLEAN! KEEP ROOFERS DOWN. CLEAN!

**ABBREVIATIONS**

CE - CONCRETE

**O.J.H. MANUFACTURING, INC.**

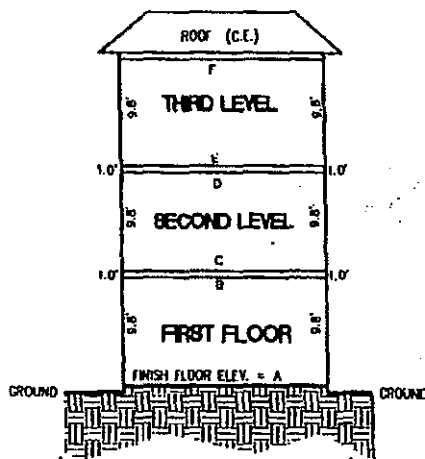
The Reserve at Lake Mary, a Condominium

711 SOUTH HANCOCK AVE. LAKE MARY, FLORIDA 32746

**EXHIBIT '2'**

90

**The Reserve at Lake Mary, a Condominium**  
**Building Typical 'G', Elevation Plan (Buildings Nos. 3,33 and 42)**



**VERTICAL SECTION**

**Table of Elevations**

BUILDING TYPE "G"	A	B	C	D	E	F
#3	+60.05'	+69.85'	+70.85'	+80.65'	+81.65'	+91.45'
#33	+49.78'	+59.58'	+60.58'	+70.38'	+71.38'	+81.18'
#42	+62.67'	+72.47'	+73.47'	+83.27'	+84.27'	+94.07'

**ABBREVIATIONS**  
 (C.E.) - FINISH COMMON ELEMENT  
 (C.I.) - FINISH COMMON ELEMENT

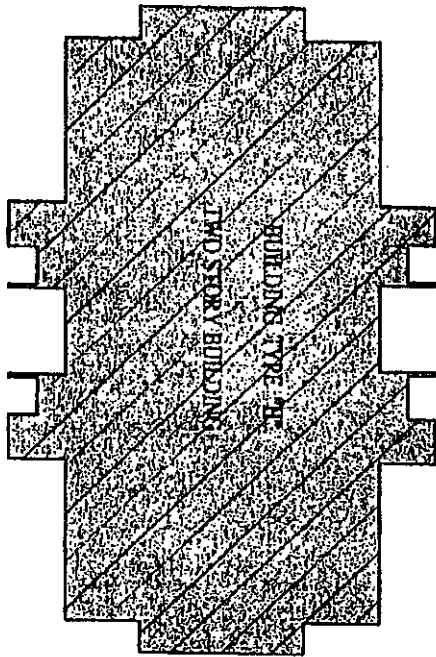
**EXHIBIT '2'**

<p><b>J.H. MANUCY, INC.</b>          ARCHITECTS</p>	<p><b>The Reserve at Lake Mary, a Condominium</b>          733 North Harbor Lane, Lake Mary, FL 32746</p>	DATE: 11/11/03 DRAWN BY: JHM CHECKED BY: JHM PROJECT NO.: 03-001 SHEET NO.: 91 TOTAL SHEETS: 91
		<b>91</b>

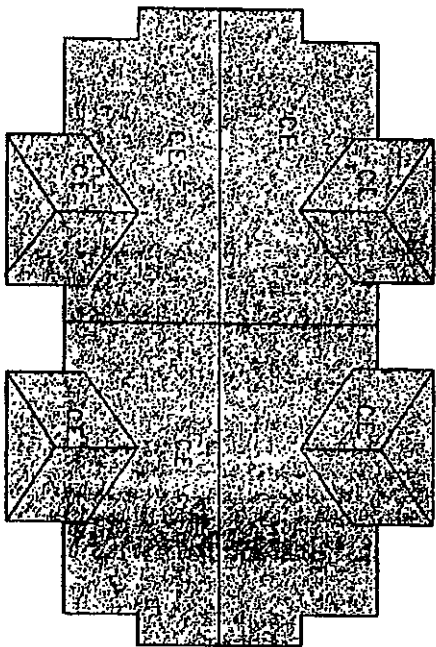


# The Reserve at Lake Mary, a Condominium

GRAPHIC SCALE 0' 10' 20' 30' Building Typical "H" Dimension, and Roof Plan (Buildings No.14, AND 39)



DIMENSION PLAN



ROOF PLAN

NOTES: ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET.

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

DATE	DESCRIPTION

**J.H. MANLEY, INC.**  
ARCHITECTS



The Reserve at Lake Mary, a Condominium  
215 SOUTH LAKELAND AVENUE, SUITE 200, LAKELAND, FL 33801

PROJECT NO.	
DATE	

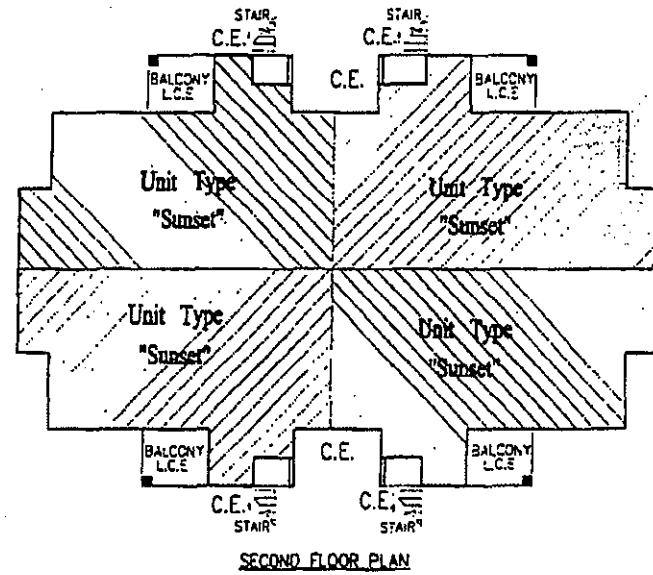
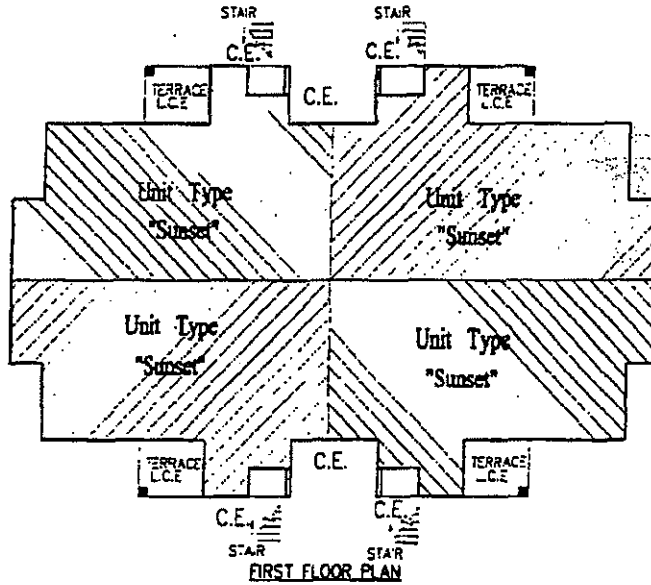
**EXHIBIT "2"**

92



# The Reserve at Lake Mary, a Condominium

Building Typical 'H'. First, and Second Floor Plan (Buildings No.14, AND 39)



**ABBREVIATIONS**

(L.C.E.) - LOCHES LIMITED COMMON ELEMENTS  
 (C.E.) - COMMON ELEMENTS

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET  
 ALL BALCONIES ARE LIMITED COMMON ELEMENTS (L.C.E.)

DATE: _____	BY: _____
CHECKED: _____	DATE: _____
APPROVED: _____	DATE: _____

**J.H. MANUCY, INC.**  
 ARCHITECTS

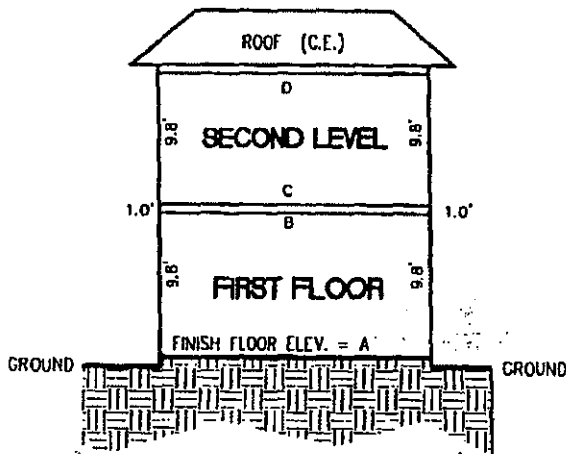
**The Reserve at Lake Mary, a Condominium**  
 733 SOUTH HARBOR LANE, LAKE MARY, FLORIDA 32746

**EXHIBIT '2'**

DATE: JAN 21, 2008	93
CONDOMINIUM PLAN	

Book6016/Page135 CFN#2005206443

# The Reserve at Lake Mary, a Condominium Building Typical 'H', Elevation Plan (Buildings Nos. 14 and 39)



## VERTICAL SECTION

### Table of Elevations

BUILDING TYPE "H"	A	B	C	D
#14	+61.50'	+71.30'	+72.30'	+82.10'
#39	+47.10'	+56.90'	+57.90'	+67.70'

ABBREVIATIONS  
 (C.E.) - CEILING FINISH ELEMENT  
 (C.F.) - WINDOW COMMON ELEMENT

EXHIBIT '2'

J.H. MANUCY, INC. The Reserve at Lake Mary, a Condominium 94

222 Sunset Harbor Lane, Lake Mary, FL 32746

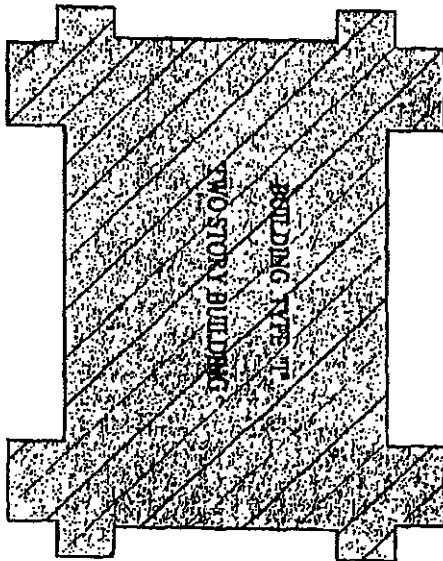


DRAWING SCALE

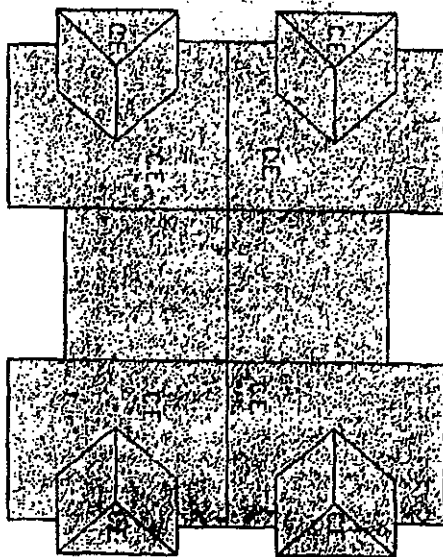


# The Reserve at Lake Mary, a Condominium

Building Typical "1". Dimension, and Roof Plan  
(Buildings No. 15, 35, AND 37)



DIMENSION PLAN



ROOF PLAN

### ABBREVIATIONS

ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET.  
ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.  
ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.

NO.	REVISIONS	DATE	BY	CHKD.

**OJH MANUCKY, INC.**  
ARCHITECTS  
111 SOUTH HAVEN DRIVE, SUITE 200  
LAKE MARY, FLORIDA 32746  
TEL: 407-328-1111



The Reserve at Lake Mary, a Condominium  
111 SOUTH HAVEN DRIVE, SUITE 200  
LAKE MARY, FLORIDA 32746

DATE	
BY	
CHKD.	

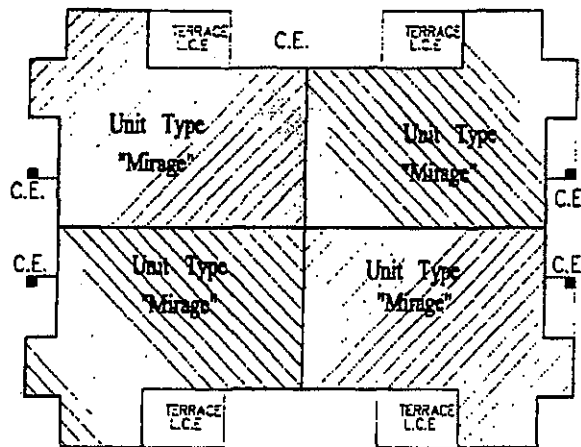
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95

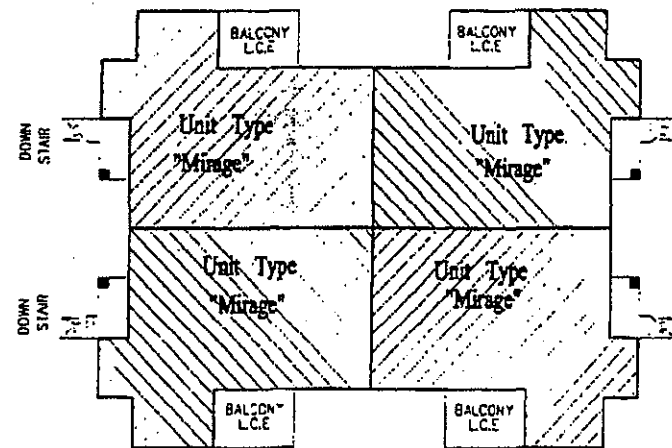


# The Reserve at Lake Mary, a Condominium

Building Typical 'I'. First, and Second Floor Plan  
(Buildings No.15, 35, AND 37)



FIRST FLOOR PLAN



SECOND FLOOR PLAN

NOTE  
-ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET  
-ALL BALCONIES ARE IN THE COMMON ELEMENTS (L.C.E.)

ABBREVIATIONS  
(L.C.E.)= DENOTES LIMITED COMMON ELEMENT  
(C.E.)= DENOTES COMMON ELEMENT

EXHIBIT '2'

DATE	REVISIONS

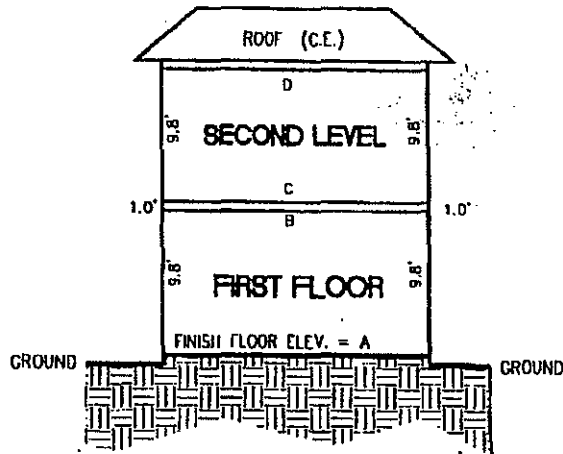
**O.J.H. MANUCY, INC.**  
ARCHITECTS



PROJECT NAME  
**The Reserve at Lake Mary, a Condominium**  
111 SECRE\* HARBOR LAKE, LAKE MARY, FLORIDA 32746

Scale	1/4" = 1'-0"
Author	J.H.M.
Check	J.H.M.
Date	08/11/00
Sheet No.	96
Total Sheets	100

**The Reserve at Lake Mary, a Condominium**  
**Building Typical "1", Elevation Plan (Buildings Nos. 15,35 and 37)**



**VERTICAL SECTION**

**Table of Elevations**

BUILDING TYPE "1"	A	B	C	D
#15	+63.22'	+73.02'	+74.02'	+83.82'
#35	+45.22'	+55.02'	+56.02'	+65.82'
#37	+44.23'	+54.03'	+55.03'	+64.83'

**ABBREVIATIONS**  
 (C.E.) - OWNER'S COMMON ELEMENT  
 (E.C.) - OWNER'S COMMON ELEMENT

**EXHIBIT "2"**

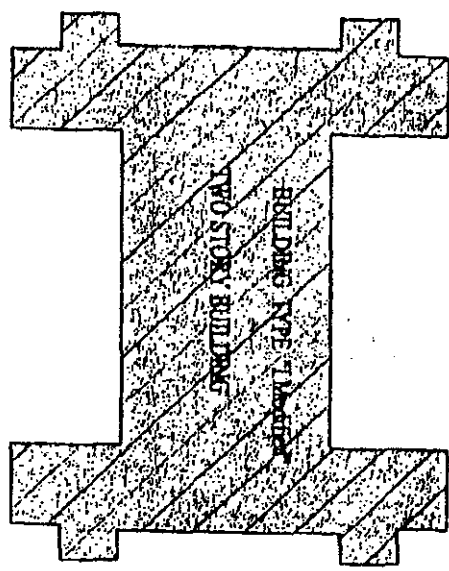
<p><b>J.H. MANUCY, INC.</b>                  ARCHITECTS</p>	<p><b>The Reserve at Lake Mary, a Condominium</b>                  733 South Lake Mary Lane, Lake Mary, FL 32746</p>	DATE: 10/15/01 DRAWN BY: JHM CHECKED BY: JHM SCALE: AS SHOWN SHEET NO.: 97 TOTAL SHEETS: 100
		97

GRAPHIC SCALE

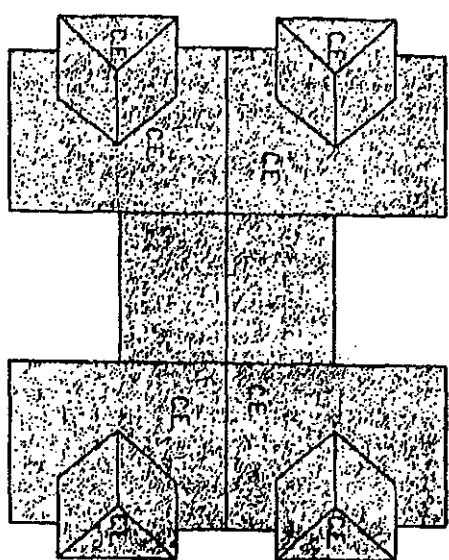


# The Reserve at Lake Mary, a Condominium

Building Typical "1 Modified": Dimension, and Roof Plan  
(Buildings No. 41)



DIMENSION PLAN



ROOF PLAN

ABBREVIATIONS

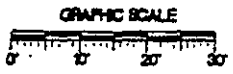
CE: CONCRETE  
P: PAVEMENT

THE RESERVE AT LAKE MARY, A CONDOMINIUM  
111 EAST WINDY HILL, LAKE MARY, FLORIDA 32746  
PH: 407-329-1111  
FAX: 407-329-1112



The Reserve at Lake Mary, a Condominium  
111 East Windy Hill, Lake Mary, Florida 32746  
PH: 407-329-1111  
FAX: 407-329-1112

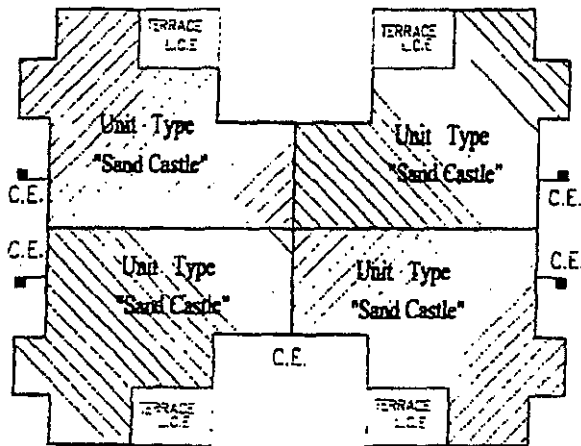
EXHIBIT '2'



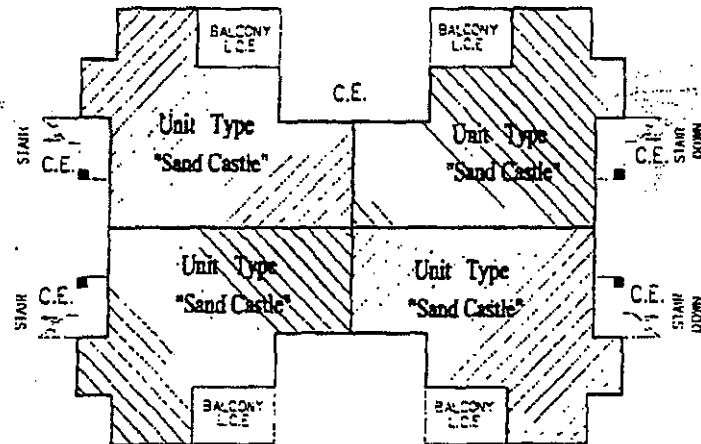
# The Reserve at Lake Mary, a Condominium

## Building Typical 'I Modified'. First, and Second Floor Plan

(Buildings No. 41)



FIRST FLOOR PLAN



SECOND FLOOR PLAN

**ABBREVIATIONS**

ALL DIMENSIONS ARE IN FEET AND INCHES OF FEET  
 UNLESS OTHERWISE SPECIFIED  
 UNLESS OTHERWISE SPECIFIED

NOTE: ALL DIMENSIONS ARE IN FEET AND INCHES OF FEET  
 UNLESS OTHERWISE SPECIFIED  
 UNLESS OTHERWISE SPECIFIED

**EXHIBIT '2'**

DATE	1/11/2006
BY	J.H. MANUCY, INC.
CHECKED	
APPROVED	

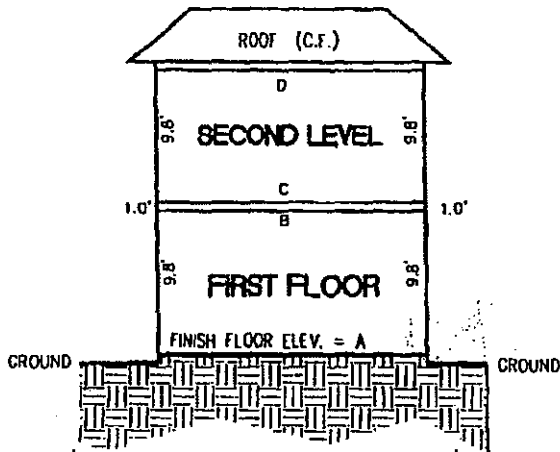
**J.H. MANUCY, INC.**

**The Reserve at Lake Mary, a Condominium**

732 SOUTH HANCOCK AVE., LAKE MARY, FLORIDA 32746

NO.	99
DATE	1/11/2006
BY	J.H. MANUCY, INC.
CHECKED	
APPROVED	

# The Reserve at Lake Mary, a Condominium Building Typical "I Modified", Elevation Plan (Building No 41)



## VERTICAL SECTION

### Table of Elevations

BUILDING TYPE "I Modified"	A	B	C	D
41	+53.29'	+63.09'	+64.09'	+73.89'

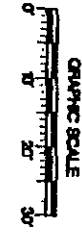
**ABBREVIATIONS**  
 (C.F.)- DENOTES COMMON ELEMENT  
 (C.F.)- DENOTES COMMON ELEMENT

**EXHIBIT "2"**

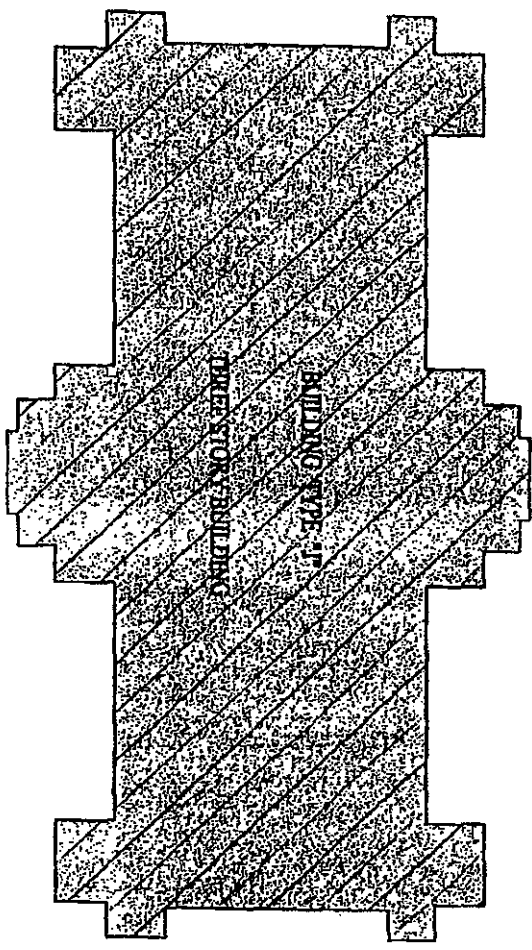


The Reserve at Lake Mary, a Condominium  
 733 North Harbor Lane, Lake Mary, FL 32746

DATE	10/15/00
BY	J.H. Manucy
PROJECT	The Reserve at Lake Mary, a Condominium
SCALE	AS SHOWN
PROJECT NO.	100



**The Reserve at Lake Mary, a Condominium**  
**Building Typical 'J'. Dimension Plan (Buildings No. 32, 36 AND 38)**



**NOTES:**  
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.  
 2. THE DIMENSIONS ARE TO THE CENTER OF WALLS UNLESS OTHERWISE NOTED.  
 3. SEE SHEET 'K' FOR FINISHES AND SCHEDULES.



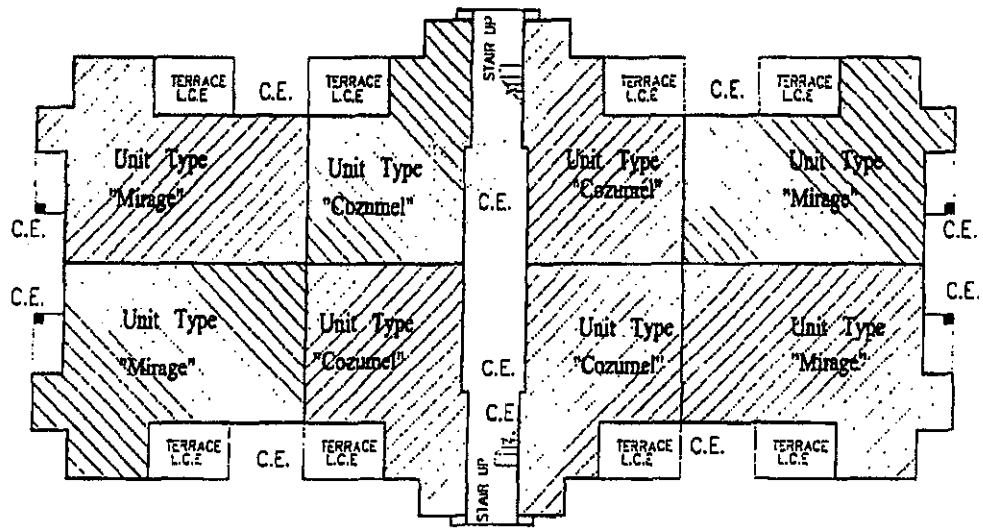
**The Reserve at Lake Mary, a Condominium**  
 323 SOUTH GARDEN, J.M. INC. UNIT 1000A JPH

**EXHIBIT '2'**  
 101



# The Reserve at Lake Mary, a Condominium

## Building Typical "J". First Floor Plan (Buildings No. 32, 36 AND 38)



NOTES:  
 - ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET  
 - ALL BALCONIES ARE LIMITED COMMON ELEMENTS EXCEPT

ABBREVIATIONS  
 (L.C.E.) = DENOTES LIMITED COMMON ELEMENT  
 (C.E.) = DENOTES COMMON ELEMENT

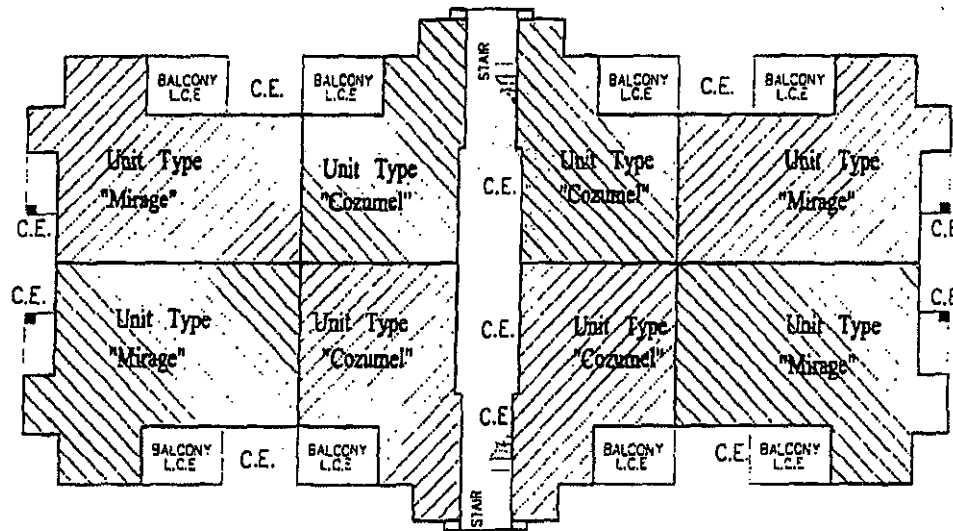
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		PROJECT NAME <b>The Reserve at Lake Mary, a Condominium</b>	SHEET NO. <b>102</b>
		7335 S.W. 11th Avenue, Lake Mary, Florida 32746	DATE 11/11/03



# The Reserve at Lake Mary, a Condominium

Building Typical 'J'. Second Floor Plan (Buildings No. 32, 36 AND 38)



NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET.  
BALCONIES ARE UNITS COMMON ELEMENTS (L.C.E.)

### ABBREVIATIONS

L.C.E. = DENOTES LIMITED COMMON ELEMENT  
C.E. = DENOTES COMMON ELEMENT

EXHIBIT "2"

NO.	REVISIONS	DATE	BY

**J.H. MANUCY, INC.**  
Architects



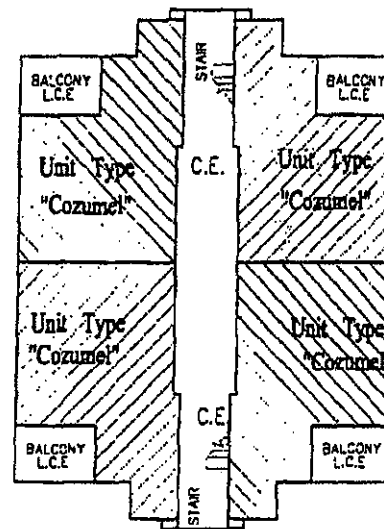
PROJECT NAME:  
**The Reserve at Lake Mary, a Condominium**  
723 SENECA WAPOR LANE, LAKE MARY, FLORIDA 32746

DATE: 08/26/03	SCALE: 1/8" = 1'-0"	103
PROJECT: 03-001	DATE: 08/26/03	



# The Reserve at Lake Mary, a Condominium

Building Typical 'J'. Third Floor Plan (Buildings No. 32, 36 AND 38)



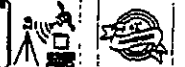
NOTE - ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET  
 L.C.E. = LIMITED COMMON ELEMENTS  
 C.E. = COMMON ELEMENTS

### ABBREVIATIONS

L.C.E. = LIMITED COMMON ELEMENTS  
 C.E. = COMMON ELEMENTS

EXHIBIT '2'

DATE	DESCRIPTION



**The Reserve at Lake Mary, a Condominium**  
 133 SECRET HARBOR LANE, LAKE MARY, FLORIDA 32746

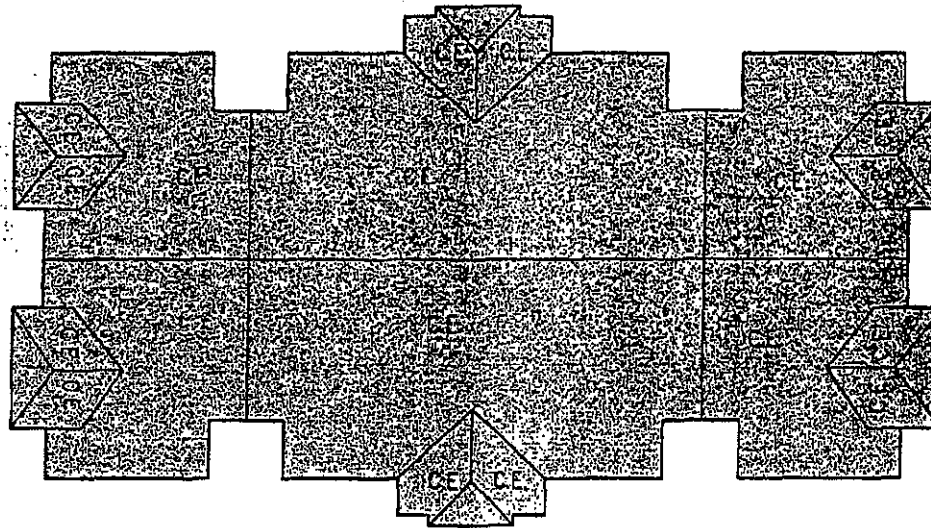
DATE: 12/31/99	<b>104</b>
SCALE: AS SHOWN	
PROJECT: 010	
DATE: 12/31/99	

Book6016/Page146 CFN#2005206443



# The Reserve at Lake Mary, a Condominium

## Building Typical 'J'. Roof Plan (Buildings No. 32, 36 AND 38)



NOTES  
 -ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET  
 -ALL BALCONIES ARE PART OF COMMON ELEMENTS U.C.C.

ABBREVIATIONS

(U.C.C.)= DENOTES UNITED COMMON ELEMENTS  
 (C.C.)= DENOTES COMMON ELEMENTS

EXHIBIT '2'

NO.	REVISIONS	DATE

**J.H. MANUCY, INC.**  
 ARCHITECTS  
 1100 N. W. 10th St., Suite 200  
 Ft. Lauderdale, Florida 33304  
 Phone: (305) 555-1100

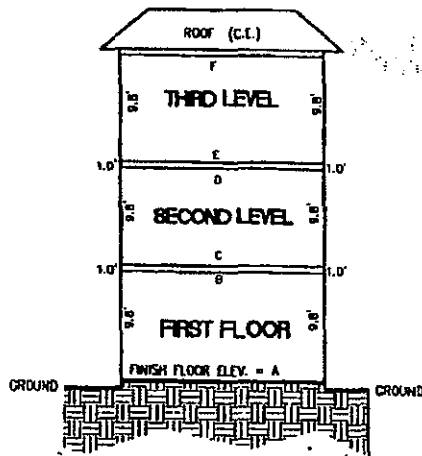


PROJECT NAME  
**The Reserve at Lake Mary, a Condominium**  
 7311 SECRET HARBOR LANE, LAKE MARY, FLORIDA 32746

DATE	ISSUED FOR

105

**The Reserve at Lake Mary, a Condominium**  
 Building Typical 'J', Elevation Plan (Buildings Nos. 32,36 and 38)



**VERTICAL SECTION**

**Table of Elevations**

BUILDING TYPE 'J'	A	B	C	D	E	F
#32	+52.97'	+67.77'	+68.77'	+78.57'	+79.57'	+89.37'
#36	+45.33'	+55.13'	+56.13'	+65.93'	+66.93'	+76.73'
#38	+43.14'	+52.94'	+53.94'	+63.74'	+64.74'	+74.54'

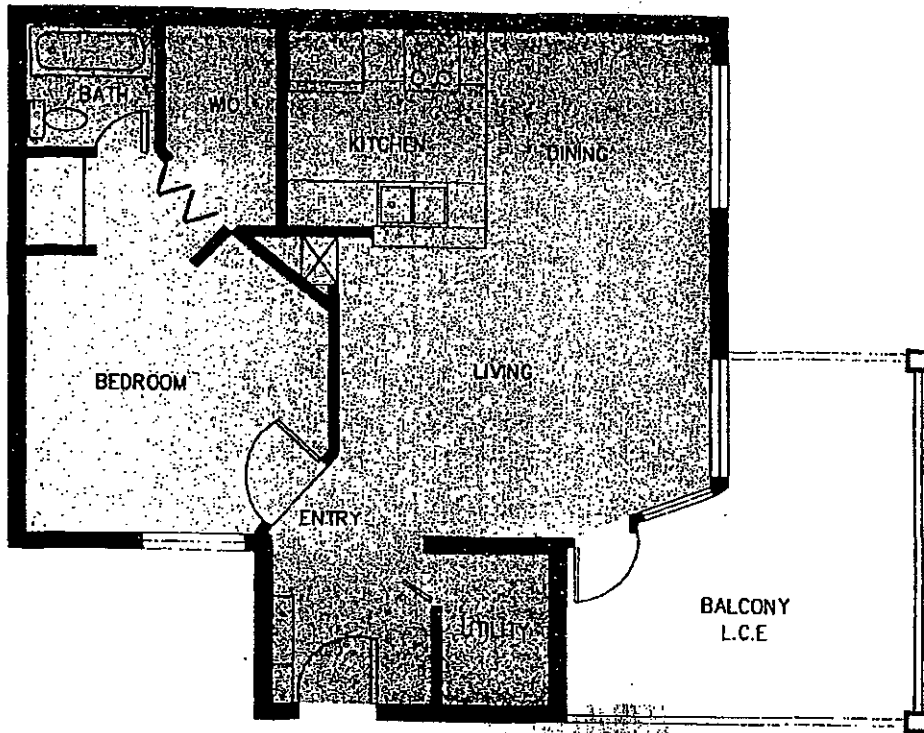
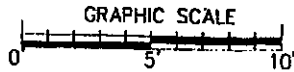
**ABBREVIATIONS**  
 (C.E.) - DENOTES LIMITED COMMON ELEMENT  
 (C.F.) - DENOTES COMMON ELEMENT

**EXHIBIT '2'**

<p><b>J.H. MANUCY, INC.</b>                  ARCHITECTS</p>	<p><b>The Reserve at Lake Mary, a Condominium</b>                  733 South Harbor Lake, Lake Mary, FL 32716</p>	DATE: 11/11/03 DRAWING NO.: 106 SHEET NO.: 106 OF 106
		106

# The Reserve at Lake Mary, a Condominium

## Type Unit 'Calyso'



Type Unit 'Calyso'

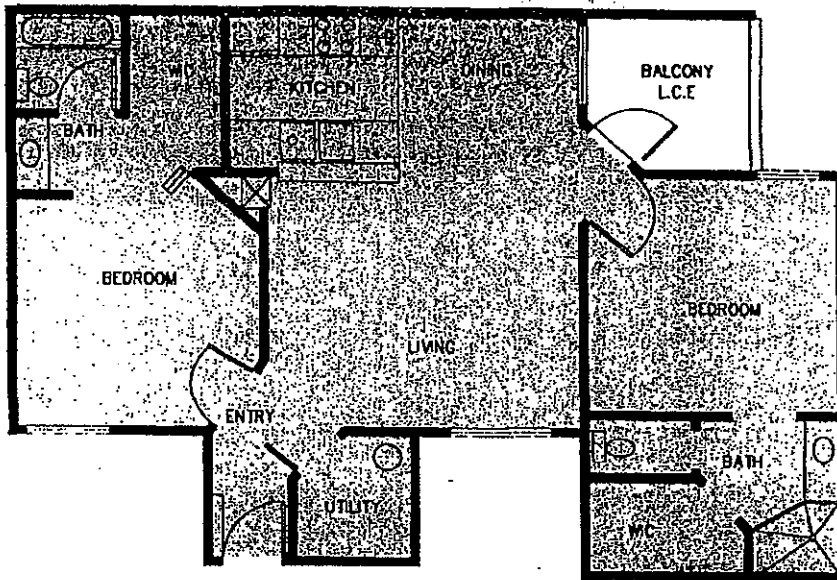
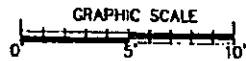
**ABBREVIATIONS**  
 (C.L.)- DENOTES LIMITED COMMON ELEMENT  
 (C.E.)- DENOTES COMMON ELEMENT

**EXHIBIT '2'**

		The Reserve at Lake Mary, a Condominium 125 Sunset Harbor Lane, Lake Mary, FL 32746	Scale: 1/8" = 1'-0" Date: 08/14/08 Drawn by: J. Smith Checked by: J. Smith Title: Floor Plan	<b>107</b> 10/14/08
			© 2008 J.H. Manucy, Inc. All Rights Reserved.	



# The Reserve at Lake Mary, a Condominium Type Unit "Coral Reef"



Type Unit "Coral Reef"

**ABBREVIATIONS**

(L.C.E.)- DENOTES LIMITED COMMON ELEMENT  
(C.E.)- DENOTES COMMON ELEMENT

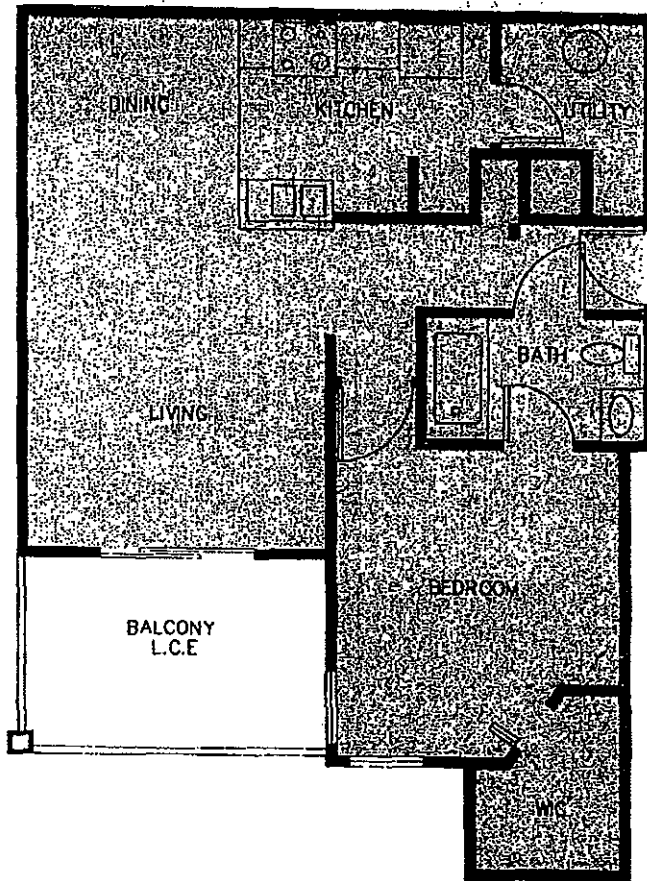
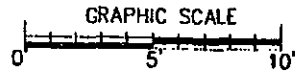
**EXHIBIT "2"**

<p><b>J.H. MANUCY, INC.</b> Architects</p>		<p><b>The Reserve at Lake Mary, a Condominium</b> 233 Silver Horse Lane, Lake Mary, FL 32746</p>	<p><b>108</b></p>
--	--	--	-------------------



# The Reserve at Lake Mary, a Condominium

## Type Unit "Cozumel"



Type Unit "Cozumel"

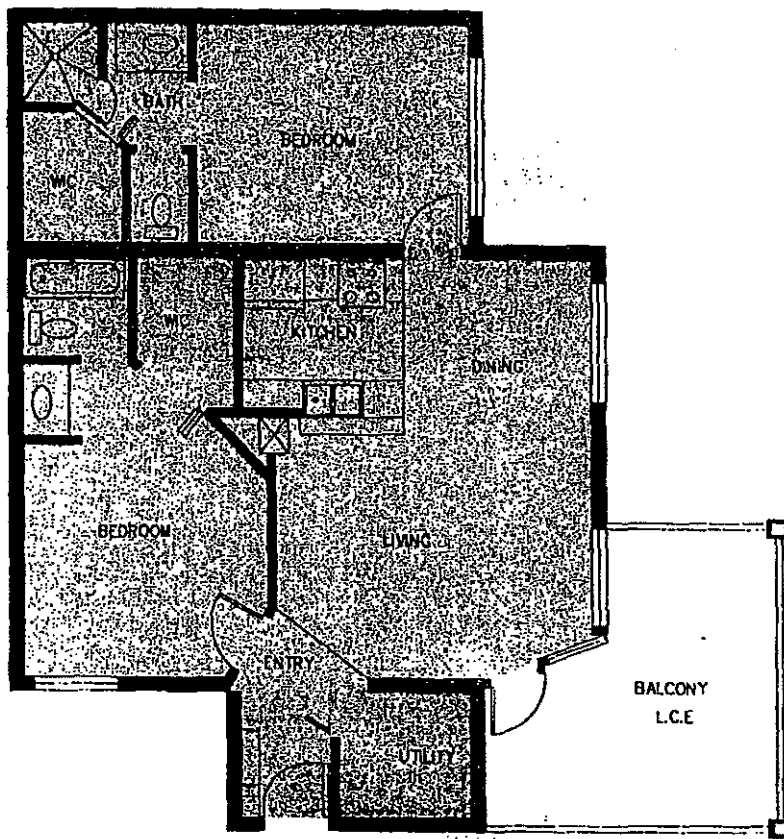
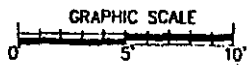
**ABBREVIATIONS**  
 (L.C.E.) - DENOTES LIMITED COMMON ELEMENT  
 (C.E.) - DENOTES COMMON ELEMENT

**EXHIBIT "2"**

<p><b>J.H. MANACY, INC.</b>          ARCHITECTS</p>		<p><b>The Reserve at Lake Mary, a Condominium</b>          733 South Maple Lane, Lake Mary, FL 32743</p>	<p>DATE: 10/15/03          DRAWN BY: JHM          CHECKED BY: JHM          APPROVED BY: JHM</p>	<p><b>109</b></p>
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# The Reserve at Lake Mary, a Condominium Type Unit 'Flamingo'



Type Unit 'Flamingo'

**ABBREVIATIONS**  
 (L.C.E.) DENOTES LIMITED COMMON ELEMENT  
 (C.C.) DENOTES COMMON ELEMENT

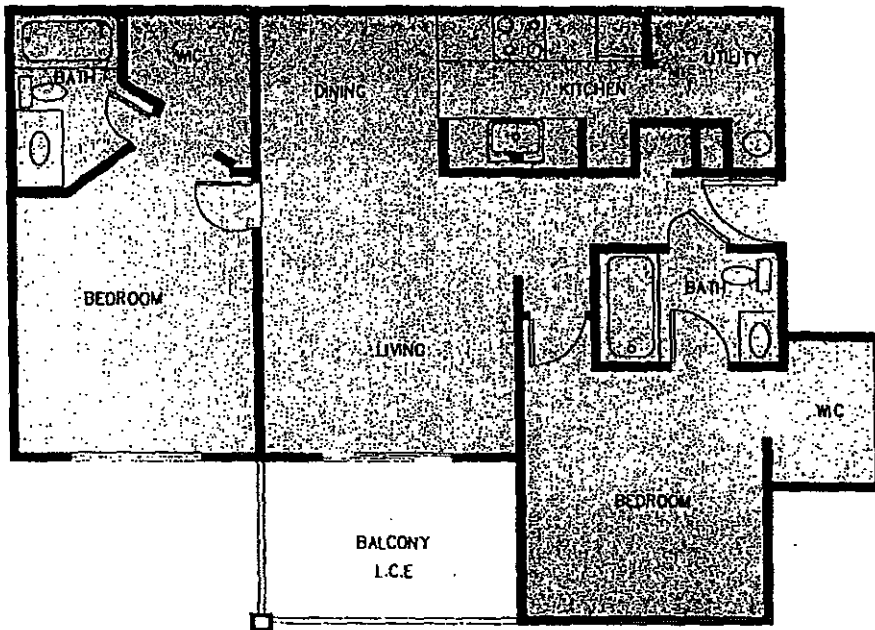
**EXHIBIT '2'**

<p><b>J.H. MANDUCY, INC.</b> Architectural Firm</p>		<p><b>The Reserve at Lake Mary, a Condominium</b> 333 Grand Harbor Lane, Lake Mary, FL 32746</p>	<p>Scale: 1/8" = 1'-0"</p>	<p><b>110</b></p>
			<p>DATE: 11/11/03</p>	





# The Reserve at Lake Mary, a Condominium Type Unit 'Mirage'



Type Unit 'Mirage'

**ABBREVIATIONS**  
 (C.E.) - DENOTES COMMON ELEMENT  
 (C.A.) - DENOTES COMMON AREA

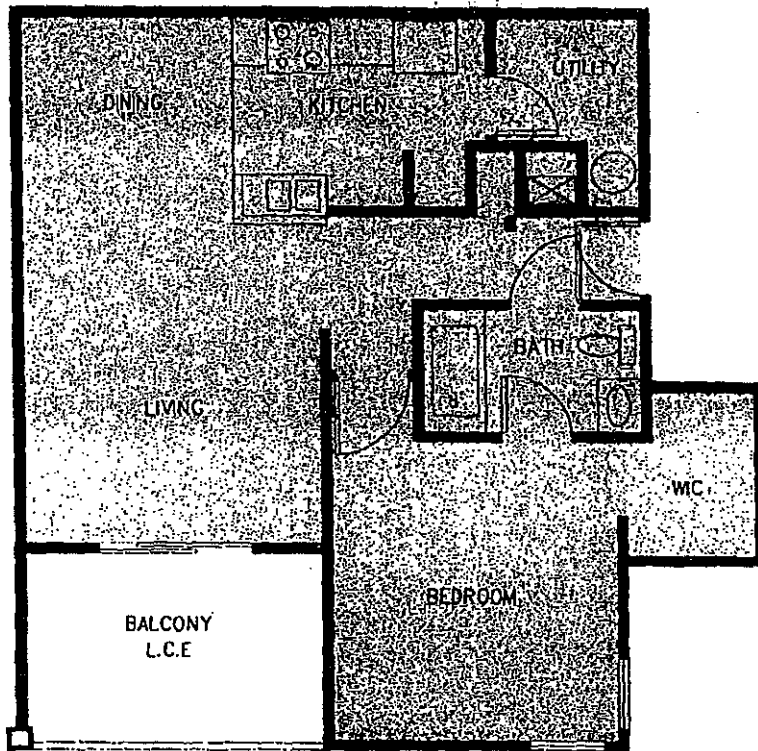
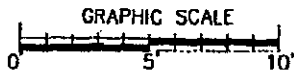
**EXHIBIT '2'**

<p><b>J.H. MANUCY, INC.</b> Architects &amp; Engineers 10000 Lake Nona Blvd., Suite 100 Lake Nona, FL 32159 Phone: (407) 277-1100 Fax: (407) 277-1101</p>	<p><b>The Reserve at Lake Mary, a Condominium</b> 333 Secret Harbor Lane, Lake Mary, FL 32746 Phone: (407) 277-1100</p>	<p><b>111</b></p>
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# The Reserve at Lake Mary, a Condominium

## Type Unit 'Palm Breeze'



Type Unit 'Palm Breeze'

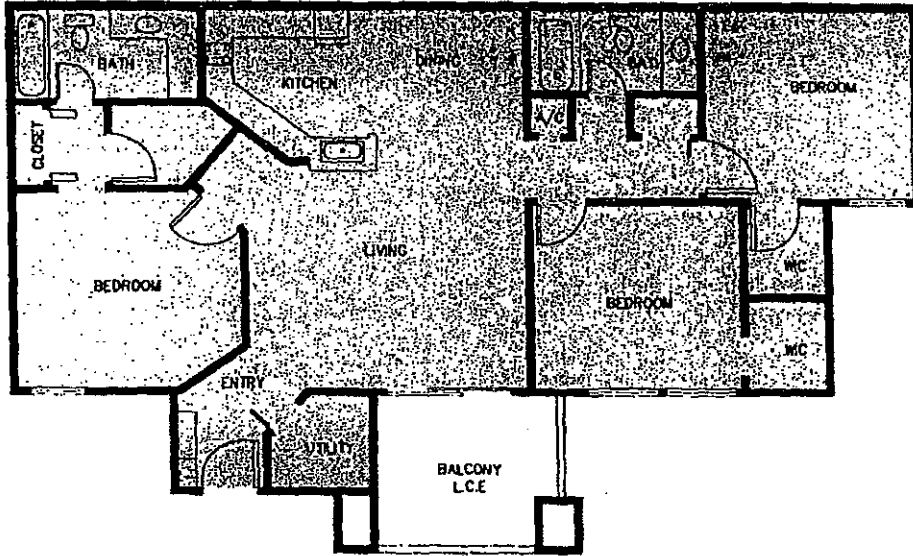
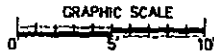
**ABBREVIATIONS**  
 (L.C.E.)- OWNER'S LIMITED COMMON ELEMENT  
 (C.C.)- OWNER'S COMMON ELEMENT

**EXHIBIT '2'**

<p><b>J.H. MANUCY, INC.</b>          12001 Lake Mary Road          Lake Mary, FL 32746          Phone: 407-329-1111</p>		<p><b>The Reserve at Lake Mary, a Condominium</b>          12001 Lake Mary Road, Lake Mary, FL 32746</p>	<p><b>112</b></p>
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# The Reserve at Lake Mary, a Condominium Type Unit 'Paradise'



Type Unit 'Paradise'

**ABBREVIATIONS**

(L.C.E.) - DENOTES LIMITED COMMON ELEMENT  
(C.L.) - DENOTES COMMON ELEMENT

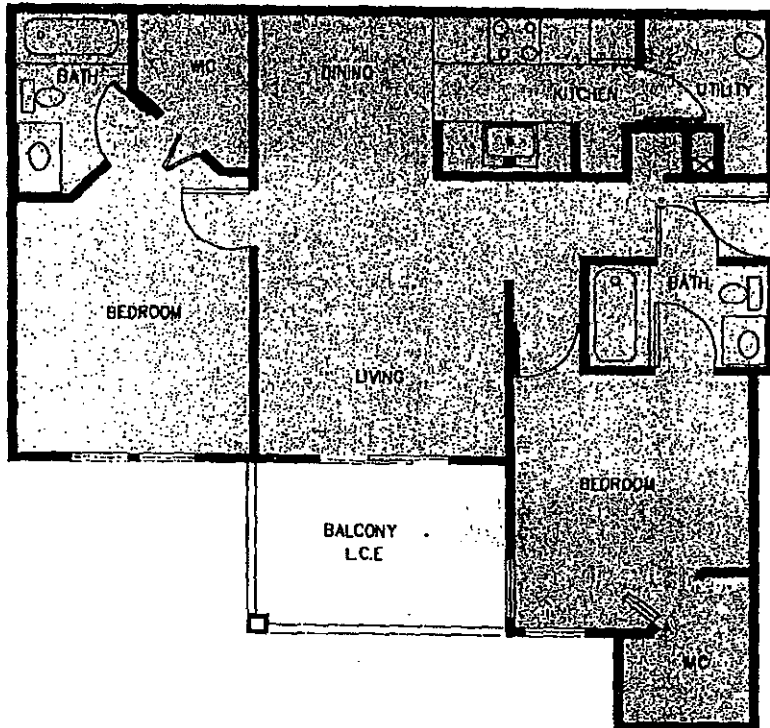
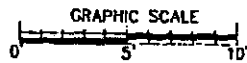
**EXHIBIT "2"**

<p><b>J.H. MANUCY, INC.</b> Architects</p>		<p><b>The Reserve at Lake Mary, a Condominium</b> 233 Sunset Park Lane, Lake Mary, FL 32746</p>	<p>Scale: As Shown Date: 11/24/94 Sheet: 113 of 113 Project: The Reserve at Lake Mary, a Condominium Drawing No.: 113-1134</p>	<p><b>113</b></p>
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# The Reserve at Lake Mary, a Condominium

## Type Unit "Sandbar"



Type Unit "Sandbar"

**ABBREVIATIONS**  
 (L.C.E.)- OWNER'S LIMITED COMMON ELEMENT  
 (C.E.)- OWNER'S COMMON ELEMENT

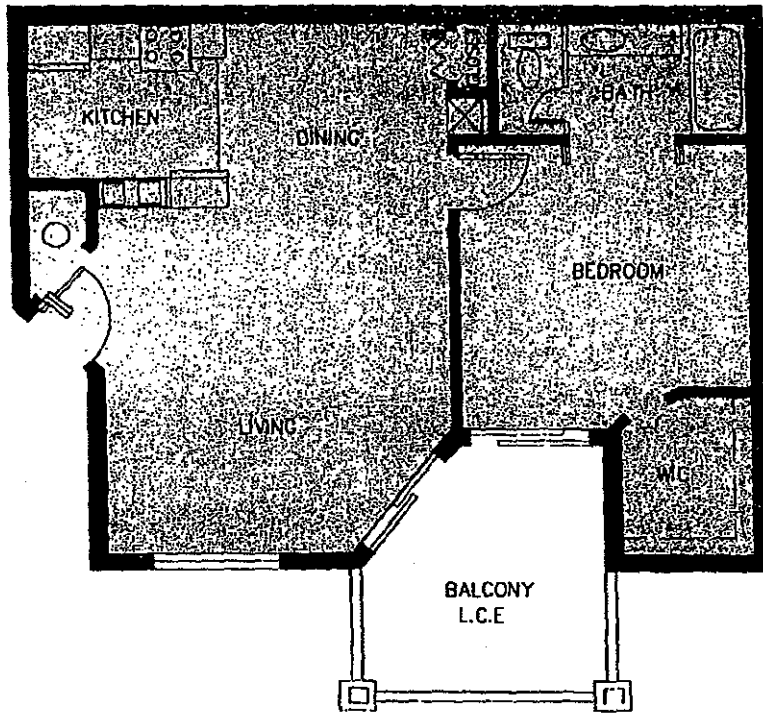
**EXHIBIT '2'**

			<b>The Reserve at Lake Mary, a Condominium</b> 733 South Orange Lake, Lake Mary, FL 32746		114 11/14/03
			Date: 11/14/03 Scale: 1/8" = 1'-0" Project: The Reserve at Lake Mary, a Condominium Drawing: 114	Designer: J.H. Manucy, Inc. Checker: J.H. Manucy, Inc. Title: Architect	



# The Reserve at Lake Mary, a Condominium

## Type Unit 'Sea Breeze'



Type Unit 'Sea Breeze'

**ABBREVIATIONS**  
 B.C.E. - REMOVES COMMON ELEMENT  
 C.C.F. - COMMON ELEMENT

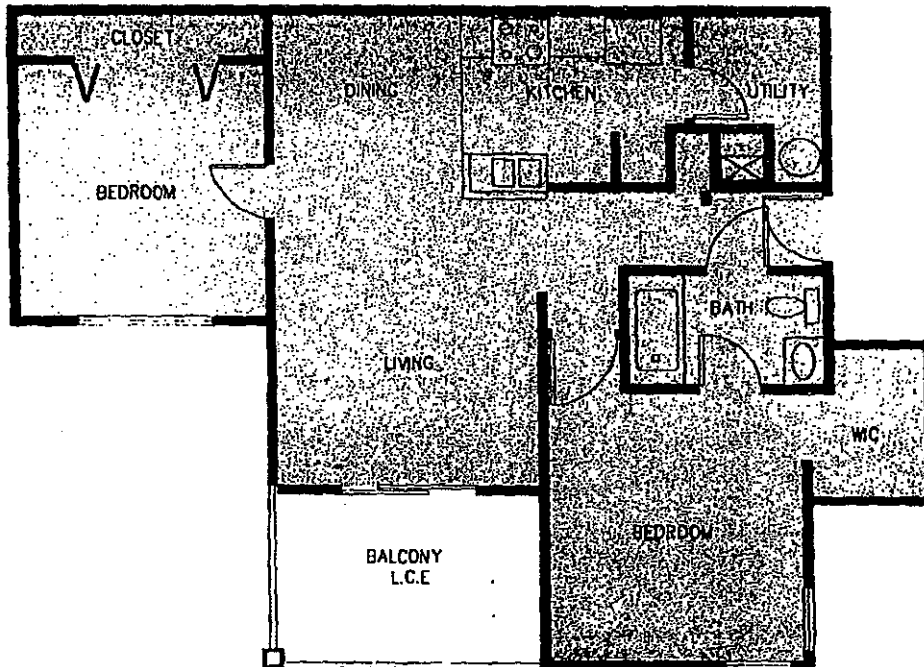
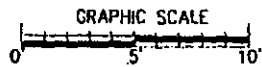
**EXHIBIT "2"**

<p><b>J.H. MANUCY, INC.</b> Architectural Firm</p>		<p><b>The Reserve at Lake Mary, a Condominium</b>                  211 Secret Haven Lane, Lake Mary, FL 32746</p>	<p>11/20/04</p>	<p><b>115</b></p>
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# The Reserve at Lake Mary, a Condominium

## Type Unit "Sand Castle"



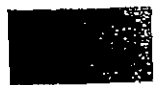
Type Unit "Sand Castle"

**ABBREVIATIONS**

(L.C.E.) - DENOTES IMPROVED COMMON ELEMENT  
(E.C.E.) - DENOTES COMMON ELEMENT

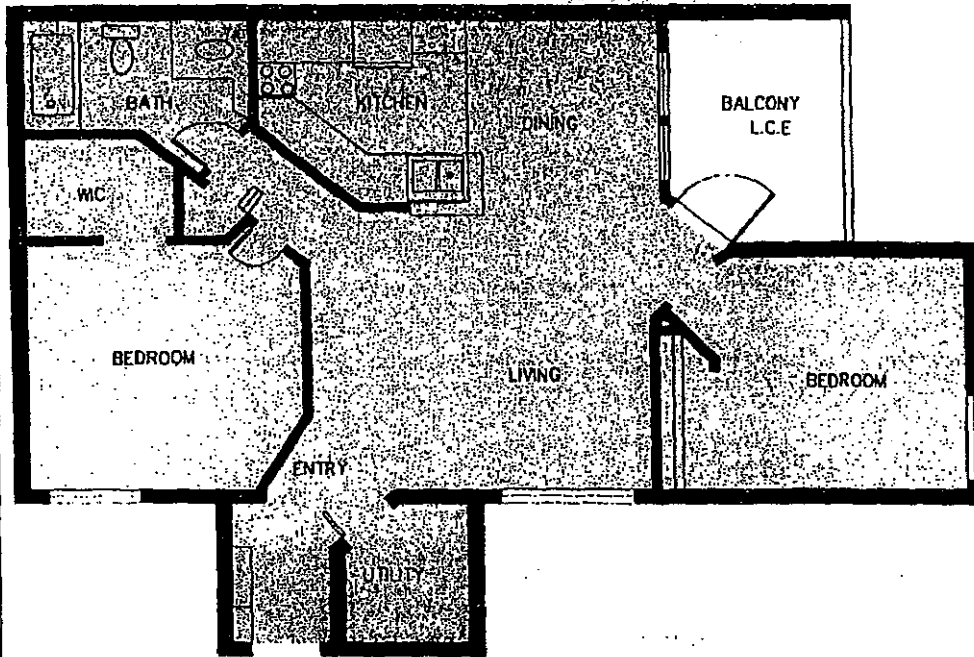
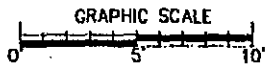
**EXHIBIT '2'**

<p><b>J.H. MANUCY, INC.</b> Architects</p>		<p><b>The Reserve at Lake Mary, a Condominium</b> 733 Secret Ponds Lane, Lake Mary, FL 32746</p>	<table border="1"> <tr> <td>Project No.</td> <td>116</td> </tr> <tr> <td>Sheet No.</td> <td>116</td> </tr> <tr> <td>Scale</td> <td>1/8" = 1'-0"</td> </tr> <tr> <td>Date</td> <td>08/24/00</td> </tr> <tr> <td>Drawn by</td> <td>...</td> </tr> <tr> <td>Checked by</td> <td>...</td> </tr> </table>	Project No.	116	Sheet No.	116	Scale	1/8" = 1'-0"	Date	08/24/00	Drawn by	...	Checked by	...
Project No.	116														
Sheet No.	116														
Scale	1/8" = 1'-0"														
Date	08/24/00														
Drawn by	...														
Checked by	...														



# The Reserve at Lake Mary, a Condominium

## Type Unit 'Sand Dollar'



Type Unit 'Sand Dollar'

**ABBREVIATIONS**

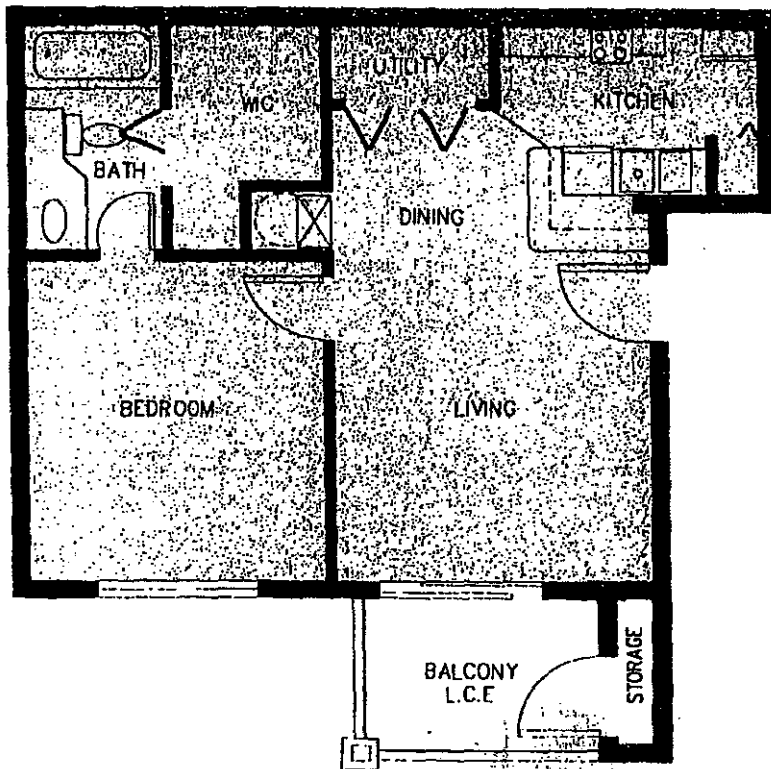
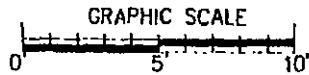
(L.C.E.) - OWNER'S LEASED COMMON ELEMENT  
(C.E.) - OWNER'S COMMON ELEMENT

**EXHIBIT '2'**

<p><b>J.H. MANUCY, INC.</b> Architectural Firm</p>		<p><b>The Reserve at Lake Mary, a Condominium</b> 733 Social Harbor Drive, Lake Mary, FL 32746</p>	<p>Scale: 1/8" = 1'-0" Date: 11/11/04 Sheet: 117 of 117</p>	<p><b>117</b></p>
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# The Reserve at Lake Mary, a Condominium Type Unit 'Seascape'



Type Unit 'Seascape'

**ABBREVIATIONS**

(L.C.E.)- BEDROOM LOCKED ENCLOSURE TO BALCONY  
(C.F.)- OWNER'S COMMON ELEMENTS

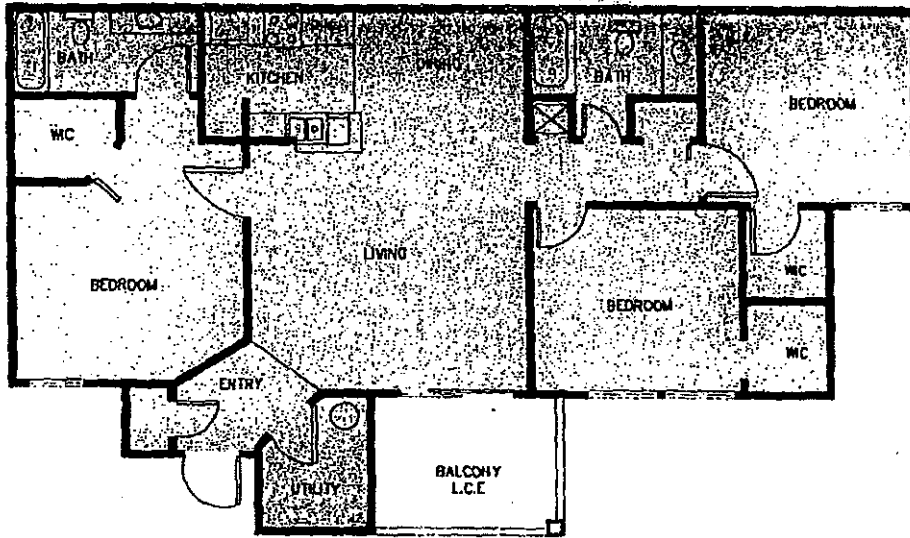
**EXHIBIT "2"**

<p><b>J.H. MANUCY, INC.</b> Architectural Firm</p>	<p><b>The Reserve at Lake Mary, a Condominium</b> 755 Laurel Harbor Lane, Lake Mary, FL 32746</p>	<table border="1"> <tr> <td>DATE: 04/11/01</td> <td rowspan="4">118</td> </tr> <tr> <td>SCALE: 1/8" = 1'-0"</td> </tr> <tr> <td>PROJECT: 01-00000000</td> </tr> <tr> <td>DESIGNED BY: J.H. MANUCY, INC.</td> </tr> </table>	DATE: 04/11/01	118	SCALE: 1/8" = 1'-0"	PROJECT: 01-00000000	DESIGNED BY: J.H. MANUCY, INC.
DATE: 04/11/01	118						
SCALE: 1/8" = 1'-0"							
PROJECT: 01-00000000							
DESIGNED BY: J.H. MANUCY, INC.							





# The Reserve at Lake Mary, a Condominium Type Unit "Sunset"



Type Unit "Sunset"

**ABBREVIATIONS**  
(L.C.E.) - DENOTES LIMITED COMMON ELEMENTS  
(C.C.) - DENOTES COMMON ELEMENTS

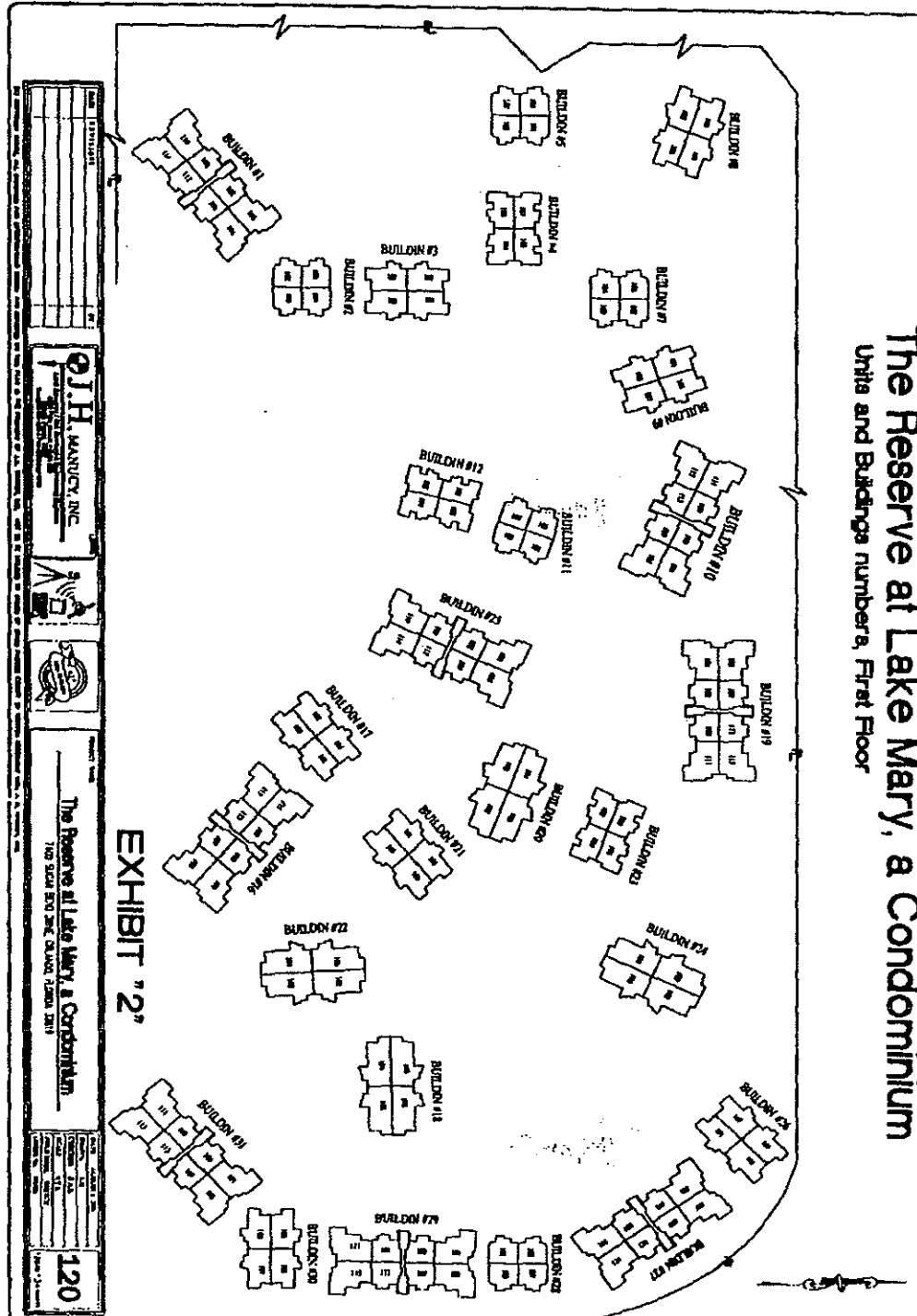
**EXHIBIT '2'**

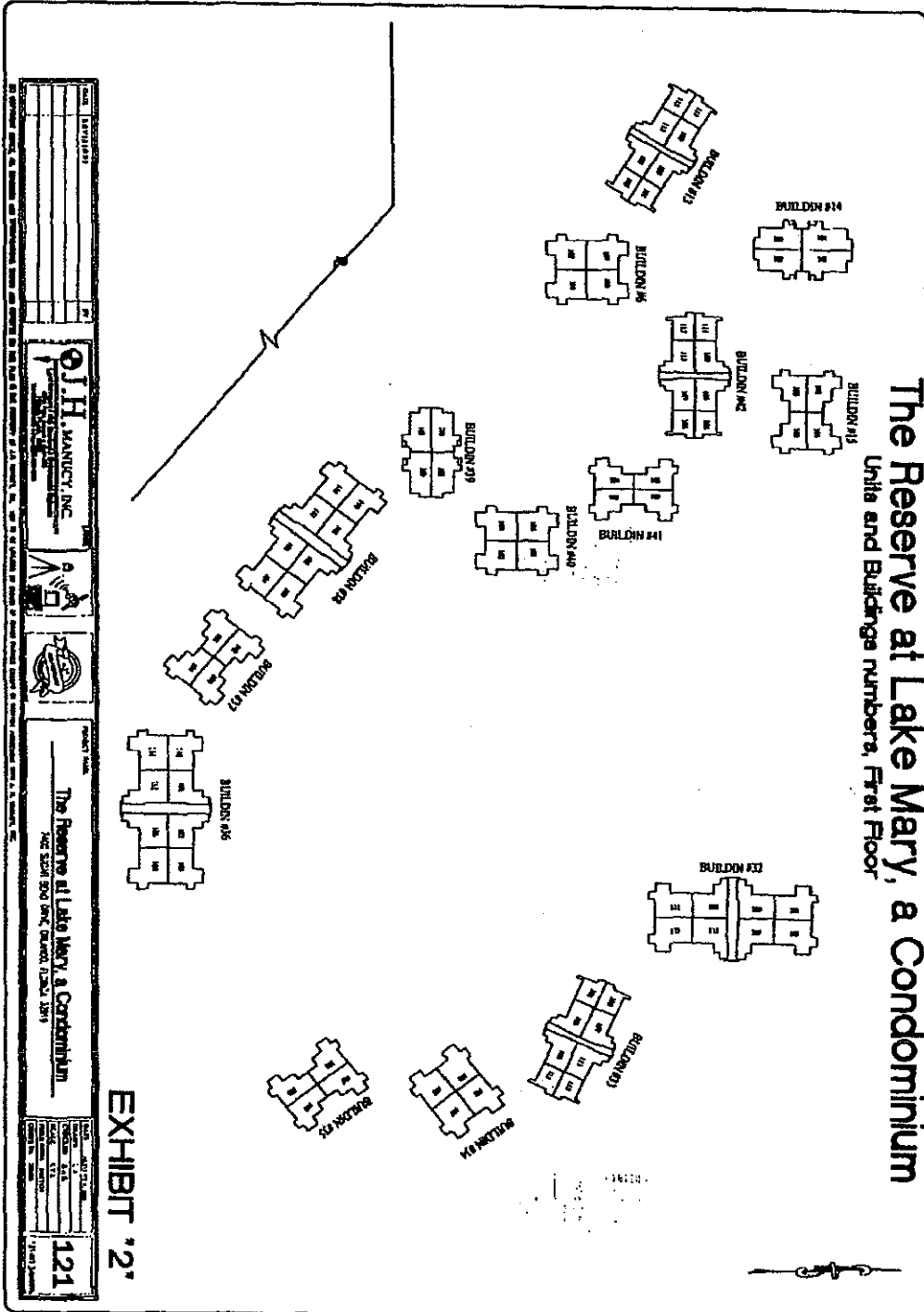
<p><b>J.H. MANUCY, INC.</b> Architects</p>			<p><b>The Reserve at Lake Mary, a Condominium</b> 733 Sunset Ridge Trail, Lake Mary, FL 32749</p>	<p>119</p>
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# The Reserve at Lake Mary, a Condominium

Units and Buildings numbers, First Floor





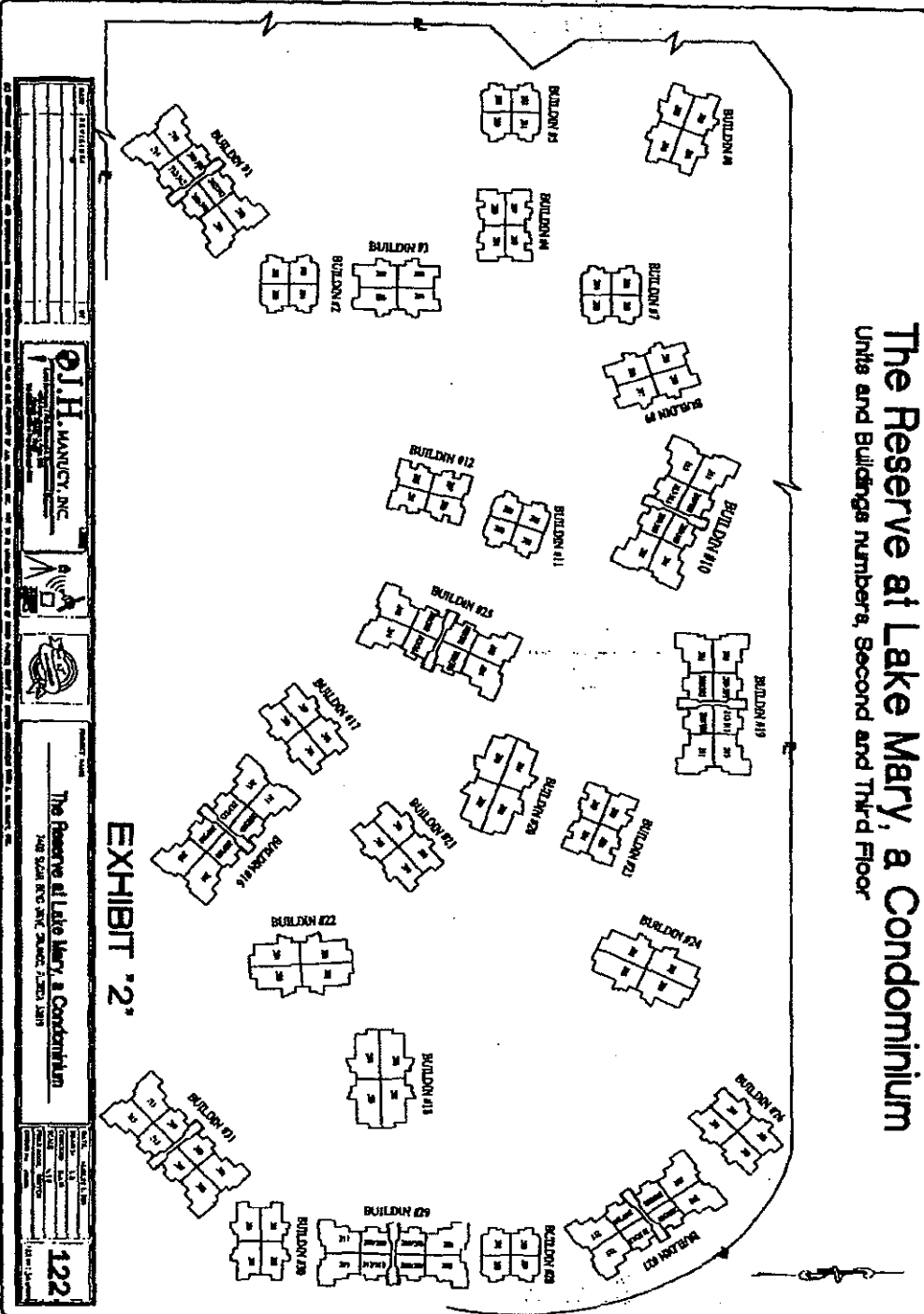
**The Reserve at Lake Mary, a Condominium**  
 Units and Buildings numbers, First Floor

<p>The Reserve at Lake Mary, a Condominium</p>	
<p>121</p>	



# The Reserve at Lake Mary, a Condominium

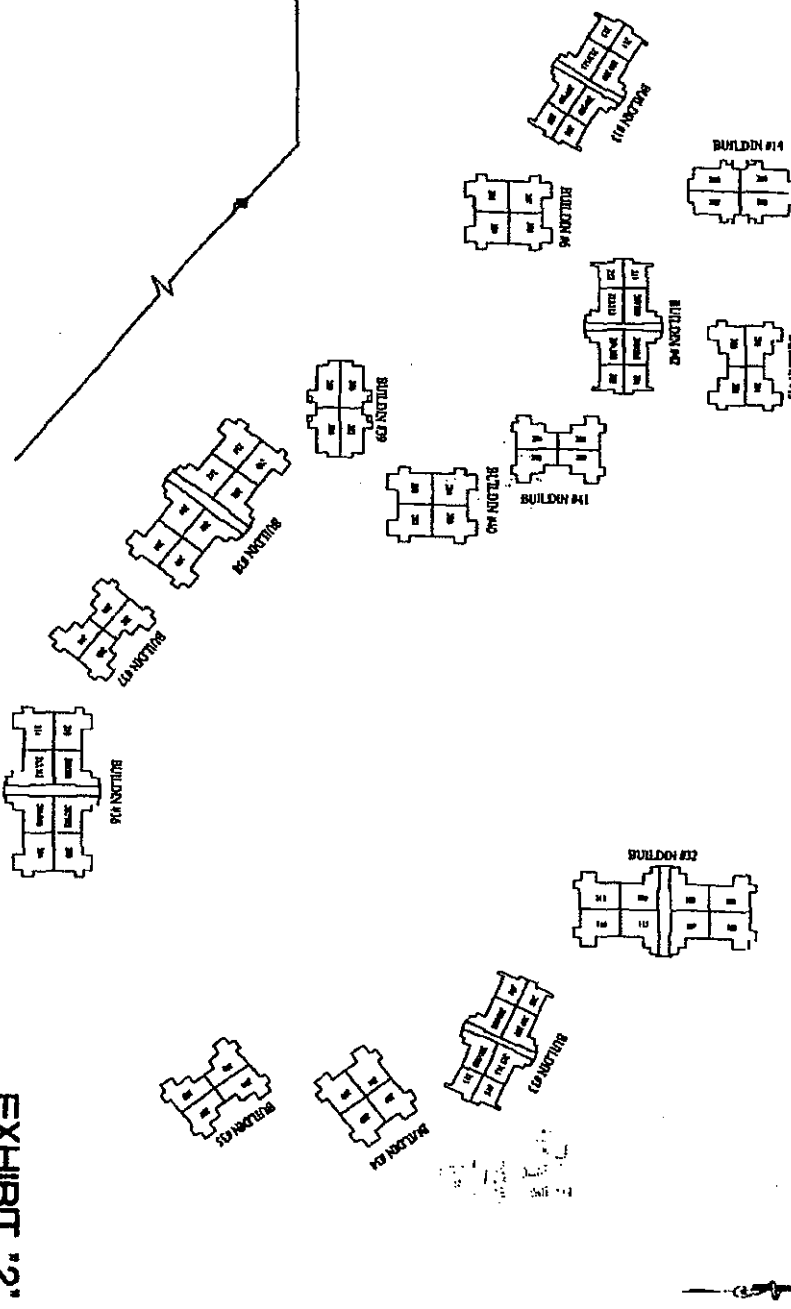
Units and Buildings numbers, Second and Third Floor



DATE: 11/17/14	BY: [Signature]
<b>O.J.H. MANUFACTURING, INC.</b>	
The Reserve at Lake Mary, a Condominium	
2400 SOUTH BAY DRIVE, SUITE 200, LAKE MARY, FL 32746	
122	

# The Reserve at Lake Mary, a Condominium

Units and Buildings numbers, Second and Third Floor

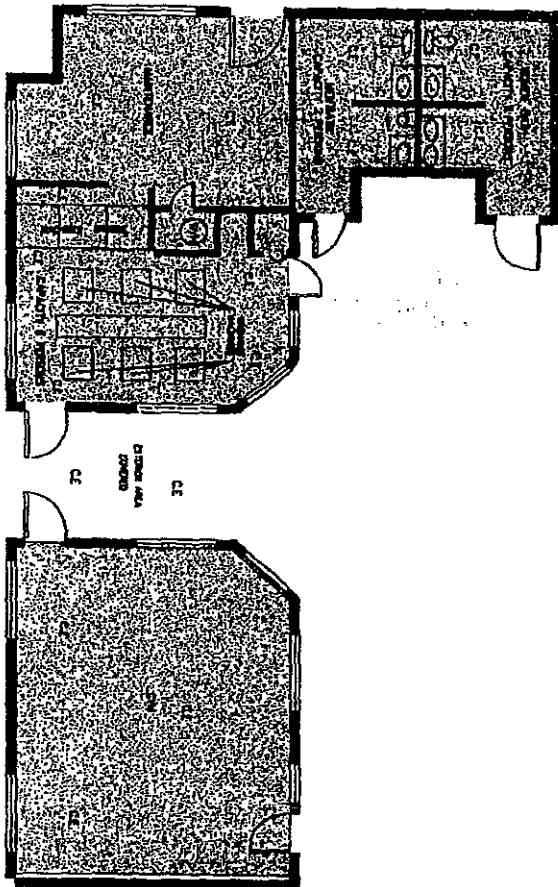


DATE	1/23/2003
BY	J.H. MANNEY, INC.
PROJECT NAME	The Reserve at Lake Mary, a Condominium
ADDRESS	1427 SOUTH BIRD CIRCLE, LAKE MARY, FLORIDA 32747
SCALE	1/4" = 1'-0"
123	

EXHIBIT '2'



# The Reserve at Lake Mary, a Condominium Laundry and Gym



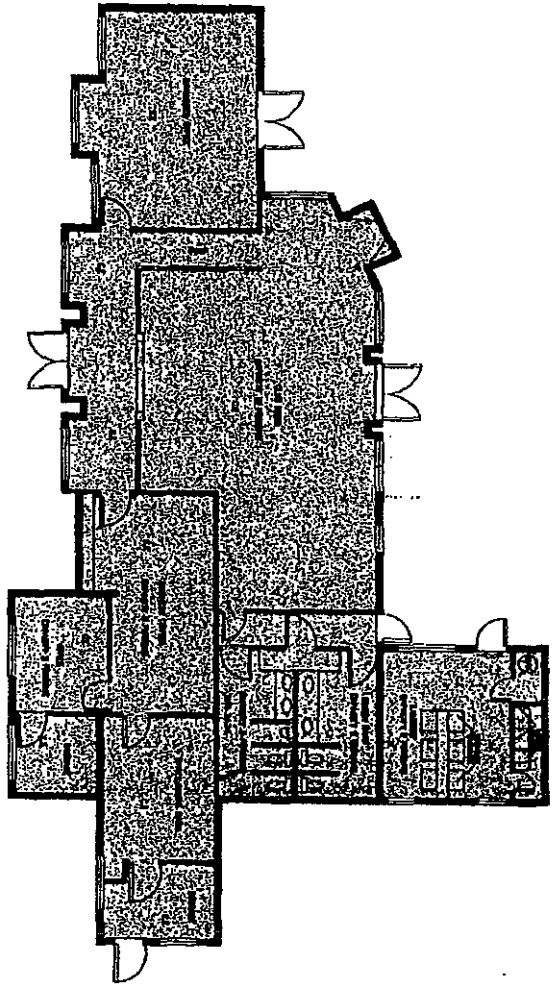
### ABBREVIATIONS

ALL- SPORTS GARAGE, STAIR  
CLUB SPORTS COMMON AREA

NO. SHEETS	124
<b>O.J.H. MANUFACTURING, INC.</b>	
PROJECT NAME	
<b>The Reserve at Lake Mary, a Condominium</b>	
7500 STATE ROAD ONE, SUITE 200, LAKE MARY, FLORIDA 32746	
DATE	04-11-12
SCALE	1/4" = 1'-0"
NO.	124

**EXHIBIT "2"**

# The Reserve at Lake Mary, a Condominium Club House



**ABBREVIATIONS**

ALL IN SQUARE FEET UNLESS NOTED OTHERWISE  
 (CL) - COMMON ELEMENTS

NO.	REVISION

**J.H. MANUCCI, INC.**  
 ARCHITECTS  
 1000 N. W. 10th St., Suite 100  
 Ft. Lauderdale, FL 33304  
 Phone: (305) 555-1111



PROJECT NAME  
**The Reserve at Lake Mary, a Condominium**  
 7801 Lake Mary Blvd., Orlando, FL 32811

NO.	REVISION

**EXHIBIT "2"**  
**125**



## The Reserve at Lake Mary, a Condominium Summary Table No. 1

Building No.	Unit No.	Unit Type	Description
	100	FLAMINGO	2BEDROOM-2BATHROOM
	102	SEA BREEZE	1BEDROOM-1BATHROOM
	104	FLAMINGO	2BEDROOM-2BATHROOM
	106	SEA BREEZE	1BEDROOM-1BATHROOM
	108	SEA BREEZE	1BEDROOM-1BATHROOM
	110	FLAMINGO	2BEDROOM-2BATHROOM
	112	SEA BREEZE	1BEDROOM-1BATHROOM
	114	FLAMINGO	2BEDROOM-2BATHROOM
	200	FLAMINGO	2BEDROOM-2BATHROOM
2612	202	SEA BREEZE	1BEDROOM-1BATHROOM
[1]	204	FLAMINGO	2BEDROOM-2BATHROOM
	206	SEA BREEZE	1BEDROOM-1BATHROOM
	208	SEA BREEZE	1BEDROOM-1BATHROOM
	210	FLAMINGO	2BEDROOM-2BATHROOM
	212	SEA BREEZE	1BEDROOM-1BATHROOM
	214	FLAMINGO	2BEDROOM-2BATHROOM
	302	SEA BREEZE	1BEDROOM-1BATHROOM
	306	SEA BREEZE	1BEDROOM-1BATHROOM
	308	SEA BREEZE	1BEDROOM-1BATHROOM
	312	SEA BREEZE	1BEDROOM-1BATHROOM
	100	CALYPSO	1BEDROOM-1BATHROOM
	102	CALYPSO	1BEDROOM-1BATHROOM
	104	CALYPSO	1BEDROOM-1BATHROOM
	106	CALYPSO	1BEDROOM-1BATHROOM
	200	CALYPSO	1BEDROOM-1BATHROOM
2606	202	CALYPSO	1BEDROOM-1BATHROOM
[2]	204	CALYPSO	1BEDROOM-1BATHROOM
	206	CALYPSO	1BEDROOM-1BATHROOM

Building No.	Unit No.	Unit Type	Description
	100	SAND DOLLAR	2BEDROOM-1BATHROOM
	102	SAND DOLLAR	2BEDROOM-1BATHROOM
2604	104	SAND DOLLAR	2BEDROOM-1BATHROOM
[3]	106	SAND DOLLAR	2BEDROOM-1BATHROOM
	200	SAND DOLLAR	2BEDROOM-1BATHROOM
	202	SAND DOLLAR	2BEDROOM-1BATHROOM
	204	SAND DOLLAR	2BEDROOM-1BATHROOM
	206	SAND DOLLAR	2BEDROOM-1BATHROOM
	101	CORAL REEF	2BEDROOM-2BATHROOM
	103	CORAL REEF	2BEDROOM-2BATHROOM
	105	CORAL REEF	2BEDROOM-2BATHROOM
729	107	CORAL REEF	2BEDROOM-2BATHROOM
[4]	201	CORAL REEF	2BEDROOM-2BATHROOM
	203	CORAL REEF	2BEDROOM-2BATHROOM
	205	CORAL REEF	2BEDROOM-2BATHROOM
	207	CORAL REEF	2BEDROOM-2BATHROOM
	101	CALYPSO	1BEDROOM-1BATHROOM
	103	CALYPSO	1BEDROOM-1BATHROOM
	105	CALYPSO	1BEDROOM-1BATHROOM
	107	CALYPSO	1BEDROOM-1BATHROOM
	201	CALYPSO	1BEDROOM-1BATHROOM
2605	203	CALYPSO	1BEDROOM-1BATHROOM
[5]	205	CALYPSO	1BEDROOM-1BATHROOM
	207	CALYPSO	1BEDROOM-1BATHROOM

DATE	REVISIONS	BY

**O.J.H. MANUCY, INC.**  
CONDOMINIUM PLANNING & ARCHITECTURE



PROJECT NAME

**The Reserve at Lake Mary, a Condominium**

238 SECRET HARBOR LANE, LAKE MARY, FLORIDA 32746

DATE	REVISIONS	BY

**126**

**EXHIBIT '2'**



## The Reserve at Lake Mary, a Condominium Summary Table No. 2

Building No.	Unit No.	Unit Type	Description
733 [8]	100	PALM BREEZE	1BEDROOM-1BATHROOM
	102	PALM BREEZE	1BEDROOM-1BATHROOM
	104	PALM BREEZE	1BEDROOM-1BATHROOM
	106	PALM BREEZE	1BEDROOM-1BATHROOM
	200	PALM BREEZE	1BEDROOM-1BATHROOM
	202	PALM BREEZE	1BEDROOM-1BATHROOM
	204	PALM BREEZE	1BEDROOM-1BATHROOM
732 [7]	100	CALYPSO	1BEDROOM-1BATHROOM
	102	CALYPSO	1BEDROOM-1BATHROOM
	104	CALYPSO	1BEDROOM-1BATHROOM
	106	CALYPSO	1BEDROOM-1BATHROOM
	200	CALYPSO	1BEDROOM-1BATHROOM
	202	CALYPSO	1BEDROOM-1BATHROOM
	204	CALYPSO	1BEDROOM-1BATHROOM
734 [8]	100	SAND DOLLAR	2BEDROOM-1BATHROOM
	102	SAND DOLLAR	2BEDROOM-1BATHROOM
	104	SAND DOLLAR	2BEDROOM-1BATHROOM
	106	SAND DOLLAR	2BEDROOM-1BATHROOM
	200	SAND DOLLAR	2BEDROOM-1BATHROOM
	202	SAND DOLLAR	2BEDROOM-1BATHROOM
	204	SAND DOLLAR	2BEDROOM-1BATHROOM

Building No.	Unit No.	Unit Type	Description
731 [9]	101	SAND DOLLAR	2BEDROOM-1BATHROOM
	103	SAND DOLLAR	2BEDROOM-1BATHROOM
	106	SAND DOLLAR	2BEDROOM-1BATHROOM
	107	SAND DOLLAR	2BEDROOM-1BATHROOM
	201	SAND DOLLAR	2BEDROOM-1BATHROOM
	203	SAND DOLLAR	2BEDROOM-1BATHROOM
	206	SAND DOLLAR	2BEDROOM-1BATHROOM
727 [10]	101	FLAMINGO	2BEDROOM-2BATHROOM
	103	SEA BREEZE	1BEDROOM-1BATHROOM
	106	FLAMINGO	2BEDROOM-2BATHROOM
	107	SEA BREEZE	1BEDROOM-1BATHROOM
	109	SEA BREEZE	1BEDROOM-1BATHROOM
	111	FLAMINGO	2BEDROOM-2BATHROOM
	113	SEA BREEZE	1BEDROOM-1BATHROOM
	115	FLAMINGO	2BEDROOM-2BATHROOM
	201	FLAMINGO	2BEDROOM-2BATHROOM
	203	SEA BREEZE	1BEDROOM-1BATHROOM
	205	FLAMINGO	2BEDROOM-2BATHROOM
	207	SEA BREEZE	1BEDROOM-1BATHROOM
	209	SEA BREEZE	1BEDROOM-1BATHROOM
211	FLAMINGO	2BEDROOM-2BATHROOM	
213	SEA BREEZE	1BEDROOM-1BATHROOM	
215	FLAMINGO	2BEDROOM-2BATHROOM	
303	SEA BREEZE	1BEDROOM-1BATHROOM	
307	SEA BREEZE	1BEDROOM-1BATHROOM	
309	SEA BREEZE	1BEDROOM-1BATHROOM	
313	SEA BREEZE	1BEDROOM-1BATHROOM	

DATE	REVISIONS	BY



PROJECT NAME	The Reserve at Lake Mary, a Condominium
733 SEVY, MARION LANE LAKE MARY, FLORIDA 32746	

<b>EXHIBIT "2"</b>	
DATE	127
SCALE	AS SHOWN
DATE OF ISSUE	08/20/03
DATE OF REVISION	08/20/03
DATE OF REVISION	08/20/03
DATE OF REVISION	08/20/03

## The Reserve at Lake Mary, a Condominium Summary Table No. 3

Building No.	Unit No.	Unit Type	Description
2583 [11]	101	CALYPSO	1BEDROOM-1BATHROOM
	103	CALYPSO	1BEDROOM-1BATHROOM
	105	CALYPSO	1BEDROOM-1BATHROOM
	107	CALYPSO	1BEDROOM-1BATHROOM
	201	CALYPSO	1BEDROOM-1BATHROOM
	203	CALYPSO	1BEDROOM-1BATHROOM
	205	CALYPSO	1BEDROOM-1BATHROOM
2587 [12]	207	CALYPSO	1BEDROOM-1BATHROOM
	101	CORAL REEF	2BEDROOM-2BATHROOM
	103	CORAL REEF	2BEDROOM-2BATHROOM
	105	CORAL REEF	2BEDROOM-2BATHROOM
	107	CORAL REEF	2BEDROOM-2BATHROOM
	201	CORAL REEF	2BEDROOM-2BATHROOM
	203	CORAL REEF	2BEDROOM-2BATHROOM
205	CORAL REEF	2BEDROOM-2BATHROOM	
207	CORAL REEF	2BEDROOM-2BATHROOM	

Building No.	Unit No.	Unit Type	Description
717 [13]	101	SEASCAPE	1BEDROOM-1BATHROOM
	103	SANDBAR	2BEDROOM-2BATHROOM
	104	SEASCAPE	1BEDROOM-1BATHROOM
	107	SANDBAR	2BEDROOM-2BATHROOM
	109	SANDBAR	2BEDROOM-2BATHROOM
	111	SEASCAPE	1BEDROOM-1BATHROOM
	113	SANDBAR	2BEDROOM-2BATHROOM
	116	SEASCAPE	1BEDROOM-1BATHROOM
	201	SEASCAPE	1BEDROOM-1BATHROOM
	203	SANDBAR	2BEDROOM-2BATHROOM
	205	SEASCAPE	1BEDROOM-1BATHROOM
	207	SANDBAR	2BEDROOM-2BATHROOM
	209	SANDBAR	2BEDROOM-2BATHROOM
712 [14]	211	SEASCAPE	1BEDROOM-1BATHROOM
	213	SANDBAR	2BEDROOM-2BATHROOM
	215	SEASCAPE	1BEDROOM-1BATHROOM
	303	SANDBAR	2BEDROOM-2BATHROOM
	307	SANDBAR	2BEDROOM-2BATHROOM
	309	SANDBAR	2BEDROOM-2BATHROOM
	313	SANDBAR	2BEDROOM-2BATHROOM
	100	SUNSET	3BEDROOM-2BATHROOM
	102	SUNSET	3BEDROOM-2BATHROOM
	104	SUNSET	3BEDROOM-2BATHROOM
	106	SUNSET	3BEDROOM-2BATHROOM
	200	SUNSET	3BEDROOM-2BATHROOM
	202	SUNSET	3BEDROOM-2BATHROOM
	204	SUNSET	3BEDROOM-2BATHROOM
206	SUNSET	3BEDROOM-2BATHROOM	

DATE REVISIONS	BY

**O.J.H. MANLEY, INC.**  
1515 S. W. 10th Street, Suite 100  
Miami, Florida 33135  
Tel: (305) 551-1111



PROJECT NAME

The Reserve at Lake Mary, a Condominium

1311 SECRET HARBOR LANE, LAKE MARY, FLORIDA 32746

DATE LAUNCHED	1/28/03
DATE	7/8
OWNER	128
SCALE	AS SHOWN
PROJECT NO.	128
DATE	7/8

**EXHIBIT '2'**

## The Reserve at Lake Mary, a Condominium Summary Table No. 4

Building No.	Unit No.	Unit Type	Description
708 [15]	100	MIRAGE	2BEDROOM-2BATHROOM
	102	MIRAGE	2BEDROOM-2BATHROOM
	104	MIRAGE	2BEDROOM-2BATHROOM
	106	MIRAGE	2BEDROOM-2BATHROOM
	200	MIRAGE	2BEDROOM-2BATHROOM
	202	MIRAGE	2BEDROOM-2BATHROOM
	204	MIRAGE	2BEDROOM-2BATHROOM
	206	MIRAGE	2BEDROOM-2BATHROOM
711 [18]	101	FLAMINGO	2BEDROOM-2BATHROOM
	103	SEA BREEZE	1BEDROOM-1BATHROOM
	105	FLAMINGO	2BEDROOM-2BATHROOM
	107	SEA BREEZE	1BEDROOM-1BATHROOM
	109	SEA BREEZE	1BEDROOM-1BATHROOM
	111	FLAMINGO	2BEDROOM-2BATHROOM
	113	SEA BREEZE	1BEDROOM-1BATHROOM
	115	FLAMINGO	2BEDROOM-2BATHROOM
	201	FLAMINGO	2BEDROOM-2BATHROOM
	203	SEA BREEZE	1BEDROOM-1BATHROOM
	205	FLAMINGO	2BEDROOM-2BATHROOM
	207	SEA BREEZE	1BEDROOM-1BATHROOM
	209	SEA BREEZE	1BEDROOM-1BATHROOM
	211	FLAMINGO	2BEDROOM-2BATHROOM
	213	SEA BREEZE	1BEDROOM-1BATHROOM
	215	FLAMINGO	2BEDROOM-2BATHROOM
303	SEA BREEZE	1BEDROOM-1BATHROOM	
307	SEA BREEZE	1BEDROOM-1BATHROOM	
309	SEA BREEZE	1BEDROOM-1BATHROOM	
313	SEA BREEZE	1BEDROOM-1BATHROOM	

Building No.	Unit No.	Unit Type	Description
715 [17]	100	SAND DOLLAR	2BEDROOM-1BATHROOM
	102	SAND DOLLAR	2BEDROOM-1BATHROOM
	104	SAND DOLLAR	2BEDROOM-1BATHROOM
	106	SAND DOLLAR	2BEDROOM-1BATHROOM
	200	SAND DOLLAR	2BEDROOM-1BATHROOM
	202	SAND DOLLAR	2BEDROOM-1BATHROOM
	204	SAND DOLLAR	2BEDROOM-1BATHROOM
	206	SAND DOLLAR	2BEDROOM-1BATHROOM
2504 [18]	100	PARADISE	3BEDROOM-2BATHROOM
	102	PARADISE	3BEDROOM-2BATHROOM
	104	PARADISE	3BEDROOM-2BATHROOM
	106	PARADISE	3BEDROOM-2BATHROOM
	200	PARADISE	3BEDROOM-2BATHROOM
	202	PARADISE	3BEDROOM-2BATHROOM
	204	PARADISE	3BEDROOM-2BATHROOM
	206	PARADISE	3BEDROOM-2BATHROOM
2505 [19]	101	FLAMINGO	2BEDROOM-2BATHROOM
	103	SEA BREEZE	1BEDROOM-1BATHROOM
	105	FLAMINGO	2BEDROOM-2BATHROOM
	107	SEA BREEZE	1BEDROOM-1BATHROOM
	109	SEA BREEZE	1BEDROOM-1BATHROOM
	111	FLAMINGO	2BEDROOM-2BATHROOM
	113	SEA BREEZE	1BEDROOM-1BATHROOM
	115	SEA BREEZE	1BEDROOM-1BATHROOM
	201	FLAMINGO	2BEDROOM-2BATHROOM
	203	SEA BREEZE	1BEDROOM-1BATHROOM
	205	FLAMINGO	2BEDROOM-2BATHROOM
	207	SEA BREEZE	1BEDROOM-1BATHROOM
	209	SEA BREEZE	1BEDROOM-1BATHROOM
	211	FLAMINGO	2BEDROOM-2BATHROOM
	213	FLAMINGO	2BEDROOM-2BATHROOM
	215	FLAMINGO	2BEDROOM-2BATHROOM
303	SEA BREEZE	1BEDROOM-1BATHROOM	
307	SEA BREEZE	1BEDROOM-1BATHROOM	
309	SEA BREEZE	1BEDROOM-1BATHROOM	
313	SEA BREEZE	1BEDROOM-1BATHROOM	

DATE	REVISION

**O.J.H. MANUCY, INC.**  
1000 ...



PROPERTY NAME

**The Reserve at Lake Mary, a Condominium**

131 SECRET HARBOR LANE, LAKE MARY, FLORIDA 32716

**EXHIBIT '2'**

DATE	SCALE

**129**

27 of 34

Book6016/Page171 CFN#2005206443

## The Reserve at Lake Mary, a Condominium Summary Table No. 5

Building No.	Unit No.	Unit Type	Description
718 [23]	100	PARADISE	3BEDROOM-2BATHROOM
	102	PARADISE	3BEDROOM-2BATHROOM
	104	PARADISE	3BEDROOM-2BATHROOM
	108	PARADISE	3BEDROOM-2BATHROOM
	200	PARADISE	3BEDROOM-2BATHROOM
	202	PARADISE	3BEDROOM-2BATHROOM
714 [21]	204	PARADISE	3BEDROOM-2BATHROOM
	206	PARADISE	3BEDROOM-2BATHROOM
	100	SAND DOLLAR	2BEDROOM-1BATHROOM
	102	SAND DOLLAR	2BEDROOM-1BATHROOM
	104	SAND DOLLAR	2BEDROOM-1BATHROOM
	108	SAND DOLLAR	2BEDROOM-1BATHROOM
2548 [22]	200	SAND DOLLAR	2BEDROOM-1BATHROOM
	202	SAND DOLLAR	2BEDROOM-1BATHROOM
	204	SAND DOLLAR	2BEDROOM-1BATHROOM
	206	SAND DOLLAR	2BEDROOM-1BATHROOM
	100	PARADISE	3BEDROOM-2BATHROOM
	102	PARADISE	3BEDROOM-2BATHROOM
2584 [23]	104	PARADISE	3BEDROOM-2BATHROOM
	108	PARADISE	3BEDROOM-2BATHROOM
	200	PARADISE	3BEDROOM-2BATHROOM
	202	PARADISE	3BEDROOM-2BATHROOM
	204	PARADISE	3BEDROOM-2BATHROOM
	206	PARADISE	3BEDROOM-2BATHROOM
	101	CORAL REEF	2BEDROOM-2BATHROOM
103	CORAL REEF	2BEDROOM-2BATHROOM	
105	CORAL REEF	2BEDROOM-2BATHROOM	
107	CORAL REEF	2BEDROOM-2BATHROOM	
201	CORAL REEF	2BEDROOM-2BATHROOM	
203	CORAL REEF	2BEDROOM-2BATHROOM	
205	CORAL REEF	2BEDROOM-2BATHROOM	
207	CORAL REEF	2BEDROOM-2BATHROOM	

Building No.	Unit No.	Unit Type	Description
2580 [24]	100	PARADISE	3BEDROOM-2BATHROOM
	102	PARADISE	3BEDROOM-2BATHROOM
	104	PARADISE	3BEDROOM-2BATHROOM
	108	PARADISE	3BEDROOM-2BATHROOM
	200	PARADISE	3BEDROOM-2BATHROOM
	202	PARADISE	3BEDROOM-2BATHROOM
2582 [25]	204	PARADISE	3BEDROOM-2BATHROOM
	206	PARADISE	3BEDROOM-2BATHROOM
	100	FLAMINGO	2BEDROOM-2BATHROOM
	102	SEA BREEZE	1BEDROOM-1BATHROOM
	104	FLAMINGO	2BEDROOM-2BATHROOM
	108	SEA BREEZE	1BEDROOM-1BATHROOM
	108	SEA BREEZE	1BEDROOM-1BATHROOM
	110	FLAMINGO	2BEDROOM-2BATHROOM
	112	SEA BREEZE	1BEDROOM-1BATHROOM
	114	SEA BREEZE	1BEDROOM-1BATHROOM
	200	FLAMINGO	2BEDROOM-2BATHROOM
	202	SEA BREEZE	1BEDROOM-1BATHROOM
	204	FLAMINGO	2BEDROOM-2BATHROOM
	206	SEA BREEZE	1BEDROOM-1BATHROOM
	208	SEA BREEZE	1BEDROOM-1BATHROOM
	210	FLAMINGO	2BEDROOM-2BATHROOM
	212	FLAMINGO	2BEDROOM-2BATHROOM
	214	FLAMINGO	2BEDROOM-2BATHROOM
302	SEA BREEZE	1BEDROOM-1BATHROOM	
308	SEA BREEZE	1BEDROOM-1BATHROOM	
308	SEA BREEZE	1BEDROOM-1BATHROOM	
312	SEA BREEZE	1BEDROOM-1BATHROOM	

DATE	CONDOMINIUM	BY

**O.J.H. MANUCY, INC.**  
1000 ...



PROJECT NAME  
**The Reserve at Lake Mary, a Condominium**  
131 SECRET HARBOR LANE, LAKE MARY, FLORIDA 32746

**EXHIBIT "2"**  
**130**  
2 of 54 pages

## The Reserve at Lake Mary, a Condominium Summary Table No. 6

Building No.	Unit No.	Unit Type	Description
2577 [25]	101	SAND DOLLAR	2BEDROOM-1BATHROOM
	103	SAND DOLLAR	2BEDROOM-1BATHROOM
	105	SAND DOLLAR	2BEDROOM-1BATHROOM
	107	SAND DOLLAR	2BEDROOM-1BATHROOM
	201	SAND DOLLAR	2BEDROOM-1BATHROOM
	203	SAND DOLLAR	2BEDROOM-1BATHROOM
	205	SAND DOLLAR	2BEDROOM-1BATHROOM
2538 [27]	207	SAND DOLLAR	2BEDROOM-1BATHROOM
	101	FLAMINGO	2BEDROOM-2BATHROOM
	103	SEA BREEZE	1BEDROOM-1BATHROOM
	105	FLAMINGO	2BEDROOM-2BATHROOM
	107	SEA BREEZE	1BEDROOM-1BATHROOM
	109	SEA BREEZE	1BEDROOM-1BATHROOM
	111	FLAMINGO	2BEDROOM-2BATHROOM
	113	SEA BREEZE	1BEDROOM-1BATHROOM
	115	FLAMINGO	2BEDROOM-2BATHROOM
	201	FLAMINGO	2BEDROOM-2BATHROOM
	203	SEA BREEZE	1BEDROOM-1BATHROOM
	205	FLAMINGO	2BEDROOM-2BATHROOM
	207	SEA BREEZE	1BEDROOM-1BATHROOM
	209	SEA BREEZE	1BEDROOM-1BATHROOM
	211	FLAMINGO	2BEDROOM-2BATHROOM
	213	SEA BREEZE	1BEDROOM-1BATHROOM
215	FLAMINGO	2BEDROOM-2BATHROOM	
303	SEA BREEZE	1BEDROOM-1BATHROOM	
307	SEA BREEZE	1BEDROOM-1BATHROOM	
309	SEA BREEZE	1BEDROOM-1BATHROOM	
313	SEA BREEZE	1BEDROOM-1BATHROOM	

Building No.	Unit No.	Unit Type	Description
2585 [28]	101	CALYPSO	1BEDROOM-1BATHROOM
	103	CALYPSO	1BEDROOM-1BATHROOM
	105	CALYPSO	1BEDROOM-1BATHROOM
	107	CALYPSO	1BEDROOM-1BATHROOM
	201	CALYPSO	1BEDROOM-1BATHROOM
	203	CALYPSO	1BEDROOM-1BATHROOM
	205	CALYPSO	1BEDROOM-1BATHROOM
2581 [28]	207	CALYPSO	1BEDROOM-1BATHROOM
	101	FLAMINGO	2BEDROOM-2BATHROOM
	103	SEA BREEZE	1BEDROOM-1BATHROOM
	105	FLAMINGO	2BEDROOM-2BATHROOM
	107	SEA BREEZE	1BEDROOM-1BATHROOM
	109	SEA BREEZE	1BEDROOM-1BATHROOM
	111	FLAMINGO	2BEDROOM-2BATHROOM
	113	SEA BREEZE	1BEDROOM-1BATHROOM
	115	FLAMINGO	2BEDROOM-2BATHROOM
	201	FLAMINGO	2BEDROOM-2BATHROOM
	203	SEA BREEZE	1BEDROOM-1BATHROOM
	205	FLAMINGO	2BEDROOM-2BATHROOM
	207	SEA BREEZE	1BEDROOM-1BATHROOM
	209	SEA BREEZE	1BEDROOM-1BATHROOM
	211	FLAMINGO	2BEDROOM-2BATHROOM
	213	SEA BREEZE	1BEDROOM-1BATHROOM
215	FLAMINGO	2BEDROOM-2BATHROOM	
303	SEA BREEZE	1BEDROOM-1BATHROOM	
307	SEA BREEZE	1BEDROOM-1BATHROOM	
309	SEA BREEZE	1BEDROOM-1BATHROOM	
313	SEA BREEZE	1BEDROOM-1BATHROOM	

DATE	REVISION

**O.J.H. MANUCY, INC.**  
COMMERCIAL REAL ESTATE



PROPERTY NAME

The Reserve at Lake Mary, a Condominium

711 SECRET HARBOR LANE, LAKE MARY, FLORIDA 32746

**EXHIBIT "2"**

DATE	
REVISION	

**131**

# The Reserve at Lake Mary, a Condominium

## Summary Table No. 7

Building No.	Unit No.	Unit Type	Description
2549 (31)	101	SAND DOLLAR	2827ROOM-18A1THROOM
	103	SAND DOLLAR	2827ROOM-18A1THROOM
	104	SAND DOLLAR	2827ROOM-18A1THROOM
	107	SAND DOLLAR	2827ROOM-18A1THROOM
	201	SAND DOLLAR	2827ROOM-18A1THROOM
	201	SAND DOLLAR	2827ROOM-18A1THROOM
	203	SAND DOLLAR	2827ROOM-18A1THROOM
	205	SAND DOLLAR	2827ROOM-18A1THROOM
	207	SAND DOLLAR	2827ROOM-18A1THROOM
	209	SAND DOLLAR	2827ROOM-18A1THROOM
2549 (31)	201	FLAMINGO	1827ROOM-18A1THROOM
	203	FLAMINGO	1827ROOM-18A1THROOM
	205	FLAMINGO	1827ROOM-18A1THROOM
	207	FLAMINGO	1827ROOM-18A1THROOM
	209	FLAMINGO	1827ROOM-18A1THROOM
	211	FLAMINGO	1827ROOM-18A1THROOM
	213	FLAMINGO	1827ROOM-18A1THROOM
	215	FLAMINGO	1827ROOM-18A1THROOM
	217	FLAMINGO	1827ROOM-18A1THROOM
	219	FLAMINGO	1827ROOM-18A1THROOM
2549 (31)	201	SEA BREEZE	1827ROOM-18A1THROOM
	203	SEA BREEZE	1827ROOM-18A1THROOM
	205	SEA BREEZE	1827ROOM-18A1THROOM
	207	SEA BREEZE	1827ROOM-18A1THROOM
	209	SEA BREEZE	1827ROOM-18A1THROOM
	211	SEA BREEZE	1827ROOM-18A1THROOM
	213	SEA BREEZE	1827ROOM-18A1THROOM
	215	SEA BREEZE	1827ROOM-18A1THROOM
	217	SEA BREEZE	1827ROOM-18A1THROOM
	219	SEA BREEZE	1827ROOM-18A1THROOM

Building No.	Unit No.	Unit Type	Description
2553 (32)	101	COASTAL	2827ROOM-18A1THROOM
	103	COASTAL	2827ROOM-18A1THROOM
	104	COASTAL	2827ROOM-18A1THROOM
	107	COASTAL	2827ROOM-18A1THROOM
	108	COASTAL	2827ROOM-18A1THROOM
	109	COASTAL	2827ROOM-18A1THROOM
	110	COASTAL	2827ROOM-18A1THROOM
	111	COASTAL	2827ROOM-18A1THROOM
	112	COASTAL	2827ROOM-18A1THROOM
	113	COASTAL	2827ROOM-18A1THROOM
2181 (33)	101	SEA BREEZE	1827ROOM-18A1THROOM
	103	SEA BREEZE	1827ROOM-18A1THROOM
	107	SEA BREEZE	1827ROOM-18A1THROOM
	108	SEA BREEZE	1827ROOM-18A1THROOM
	111	SEA BREEZE	1827ROOM-18A1THROOM
	112	SEA BREEZE	1827ROOM-18A1THROOM
	115	SEA BREEZE	1827ROOM-18A1THROOM
	201	SEA BREEZE	1827ROOM-18A1THROOM
	203	SEA BREEZE	1827ROOM-18A1THROOM
	204	SEA BREEZE	1827ROOM-18A1THROOM
2181 (33)	101	FLAMINGO	1827ROOM-18A1THROOM
	103	FLAMINGO	1827ROOM-18A1THROOM
	107	FLAMINGO	1827ROOM-18A1THROOM
	108	FLAMINGO	1827ROOM-18A1THROOM
	111	FLAMINGO	1827ROOM-18A1THROOM
	112	FLAMINGO	1827ROOM-18A1THROOM
	115	FLAMINGO	1827ROOM-18A1THROOM
	201	FLAMINGO	1827ROOM-18A1THROOM
	203	FLAMINGO	1827ROOM-18A1THROOM
	204	FLAMINGO	1827ROOM-18A1THROOM

**O.J.H. MANUFACTURING, INC.**

The Reserve at Lake Mary, a Condominium

711 WEST WASHINGTON STREET, SUITE 200, LAKE MARY, FLORIDA 32746

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

132

# The Reserve at Lake Mary, a Condominium

## Summary Table No. 8

Building No.	Unit No.	Unit Type	Description
2513 [34]	107	PULL SWITZ	1 BEDROOM, 1 1/2 BATHROOM
	108	PULL SWITZ	1 BEDROOM, 1 1/2 BATHROOM
	109	PULL SWITZ	1 BEDROOM, 1 1/2 BATHROOM
	107	PULL SWITZ	1 BEDROOM, 1 1/2 BATHROOM
	201	PULL SWITZ	1 BEDROOM, 1 1/2 BATHROOM
	203	PULL SWITZ	1 BEDROOM, 1 1/2 BATHROOM
	204	PULL SWITZ	1 BEDROOM, 1 1/2 BATHROOM
	207	PULL SWITZ	1 BEDROOM, 1 1/2 BATHROOM
	207	PULL SWITZ	1 BEDROOM, 1 1/2 BATHROOM
	207	PULL SWITZ	1 BEDROOM, 1 1/2 BATHROOM
2504 [38]	102	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	103	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	104	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	105	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	106	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	107	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	108	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	109	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	110	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	112	APN/OE	2 BEDROOM, 2 1/2 BATHROOM

Building No.	Unit No.	Unit Type	Description
2518 [39]	100	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	102	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	104	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	106	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	108	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	110	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	112	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	114	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	116	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
	118	APN/OE	2 BEDROOM, 2 1/2 BATHROOM
2520 [39]	100	SLABST	2 BEDROOM, 2 1/2 BATHROOM
	102	SLABST	2 BEDROOM, 2 1/2 BATHROOM
	104	SLABST	2 BEDROOM, 2 1/2 BATHROOM
	106	SLABST	2 BEDROOM, 2 1/2 BATHROOM
	108	SLABST	2 BEDROOM, 2 1/2 BATHROOM
	110	SLABST	2 BEDROOM, 2 1/2 BATHROOM
	112	SLABST	2 BEDROOM, 2 1/2 BATHROOM
	114	SLABST	2 BEDROOM, 2 1/2 BATHROOM
	116	SLABST	2 BEDROOM, 2 1/2 BATHROOM
	118	SLABST	2 BEDROOM, 2 1/2 BATHROOM

**J.H. MANUCCI, INC.**  
CONDOMINIUM ATTORNEYS

The Reserve at Lake Mary, a Condominium  
44 Street - Lake Mary, FL 32746

**EXHIBIT "2"**  
**133**

# The Reserve at Lake Mary, a Condominium

## Summary Table No. 9

Building No.	Unit No.	Unit Type	Description
2034 [K]	100	PULL BRESSE	1827 ROOM 18A TH ROOM
	102	PULL BRESSE	1827 ROOM 18A TH ROOM
	104	PULL BRESSE	1827 ROOM 18A TH ROOM
	106	PULL BRESSE	1827 ROOM 18A TH ROOM
	200	PULL BRESSE	1827 ROOM 18A TH ROOM
	202	PULL BRESSE	1827 ROOM 18A TH ROOM
	204	PULL BRESSE	1827 ROOM 18A TH ROOM
	206	PULL BRESSE	1827 ROOM 18A TH ROOM
	208	PULL BRESSE	1827 ROOM 18A TH ROOM
	210	PULL BRESSE	1827 ROOM 18A TH ROOM
2032 [K]	100	BAND CATTLE	2827 ROOM 18A TH ROOM
	102	BAND CATTLE	2827 ROOM 18A TH ROOM
	104	BAND CATTLE	2827 ROOM 18A TH ROOM
	106	BAND CATTLE	2827 ROOM 18A TH ROOM
	108	BAND CATTLE	2827 ROOM 18A TH ROOM
	110	BAND CATTLE	2827 ROOM 18A TH ROOM
	112	BAND CATTLE	2827 ROOM 18A TH ROOM
	114	BAND CATTLE	2827 ROOM 18A TH ROOM
	116	BAND CATTLE	2827 ROOM 18A TH ROOM
	118	BAND CATTLE	2827 ROOM 18A TH ROOM
708 [K]	100	SAND CAVE	2827 ROOM 18A TH ROOM
	102	SAND CAVE	2827 ROOM 18A TH ROOM
	104	SAND CAVE	2827 ROOM 18A TH ROOM
	106	SAND CAVE	2827 ROOM 18A TH ROOM
	108	SAND CAVE	2827 ROOM 18A TH ROOM
	110	SAND CAVE	2827 ROOM 18A TH ROOM
	112	SAND CAVE	2827 ROOM 18A TH ROOM
	114	SAND CAVE	2827 ROOM 18A TH ROOM
	116	SAND CAVE	2827 ROOM 18A TH ROOM
	118	SAND CAVE	2827 ROOM 18A TH ROOM



**J.H. MANICK, INC.**



The Reserve at Lake Mary, a Condominium

711 East Hudson Lane, Lake Mary, Florida 32746

EXHIBIT "2"

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**EXHIBIT "3" TO DECLARATION OF  
REGENCY PARK AT LAKE MARY, A CONDOMINIUM**

**SCHEDULE OF PERCENTAGE SHARES OF OWNERSHIP  
OF COMMON ELEMENTS AND COMMON SURPLUS  
AND OF SHARING OF COMMON EXPENSES  
BASED ON SQUARE FOOTAGE OF EACH UNIT  
IN RELATION TO THE TOTAL SQUARE FOOTAGE OF ALL UNITS**

<b>UNIT TYPE</b>	<b>PERCENTAGE SHARE</b>
<b>CORAL REEF</b>	<del>3714%</del>
<b>SAND DOLLAR</b>	<del>3467%</del>
<b>FLAMINGO</b>	<del>3761%</del>
<b>CALYPSO</b>	<del>2691%</del>
<b>MIRAGE</b>	<del>3762%</del>
<b>COZUMEL</b>	<del>3739%</del>
<b>PARADISE</b>	<del>4368%</del>
<b>SUNSET</b>	<del>4480%</del>
<b>PALM BREEZE</b>	<del>2739%</del>
<b>SAND CASTLE</b>	<del>3418%</del>
<b>SEASCAPE</b>	<del>2323%</del>
<b>SANDBAR</b>	<del>4805%</del>
<b>SEA BREEZE</b>	<del>2327%</del>

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