

DECLARATION OF CONDOMINIUM

PARK LAKE NUMBER ONE, a condominium

Declaration made May 1, 1983, pursuant to Chapter 718 of the Florida Statutes, by CASSIDY & ASSOCIATES, INC., a Florida corporation, organized and existing under the laws of Florida, having its principal offices at 150 Cypress Gardens Boulevard, Winter Haven, Polk County, Florida, and hereinafter referred to as Developer.

1. Submission of property: Developer, who is owner in fee simple of the land described in Exhibit A, the improvements constructed or currently being constructed thereon, together with all easements, rights and appurtenances belonging thereto, and all other property, personal and mixed, intended for use in connection therewith, hereinafter collectively referred to as the property, hereby declares certain divisions, covenants, restrictions, limitations, conditions, and uses respecting the property, intending thereby to submit the property to the provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the Condominium Act, and further intending thereby to create covenants running with the land and binding developer and its successors and assigns forever.

2. Name of Condominium. The name by which the property shall hereafter be known is PARK LAKE NUMBER ONE, a condominium.

3. Description of Land. The land on which the building and improvements constituting the property are located in Winter Haven, Polk County, Florida, is described on Exhibit A, attached hereto and made a part hereof.

4. Identification of Units. The Park Lake condominium consists of 36 residential condominiums. All units are shown and identified on the survey and plot plan, attached as Exhibit B-1 and B-2, respectively. The condominium units are located within three (3) buildings known as Biscayne, Cedar Break, and Cascade Buildings.

5. Unit Plans. A floor plan for each unit, containing a graphic description of the improvements within each unit, the size and dimension of each unit is attached hereto as Exhibits C-1 and C-2.

6. Common Elements. The common elements are shown on the plot plan attached as Exhibit B and consist of the following:

- (a) The parcel of land described above.
- (b) Parking facilities.
- (c) Walkways, sidewalks, and associated stairways to second floor units providing ingress and egress to all units.
- (d) Landscaped and lawn areas surrounding the building and parking area.
- (e) Central and appurtenant installations for services such as power, telephone, gas, water and other utilities, and sewer services (including all mains and laterals within the common lands); Developer has retained the exclusive right to provide Master Antenna or Satellite Television services to all units within the condominium, and Developer may assign said rights and shall retain an easement over and across the common areas to provide same.

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CONDOMINIUM MAP EXHIBITS FILED IN CONDOMINIUM BOOK PAGE(S) 1, 2 & 3, THIS DATE January 16, 1984

This instrument was prepared by Thomas C. Floyd of FLOYD, POBJECKY AND MYERS E. D. Brown 2222 Winter Haven, Fla. 33883

(f) All other parts of the property necessary or convenient to its existence, maintenance, and safety, or which are normally in common use.

7. Ownership of Common Elements. Each owner of a unit shall own in fee simple absolute a proportionate, undivided interest in the aforesaid common elements as set forth in Exhibit D, Schedule of Ownership Interest.

8. Proportionate representation; participation in common expenses. Each unit owner shall share in the common expenses, as hereinafter defined, and in the total voting power of the association of owners, in accordance with such unit owner's interest in the common elements. However, such proportionate representation may be limited in accordance with the provisions of the by-laws attached hereto as Exhibit E.

9. Definition of Common Expenses. For purposes of this declaration, "common expenses" means expenses for which unit owners shall be proportionately liable, including (1) all expenses of administration, maintenance, repair or replacement of the common elements, (2) expenses agreed upon as common expenses by all unit owners, (3) expenses for repair and maintenance of all utility installations located with the common elements, (4) a proportionate share of all expenses incurred by the Park Lake Master Association, a copy of the Articles of Incorporation, by-laws and the Declaration of Covenants and Restrictions of Park Lake are attached hereto as Exhibits G-1, G-2 and G-3, which shall be responsible for repair and maintenance of all interior roads, easements, water and sewer mains and laterals, medians, the lakefront access area, dock and gate, stormwater drains, pipes and associates, installations, signs, utility lines, street lights, irrigation pumps, line and equipment, insurance, walls and fences, utilities consumed in providing same and all additional common facilities dedicated by Developer to the Park Lake Master Association. The Park Lake Master Site Plan is attached as Exhibit H and (5) expenses declared common expenses by or pursuant to the provisions of the Condominium Act, this declaration, or the by-laws.

10. Covenants and Agreements. Developer, its successors and assigns, by this Declaration, and all future owners of units, by acceptance of their respective unit deeds, hereby covenant and agree as follows:

(a) The common elements shall remain undivided, and no right shall exist to partition or divide any of them, except when withdrawal of the property from the Condominium Act is authorized by all unit owners and the holders of all mortgages or other liens affecting all units, or directed by a court of equity as provided by law. On such authorization, all unit owners, mortgagees, and lienors shall execute and file for record in the office where this Declaration is filed, an instrument of revocation, the owners shall become tenants in common of the property, and each shall own an undivided interest therein equal to the percentage of his undivided interest in the common elements before the filing of such instrument. On the filing of such instrument of revocation, each lien on an individual unit shall become a lien on the individual undivided interest of the owner of such unit as tenant in common of the entire property. Removal of the property from the Condominium Act shall not bar subsequent resubmission to the provisions of such Act in accordance with the terms hereof. Removal of the property from the Condominium Act shall not relieve the unit owners of their responsibility for contributions to the Park Lake Master Association.

(b) If any portion of the common elements encroaches on any unit, or if any unit encroaches on any other unit, or any portion of the common elements, as a result of the construction of the building; or if any such encroachment shall occur as a result of settling or

shifting of the building, a valid easement for such encroachment and for the maintenance of the same so long as the building stands shall exist. If the building, or any common element or any unit therein, is partially or totally destroyed as a result of a fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, the minor encroachments of parts of the common elements on any unit, or of any unit on any other unit or on any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof for so long as the building stands, shall exist.

(c) Each unit owner shall have an easement in common with the owners of all other units:

(1) To use all streets, walks, parking areas, and other rights of way serving the units of the condominium as part of the common elements and providing access to the streets and other public ways.

(2) To use all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in any of the other units and serving his unit.

(3) To use all interior roads and easements throughout the PARK LAKE PROJECT as described in Exhibit H, except as modified or relocated by the Developer during the development of Park Lake.

Each unit shall also be subject to such easements in favor of the owners of all other units. The governing board, on behalf of all unit owners, shall have a right of access to each unit to inspect the same, and to maintain, repair, or replace the common elements therein or appurtenant thereto.

(d) Each unit space shall be occupied and used by its respective owner only as private dwellings for the owner, his family, tenants, and social guests, and for no other purpose whatsoever. All residents must be not less than 13 years of age.

(e) Each owner of a unit or units, shall, automatically on becoming owner of such unit or units, become a member of PARK LAKE ASSOCIATION NUMBER ONE, INC., hereinafter referred to as the association, and shall remain a member thereof until such time as his ownership shall be for any reason ceased, at which time his membership in the association shall likewise cease.

(f) In the event any unit becomes subject to foreclosure or judicial sale, each unit owner shall, immediately on becoming an owner thereof, grant to the governing board, on behalf of all unit owners, the right to acquire title to any unit sold at foreclosure or judicial sale.

(g) Any unit leased or acquired by the governing board in any manner whatsoever, shall be held by the board on behalf of all unit owners, in proportion to the respective common interests of such owners as set forth above.

(h) Administration of the condominium shall be in accordance with the provisions of this declaration and the by-laws of the association.

(i) Each unit owner, and all occupants of the units shall comply with the provisions of this declaration, their unit deed and the by-laws, rules, regulations, decisions, and resolutions of the association, as lawfully amended from time to time. Failure to comply with such provisions, decisions, or resolutions, shall be grounds for an action for damages, injunctive relief, or both, maintainable by the association or by any unit owner or by any person who holds a unit mortgage and is aggrieved by any such noncompliance.

(j) No owner of a unit may exempt himself from liability for his proportionate share of the common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his unit.

(k) Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-laws. Copies of such regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium upon request.

(l) Provided, however, that until Developer has closed the sales of all the units of the condominium, neither the unit owner nor the Association may make any use of the condominium property which shall interfere with the sale of the units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to, maintenance of a sales office, the showing of the property and the display of signs. The sales office, the furniture and furnishings in all model units, signs and all items pertaining to sales shall not be common elements and shall remain the property of the Developer. The Developer shall have the absolute right to rent or lease unsold condominium units without regard to any restrictions or limitations relating to the duration of leased units.

12. Assessment Liens. The association shall have a lien on each condominium unit for any unpaid assessments, together with interest thereon and reasonable attorney's fees paid or incurred by reason of the nonpayment thereof. Any such lien may be foreclosed by suit brought in the name of the association in the same manner as a suit to foreclose a mortgage on real property, and the association shall have the power to bid on the unit at any such foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments may also be maintained without foreclosing or waiving the lien securing the same.

13. Acquisition of unit at foreclosure sale; effect. Where the mortgagee of a first mortgage of record, or other purchaser of a unit obtains title to such unit as a result of the foreclosure of a mortgage, such purchaser, his heirs, successors and assigns, shall not be liable for the share of the common expenses or assessments by the association chargeable to such unit for any period prior to the acquisition of title to such unit by such purchaser. Any such unpaid share of common expenses or assessments shall be deemed common expenses collectible from all units, including the unit acquired by such purchaser, his heirs, successors and assigns.

14. Rental of Units. Units shall not be rented for transient or hotel purposes, which are defined as: (1) rental for any period less than 28 days; or (2) a rental for an period if the occupants of the unit are provided with customary hotel services, such as room service for food and beverages, maid service, laundry and linens, and bellboy services. With the exception of rentals for transient or hotel purposes, unit owners shall have the absolute right to lease their units, provided such leases are made subject to the covenants and restrictions contained in this declaration, and in the by-laws as they may from time to time be amended.

15. Destruction of or damage to property; effect. In the event of any damage to or destruction of (a) any improvements on the condominium property or any part thereof, required by this declaration, the by-laws, or by law to be insured by the association, such improvements or common elements shall be promptly repaired and restored by the association using the proceeds of such insurance. If such proceeds are inadequate to cover the cost of such repair or restoration, unit owners shall be assessed on an equitable basis according to the benefit derived by them for such repair or restoration. However, if (a)

the proceeds of such insurance are inadequate by a substantial amount or common element, or (b) such damage constitutes substantially total destruction of the condominium property or of one or more buildings comprising the condominium property, or (c) those unit owners entitled to exercise seventy five percent (75%) or more of the total voting power held by those unit owners within the building directly affected by such damage or destruction, voting in accordance with the procedure established in the by-laws, shall determine not to repair or restore, the association shall proceed to realize the salvage value of that portion of the condominium property so damaged or destroyed by sale or otherwise, and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale or other disposition of the property, together with the proceeds of any insurance, after making provision for the removal of all debris and the restoration of the land to level grade, if appropriate, shall be considered as one fund and shall be divided among unit owners directed affected by such damage or destruction in proportion to their respective undivided ownership of the common elements. Any liens or encumbrances on any affected unit shall be relegated to the interest of the owner thereof in the fund.

16. Eminent Domain. If all or any part of the common elements shall be taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the association and distributed by it among unit owners in proportion to their respective undivided interests in the common elements or limited common elements so taken, injured, or destroyed, except that such funds as are deemed by the association necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

17. Insurance. The Insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

(a) Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of unit owners. Such policies and endorsements shall be deposited with the Board of Directors. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, with offices or agents in Florida, provided, however, all such insurance policies must be accepted and approved by the institutional mortgagee holding the largest aggregate dollar sum of mortgages encumbering condominium parcels in the condominium, said sum to be ascertained at the time of purchase or renewal of each policy.

(b) Coverage.

Casualty. All buildings and improvements upon the land, including units and all personal property of the Association included in the condominium property, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and

the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance.
- (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(3) Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross liability endorsements to cover liability of the unit owners as a group to a unit owner.

(4) Workmen's Compensation. As shall be required to meet the requirements of law.

(5) Association Insurance. Such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association and the unit owners, including Directors' Liability Insurance or other insurance that an institutional mortgagee may reasonably require, so long as it is the owner of a mortgage on any condominium parcel.

(c) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association.

(d) Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and the mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to the Governing Board. All insurance policies shall require written notification to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the condominium property.

The Board of Directors shall not be liable for payments of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Board of Directors shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Board of Directors.

(e) Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as his share in the common elements, as same are hereinabove stated.

(f) Units. Proceeds on account of units shall be held in the following undivided shares:

1. Partial destruction. When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

2. Total destruction. When the building is to be restored, for the owners of all units in the building in proportion to their share of the common elements appurtenant to their unit.

3. Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

(g) Distribution of Proceeds. Proceeds of insurance policies received by the Governing Board shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of the Trust. All expenses of the Governing Board shall be first paid or provisions made therefor.

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

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

4. Certificate. In making distribution to unit owners and their mortgagees, the Governing Board may rely upon a certificate of the Association made by the President and Secretary as to the names of the unit owners and their respective shares of distribution.

(h) Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

18. Conveyance of Units; liability for assessments. Whenever a unit is voluntarily conveyed, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments for his share of common expenses up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor any amount paid by the grantee for such accrued assessments. Any grantee or mortgagee shall be entitled, within ten (10) days after request therefor, to a certificate for amounts owed, from the governing board of the association, by the grantor, and any person, other than the governing board who relies on such certificate shall be entitled to rely thereon, and shall not be liable for any amount in excess of the amount set forth in such certificate.

19. Association. In order to provide for the proficient and effective administration of this condominium by the owners of units, a non-profit corporation known and described as PARK LAKE NUMBER ONE ASSOCIATION, INC., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, its By-laws and the Rules and Regulations promulgated by the Association from time to time.

Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit E.

By-Laws. The By-laws of the Association shall be the By-laws of the condominium, a copy of which is attached hereto as Exhibit F.

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

Restraints upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as appurtenant to a unit.

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, such decision shall be expressed in accordance with the By-laws of the Association.

Membership. The record owners of all units in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to or fee interest in a condominium parcel in said condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recordation among the public records of Polk County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each unit.

20. Delegation of managerial and administrative duties. Any right, privilege, or duty herein granted to or imposed on the association or the governing board thereof other than the determination and levy of assessments for common charges and the enforcement of liens for failure to pay the same, may be delegated to a professional corporate managing agent by mutually binding contract entered into between the president or authorized agent of the association and such managing agent.

21. Maintenance, Alterations and Improvements. Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

A. Units

1. By the Association. The Association shall maintain, repair and replace at the Association's expense:

a. All portions of a unit contributing to the support of the condominium building, which portions shall include, but not be limited to, outside walls of the apartment building and all fixtures on its exterior, those portions of boundary walls not a part of unit; floor and ceiling slabs; load-bearing columns and load-bearing walls.

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained.

c. All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

2. By the Unit Owner: The responsibility of the unit owner shall be as follows:

a. To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the unit which, if omitted, would affect the condominium in its entirety or in a part belonging to others; being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and exterior doors, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connection required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit which may now or hereafter be situated in his unit.

b. To maintain, repair, and replace any and all walls, ceilings and floor surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his unit.

c. Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings patios, sundecks or balconies.

d. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

e. Plumbing and electrical repairs to fixtures and equipment located within a unit and exclusively servicing a unit shall be paid for and be a financial obligation of the unit owner.

f. Any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

g. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building and/or property.

3. Alteration and Improvement. Except as elsewhere reserved to the Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, remove any portion of such, make any additions to same or, do anything that would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

B. Common Elements.

1. By the Association. The maintenance and operation of the limited common elements and common elements, including the repair, maintenance and replacement of landscaping and other improvements and facilities shall be the responsibility of the Association as a common expense.

2. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by not less than two-thirds (2/3) of the members of the Association, if the cost of same shall be a common expense which exceeds in cumulative expenditure for the calendar year, the sum of \$3,000. Any such alteration or improvement shall not interfere with the rights of any unit owner without their consent.

3. Personal Property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

C. Enforcement of Maintenance. In the event the owner of a unit fails to maintain a unit as required above, the Association, Developer or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions.

Further, in the event a unit owner violates any of the provisions of this section, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

22. Covenants and Restrictions. The use of the property of the condominium shall be in accordance with the following provisions and Exhibit J.

A. Units. Each of the units shall be occupied only by an owner, members of his family, his servants, guests and tenants, as a residence and for no other purpose. No one bedroom unit shall be permanently occupied by more than 2 persons, and no two bedroom unit shall be permanently occupied by more than 4 persons.

B. Except as reserved to the Developer, no unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby.

C. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the unit or the apartment building without the prior written consent of the Board of Directors of the Association.

D. No clotheslines or similar devices shall be allowed on any patios, sundecks or balconies of the condominium units, or any other part of the condominium property, without the written consent of the Board of Directors of the Association.

E. No owner shall make, allow or cause to be made, any structural addition or alteration of his unit or the common elements without the prior written consent of the Association.

F. Common Elements and Limited Common Elements. The common elements and limited common elements shall be used only for the purpose for which they are intended.

G. Nuisances. No nuisances shall be allowed on the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property.

H. Lawful Use. No immoral, improper, offensive 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 thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

I. Signs. No signs shall be displayed from a unit or on common elements except such signs as shall have advance written approval by the Association.

J. Rules and Regulations. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request. A copy of the initial Rules and Regulations is attached hereto as Exhibit I.

K. Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the units of this condominium, neither the unit owners nor the Association shall make any use of the condominium property that shall interfere with the completion of all contemplated improvements and the sale of all units, and the Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs.

23. Amendment of Declaration. Except as provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

B. Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by 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 in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(b.1) Not less than seventy five (75%) percent of the votes of the entire membership of the Board of Directors and by not less than seventy five (75%) percent of the votes of the entire membership of the Association; or

(b.2) Not less than eighty percent (80%) of the votes of the entire membership of the Association; or

C. Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit hereto, or amendment hereto, as follows:

(c.1) Not less than fifty (50%) percent of the votes of the entire membership of the Board of Directors and by not less than fifty (50%) percent of the votes of the entire membership of the Association.

(c.2) Any amendment adopted pursuant to the provisions of paragraph 23.C. shall not materially adversely affect the property rights of unit owners.

(c.3) Until the Developer has sold and conveyed all of the units in the condominium, any amendment adopted pursuant to this paragraph 23.C. must be approved and consented to by the Developer.

D. Proviso. No amendment shall discriminate against any unit owner or against any unit, or class or group of units, unless the unit owners so affected and their institutional mortgagees shall consent; and no amendment shall change any unit or the share in the common elements, and other of its appurtenances or increase the owner's share of the common elements, and other of its appurtenances or increase the owner's share of the common expenses, except as hereinabove provided, unless the owner of the unit concerned and all such mortgagees as first above recited, shall join in the execution of the amendment. Neither shall an amendment make any changes in the section entitled "Insurance" unless the record owner of all mortgages upon the condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

E. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Polk County, Florida.

F. Amendments. The Section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon condominium parcels.

24. Surveyor's Certificate. The construction of all of the improvements described in this Declaration is not substantially complete as of the date of this Declaration of Condominium. Upon substantial completion of construction of the improvements the developer will file an amendment to this Declaration of Condominium to include the Surveyor's Certificate.

25. Transfer of Association Control. The Developer shall transfer control of PARK LAKE ASSOCIATION NUMBER ONE, INC. to the unit owners as set forth in Florida Statutes 718.301.

26. Amendment of Plans.

A. Alteration of Plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between the units, as long as Developer owns the units so altered. No such change shall increase the number of units or materially alter the boundaries of the common elements without amendment to this Declaration by approval of the Association, apartment owner and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units, the shares and the common elements appurtenant to the units concerned.

B. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of unit plans by Developer needs to be signed and acknowledged only the Developer and need not be approved by the Association, unit owners or lienors or mortgagors or units or of the condominium, whether or not elsewhere required for an amendment.

27. Invalidity. If any one or more provisions of this declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this declaration.

28. Easements/Utility Agreements. The property described in Exhibit A is subject to easements for utilities, ingress and egress, and stormwater drainage as shown on the plot plan, Exhibit B. Water and wastewater are provided to each unit by the City of Winter Haven and each unit owner shall be billed separately on a monthly basis for the service. Television service via a master antenna or satellite service shall be provided by Developer, who shall retain the exclusive right to provide the service which shall be charged to the unit owners that subscribe to the service.

29. Agreement for Maintenance of Interior Roads. The Association shall automatically become a member of the PARK LAKE MASTER ASSOCIATION. The PARK LAKE MASTER ASSOCIATION shall be responsible for including, but not limited to, the maintenance of all interior roads and medians, water and sewer mains, and fire hydrants located within, (except as maintained by the City of Winter Haven), easements and the irrigation systems (outside the common areas of this condominium or subsequent condominiums) to be constructed within the PARK LAKE PROJECT by developer as legally described on Exhibit H. The PARK LAKE ASSOCIATION NUMBER ONE, INC. shall pay to the PARK LAKE MASTER ASSOCIATION its prorata share of these expenses as set forth in the Declaration of Covenants and Restrictions of Park Lake. The Developer agrees that the total number of units shall not exceed 450 units and may also include non-residential facilities, which shall pay a fee to the PARK LAKE MASTER ASSOCIATION based on the ratio of interior square footage of any non-residential structure to the total interior square footage within the PARK LAKE PROJECT. A copy of the PARK LAKE MASTER ASSOCIATION Articles of Incorporation and By-laws are attached as Exhibits G-1 and G-2 respectively.

30. Definition of Terms. All terms shall be defined in accordance with Florida Statutes 718.103.

31. Waiver. No provision contained in this declaration shall be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of such failure of enforcement.

32. Captions. Captions are inserted in this declaration for convenience and reference only, and shall not be taken in any way to limit or describe the scope of this declaration or any provision hereof.

IN WITNESS WHEREOF, developer/owner has executed this declaration of condominium on the date first above written.

CASSIDY & ASSOCIATES, INC.

ATTEST: Coral C. Pinehart
Secretary

By: Thomas Cassidy
President

EXHIBIT "A"

TO

DECLARATION OF CONDOMINIUM OF PARK LAKE NUMBER ONE

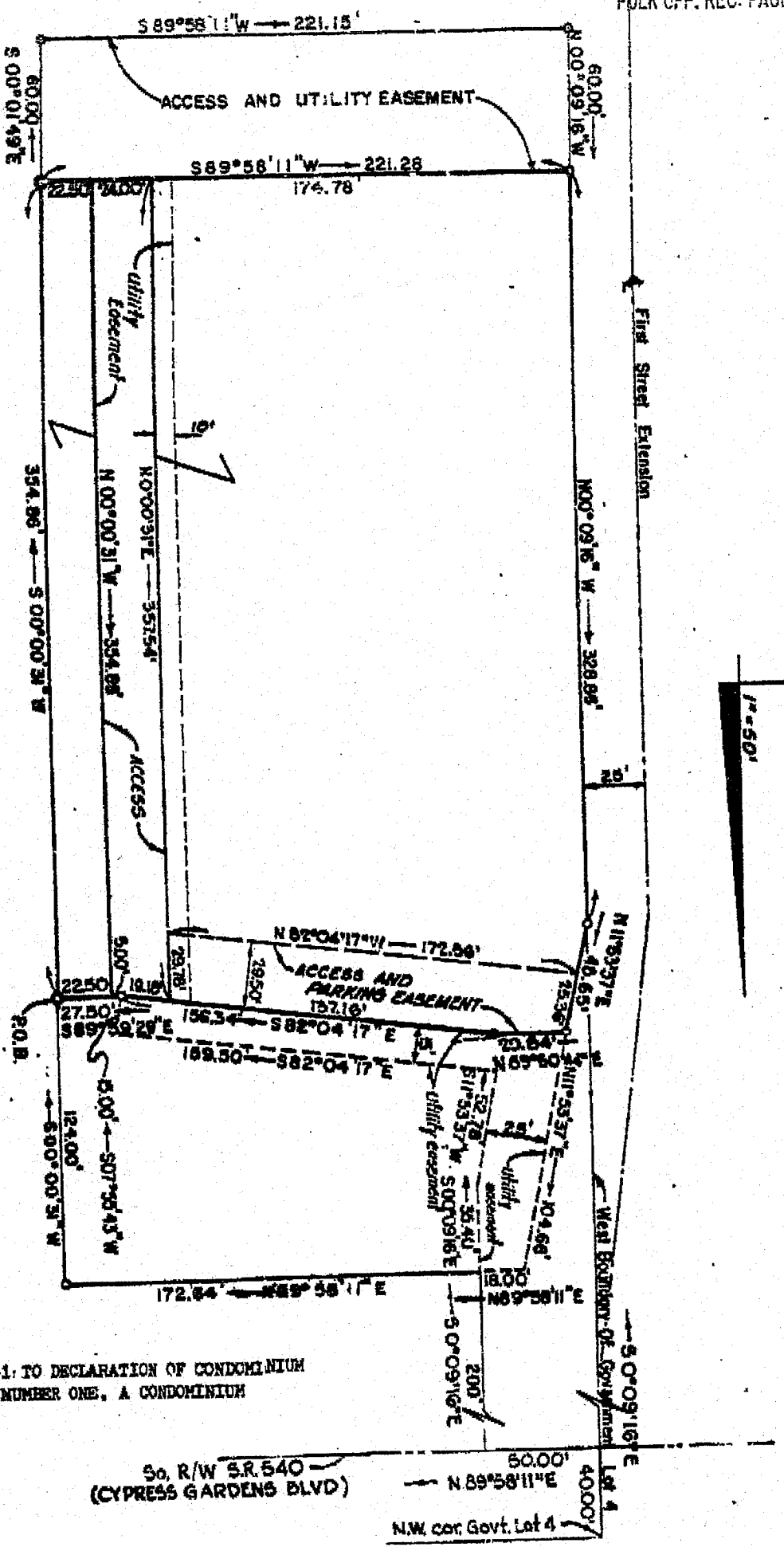
ASSOCIATION NUMBER ONE OF PARK LAKE ON LAKE LULU

That part of Government Lot 4 in Section 3, Township 28 South, Range 26 East, Polk County, Florida, described as follows:

Commence at the northwest corner of said Government Lot 4 and run thence South 0°09'16" East along the west boundary thereof a distance of 40.00 feet to a point on the south right of way line of State Road Number 540 (Cypress Gardens Boulevard); thence North 89°58'11" East along said south right of way line a distance of 50.00 feet; thence South 0°09'16" East 200.00 feet, North 89°58'11" East 172.64 feet and South 0°00'31" West 124.00 feet for a POINT OF BEGINNING; thence continue South 0°00'31" West 340.00 feet; thence North 89°59'29" West 221.32 feet to a point on the west boundary of said Government Lot 4; thence North 0°09'16" West along said west boundary a distance of 313.85 feet; thence North 11°53'37" East 48.65 feet, North 89°50'44" East 29.84 feet, South 82°04'17" East 156.34 feet and South 89°59'29" East 27.50 feet to the POINT OF BEGINNING, LESS the East 24.00 feet of the east 46.50 feet thereof for roadway, containing 1.596 acres, more or less.

Prepared by:
Pickett and Associates, Inc.
Professional Engineering and Land Surveying
P. O. Box 138
Bartow, Florida 33830

May 18, 1983

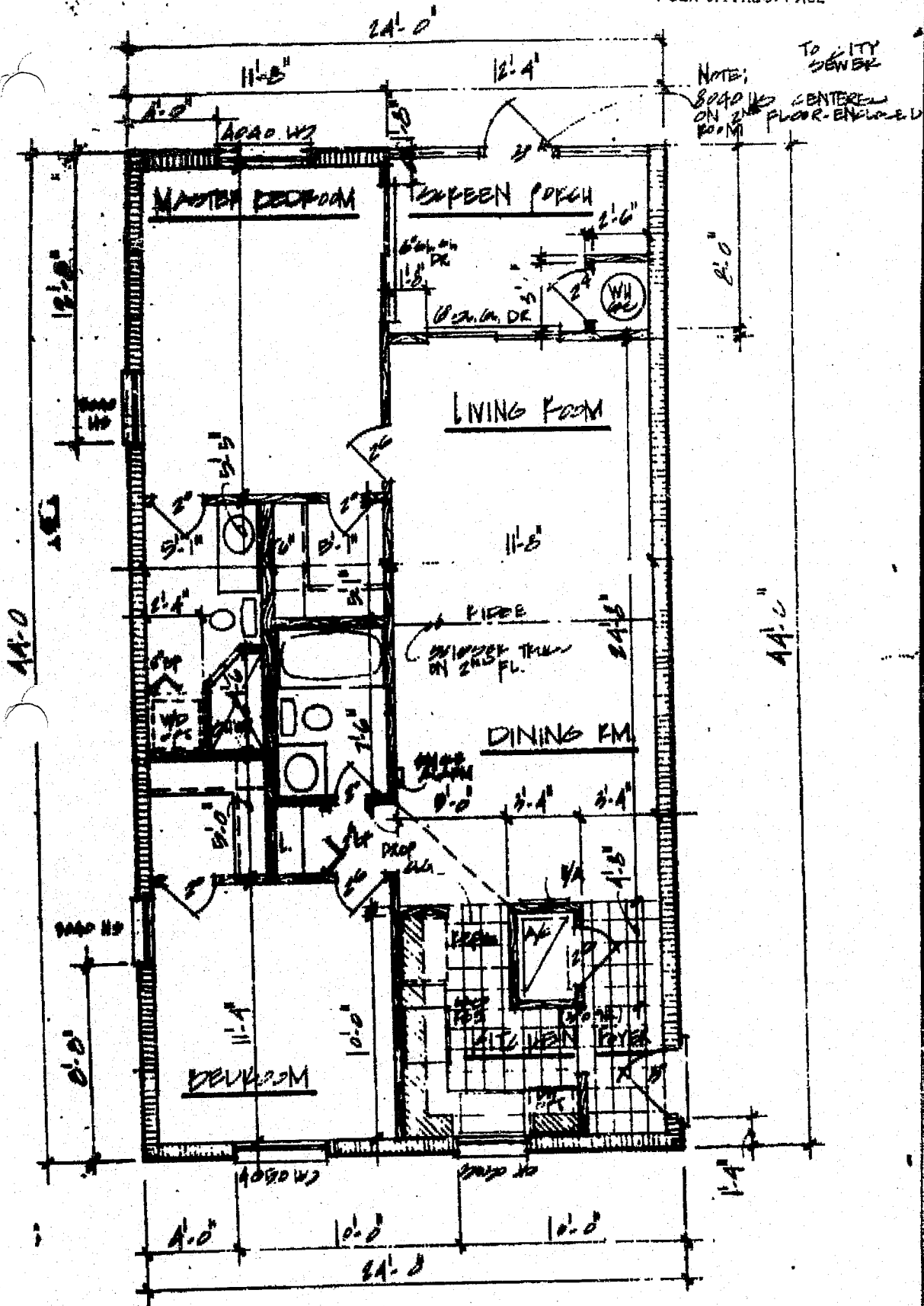


Plat E-1, TO DECLARATION OF CONDOMINIUM
 LAKE NUMBER ONE, A CONDOMINIUM

So. R/W S.R. 540
 (CYPRESS GARDENS BLVD)

50.00'
 N 89° 58' 11" E
 N.W. cor. Govt. Lot 4





FLOOR PLAN

NOTE

804
N
100

UTILITY

WATER W/ (PT)

W4

CORNER ROOM

BREAK. RM

DINING RM.

KITCHEN

LIVING RM.

CL. 2ND FLOOR
TRAILER

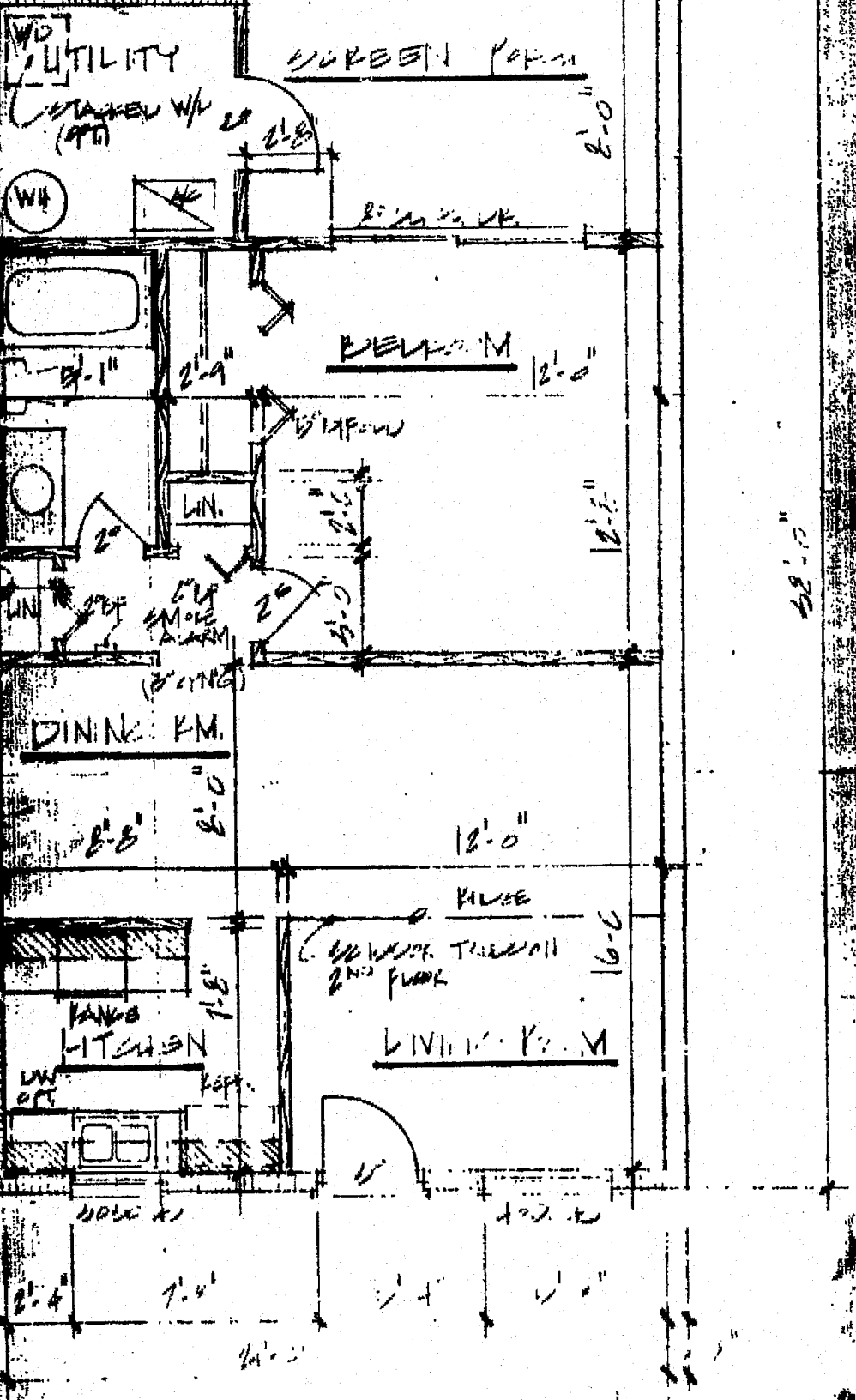


EXHIBIT "D"
TO
DECLARATION OF CONDOMINIUM OF PARK LAKE NUMBER ONE

SCHEDULE OF OWNERSHIP OF COMMON ELEMENTS
(Share of Common Expenses)

Each owner of a unit shall share in the common expenses in proportion to his share of ownership in the common elements which is as follows:

Units 1 - 35	2.780% per unit	total	97.3%
Unit 36	2.700% per unit	total	2.7%
		TOTAL	100.0%

FIRST AMENDMENT OF DECLARATION OF CONDOMINIUM
PARK LAKE NUMBER ONE

This Amendment to Declaration of Condominium of Park Lake Number One, entered into this 1st day of February, 1984, by Cassidy & Associates, Inc., a Florida corporation, and Park Lake Association Number One, Inc., and Park Lake Master Association, Inc., both Florida non-profit corporations, does hereby amend the Declaration of Condominium of Park Lake Number One, a condominium, dated May 1, 1983, recorded January 16, 1984 in Official Record Book 2209, beginning at page 0610.

WHEREAS, the original Exhibit "A" of legal description for Park Lake Number One, which was recorded in Official Record Book 2209, page 0622 of the public records of Polk County, Florida was inadvertently overlooked when the legal description for Park Lake Number One was amended to read as shown on the plot plans recorded in Condominium Book 7, pages 1, 2 and 3, and

WHEREAS, the Certificate of Incorporation of Park Lake Association Number One, Inc. has been issued by the Secretary of State of the State of Florida and is attached hereto, and that the Park Lake Association Number One, Inc. does also hereby join in, ratify and approve the amendment of the Declaration of Condominium, and

WHEREAS, the Certificate of Incorporation of Park Lake Master Association, Inc. has been issued by the Secretary of State of the State of Florida and is attached hereto, and that the Park Lake Master Association, Inc. does also hereby join in, ratify and approve the amendment of the Declaration of Condominium,

NOW, THEREFORE, the Declaration of Condominium of Park Lake Number One, a condominium, is hereby amended as follows:

1. That Exhibit "A" as originally recorded in Official Record Book 2209, page 0622 is amended to correspond with the legal description of Park Lake Number One as shown on the plot

POLK CO.
Prepared by
Wanda C. Floyd (4)
OF FLOYD, FOSBECK AND DANTZLER
P. O. Drawer 7323, Winter Haven, Fla. 33883-7323

plans of Park Lake Number One, condominium, recorded in Condominium Book 7, pages 1, 2 and 3, and a copy of the amended Exhibit "A" is attached hereto and made a part hereof, and is being simultaneously recorded in the Official Records maintained by Polk County, Florida.

2. That the Certificates of Incorporation of Park Lake Association Number One, Inc. and of Park Lake Master Association, Inc. are recorded as part of the Declaration of Condominium of Park Lake Number One and are attached hereto and made a part hereof.

WITNESS our hands and seals this 1st day of February, 1984.

CASSIDY & ASSOCIATES, INC.

By: Howard Cassidy
Attest: Peter E. Cassidy

PARK LAKE ASSOCIATION NUMBER ONE, INC.

By: Albert H. Cassidy
Attest: Emille B. Dola

PARK LAKE MASTER ASSOCIATION, INC.

By: Albert H. Cassidy
Attest: Howard Cassidy

ARTICLES OF INCORPORATION
OF
PARK LAKE ASSOCIATION NUMBER ONE, INC.
A Florida corporation not for profit

The undersigned incorporators by these articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and adopt the following articles of incorporation:

ARTICLE I. NAME.

The name of this corporation is PARK LAKE ASSOCIATION NUMBER ONE, INC. For convenience, the corporation shall be referred to in this instrument as the "association", these articles of incorporation as the "articles" and the bylaws of the association as the "bylaws".

ARTICLE II. TERM OF EXISTENCE.

The association shall have perpetual existence.

ARTICLE III. PURPOSE.

This association is organized for the purpose of providing an entity under the Florida Condominium Act (the Act) for the operation of a condominium located in Polk County, Florida, and known as Park Lake Condominium Number One (the Condominium), created pursuant to the declaration of condominium (the declaration).

ARTICLE IV. MEMBERS.

The qualification of members and the manner of their admission shall be as regulated by the bylaws.

ARTICLE V. INITIAL REGISTERED OFFICE AND AGENT.

The street address of the initial registered office of this corporation is 786 Avenue C, S.W., Winter Haven, Florida and the name of the initial registered agent of this corporation at that address is Thomas C. Floyd.

ARTICLE VI. FIRST BOARD OF DIRECTORS.

The number of persons constituting the first board of directors shall be three and their names and addresses are as follows:

- Albert H. Cassidy 632 Avenue T, SE
Winter Haven, Florida 33880
- Albert B. Cassidy 2500 Roosevelt Drive, SE
Winter Haven, Florida 33880
- Camille B. Isola 699 Avenue G, SE
Winter Haven, Florida 33880

ARTICLE VII. INCORPORATORS.

The names and addresses of the incorporators to these articles are as follows:

- Albert H. Cassidy 632 Avenue T, SE
Winter Haven, Florida 33880
- Albert B. Cassidy 2500 Roosevelt Drive, SE
Winter Haven, Florida 33880
- Camille B. Isola 699 Avenue G, SE
Winter Haven, Florida 33880

IN WITNESS WHEREOF, the undersigned incorporators have executed these articles of incorporation on this 16th day of January, 1984 .

Albert H. Cassidy
Albert H. Cassidy, Incorporator

Albert B. Cassidy
Albert B. Cassidy, Incorporator

Camille B. Isola
Camille B. Isola, Incorporator

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of January, 1984 , by Albert H. Cassidy, Albert B. Cassidy, and Camille B. Isola.

Brandon M. Suits
Notary Public

My Commission Expires: 2-3-87

ACCEPTANCE OF REGISTERED AGENT.

Having been named as registered agent to accept service of process for Park Lake Association Number One, Inc., at the place designated in these articles, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Thomas C. Floyd
Thomas C. Floyd, Registered Agent

BYLAWS OF
PARK LAKE ASSOCIATION NUMBER ONE, INC.
A CONDOMINIUM PURSUANT TO THE
FLORIDA CONDOMINIUM ACT.

ARTICLE ONE. PLAN OF OWNERSHIP

SECTION ONE. UNIT OWNERSHIP. The condominium, located at First Street, South, Winter Haven, Florida 33880, is submitted to the provisions of Chapter 718 of the Florida Statutes, known as the Condominium Act, by declaration recorded simultaneously herewith in the office of the county recording officer of Polk County, Florida.

SECTION TWO. APPLICABILITY TO PROPERTY. The provisions of these by-laws are applicable to the condominium, which term includes the land, the buildings, and all other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all other property, personal and mixed, intended for use in connection therewith.

SECTION THREE. APPLICABILITY TO PERSONS. All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the condominium in any manner shall be subject to these by-laws, the declaration, relevant unit deeds, and rules and regulations pertaining to the use and operation of the condominium property.

Acquisition, rental, or occupancy of any unit in the condominium shall be sufficient to signify acceptance and ratification of the provisions of the aforementioned instruments, and an agreement to comply therewith.

ARTICLE TWO. FORM OF ADMINISTRATION.

SECTION ONE. THE ASSOCIATION AND GOVERNING BOARD. Members of the initial governing board shall be designated by the developer or elected by the unit owners as follows:

(a) Until fifteen per cent (15%) of the units that will eventually be operated by the association are owned by unit owners other than developer, and thereafter until successors shall have been elected by unit owners, the governing board shall consist of such of the officers and directors of developer as developer shall from time to time designate.

(b) When unit owners other than the developer own fifteen per cent (15%) or more of the units, then, in an election by unit owners as provided by law and in these by-laws, unit owners other than developer shall elect one member of the three member board, and one member previously designated by developer shall resign.

6 (c) The unit owners' representation on the board specified above shall continue until an election, as provided by law and in these by-laws, after the earliest of (1) the date three (3) years after sales by developer of fifty (50%) percent of the units in the condominium have closed; or (2) the date three (3) months after sales by developer of ninety percent (90%) of the units in the condominium have closed; or (3) the date when all the units have been completed, some of them have sold, and no unsold units are being offered for sale by developer in the ordinary course of business. At such election, and in all subsequent elections, the unit owners other than developer shall elect a majority of the members of the board.

(d) Persons elected to the governing board by unit owners other than developer shall be owners, co-owners, spouses of owners, or mortgagees of units, officers, directors, shareholders, or employees of such corporations.

SECTION THREE. POWERS AND DUTIES. The governing board shall have the powers and duties necessary for the administration of the affairs of the condominium, and may do all such acts and things as are

permitted by law, by the declaration, or by these by-laws directed to be exercised and done by the unit owners. The powers and duties to be exercised by the governing board shall include, but shall not be limited to, the following:

- (a) Maintenance, repair, replacement, cleaning and sanitation of the common elements;
- (b) Determination, assessment, and collection of funds for common expenses of the association and expenses of the Park Lake Master Association, and payment of such expenses;
- (c) Adoption, distribution, amendment, and enforcement of rules governing the use and operation of the condominium and the use of the common elements, subject to the right of a majority of unit owners to change such rules;
- (d) Procurement and maintenance of insurance as hereinafter provided.
- (e) Maintenance of accounting records, in accordance with law and generally accepted accounting principles, which records shall be made available for inspection by unit owners and mortgagees at all reasonable times.
- (f) Authorization and prosecution, in the name of the association, of any and all actions and proceedings deemed necessary or appropriate in furtherance of the interests of unit owners generally, including suits to foreclose liens for nonpayment of assessments or to recover money judgments for unpaid assessments;
- (g) Entry into any and all contracts deemed necessary or appropriate in furtherance of the interests in unit owners generally;
- (h) Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the property, the common elements, and the restricted common elements;
- (i) Establishment of bank accounts in the name of the condominium, and authorization of signatories therefor;
- (j) Contracting for maintenance of and repairs of and additions and improvements to the property, and for repairs to and restoration of the property in accordance with the provisions of these by-laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (k) Employment of managing agent and/or manager at such reasonable compensation and to perform such duties as the governing board may authorize; provided, however, that the governing board shall not delegate to any such managing agent or manager any of the powers set forth in subsections (c), (f), (g), and (k) of this section, nor may it delegate the power to determine and assess common charges as provided in subsection (b) of this section.

(l) All powers specified in Florida Statutes 718.111 and 718.112.

SECTION FOUR. ELECTION AND TERMS OF OFFICE. At the first meeting of unit owners after the date on which unit owners other than developer become entitled to elect at least a majority of the members of the governing board, the terms of office of board members shall be fixed as follows: the term of office of one member shall be set at three years; the term of office of one member shall be set at two years; and the term of office of one member shall be set at one year. At the expiration of the initial term of office of each board member, his successor shall be elected to serve for a term of three years. Board members shall hold office until their successors have been elected and hold their first meeting.

SECTION FIVE. VACANCIES. Vacancies in the governing board caused by any reason other than the removal of a member by vote of the unit owners shall be filled by a vote of the majority of the remaining board members, even though they may constitute less than a quorum; each person so elected shall hold office until a successor is elected at the next annual meeting of unit owners.

SECTION SIX. REMOVAL OF BOARD MEMBERS. At any regular or special meeting duly called, any one or more members of the governing board may be removed with or without cause by a majority vote of unit owners, and a successor may then and there be elected to fill the vacancy so created. Any board member so elected shall serve for the unexpired term of his predecessor in office. Any member whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of removal.

SECTION SEVEN. ORGANIZATIONAL MEETING. The first meeting of each governing board, at least a majority of the members of which have been elected by unit owners other than developer, shall be held within 60 days after the election of such board, at such place as may be fixed by the board. No notice shall be necessary to the newly elected governing board to legally constitute such meeting, providing that a majority of the board shall be present.

SECTION EIGHT. REGULAR MEETINGS. Regular meetings of the governing board may be held at such times and places as shall from time to time be determined by the board; provided, however, that at least one such meeting shall be held during each calendar year. Notice of each regular meeting of the governing board shall be given to each board member personally, or by mail, telephone, or telegraph, at least ten days prior to the date set for such meeting.

SECTION NINE. SPECIAL MEETINGS. Special meetings of the governing board may be called by the president, and shall be called by the president or secretary on the written request of at least two board members, on 3 days' notice to each board member, given personally, or by mail, telephone or telegraph. The unit owners may call a special meeting as provided in Florida Statutes, Chapter 718. Any such notice shall state the time, place and purpose of the meeting.

SECTION TEN. MEETINGS OPEN TO UNIT OWNERS. All meetings of the governing board shall be open to all unit owners. Notice of each meeting will be posted at least 48 hours before the meeting, except in the case of emergency meetings.

SECTION ELEVEN. WAIVER OF NOTICE. Any board member may at any time waive notice of any meeting of the board in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance of any board meeting by a member shall constitute a waiver of him of notice of the time and place thereof. If all board members are present at any meeting of the board, no notice shall be required, and any business may be transacted at any such meeting.

SECTION TWELVE. QUORUM OF GOVERNING BOARD. At all meetings of the governing board, a majority of the board shall constitute a quorum for the transaction of business, and the acts of a majority of members present at a meeting at which a quorum is present shall constitute the acts of the board. If at any meeting of the governing board there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION THIRTEEN. MINUTES. Minutes shall be taken at all meetings and be available for inspection at the President's or Secretary's unit by unit owners and board members at all reasonable times.

SECTION FOURTEEN. FIDELITY BONDS. The governing board shall require that all officers and employees of the condominium handling or responsible for condominium funds furnish adequate fidelity bonds as required by Florida Statutes, Chapter 718. The premium on such bonds shall constitute a common expense.

SECTION FIFTEEN. COMPENSATION. No member of the governing board shall receive compensation for acting as such. Nothing herein contained shall be construed to preclude any board member from serving the condominium or the board member from serving the condominium or the board in any other capacity and receiving compensation therefor.

SECTION SIXTEEN. LIABILITY OF GOVERNING BOARD. Members of the governing board shall not be liable to unit owners for mistakes in judgment, for negligence, or otherwise, except for their own wilful misconduct or bad faith. Nor shall members of the board be personally liable with respect to any contract made by them on behalf of the association, and unit owners shall indemnify the board and each member thereof against all contractual liability to third parties arising out of contract made by the board on behalf of the association. However, such indemnification shall not extend to any contract made in bad faith or contrary to the provisions of the declaration or of these by-laws. The liability of each unit owner arising out of any contract made by the governing board or out of the aforesaid indemnification of the member so the board shall be the proportion of the total liability that such unit owner's interest in the common elements bears to the interests of all unit owners in the common elements. Every agreement made by the governing board or by any managing agent or manager employed by the board on behalf of the condominium shall provide that the members of the board, or the managing agent or manager, as the case may be, are acting only as agents for the unit owners, and shall have no personal liability thereunder except as unit owners, and shall further provide that each unit owner's liability thereunder is limited to the proportion of the total liability thereunder that his interest in the common elements bears to the interests of all unit owners in the common elements.

ARTICLE THREE. OFFICERS

SECTION ONE. DESIGNATION. The principal officers of the association shall be a president, a secretary and a treasurer, all of whom shall be elected by and from the governing board. The governing board may also appoint one or more vice presidents, an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary, none of which need be members of the board.

SECTION TWO. ELECTION OF OFFICERS. The officers of the association shall be elected annually by the governing board at its organizational meeting, and shall hold office at the pleasure of the board.

SECTION THREE. REMOVAL OF OFFICERS. On the affirmative vote of a majority of the members of the governing board, any officer may be removed, with or without cause, and his successor may be elected at any regular meeting of the board, or at any special meeting of the board called for that purpose.

SECTION FOUR. PRESIDENT. The president shall be the chief executive officer of the association. He shall preside at all meetings of the governing board and of unit owners. He shall have all general powers and duties that are incident to the office of president of Park Lake Number One Association, Inc., including, without limitation, the power to appoint committees from among the owners from time to time as he may deem appropriate to assist in the conduct of the affairs of the association.

SECTION FIVE. SECRETARY. The secretary shall keep the minutes of all meetings of the governing board and of unit owners; he shall have charge of such books and papers as the governing board may determine; and he shall, in general, perform all the duties incident to the office of secretary of a Florida corporation not for profit.

SECTION SIX. TREASURER. The treasurer shall have responsibility for the funds and securities of the association, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the governing board or managing agent, in such depositories as may from time to time be designated by the governing board, and shall, in general, perform all duties incident to the office of treasurer of a Florida corporation not for profit.

SECTION SEVEN. COMPENSATION. No officer shall receive any compensation from the association for acting as such; provided, however, that nothing contained herein shall be construed to preclude any officer from serving the association in any other capacity, and receiving compensation therefor.

ARTICLE FOUR. UNIT OWNERS.

SECTION ONE. ANNUAL MEETINGS. Within 60 days after the date on which unit owners other than developer own fifteen percent (15%) of the units that will eventually be operated by the association, the governing board shall call and give notice of the first annual meeting of unit owners, which meeting shall be held not less than 30 or more than 40 days after the date of the notice. At such meeting one-third of the officers and directors of developer holding office as members of the governing board shall resign, as provided elsewhere in these bylaws, and unit owners other than developer shall elect one member to the board. Thereafter, annual meetings of the unit owners shall be held on the third Monday of each January of each succeeding year. At each such subsequent meeting the unit owners shall elect a number of members to the governing board sufficient to fill all vacancies and to replace or reelect members whose terms have expired. Unit owners may also transact such other business of the association as may properly come before the meeting. Written notice shall be given to each unit owner and shall be posted in a conspicuous place on the property at least 14 days prior.

SECTION TWO. SPECIAL MEETINGS. The president may, and shall if directed by resolution of the governing board or by petition signed and presented to the secretary by unit owners owning a total of at least ten (10%) percent of the common interest, call a special meeting of unit owners. The notice of any special meeting shall state the time and place of the meeting, and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent either in person or by proxy of unit owners owning at least fifty percent (50%) of the common interest.

SECTION THREE. PLACE OF MEETINGS. Meetings of unit owners shall be held at the principal office of the association, or at such other suitable place convenient to the owners as may be designated by the governing board.

SECTION FOUR. NOTICE OF MEETINGS. It shall be the duty of the secretary to mail a notice of each annual or special meeting stating the purpose, the time, and the place thereof, to each unit owner at least 14 days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served. However, every such notice will also be posted in a conspicuous place on the condominium property at least 14 days prior to the meeting to which it refers.

SECTION FIVE. QUORUM. At all meetings of unit owners, 50% of the unit owners shall constitute a quorum for transaction of business. If a quorum is present at a meeting, the acts of a majority of owners of those unit owners present shall bind all unit owners for all purposes other than those for which a higher percentage is required by law, by the declaration, or by these bylaws. If, at any meeting of unit owners less than a quorum is present, a majority of those present may adjourn the meeting to a time not less than one from the time the original meeting was called. At any such subsequent meeting at which

a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION SIX. ORDER OF BUSINESS. The order of business at all meetings of unit owners shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of governing board.
- (f) Reports of committees.
- (g) Election of inspectors of election (when appropriate).
- (h) Election of members of governing board (when required).
- (i) Unfinished business.
- (j) New business.

SECTION SEVEN. VOTING. The owner or owners of each unit, or some person appointed by such owner or owners to act as proxy on his or their behalf, shall be entitled to cast the vote appurtenant to each such unit at all meetings of unit owners. The appointment of any proxy shall be made in writing with the secretary, and shall be revocable at any time by notice in writing to the secretary. No one person may hold more than five (5) proxies. Voting shall be on a percentage basis. The percentage of the vote to which an owner is entitled shall be the percentage or the sum of percentages of ownership interest in the common elements assigned to the unit or units owned by him as set forth in this declaration.

SECTION EIGHT. MINUTES. Minutes shall be taken at all meetings of unit owners. Copies of the minutes shall be available for inspection at the President's or Secretary's unit.

SECTION NINE. TITLE TO UNITS. Title to units may be acquired and held in the name of an individual, in the name of two or more persons as joint tenants, tenants in common, or any other joint estate recognized under Florida law, or in the name of a corporation, a partnership, or a fiduciary.

ARTICLE FIVE. OPERATION OF PROPERTY.

SECTION ONE. DETERMINATION OF COMMON CHARGES. Each year, the governing board shall prepare a proposed budget of common expenses for the association. This budget shall include projections of common expenses, common revenues (from sources, if any, other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against unit owners proportionate to each unit owner's interest in the common elements, as provided in the declaration.

As used in these bylaws, the term "common expenses" or "common charges" shall mean expenses or charges for which unit owners are proportionately liable, and shall include, but shall not be limited to the following:

- (a) All expenses of administration, maintenance, repair, and replacement of the common elements or limited common elements.
- (b) Insurance premiums on all policies of insurance obtained by the governing board, managing agent, or manager, as the case may be, pursuant to Sections Fourteen and Fifteen of this Article.
- (c) Working capital reserve.
- (d) General operating reserve.
- (e) Repair and replacement reserve.
- (f) Reserve for deficits accrued in prior years.
- (g) Taxes upon association property.
- (h) Costs of providing building security.
- (i) Fees payable to the State of Florida.

(j) Utility rates for electricity, water, sewer, gas, etc. for serving the common elements and water, sewer and garbage service for all units.

(k) Proportionate share of Park Lake Master Association's expenses.

(l) All other amounts that the owners may agree upon or that the governing board may deem necessary or appropriate for the operation, administration, and maintenance of the condominium.

(m) All other amounts designated common expenses by the declaration, by these bylaws, or by law.

A copy of the proposed budget will be mailed to each unit owner not less than 30 days prior to the meeting at which the budget will be considered by the Board, together with a notice of that meeting. A final budget of common expenses will be adopted by the Board at such meeting, subject to the rights of the unit owners provided by law in the case of any budget requiring assessment against the unit owners in an amount exceeding one hundred and fifteen percent (115%) of the assessment for the preceding year. Each unit owner will be advised in writing of the amount payable by him during the following year.

SECTION TWO. COLLECTION OF ASSESSMENTS. The governing board shall, by suitable written notice, assess common charges against unit owners monthly, on the first day of each month, each such assessment covering the next. If any such installment remains unpaid for more than 15 days from the date due, the governing board will take prompt action to collect it.

SECTION THREE. COMMON SURPLUS. If in any taxable year, the net receipts of the association from assessments and all other sources except casualty insurance proceeds and other nonrecurring items exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year as may be determined by the governing board, such excess shall be retained and applied to lessen the assessments for the next succeeding year, the amount of such reduction for each unit owner being in proportion to his undivided interest in the common elements.

SECTION FOUR. LIABILITY FOR ASSESSMENTS. All unit owners are obligated to pay the common charges assessed by the governing board at the times set forth in these bylaws. No unit owner may exempt himself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit. However, no unit owner shall be liable for any assessment for common charges against his unit subsequent to a sale, transfer, or other conveyance by him of such unit made in accordance with the provisions of Section Three of Article Seven of these bylaws. Moreover, any owner of a unit that is free and clear of all liens and encumbrances other than a first mortgage and the statutory lien for unpaid common charges, may, subject to the provisions of these bylaws, convey such unit to the governing board or its designee, corporate or otherwise, as grantee on behalf of all other unit owners, and such conveyance shall exempt the owner from liability for any common charges assessed thereafter. In all voluntary conveyances of units, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover over against the grantor for any amounts paid by the grantee. However, any such grantee, or any mortgagee shall be entitled, within ten (10) days after making request therefor, to a certificate from the governing board, or the managing agent or manager as the case may be, setting forth the amount of unpaid assessments pertaining to such unit, and in such event, any person other than grantor who relies on such certificate shall be entitled to rely thereon, and shall not be liable for any amounts in excess of the amount stated therein. A mortgagee or other purchaser of a unit at a foreclosure sale shall not be liable for nonpayment of any common charges assessed prior to the date of the foreclosure sale, and such unit shall not be subject to a lien for nonpayment of such charges.

SECTION FIVE. DEFAULT IN PAYMENT OF COMMON CHARGES. In the event a unit owner shall fail for 15 days following the due date thereof, to pay to the governing board the common charges assessed against his unit, such unit owner shall be deemed in default, and shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including reasonable attorney's fees, incurred by the governing board in any proceeding brought to collect the same, or to foreclose a lien for nonpayment thereof.

SECTION SIX. FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES. It shall be the right and duty of the governing board to attempt to recover unpaid common charges, together with interest thereon, and expenses of the proceeding, including reasonable attorney's fees, in an action brought against any unit owner in default on his obligation to pay the same, or by foreclosure of the lien on any condominium parcel in respect to which such default has occurred provided by law. In any such foreclosure the unit owner shall be required to pay a reasonable rental for the unit for the period beginning with the initial default and ending with satisfaction of amounts secured by such lien from the proceeds of the foreclosure sale. Any unpaid common expenses remaining uncollectible for more than 60 days after such foreclosure sale may be assessed by the governing board as common expenses to be collected from all unit owners including the purchaser who acquired title at the sale, his successors and assigns. The governing board, acting on behalf of all unit owners, shall have power to bid on and purchase any unit offered for sale at a foreclosure sale, and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of a suit to recover a money judgment.

SECTION SEVEN. MAINTENANCE AND REPAIR.

(a) Every owner shall promptly perform all maintenance and repair work within his own unit, which if omitted would affect any common element, any portion of the property belonging to other owners, or the project as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may engender.

(b) All maintenance, repairs and replacements to the common elements, and any limited common elements, whether located inside or outside individual units, shall be the responsibility of the governing board and shall be charged to all unit owners as common expenses unless such maintenance, repairs or replacements are necessitated by the negligence or misconduct of individual unit owners, in which case they shall be the responsibility of, and shall be charged to such individual unit owners.

(c) Each unit owner shall be responsible for and reimburse the association for any expenditures incurred in repairing or replacing any common element or limited common elements through his fault.

SECTION EIGHT. USES OF UNITS: RULES AND REGULATIONS. The use of units and common elements shall be subject to restrictions set forth in rules and regulations to be promulgated and amended from time to time by the governing board with the approval of a majority of unit owners.

Copies of all such rules and regulations shall be furnished by the governing board to each unit owner prior to their effective date.

SECTION NINE. MODIFICATIONS BY UNIT OWNERS. No unit owner shall make any structural additions or alterations to his unit without the prior written consent of the governing board. On request by any unit owner for approval of a proposed addition or alteration, the board shall answer the same within 60 days after receipt thereof, and failure to do so within the stipulated time shall constitute a consent. Any application to any governmental authority for a permit to make any addition or alteration to any unit shall be executed by the governing board only. However, neither the board nor any member thereof shall be liable to any contractor, subcontractor, or materialman, or to any such person claiming injury to person or property as a result of such

addition or alteration or the construction thereof. The provisions of this section shall not apply to units owned by developer until such units shall have been initially sold by developer and paid for.

SECTION TEN. RIGHT OF ACCESS. The association shall have, and shall exercise through the manager, managing agent, or other person or persons authorized by the governing board, a right of access to each unit from time to time during reasonable hours, to maintain, repair, or replace any common elements therein or accessible therefrom, or to make emergency repairs necessary to prevent damage to common elements or to any other unit or units, or to correct any condition violative of the provisions of any mortgage secured by any other unit. Requests for access shall be made in advance and shall be scheduled for times convenient to the owner except that, in case of emergency, right of access shall be immediate, and shall exist whether the unit owner is present at the time or not.

SECTION ELEVEN. MODIFICATIONS BY GOVERNING BOARD. Any additions or alterations in or to common elements costing One Thousand Dollars (\$1,000.00) or less may be made by the governing board without approval of unit owners or unit mortgagees, and the costs thereof shall be treated as common expenses. Whenever in the judgment of the governing board, the common elements require additions or alterations costing in excess of One Thousand Dollars (\$1,000.00), the making of such additions or alterations shall require approval by a majority of unit owners. After such approval has been obtained, the board shall proceed with the additions or alterations, and the costs thereof shall be treated as common expenses.

SECTION TWELVE. REPAIR OR RECONSTRUCTION. In the event of any damage to or destruction of any improvements on the condominium property or any part thereof, or any common element or elements or any part thereof, required by the declaration, these bylaws, or by law to be insured by the association, such improvements including individual units therein, but excluding furniture, fixtures, decorations, equipment installed or placed therein by unit owners, or common elements shall be promptly repaired and restored by the governing board using the proceeds of such insurance. If such proceeds are inadequate to cover the cost of such repair and restoration, unit owners shall be assessed on an equitable basis according to the benefit derived by them from such repair and restoration. However, if the proceeds of such insurance shall be inadequate by a substantial amount to cover estimated costs of repair and restoration of an essential improvement or common element, or if such damage shall constitute substantially total destruction of the condominium property or of one or more buildings comprising the condominium property or if those unit owners entitled to exercise seventy five percent (75%) or more of the total voting power of those unit owners directly affected by such damage or destruction, shall determine not to repair or restore the property, the governing board shall proceed to realize the salvage value of the portion of the condominium property damaged or destroyed, by sale or otherwise, and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale or other disposition of the property, together with the proceeds of any insurance after making provision for the removal of all debris and the restoration of the land to level grade, if appropriate, shall be considered as one fund and shall be divided among unit owners directly affected by such damage or destruction in proportion to their respective undivided ownership of the common elements. Any liens or encumbrances on any affected unit shall be relegated to the interest of the owner thereof in the fund.

SECTION FOURTEEN. FIRE AND EXTENDED COVERAGE INSURANCE. The governing board, or the managing agent or manager, as the case may be, shall obtain and continue in effect insurance against loss by fire and other casualties normally covered under broad-form fire and extended coverage insurance as written in Florida, covering all common elements, all limited common elements, all structural portions of the condominium property, and all units, but not including furniture, fixtures, decorations, equipment or the like installed or placed therein

by unit owners, in an amount satisfactory to mortgagees holding first mortgages on one or more units but in any event not less than eighty per cent (80%) of the assessed value thereof. The premiums for such insurance shall be a common expense to be paid by monthly assessments levied by the governing board.

SECTION FIFTEEN. LIABILITY INSURANCE. The governing board or the manager or managing agent, as the case may be, shall obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the common elements and limited common elements in such amounts as shall be determined by the governing board. The premiums for such insurance shall be a common expense.

SECTION SIXTEEN. RIGHT OF OWNERS TO INSURE UNITS. Any insurance obtained or maintained by the governing board, managing agent or manager, as the case may be, shall be without prejudice to the rights of unit owners to obtain and maintain such unit insurance as they see fit.

SECTION SEVENTEEN. ABATEMENT OF VIOLATIONS. Violation of any provision of the declaration, a unit deed, these bylaws, or any rule or regulation adopted pursuant thereto, shall give the governing board, acting on behalf of all unit owners, the right, in addition to any other rights set forth herein:

(a) To enter any unit in or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any thing or condition constituting such violation or breach, and the governing board shall not be deemed guilty of trespass in so doing; or

(b) To enjoin, abate, or remedy the continuance of such violation or breach by appropriate legal proceedings, or to bring an action for recover of damages.

ARTICLE SIX. MORTGAGE.

SECTION ONE. NOTICE OF MORTGAGE. An owner who mortgages his unit shall, within thirty (30) days after such mortgage has been executed, notify the manager, managing agent, or secretary of the association of the name and address of his mortgagee. The secretary shall maintain such information in a book entitled "Mortgagees of Units".

SECTION TWO. PAYMENT OF ASSESSMENTS. No unit owner shall be permitted to convey, mortgage, pledge, sell or lease his unit unless and until he shall have paid in full to the governing board all unpaid charges heretofore assessed against his unit, and until he shall have satisfied all unpaid liens against his unit other than mortgage liens.

SECTION THREE. NOTICE OF UNPAID ASSESSMENTS. The secretary of the association shall, at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

SECTION FOUR. NOTICE OF DEFAULT. Upon giving notice to a unit owner of a default, whether in payment of common charges or otherwise, the governing board shall send a copy of such notice to each holder of a mortgage secured by such unit whose name and address appears in the book entitled "Mortgagees of Units".

SECTION FIVE. INSPECTION OF BOOKS. Unit owners and unit mortgagees shall be permitted to inspect the books of account of the association at reasonable times during business hours.

ARTICLE SEVEN. SALES AND LEASES OF UNITS.

SECTION ONE. COMPLIANCE WITH ARTICLE. Any sale of a unit must include the sale of the undivided interest in the common elements appurtenant to that unit, and the interest of the seller in any other assets of the association (hereinafter collectively referred to as appurtenant interest). No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of except as part of a

sale, transfer or other disposition of a unit to which such interest are appurtenant, or as a part of a sale, transfer or other disposition of such part of the appurtenant interest of all units. Any deed, mortgage, or other instrument purporting to affect a unit or one or more appurtenant interests without including all such interests shall be deemed to include the interest or interests so omitted, it being the intention hereof to prevent any severance of combined ownership of units and their appurtenant interests.

ARTICLE EIGHT. EMINENT DOMAIN.

SECTION ONE. CONDEMNATION OF COMMON ELEMENT. If all or any part of the common elements or limited common elements is taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the association in the proceedings incident thereto. Any damages shall be for the taking, injury, or destruction as a whole, and shall be collected by the governing board. If those unit owners entitled to exercise fifty per cent (50%) or more of the total voting power of the association duly and promptly approve the repair and restoration of the common elements or limited common elements, the governing board shall contract for such repair and restoration and shall disburse the proceeds of the award in appropriate progress payments to contractors engaged in such repair and restoration. If the proceeds of the award are insufficient to defray the entire expense of repair and restoration, the excess of such expense over such proceeds shall be treated as a common expense or limited common expense. In the event that the unit owners entitled to exercise fifty per cent (50%) or more of the total voting power of the association do not duly and promptly approve the repair and restoration of the common elements, the net proceeds shall be divided by the governing board among all unit owners in proportion to their respective common interests, or limited common interests, as the case may be, paying out of the share of each unit owner, the amount of any unpaid liens on his unit in the order of priority of such liens.

SECTION TWO. CONDEMNATION OF UNITS. If all or any part of any unit or units, other than the undivided interests or interest in the common elements and limited common elements appurtenant thereto, shall be taken, injured, or destroyed by eminent domain, each unit owner so affected shall be entitled to notice of such taking and to participate directly in the proceedings incident thereto. Any damages shall be payable directly to such other or owners.

ARTICLE NINE. RECORDS.

SECTION ONE. RECORDS: CERTIFICATION. The president or managing agent shall keep detailed records of all actions of such President or managing agent and of the governing board, including financial records and books of account of the association, kept in accordance with generally accepted accounting principles. Such records shall include a chronological record of all receipts and disbursements. A separate account shall be kept for each unit containing, among other things, the amount of each assessment against such unit, the date when due, amounts paid thereon, and the balance remaining due. The governing board shall also prepare a quarterly written report summarizing receipts and disbursements of the association, copies of which shall be made available to all unit owners and mortgagees requesting the same, promptly after the end of the fiscal year.

ARTICLE TEN. MISCELLANEOUS.

SECTION ONE. NOTICES. A notice required or permitted to be sent to the governing board shall be sent by registered or certified mail in care of the manager or managing agent, or if there be no manager or managing agent, to the office of the board, or to such other address as the board may, from time to time designate. All notices required or permitted to be sent to any unit owner shall be sent by registered or certified mail to the condominium or to such other address as such

owner may have designated in writing to the governing board. All notices to unit mortgagees shall be sent by registered or certified mail to their respective addresses, as maintained by the secretary in the book entitled "Mortgagees of Units". All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

SECTION TWO. WAIVER. No restriction, condition, obligation, or provision contained in these bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations and failures to enforce that may occur.

SECTION THREE. INVALIDITY. If any provision or provisions of these bylaws is or are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these bylaws.

SECTION FOUR. CAPTIONS. Captions are inserted in these bylaws for convenience and reference only, and shall not be taken in any way to limit or describe the scope of these bylaws or any provision hereof.

ARTICLE ELEVEN. AMENDMENTS.

SECTION ONE. AMENDMENTS. These bylaws may be amended or supplemented by the vote of unit owners entitled to exercise fifty per cent (50%) or more of the total voting power of the association at a meeting of unit owners duly called and held for such purpose. Any such amendment or supplement shall be filed for record in the office in which these bylaws are recorded.

ARTICLE TWELVE. CONFLICTS.

SECTION ONE. CONFLICTS. These bylaws are intended to comply with the requirements of, and are promulgated pursuant to Chapter 718 of the Florida Statutes. If these bylaws or any provisions hereof are so construed as to be in conflict with the provisions of such statute, or of the declaration to which they are attached, the provisions of such statute or of the declaration, as the case may be, shall control.

ARTICLE THIRTEEN. RESERVATION OF CONTROL BY DEVELOPER.

Until required by Section 718.301 of the Condominium Act or until Developer, its successors or assigns or any subsequent Developer, herein called Developer, elects to terminate its control of the Association and the condominiums operated by it, whichever occurs first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

The foregoing were adopted as bylaws of the Park Lake Association Number One Inc. on the 16th day of January, 1984.

PARK LAKE ASSOCIATION NUMBER ONE,
INC.

By: Albert H. Cassidy
President

ATTEST:

Camille B. Dool
Secretary

EXHIBIT 1
To the Declaration of Condominium
PARK LAKE ASSOCIATION #1

STRAUGHN STRAUGHN & TURNER PA
P O BOX 2295
WINTER HAVEN, FL 33883-2295 *Ne*

RULES AND REGULATIONS OF PARK LAKE ASSOCIATION #1,
A CONDOMINIUM

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended by the Board of Directors of the Condominium Association, and shall apply to and be binding upon all condominium parcel owners. The condominium parcel owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants lessees, persons for whom they are responsible and persons over whom the exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and condominium parcel owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the By-Laws of the Condominium Association and Florida Law. Violations may be remedied by the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any Exhibits attached thereto. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the condominium parcel owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. VIOLATIONS OF THE RULES AND REGULATIONS.

Violations should be reported to the President of the Association in writing, not to the Board of Directors or to the Officers of the Association.

Violations will be called to the attention of the violating owner or violating lessee by the President of the Association and s/he will notify the appropriate committee of the Board of Directors.

Disagreements concerning violations will be presented to and adjudged by the Board of Directors who will take appropriate action.

2. FACILITIES.

The facilities of the condominium are for the exclusive use of the Association members, lessee resident house guests and guests accompanied by a member. Any damage to the buildings, recreation facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the owners expense of the condominium parcel owner causing such damage.

3. All common areas and facilities of a similar nature must remain unobstructed and shall be used only for normal transit.

4. Plants, pots, chairs, receptacles and other movable objects must not be kept, placed or maintained on ledges, balconies, walkways or under stairways. No objects shall be hung from balconies, railings, walkways or window sills. No cloth, clothing, rugs or mops or the like shall be hung up or shaken from windows, doors or balconies. No cooking or open flames shall be permitted on any balcony and or on any concrete walkway of a condominium parcel. Members shall not allow anything to be thrown or to fall from windows, doors, balconies.

5. Throwing garbage or trash outside disposal installations provided for such purposes is prohibited. All garbage and trash shall be disposed of in sealed, plastic garbage bags. All moving boxes shall be broken down and flattened. No appliances, water heaters, furniture or other similar objects shall be placed by or in the dumpsters. It shall be the responsibility of unit owners to dispose of such items.

6. All damage to common elements caused by the moving or carrying of articles therein shall be the responsibility of, and be paid for by the owner of such articles.

POLK COUNTY
RECORDING FEES 27.00
RECORDED BY M Ray

INSTR # 2004168116
BK 05890 PGS 1968-1970 PG(S) 3
RECORDED 08/17/2004 11:26:04 AM
RICHARD M WEISS, CLERK OF COURT

7. Units shall be occupied and used by respective owners or lessees of record only as private dwellings for such owners, their families, tenants and social guests and for no other purpose whatsoever

8. Residents shall exercise extreme care about making noises or playing music which may disturb other residents. No residents shall play or allow to be played any musical instrument, radio, television, phonograph, or the like between the hours of 9:00 pm and 9:00 am if the same will disturb or annoy any other resident.

9. Owners or Lessees shall not take or cause to be taken within their units any action which would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant thereto or affect the common elements without the unanimous consent of all unit owners who might be affected thereby.

10. Owners or Lessees shall not permit anything to be done or kept in their units that would increase the rate of fire insurance thereon or on the condominium as a whole.

11. No owner, lessee or licensee shall install wiring for any electrical or telephone installation or any television antenna, machine, air conditioning unit(s) or the like on the exterior of the building or which protrude through wall or the roof of the building except as authorized by the governing board.

12. No exterior shades, awnings or the like shall be used except as shall have been installed or approved by the governing board and no signs of any kind shall be placed in or on windows, doors, terraces, facades or other exterior surfaces of the building.

13. The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated or modified in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective material, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association, which may be withheld on purely aesthetic grounds within the sole discretion of the Association.

14. Water shall not be kept running for an unreasonable and unnecessary length of time.

15. Within his/her own unit each unit owner shall promptly perform all maintenance and repair work that, if omitted, would affect any common elements, any portion of the property belonging to other owners, or the condominium as a whole. Each unit owner shall be responsible for all damages and liabilities that any failure to maintain or repair may endanger.

16. No immoral, improper, offensive or unlawful use shall be made of condominium property or any part thereof and each unit owner shall, at his/her own expense, comply with all city, state and federal laws, statutes, ordinances, regulations, orders or requirements affecting his/her unit.

17. Units containing two (2) bedrooms may be regularly occupied by no more than four (4) persons. Units containing one (1) bedroom may be regularly occupied by no more than two (2) persons. As used in this rule, "regularly occupied" means occupancy for a period in excess of thirteen (13) days consecutively or thirty (30) days in one calendar year.

18. Unit owners shall be permitted to have a parakeet, canary or similar bird, or one (1) small dog of less than 25 pounds or one (1) cat. Dogs and cats must be leashed at all times outside the owner's unit and the owner or lessee shall promptly dispose of any feces from the property and shall be responsible for any damage caused by such animal. No reptiles or farm animals of any type are allowed.

19. The maximum speed limit throughout Park Lake Condominiums is 15 MPH. Violation of this rule shall be grounds for eviction, termination of lease and/or penalties to unit owners.

20. Parking facilities are for residents and their guests only. One marked parking space shall be used by the owner, lessee or occupant(s) in front of each building corresponding to the number they occupy. No resident shall use more than one space in front of each building; guests and secondary parking shall be utilized where permitted.

20. (cont.) No resident shall make use of another's assigned parking space. Parking lots are not to be used for abandoned vehicles or unregistered vehicles. Parking on grass, walkways or in someone else's assigned parking space is not permitted and vehicle can be towed at owner's expense. Recreational Vehicles (RV's) are prohibited and small business vehicles shall not be parked in front of any building. No repair work of vehicles shall take place on common grounds that would leave any containments or damage to the asphalt. Any vehicle that leaks any oil or other contaminants shall be removed from the property and only return when fixed. Proof of repair(s) may be required. Any damage to the parking area caused by an owner, lessee or guest shall make repairs or replace parking area at condominium owner's expense.

21. RV's, Boats, trailers of any kind, shall not be parked in parking lots none whatsoever. The loading of and unloading of such shall be permitted and be removed from the property promptly. No one under legal age or unlicensed operator is allowed to operate any motorized moving vehicle or boat in this complex at any time.

22. Fines can be levied against owners, lessees or occupant of unit by this association in the amount of \$25.00 per infraction or violation of the Rules and Regulations. Notice of infraction or violation shall be given by certified, return receipt mail. Owner or lessee shall have 14 days to correct such violation or infraction from signed receipt mail. Owner or lessee shall have 14 days to appeal, in writing to the President of the association. The President shall appoint a committee of owners to hear such hearing. The association shall abide by the laws of FL STATUTES (718.303).

23. Waterbeds shall not be used in any unit on the second floors of this association whatsoever.

24. Landscaped areas in front of buildings shall not be used as a shortcut for ingress or egress. No unit owner, lessee or occupant shall plant shrubs or flowers in front of buildings without board approval.

25. These regulations shall be posted in a conspicuous place and a copy shall be furnished to each unit owner.

The governing board reserves the right, subject to approval by a majority of unit owners, to amend, repeal, or to add these rules and regulations from time to time as may be deemed necessary for the safe and efficient maintenance of the condominium and for the comfort and convenience of the occupants thereof.

Adopted, revised and approved on January 26, 2004

RULES AND REGULATIONS OF PARK LAKE NUMBER ONE, A CONDOMINIUM

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended by the Board of Directors of the Condominium Association, and shall apply to and be binding upon all condominium parcel owners. The condominium parcel owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other condominium parcel owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the By-Laws of the Condominium Association and Florida Law. Violations may be remedied by the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the condominium parcel owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. VIOLATIONS OF RULES AND REGULATIONS.

Violations should be reported to the President of the Association in writing, not to the Board of Directors or to the Officers of the Association.

Violations will be called to the attention of the violating owner by the President of the Association and he will also notify the appropriate committee of the Board of Directors.

Disagreements concerning violations will be presented to and adjudged by the Board of Directors who will take appropriate action.

2. FACILITIES.

The facilities of the condominium are for the exclusive use of the Association members, lessee, resident house guests and guests accompanied by a member. Any damage to the buildings, recreation facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the condominium parcel owner causing such damage.

3. All common areas and facilities of a similar nature must remain unobstructed and shall be used only for normal transit.

4. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges or balconies. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops or the like shall be hung up or shaken from windows, doors or balconies. Members shall remove all loose or movable objects from balconies during the hurricane season. No cooking shall be permitted on any balcony of a condominium parcel. Members shall not allow anything to be thrown or to fall from windows, doors, balconies or the interior of the building from hall doors.

5. Throwing garbage or trash outside disposal installations provided for such purposes is prohibited. All garbage and trash shall be disposed of only in sealed, plastic garbage bags.

responsible for any inconvenience or damage caused by such animal.

19. These regulations shall be posted at all times in a conspicuous place, and a copy shall be furnished to each unit owner.

The governing board reserves the right, subject to approval by a majority of unit owners, to amend, repeal, or add to these rules and regulations from time to time as may be deemed necessary for the safe and efficient maintenance of the condominium and for the comfort and convenience of the occupants thereof.

Adopted on May 1, 1983.