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DECLARATION OF CONDOMINIUM

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OF
SUNNYBROOK II,
A CONDOMINIUM

This DECLARATION OF CONDOMINIUM made this 20th day of June, 1988, by J. L. MASON OF FLORIDA, INC., a Florida corporation (hereinafter referred to as "Developer"), for itself, its successors, grantees and assigns:

W I T N E S S E T H :

WHEREAS, Developer is the owner in fee simple of certain land lying and being situate in Pasco County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference, subject to reservations, restrictions and easements of record; and

WHEREAS, the Developer contemplates erecting upon portions of said land from time to time multi-unit residential condominium buildings containing up to but not exceeding four hundred fifty (450) condominium units and related facilities pursuant to the provisions of Chapter 718, Florida Statutes. It is the Developer's plan to submit portions of the land described in Exhibit "A" hereto to condominium ownership as separate and distinct condominiums and to cause portions of said lands to be conveyed in fee simple to Sunnybrook Homeowners' Association, Inc., a non-profit Florida corporation (hereinafter referred to as the "Homeowners' Association"), pursuant to a master development plan for a project to be known as Sunnybrook Development, for the use and benefit of the owners of all residential units developed within the Sunnybrook Development; and

WHEREAS, the Developer desires to submit the portion of the property described in Exhibit "A" more particularly described in Exhibit "B" attached hereto and made a part hereof to condominium ownership, pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, as it exists on the date hereof;

NOW THEREFORE, the Developer makes the following declarations:

1. PURPOSE: The purpose of this Declaration is to submit, and the Developer hereby submits, to condominium ownership, the land described in Exhibit "B" hereto together with all improvements erected or installed thereon, including but not limited to four (4) residential buildings containing a total of thirty-eight (38) condominium units and related facilities, subject to the reservations, easements, and restrictions of record and further subject to the terms and conditions of this Declaration and all Exhibits hereto.

TIME SHARE ESTATES SHALL NOT BE CREATED WITH RESPECT TO ANY UNITS IN THIS CONDOMINIUM.

2. NAME:

The name by which this condominium is to be identified is SUNNYBROOK II, A CONDOMINIUM.

3. DEFINITIONS:

For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of Sunnybrook Condominium Association, Inc., the following words shall have the definitions as hereinafter stated, to-wit:

O.R. 1424 PG 0871

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"14"

EXHIBIT "1"
 TO PROSPECTUS

Condominium Plats pertaining hereto are filed in
 Condominium Plat Book 1, Pages 137 through
139 Inclusive.

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A. Articles: The Articles of Incorporation of the Association, as same may be amended from time to time.

B. Assessments: Assessment means a share of the funds required for the payment of common expenses, which from time to time are assessed against the unit owner, and all other sums which may be assessed against a unit owner or which may be required to be paid by a unit owner to the Association pursuant to this Declaration, the Articles or the By-Laws.

C. Association: Association means SUNNYBROOK CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, its successors and assigns, which is responsible for the operation of this Condominium and all other condominiums constructed as a part of the Sunnybrook Development.

D. Board of Directors or Board: The Board of Directors or other representative body responsible for administration of the Association.

E. Building: Any building contained within the Condominium Property from time to time as herein provided.

F. By-Laws: The By-Laws of the Association as the same may be amended from time to time.

G. Common Areas: All property owned and operated by the Homeowners' Association for the use and benefit of the owners of residential units constructed as a part of the Sunnybrook Development, which is not included in the Condominium Property.

H. Common Elements: That portion of the Condominium Property not included in the Condominium Units or in the Limited Common Elements appurtenant thereto, and all other property declared as Common Elements herein and in the Condominium Act.

I. Common Facilities or Association Property: Any real property or improvements thereon owned by the Association for the use and benefit of the unit owners of condominiums constructed as a part of the Sunnybrook Development.

J. Common Expenses: All expenses and assessments properly incurred by the Association for the operation and management of the Condominium and the Association as more particularly described in this Declaration and the Exhibits attached hereto.

K. Common Surplus: The excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements and Association Property, if any, over the Common Expenses.

L. Condominium: SUNNYBROOK II, A CONDOMINIUM, which is formed pursuant to this Declaration.

M. Condominium Form of Ownership: That form of ownership of real property created pursuant to the provisions of Chapter 718, Florida Statutes, known as the "Condominium Act", and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

N. Condominium Act: Chapter 718, Florida Statutes, as it exists on the date hereof, which is incorporated herein by reference and all provisions thereof shall apply to this Condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration or the Exhibits hereto.

O. Condominium Parcel: The Condominium Unit, together with any Limited Common Elements appurtenant thereto, if applicable, and the undivided share in the Common Elements which is appurtenant to the Condominium Unit.

P. Condominium Property: The lands, leaseholds and personal property that are hereby submitted to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

Q. Construction Lender: Any lender financing the construction of the improvements on the Condominium Property or the Common Areas.

R. Declaration or Declaration of Condominium: The instrument or instruments by which this Condominium is created, as they are from time to time amended.

S. Developer: The person or entity executing this Declaration, its successors, grantees, assigns, nominees and designees. In the event any mortgagee of the Developer obtains title to all or any portion of the property described in Exhibit "A" attached hereto, by foreclosure or deed in lieu thereof, such mortgagee shall become the Developer only if it so elects, by written notice to the Board of Directors, but in any event, such mortgagee may assign its rights as Developer to any third party who acquires title to all or any portion of the Condominium Property or Common Areas from the mortgagee. In any event, such mortgagee, and its assigns, shall not be liable for any defaults or obligations incurred by any prior Developer, except as same are expressly assumed by the mortgagee. The term "Developer" shall not include any person or entity acquiring title only to one or more units for which a certificate of occupancy has been issued by the controlling governmental authority, unless the Developer specifically assigns all of its rights as Developer to such person or entity. The Developer may assign only a portion of its rights under this Declaration, and in such event, the assignee shall not become the Developer, but may exercise those rights specifically assigned to it in writing by the Developer concurrently with but not to the exclusion of the Developer's right to exercise said rights.

T. Homeowners' Association: Homeowners' Association means SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC., a non-profit Florida corporation, its successors and assigns, which will own the Common Areas, including but not limited to the roads and drainage and recreation facilities which may from time to time be constructed upon the property more particularly described in Exhibit "A" hereto, for the use and benefit of the owners of residential units constructed as a part of the Sunnybrook Development.

U. Institutional Mortgagees: Shall include any bank, federal savings and loan association, state savings and loan association, institutional investor, mortgage banker, Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), federal agency (e.g. VA or FHA), insurance company, and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Condominium Parcels.

V. Limited Common Elements: Those Common Elements, which are reserved for the use of a Condominium Unit to the exclusion of all others, as shown on the plat attached hereto as Exhibit "B".

W. Management Agreement: That certain agreement attached to the Prospectus and made a part thereof as

Exhibit "4", which provides for management of the Condominium Property and Common Areas.

X. Member: An owner of a fee simple estate in any Condominium Unit who is a member of the Association.

Y. Unit: A part of the Condominium Property which is subject to exclusive ownership. A Unit may be in improvements, land or land and improvements together, as specified in the Declaration. Condominium Unit shall hereinafter be referred to as Unit.

Z. Unit Owner or Owner of a Unit: The owner of a fee simple estate in a Condominium Parcel. Condominium Unit Owner shall hereinafter be referred to as "Unit Owner" or "Owner".

AA. Sunnybrook Development: Any and all residential units and other improvements constructed from time to time upon the land described in Exhibit "A" attached hereto and subject to the jurisdiction of Sunnybrook Homeowners' Association, Inc., together with any and all property from time to time owned by the Homeowners' Association for the use and benefit of the unit owners of such residential units.

4. ADDITIONAL DEVELOPMENT:

A. Developer reserves the right to, from time to time, construct one or more additional condominiums or residential units as a part of the Sunnybrook Development upon the property described in Exhibit "A" hereto, convey lands and/or Common Facilities to the Association, or convey additional Common Areas to the Homeowners' Association, all without the consent of the Unit Owners in this Condominium, any mortgagees having an interest in said Units, the Association or any of its Members, or the Homeowners' Association or its members, so long as the total number of residential units constructed as a part of the Sunnybrook Development upon the land described in Exhibit "A" hereto does not exceed four hundred fifty (450).

5. IDENTIFICATION OF UNITS:

The location of the Condominium Units on the property hereby submitted to the Condominium Form of Ownership are set forth in the proposed condominium plat attached hereto and made a part hereof as Exhibit "B". Each Condominium Unit is described in said plat in such manner that there can be determined therefrom the identification, location, dimensions and size of each Unit as well as the Common Elements and any Limited Common Elements appurtenant thereto. Each Condominium Unit is identified on the proposed plat attached hereto as Exhibit "B" so that no Unit bears the same designation as does any other Unit.

6. UNIT BOUNDARIES:

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

(1) Upper Boundary. The horizontal plane of the undecorated finished ceiling. In a Unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the Unit, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the Unit, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated horizontal portions of the ceiling.

(2) Lower Boundary. The horizontal plane of the undecorated finished floor. In a Unit containing a room in which the floor is raised above the level on the floor in the rest of the Unit, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the Unit, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

(3) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, with the following exceptions: When the vertical planes of the undecorated interior surfaces of the walls do not intersect with each other on the undecorated finished interior surfaces of the bounding walls or within an intervening partition, the vertical planes of the undecorated finished interior surfaces of bounding walls shall be extended to intersect with the plane of the center line of the intervening partition and that plane shall be one of the perimetrical boundaries of the Unit.

B. Boundaries - further defined. The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or unfinished inner surfaces of the ceilings of each Unit, and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further shall exclude all pipes, ducts, wires, utility services to other Units and/or for Common Elements. However, a Unit shall include the inner decorated and/or finished surfaces of the perimeter walls, floors, doors, sliding doors, and interior and exterior framing around same, on the perimetrical boundaries of the Unit.

C. Excluded from Unit. The Unit shall not be deemed to include heating, cooling and plumbing apparatus or utility installations within the boundaries of the Unit which are used to serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which it is contained, nor shall it include columns, beams or partitions contributing to the support of the Building in which the Unit is located. The items identified in this subparagraph 6C are part of the Common Elements.

7. EASEMENTS:

Each of the following easements is a covenant running with the land of the Condominium, and not withstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

A. Utility Services: Easements as may be required for utility services in order to adequately serve the Condominium Property or any Unit, Common Element, or Limited Common Element, or the Common Areas, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security facilities. However, easements through a Unit shall be only according to the plans and specifications for the Building containing the Unit or as the Building is actually constructed, or reconstructed, unless approved in writing by the Owner of the Unit. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility

services using these easements. The Board or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry into any Unit shall be made on reasonable notice to the Unit Owner.

B. Easement of Support: Every portion of a Unit contributing to the support of the Building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the Building.

C. Use of Common Elements and Common Areas: The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Unit Owners and residents of the Condominium, and their immediate families, lessees, servants, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

D. Air Space: Each Unit shall have an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered.

E. Encroachments: If any portion of the Common Elements or Limited Common Elements encroaches upon any Unit, if any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any improvements, (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements, (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit, the Common Elements or the Limited Common Elements, or (v) any non-purposeful or non-negligent act of a Unit Owner except as may be authorized by the Board, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance and use of the same so long as the improvements shall stand.

F. Overhanging Troughs and Gutters: There shall be easements for overhanging roofs, balconies, troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the Units and the Condominium Property.

G. Natural Growth: There shall be easements for overhanging natural growth of trees and shrubbery over the Units, the Limited Common Elements, if any, and the Common Elements.

H. Restrictions, Reservations and Easements of Record: The creation of this Condominium is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof, specifically including, but not limited to, the SUNNYBROOK HOMEOWNERS' DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, recorded in O.R. Book 1402, Pages 1595 through 1635, inclusive, Public Records of Pasco County, Florida, as duly amended from time to time.

I. Pedestrian and Vehicular Traffic: There shall be easements for pedestrian traffic over, through and across

sidewalks, paths, lanes, hallways and walks as the same may from time to time exist upon the Common Elements and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Elements as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Unit Owners and the residents of the Condominium, and their immediate families, lessees, servants, guests and invitees.

J. Developer's Ingress and Egress: In addition to the foregoing, the Developer for itself, its successors, assigns, agents and employees, including without limitation, any person occupying the property described in Exhibit "A" and their agents, employees, guests and invitees, expressly reserves an easement for ingress and egress over and across the property described in Exhibits "A", whether said property is ultimately within or outside of the Condominium.

K. Additional Development:

(1) Inasmuch as this Condominium is part of a multi-condominium development, the Developer, its successors, designees, nominees or assigns, does hereby reserve easements in favor of the Unit Owners of this Condominium and unit owners of the additional condominiums which are constructed as a part of the Sunnybrook Development, Sunnybrook Condominium Association, Inc., and the Members of said Association, their immediate families, agents, employees, guests and invitees, for ingress and egress over and across all roads and ingress and egress parcels existing from time to time within the Sunnybrook Development, as well as easements for utilities, including but not limited to those necessary to provide electricity, telephone, water, sewer, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronics or other facilities in connection therewith and the like. Developer, for itself, its successors, nominees and assigns and the Association, reserves the right to impose on the Common Elements such other easements and crosseasements for any of the foregoing purposes as it deems to be in the best interest of and necessary and proper for this Condominium and future condominiums and other developments within the Sunnybrook Development.

(2) Although the Developer intends to construct the Sunnybrook Development as described herein, the Developer shall have no obligation to do so and hereby reserves the right to itself, its successors, nominees and assigns to develop, construct and sell condominiums or other forms of ownership on that portion of the property described in Exhibit "A" attached hereto which is not submitted to the Condominium Form of Ownership as a part of the Sunnybrook Development pursuant to the terms of this or any other recorded Declaration of Condominium Ownership nor conveyed to the Homeowners' Association as Common Areas, all without joinder or consent from the owners of any residential units constructed as a part of said Development, of the holders of any liens or mortgages on said units, of the Association or any of its Members, or of the Homeowners' Association or any of its members.

(3) The Developer, its successors, nominees and assigns hereby reserve non-exclusive, perpetual easements over and across all the lands described on Exhibit "A" attached hereto over any roads constructed for ingress, egress, and regress and further reserve non-exclusive, perpetual easements for utilities, including but not limited to those necessary to provide water, sewer, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronic and other facilities in connection therewith and the like. The Developer does hereby reserve the right to grant to the future owners of the property located in the lands described in Exhibit "A" not developed as a part of the Sunnybrook Development the same rights

reserved to the Developer herein over said property described in Exhibit "A" attached hereto.

L. Grant of Additional Easements; Modification and Termination: Developer (so long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Unit Owners and residents of the Condominium and their immediate families, servants, guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Unit Owners and residents of the Condominium and their immediate families, servants, guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Developer or the Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the health, safety or welfare of the Unit Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Units for dwelling purposes, no joinder of any Unit Owner or any mortgagee of any Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Unit for dwelling purposes, only the joinder of the Unit Owners and mortgagees of Units so affected shall be required. To the extent required, all Unit Owners hereby irrevocably appoint Developer and/or the Association as their attorney-in-fact for the foregoing purposes.

M. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Unit Owners designate the Developer and/or Association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

8. DEVELOPER'S UNITS AND PRIVILEGES:

A. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any person approved by it at prices and for time periods to be determined in the Developer's sole discretion, notwithstanding the provisions of Paragraphs 20 and 22 of this Declaration. Said Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Units, including, but not limited to the right to maintain models, sales or leasing offices, and construction trailers, erect signs, place employees in the offices, use the Common Elements or Common Areas and to show unsold Units. In addition to and without limiting the generality of the foregoing, the Developer shall have the right to show the Units it owns, the Limited Common Elements appurtenant thereto, if any, the Common Elements and the Common Areas to prospective purchasers and tenants, as well as the right to place and maintain signs and other promotional material on the Condominium Property and on Common Areas. The sales or leasing office, signs, construction trailers, and all other items pertaining to construction or sales shall not be considered Common Elements or Association Property, and shall remain the property of the Developer. In the event there are unsold Units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other

Owners, save for this right to sell, rent or lease as contained in this paragraph, and the rights and privileges which may apply to the Developer pursuant to the provisions of this Declaration and the Exhibits hereto.

B. Notwithstanding anything to the contrary herein or in the Association Articles of Incorporation or By-laws, the Developer is hereby authorized to make changes in the plans and specifications during the construction of improvements on the land, so long as such changes do not materially or adversely affect the Condominium Property. The Developer further reserves the right from time to time to alter the boundaries between Condominium Units so long as the Developer owns the Units so altered; and to alter the boundaries of the Common elements adjacent thereto as long as the Developer owns the Condominium Units abutting the Common Elements where the boundaries are being altered, provided that no such change shall materially or adversely affect the Condominium Property nor shall any such change be made without amendment of this Declaration, and provided further that an amendment for such purpose need be executed and acknowledged only by the Developer and approved by the holder of any institutional first mortgages covering the Units affected, whether the said Units are encumbered by individual mortgages, or whether they are included in an overall construction mortgage on the Condominium Property.

C. The Developer also reserves the absolute right in its sole discretion to change, modify or amend the interior design arrangement and layout of all Units in the Condominium so long as the Developer owns and has not encumbered the Units so altered.

D. In the event any Unit to be so altered is encumbered, then the written consent and approval of the mortgagee thereof shall first be obtained.

E. The Developer shall reflect such a movement or change in the boundaries between such abutting Units, the size of such abutting Units or the interior design, layout or arrangement of any Units owned by the Developer by filing an amendment to the condominium plat prepared by a licensed Florida surveyor and an amendment to this Declaration. Such amendment to the Declaration need be signed only by the Developer, and such amendment to the plat need be signed only by a licensed Florida surveyor, and neither such amendment need be signed by the Association, any Member of the Association, the Homeowners' Association, any member of the Homeowners' Association, any Unit Owner, mortgagee, contract vendee or other person whomsoever, except for those mortgagees holding a mortgage on the Unit(s) so altered. In the event such an amendment changes the boundary lines between two abutting Units, such amendment to the Declaration shall also redistribute (in a manner determined by the Developer in its sole discretion) between the two Units involved the interest in the Common Elements and share of the Common Surplus and Common Expenses previously assigned to the two Units, in such a manner that the totals of these items as reassigned to the two modified Units as a whole shall equal the same totals of these items previously assigned to the two Units as a whole before such modifications.

F. Such amendment to the Declaration shall be executed only by the Developer (and all mortgagees holding a mortgage on any of the Units so altered) with the formality required by law for the execution of a deed and shall be filed and recorded in the Public Records of Pasco County, Florida, and shall be effective from and after the date it is filed and recorded.

G. Such amendment to the condominium plat shall be executed only by a licensed Florida land surveyor, and shall be filed in the Condominium Plat Book of Pasco County, Florida.

H. Such amendment to the Declaration shall have as an exhibit thereto a reduction of the amendment to the condominium plat depicting the new boundary lines between and the new layout, design and arrangement of such abutting Units or the new interior layout, design and arrangement of such Unit(s), as the case may be.

I. As more particularly set forth in Paragraph 23 of this Declaration, during such time as the Developer shall own any condominium units in the Sunnybrook Development and shall not have designated in respect of such Units the required number of parking spaces, the Developer shall control and hereby reserves the right in lieu of the Association to make all designations of parking, whether or not such parking spaces are located on property which is owned by the Association or on property submitted to the Condominium Form of Ownership. Until the Developer shall, in whole or in part, relinquish the right to designate the parking spaces or until the Developer has designated with respect to all unsold Units retained by the Developer or owned by the Developer (or the Developer's successor as Developer) the required number of parking spaces, the Association shall not exercise the right and authority herein granted to the Association in respect to parking, but all such rights are hereby reserved to and shall be exclusively exercisable by the Developer. The Developer may at any time by an instrument in writing, delivered to the Association, relinquish in whole or in part any of its rights herein relative to the designation of parking spaces. This provision regarding parking may not be amended without the prior written consent of the Developer during such periods of time as the Developer shall have the rights hereunder to designate or control the designation of parking spaces.

9. COMMON ELEMENTS:

A. Common Elements, as hereinabove defined, shall include within its meaning, in addition to the terms as listed in the Florida Condominium Act, Section 718.108, the following items:

(1) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and

(2) Easements of support in every portion of a Unit which contributes to the support of a Building, other Units and/or the Common Elements; and

(3) Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and

(4) The property and installations in connection therewith required for the furnishing of services to more than one Unit to the Limited Common Elements or to the Common Elements; and

(5) Fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium; and

(6) Cross easements for ingress, egress, support, maintenance, repair, replacements and utilities; and

(7) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Unit caused by the settlement or movement of the Buildings or by minor inaccuracies in building or rebuilding which may now exist or

hereafter exist, and such easements shall continue until such encroachments no longer exist.

B. Amendments to the Common Elements may be made as provided for in Sections 718.110(5) and 718.110(6), Florida Statutes.

10. LIMITED COMMON ELEMENTS:

The Limited Common Elements, as hereinabove defined, are more fully set forth in Exhibit "B" attached to this Declaration. The Limited Common Elements shall be appurtenant to the Unit(s) designated by the Developer, and shall be reserved for the use of such Unit(s) to the exclusion of all others.

11. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS:

The undivided share in the land and other Common Elements and the Common Surplus which are appurtenant to each Condominium Unit shall be one-thirty-eighth (1/38th) of one hundred percent (100%).

12. COMMON EXPENSES AND COMMON SURPLUS:

A. Common Expenses of this Condominium shall be shared by all Unit Owners in accordance with the undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit submitted to Condominium Ownership as set forth in paragraph 11 hereinabove.

B. The Common Surplus shall be owned by Unit Owners in accordance with the provisions set forth in paragraph 11 hereinabove as they relate to the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit submitted to condominium ownership pursuant to this Declaration.

C. In addition to the Common Expenses set forth in paragraph 12 A hereinabove, each Unit in this Condominium shall be responsible for a pro-rata share of the Common Expenses of the Association related to its operation and to the ownership and maintenance of the Common Facilities, if any, as defined hereinabove. A pro-rata share of the Common Expenses related to said Common Facilities and operation of the Association shall be borne equally by all condominium units from time to time constructed upon the property described in Exhibit "A" hereto as a part of the Sunnybrook Development, whose owners are Members of the Association. That is to say, each Condominium Unit within the Sunnybrook Development shall be responsible for a pro-rata share of the Common Expenses of the Association related to its operation and to the Common Facilities in a fractional amount equal to one (1) over the total number of condominium units constructed as a part of the Sunnybrook Development from time to time, whose owners are Members of the Association.

13. THE ASSOCIATION:

A. The affairs of this Condominium and any additional Condominiums which may from time to time be constructed upon the lands described in Exhibit "A" hereto as a part of the Sunnybrook Development, and the management and operation of the Common Facilities, if any, shall be conducted by the Association, the Articles of Incorporation and By-Laws of which are attached hereto as Exhibits "C" and "D" respectively and incorporated herein by reference thereto.

B. The Developer and all persons hereinafter owning a fee simple interest in any condominium parcel within a condominium developed as a part of the Sunnybrook Development, whose interest is evidenced by the recording of a proper

instrument in the Public Records of Pasco County, Florida, shall automatically be Members of the Association, and such membership shall automatically terminate when such persons have divested themselves of such interest.

C. The Owner or Owners of a single Unit shall be collectively entitled to one (1) vote for that Unit, which vote shall be cast by the voting Member. If any Unit is owned by more than one person, one of the Owners of such Unit shall be designated, by a certificate signed by all the record Owners of the Unit and filed with the Secretary of the Association, as the voting Member for that Unit. In the case of a corporation, partnership, joint venture or other entity, the officer, director or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Association. A person or entity owning an interest in more than one (1) Condominium Parcel may be designated as a voting Member for each one such Condominium Parcel which he or it owns, and shall have one (1) vote for each Parcel owned.

D. Upon completion of SUNNYBROOK I and SUNNYBROOK II, there shall be seventy-eight (78) voting members. Upon the recordation of any Declaration submitting additional units to condominium ownership as a part of the Sunnybrook Development, the number of voting Members shall automatically be adjusted so that at all times there shall be one (1) voting Member for each condominium unit submitted to condominium ownership as a part of the Sunnybrook Development.

E. All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, which shall have the right from time to time to adopt rules and regulations relating to the use, occupancy and operation of the Condominium Property and the Common Facilities owned by the Association, if any.

F. Subsequent to the filing of this Declaration, the Association, when authorized by an affirmative vote of the majority of the total outstanding votes of the Members of the Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the Members. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses of the Association, together with all other expenses and costs herein or by law defined as Common Expenses.

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION:

A. Common Expenses shall be assessed against each Condominium Parcel Owner by the Association as provided in paragraph 12 hereinabove.

B. Every Assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the Condominium Parcel subject thereto, and all interest therein owned by the Members against whom the Assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this Declaration and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any Condominium Parcel and to any subsequent lien or encumbrance, except the lien referred to

herein shall be subordinate and inferior to that of any Institutional First Mortgage.

C. In addition to the lien rights set forth hereinabove, the Association shall be entitled to assess a late charge of Ten and no/100 Dollars (\$10.00) together with interest at the rate of twelve percent (12%) per annum, or the highest rate allowed by Florida law, whichever is greater, from the due date until the date of payment of any Assessment, regular or special, which is not paid within five (5) days of the due date of any such Assessment.

D. Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a Condominium Parcel obtain title to the Condominium Parcel as a result of foreclosure of a first mortgage, or by voluntary conveyance in lieu of foreclosure, said mortgagee or purchaser shall not be liable for the share of the Common Expenses or Assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Owner of such Condominium Parcel which became due prior to acquisition of title by said mortgagee or purchaser as a result of the foreclosure, unless said share is secured by a claim of lien for Assessments which is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed to be a Common Expense collectable from all of the Owners of Condominium Parcels, including such acquiror from the first mortgagee of record and his successors and assigns. The acquiror from the first mortgagee of record, or his successor or assigns, shall thereafter be obligated to pay that share of the Common Expenses and Assessments attributable to the Condominium Parcel.

E. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgement for the unpaid Assessments without waiving any claim of lien.

15. MAINTENANCE:

The responsibility for the maintenance of the Condominium Units, Common Elements, Limited Common Elements and Common Facilities, if any, as defined hereinabove, with the exception of those responsibilities for management which the Association may from time to time delegate to a management company or manager, shall be as follows:

A. By the Association: The Association shall be responsible for the maintenance, repair or replacement of the following:

1. All Common Facilities and Association Property, as defined hereinabove, which are owned by the Association for the use and benefit of all its Members.
2. All portions of the Units (except interior wall surfaces) contributing to the support of a Building, which portions shall include, but not be limited to, the outside walls of the Building, and load-bearing interior walls or columns.
3. All Common Elements including but not limited to conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a Unit contributing to the support of the Building or within interior boundary walls and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which they are contained.
4. All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

B. By the Unit Owner. Each Unit Owner shall operate, maintain, repair and replace, at the Unit Owner's expense and without disturbing the rights of other Unit Owners:

1. All portions of the Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens on windows and balconies, sliding glass doors, and doors on the exterior of his Unit, and framing for same.

2. The air conditioning and heating systems exclusively serving the Owner's Unit, whether inside or outside of his Unit.

3. Within the Owner's Unit, all cabinets, carpeting, and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Unit, as well as all personal property of the Unit Owner.

4. The Limited Common Elements serving the Owner's Unit, including any additions, alterations or improvements which are made thereon with the prior written approval of the Board, except for maintenance and painting of the exterior portions of the Buildings, which shall be the responsibility of the Association as a Common Expense, and also except for maintenance, repair, replacement and repainting of the covered parking spaces which shall be performed by the Association and the cost of which shall be charged to the Owners of the Units to which such spaces are appurtenant.

5. All property to be maintained, repaired and/or replaced by a Unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well kept appearance throughout the Condominium, and no such maintenance repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the Condominium from its original appearance or condition without the prior written consent of the Board of Directors. All property to be maintained, repaired and/or replaced by a Unit Owner which is inside of the Owner's Unit and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Unit Owner, or any portion of the Condominium Property.

6. No Unit Owner shall operate, maintain, repair or replace any portion of the Common Elements or Common Facilities to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Board of Directors. Each Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the Association.

C. At the option of the Association:

The Association may, at its own expense:

1. Use and expend the Assessments collected, including Assessments for reserves or betterments, to maintain, care for and preserve the Units, the Common Elements and Common Facilities, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners provided, however, that for any one (1) expenditure or non-recurring contractual obligation for repair, replacement or refurbishing, the expense incurred shall not exceed the sum of One Thousand and no/100 Dollars (\$1,000.00), unless specifically

authorized by the affirmative vote of sixty-seven percent (67%) of the Members of the Association, subject to the provisions of the Bylaws of the Association regarding voting by Owners of Units in affected condominiums. Notwithstanding the limitations imposed by the preceding sentence, the Board may, on behalf of the Association and without prior consent, expend any amount required to deal with emergency conditions or situations which may involve a danger to life or property or may threaten the safety of the Condominium Property or the Association Property or the residents of the Units or may threaten the suspension of any necessary service to the Condominium Property or the Association Property;

2. Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

3. Enter into and upon the Units when necessary and with as little inconvenience to the Owners as possible in connection with such maintenance, care and preservation. Whenever it is necessary to enter any Unit for the purpose of performing any such maintenance, care and preservation, the Unit Owner shall permit the Association, or persons authorized by it, to enter the Unit for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency, no advance notice will be required. To facilitate entry in the event of any emergency, the Owner of each Unit, if required by the Association, shall deposit a key to such Unit with the Board of Directors;

4. Insure and keep insured said Condominium Property and Association Property, if any, in the manner set forth in the Declaration against loss from fire and/or other casualty, and Unit Owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

5. Collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violation of the By-Laws and the terms and conditions of this Declaration;

6. To employ workmen, janitors and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager, including the right to employ or contract with, if deemed advisable, a maintenance service contractor who shall maintain, service or manage the Common Elements and Association Property, if any, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the Common Elements and Association Property.

16. ENFORCEMENT OF MAINTENANCE:

A. In the event a Unit Owner fails to operate, maintain or repair his Condominium Unit or the Limited Common Elements appurtenant thereto, if any, as required in Paragraph 15 above, the Association or any other Unit Owner shall have the right to petition to the Division of Florida Land Sales, Condominiums and Mobile Homes for voluntary binding arbitration, as more specifically set forth in the Arbitration Rules of Procedure promulgated by the Division, or to proceed in a court of equity to seek compliance with the foregoing provisions; or, fifteen (15) days after the date that written notice from the Association to the Unit Owner specifying the necessary maintenance or repair has been delivered to the Unit Owner, the Association, its employees or agents, shall have the right to enter the Condominium Unit and/or the Limited Common Elements

appurtenant thereto for the purpose of performing the work necessary to enforce compliance with the provisions of Paragraph 15 above, subject to the right of the Unit Owner to request and receive a hearing from the Board of Directors at any time during said fifteen (15) day period. The Association shall have the right to charge the Unit Owner and the Condominium Unit for the sums necessary to perform such work. Any charge made pursuant to this paragraph shall constitute a lien against the subject Unit, which may be foreclosed in a manner similar to that set forth in Section 718.116, Florida Statutes, should the Unit Owner fail to pay such charge.

B. In the event the Association fails to comply with the terms and conditions of this Declaration or the Articles of Incorporation and Bylaws of the Association, any Unit Owner or Institutional First Mortgagee may apply to a court of competent jurisdiction for the appointment of a receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

C. Notwithstanding anything to the contrary contained in this Paragraph 16, the Association shall at all times have the right to enter the Units and any Limited Common Elements appurtenant thereto for the purpose of dealing with emergency situations or conditions which may involve a danger to life or property or may threaten the safety of the Condominium Property or the residents of the Condominium or may threaten the suspension of any necessary service to the Condominium Property or the Common Areas.

17. INSURANCE:

The insurance other than title insurance which shall be carried upon the Condominium Property and Association Property, if any, and the property of the Unit Owners shall be governed by the following provisions:

A. All insurance policies upon the Condominium Property and Association Property, if any, shall be purchased by the Association for the benefit of the Association, the Members and the Unit Owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. The above insurance provision specifically does not include coverage of or on personal property or for personal liability or other expenses of the Unit Owners.

B. COVERAGE:

(1) Casualty: The Buildings and all fixtures and improvements upon the land and all personal property included in the Condominium Property and Association Property, if any, other than personal property owned by the individual Unit Owners, shall be insured pursuant to a "master" or "blanket" type policy of property insurance in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use to the Buildings on the Condominium Property and the improvements constructed on the Association Property, if any, including, but not limited to, vandalism and malicious mischief, and all other perils normally covered by the standard "all risk" endorsement, where such is available.

(2) Public Liability: The Board of Directors of the Association shall have the right to contract for comprehensive public liability insurance covering all of the

Condominium Property and the Association Property, if any, as it may deem necessary, at the expense of the Association. Any such liability insurance coverage shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use; however, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

(3) Workmen's Compensation: Workmen's Compensation necessary to meet the requirements of law shall be purchased by the Association.

(4) Flood Insurance Protection: The Association shall acquire flood insurance protection under the Flood Disaster Protection Act of 1973 necessary to meet the requirements of the law. Such policy, if required, shall be a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator, and shall be in an amount equal to the lesser of (a) the maximum coverage available under the National Flood Insurance Program for the Buildings and other insurable property within any portion of the Condominium or the Association Property located within a designated flood hazard area, or (b) one hundred percent (100%) of the current replacement cost of the Buildings and other insurable property.

C. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account, and shall be a Common Expense.

D. All insurance policies purchased by the Association shall be for the benefit of the Association, the Members, and the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to Common Elements shall be held as provided in this Paragraph 17 of the Declaration.

E. In the event a loss occurs to any improvement within any of the Units or Limited Common Elements appurtenant thereto, if any, alone, without any loss occurring to any of the improvements within the Common Elements or Association Property, if any, payment under the insurance policies shall be made to the Owners of such Units and their mortgagees, if there be mortgages on said Units, as their interests may appear, and it shall be the duty of those Unit Owners to effect the necessary repairs to the improvements within their respective Units and appurtenant Limited Common Elements, if any.

F. In the event that loss occurs to improvements within Units and the contiguous Common Elements, or to improvements within the Common Elements and/or Association Property alone, payment under the insurance policies shall be made jointly to the Association and the holders of mortgages on the Units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract for the necessary repairs to the improvements within the Common Elements, the Association Property and the damaged Units and Limited Common Elements appurtenant thereto, if any. If the insurance proceeds should be sufficient to repair all of the damage within the Units and Limited Common Elements, but insufficient to repair all the improvements within the Common Elements and/or the Association Property, the proceeds shall be applied first to completely repair the damage within the Units and the balance of the funds shall be apportioned to repair improvements within the Limited Common Elements, Common Elements, and Association Property, in

that order of priority, and the Unit Owners shall be subject to a special Assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the Common Elements and Association Property.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in Paragraph 17F(1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any Unit, which mortgagee shall hold the insurance proceeds in escrow and as the Escrow Agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as Escrow Agent) shall disburse the funds as follows:

(a) in the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the Escrow Agent shall distribute such proceeds jointly to the respective Unit Owners sustaining damages and their mortgagees, as their interests may appear, in accordance with the damage sustained by each Unit and in relation to the total damage claim and the amount of insurance funds available;

(b) in the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Elements, Association Property, and Units and Limited Common Elements, if any, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In such event the Association shall negotiate with and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance bond, and the Escrow Agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction agreement between the Association and the contractor. The construction agreement shall be subject to prior written approval of the Escrow Agent, which approval shall not be unreasonably withheld.

(c) if there is a balance remaining of the insurance proceeds after payment of the costs of reconstruction and repair that is the responsibility of the Association, such balance shall next be distributed to the Owners of damaged Units and/or Limited Common Elements who have responsibility for reconstruction and repair of their Units and/or Limited Common Elements appurtenant thereto, if any. The distribution shall be in the share that the estimated cost of construction and repair of each damaged Unit and/or Limited Common Element bears to the total of such costs for all damaged Units; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of reconstruction and repair for the Owner's Unit and/or Limited Common Element. If there is a mortgage on a damaged Unit, the distribution pursuant to this paragraph shall be subject to the provisions of Paragraph 17F(2)(a) above.

(d) In the event the institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Elements, Limited Common Elements, Association Property and the Units, a membership meeting shall be held to determine whether or not to abandon the Condominium or to levy a uniform special assessment against each Unit and the Owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the Common Elements, Limited Common Elements, Association Property and the Units, provided that the insurance funds available are applied

first to repair the Units and/or Limited Common Elements damaged and such assessment shall be only for or on account of repairs to the Common Elements and/or Association Property. The funds necessary to meet any deductible amount under an insurance policy against which a claim is made shall be a part of such special Assessment. In the event the majority of the voting Members vote in favor of the special Assessment, the Association shall immediately levy such Assessment and the funds received shall be delivered to the Escrow Agent and disbursed as provided above. In the event the majority of the Unit Owners are opposed to the special Assessment and one hundred percent (100%) vote for abandonment of the Condominium, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each Unit as per Paragraphs 11 and 12 of this Declaration, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his share of such funds to the holders thereof a sum sufficient to satisfy all liens on such Unit in the order of priority of such liens. The Condominium may be terminated as provided in Paragraph 26 hereinafter.

G. If there has been loss or damage to the Common Elements and/or Association Property, and the insurance proceeds available are inadequate to repair and reconstruct same and all of the damaged Units and/or Limited Common Elements, and if the majority of the voting Members vote against levying the special Assessment referred to above, and one hundred percent (100%) of the Unit Owners and the institutional mortgagees holding mortgages on the individual Units vote to abandon the Condominium, same shall be abandoned subject to the provisions of Paragraph 26 hereinafter. As evidence of the Members' resolution to abandon, the President and Secretary of the Association shall effect and place in the Public Records of Pasco County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the Unit Owners and holders of all liens shall be affixed.

H. Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all Owners and Members for the purpose of compromising or settling insurance claims for damage to improvements within Units or Common Elements, Limited Common Elements and/or Association Property, subject to the approval of any mortgagee of the premises damaged.

18. RECONSTRUCTION OR REPAIR AFTER CASUALTY:

A. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as Exhibits, or if not, then according to plans and specifications approved by the Board of Directors, and if the damaged property is a Building, by the Unit Owners of all Units (and their respective Institutional Mortgagees) the plans for which are to be altered, and by the Board of Directors, which approval shall not be unreasonably withheld.

B. If the damage is only to those parts of a Unit and/or a Limited Common Element for which the responsibility of maintenance and repair is that of the Unit Owner, the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

C. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Escrow Agent.

D. The funds for payment for costs of reconstruction and repair after casualty shall consist of proceeds of insurance held by the Escrow Agent and special Assessments collected by the Association from Unit Owners. Such funds shall be disbursed as provided in paragraph 17F(2)(b), and it shall be presumed that the first monies disbursed in payment of costs of construction and repair are from the insurance proceeds. Any balance remaining in the fund after payment of all costs of the reconstruction and repair for which the fund was established shall be distributed as provided in paragraph 17F(2)(c); except, however the amount of such distribution which does not exceed the special Assessment paid by the Unit Owners for such reconstruction and repair shall not be made payable to any mortgagee unless that mortgagee provides satisfactory evidence to the Escrow Agent that it provided the funds for such special Assessment.

19. CONDEMNATION AND EMINENT DOMAIN:

A. The taking of any portion of the Condominium Property or Association Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Escrow Agent. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Escrow Agent; and in the event of a failure to do so, in the discretion of the Association, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

B. In the event of any condemnation or eminent domain proceedings, a meeting of the Members of the Association shall be called within three (3) days after the taking of any Condominium Property or Association Property by condemnation or eminent domain proceedings is final to determine whether the Condominium will be terminated. Termination of the Condominium shall be effected as provided in Paragraph 26 of this Declaration.

C. If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Unit Owners of condemned or taken Units and/or Limited Common Elements will receive their prorata share of the condemnation award applicable to said Units and/or Limited Common Elements, and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Escrow Agent after a casualty.

D. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The Unit shall be made tenable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(2) The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of

the Unit, the remittance being made payable jointly to the Unit Owner and mortgagees.

E. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenatable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The award shall be paid first to all Institutional Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not tenatable; and then jointly to the Unit Owners and mortgagees of Units not tenatable and in an amount equal to the market value of the Unit immediately prior to the taking, with credit being given for payments for repairing and replacing the Common Elements.

(2) The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(3) The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as elsewhere provided in this Declaration.

(4) If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

(5) If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice by any party, the value shall be determined by one MAI appraiser mutually agreed upon by the Unit Owner, mortgagees and the Association, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the Association, one by the Unit Owner, and one by the appraisers so selected. The cost of such appraisal or appraisals shall be a Common Expense of the Association.

F. Awards for the taking of Common Elements, Limited Common Elements and/or Association Property shall be used to make the remaining portion of the Common Elements, Limited Common Elements and/or Association Property useable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements, Limited Common Elements and/or Association Property. The balance of the awards for the taking of the Common Elements, Limited Common Elements and/or Association Property, if any, shall be distributed to the Unit Owners in the share in which they own the Common Elements after adjustment of these shares on account of the modification of awards in said proceedings. If there is a

mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

G. The changes in Units, Common Elements, Limited Common Elements and/or Association Property and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of this Declaration of Condominium that need be approved only by the Board of Directors of the Association.

20. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

In order to insure a community of congenial residents and thus protect the value of the Units, the sale, leasing, rental and transfer of Units by any Owner other than the Developer shall be subject to the following provisions:

A. Conveyances, Sales and Transfers:

(1) Prior to the sale, conveyance or transfer of any Condominium Parcel to any other person other than transferor's spouse, the Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove proposed sale, transfer or conveyance, in writing, and shall notify the Owner of its decision. In the event the Board of Directors of the Association fails to approve or disapprove a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

(2) The Association, pursuant to the provisions of Florida Statute 718.112(j), shall be entitled to charge the Unit Owner a fee of Twenty and no/100 Dollars (\$20.00) for costs incurred by the Association to review the proposed conveyance, sale or transfer and the costs of clerical services necessitated by the conveyance, sale or transfer.

(3) In the event the Board of Directors disapprove the proposed sale, conveyance or transfer, and the Unit Owner shall desire to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer give written notice to the Secretary of the Association of his intention to sell, convey, or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price. The Association shall promptly notify the Members of the Association of the date, price and terms. Any Member of the Association shall have the right first over the prospective purchaser to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association, in writing, of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the Owner.

(4) In the event no Member of the Association accept first right of purchase as aforesaid, then the Association may either approve the transaction or furnish a purchaser approved by the Association, who will accept the transaction upon the terms and conditions contained in the notice provided by the Association at least ten (10) days before the date of the intended sale or transfer, and notify the Owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association, as a good faith deposit for the intended sale. In

the event the Owners giving notice receives acceptances from more than one (1) Member, it shall be discretionary with the Owner giving notice to consummate the sale or transfer with whichever of the accepting Members he chooses.

(5) In the event the Unit Owner giving notice receives no written notice from any Member of the Association accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that Unit Owner may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other price or terms without repeating the procedure outlined above.

(6) In the event the Unit Owner makes a sale or transfer without first complying with the terms hereof, any other Member of the Association shall have the right to redeem from the purchaser according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of the Condominium Unit, which shall not exceed the fair market value, and immediately after such reimbursement the said purchaser or transferee shall convey all his right, title and interest to the Member of the Association making the redemption. Any expenses, which shall include but not be limited to attorney's fees and court costs incurred by the Association, maintenance company or any Members for enforcement of the provisions of this paragraph 20 shall be assessed against the Unit Owner who violates or fails to comply strictly with the provisions of this paragraph 20.

(7) An affidavit of the Secretary of the Association, stating that the Board of Directors of the Association approved in all respects on a certain date the sale or transfer of a Condominium Parcel to certain persons, shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the Members shall terminate.

(8) An affidavit of the Secretary of the Association stating that the Board of Directors of the Association were given proper notice on a certain date of a proposed sale or transfer and the Board of Directors of the Association disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a Condominium Parcel have been complied with and that the sale or transfer of a particular Condominium Parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts as for the purpose of determining the status of the persons' title to such Condominium Parcel sold or transferred. Such affidavit shall not be evidence of the fact that subsequent sale or transfer to such person was made at the price, terms and on the date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice to the Board of Directors of the Association, as stated in the affidavit, the redemption rights herein afforded the Members shall terminate.

(9) In case of the death of the Owner of a Condominium Parcel, the surviving spouse, if any, and, if no surviving spouse, the other member or members of such Owner's family residing with the Owner at the time of his death, may continue to occupy the said Condominium Parcel; and if such surviving spouse or other member or members of the decedent Owner's family shall have succeeded to the ownership of the Condominium Parcel, the ownership thereof shall be transferred by legal process to such new Owner.

(10) In the event said decedent Owner shall have succeeded to the ownership of the Condominium Parcel to

some designated person or persons, other than the surviving spouse or members of his family as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Condominium Parcel, or under the laws of descent and distribution of the State of Florida, the Condominium Parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Association shall within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of said devisee or decedent, express their refusal or acceptance of the individual or individuals so designated as owner or owners of the Condominium Parcel. If the Board of Directors of the Association shall consent, in writing, ownership of the Condominium Parcel may be transferred to the person or persons so designated, who shall thereupon become the Owner or Owners of the Condominium Parcel, subject to the provisions of this enabling Declaration of Condominium and the Exhibits attached hereto. If, however, the Board of Directors of the Association shall refuse to consent, then the Members of the Association shall be given an opportunity during thirty (30) days to purchase, for cash, the said Condominium Parcel at the same price and terms as said sale or transfer.

B. Rental or Lease: A Condominium Parcel may be leased for a period of not less than ninety (90) days.

C. Corporate Purchaser or Lessee: The purchaser or lessee of a Condominium Parcel may be a corporation or other entity capable of holding title to real property.

D. Transfer, Mortgagee-Developer: Notwithstanding anything to the contrary herein, the provisions of this paragraph 20 shall not be applicable to transfers to institutional first mortgagees whether in foreclosure or by judicial sale, or by the voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an Owner nor to the Developer until after the Developer has initially conveyed or disposed of all interests in the property, nor to any sale or lease by such mortgagee or Developer.

E. Mortgage: No Owner may mortgage his Condominium Parcel or interest therein without the approval of the Association, except to a bank, federal savings and loan association, state savings and loan association, institutional investor, mortgage banker, Federal National Mortgage Association (FNMA) Federal Home Loan Mortgage Corporation (FHLMC), federal agency (e.g. VA or FHA), insurance company and/or real estate investment trust, or any other similar type of lender generally recognized as an institutional type lender. The approval of any other mortgagee may be upon conditions determined by the Board of Directors or may be arbitrarily withheld.

21. RESTRAINT UPON SEPARATION AND PARTITION:

Any transfer of a Condominium Parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including, but not limited to, the Condominium Parcel Owner's share in the Common Elements and Common Surplus, and his Association membership, and any limited Common Element appurtenant to the Unit.

22. USE RESTRICTIONS:

4. In addition to other obligations and duties hereinafter set out in this Declaration, every Owner of a Unit shall abide by the following use restrictions and any rules and regulations adopted by the Board of Directors of the Association,

which shall govern the use of the Units, Common Elements and Limited Common Elements of this Condominium and the property owned by the Association by the Unit Owners and all persons claiming by, through or under them:

(1) In order to enhance the beauty of the buildings and for safety purposes, the sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress or egress to and from the premises; nor shall any carts, carriages, chairs, tables or any other similar objects be stored therein. Bicycles may be stored only in units or in other specifically designated areas.

(2) Owners shall store personal property within their respective units and designated storage areas only.

(3) No garbage cans, supplies or other articles shall be placed in any common area or common element, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be hung or stored in any part of the common areas or common elements. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited ONLY in the containers so designated. The common areas and common elements shall be kept free and clear of rubbish, debris and other unsightly material.

(4) Each owner shall maintain his unit in a clean and sanitary manner. Patios, porches or balconies shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. No drying of laundry will be permitted outside of the unit.

(5) Each unit owner shall maintain his unit in good condition and repair, including all internal surfaces within or surrounding his unit, and each owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to the unit owners or residents shall be kept in such areas, temporarily or otherwise.

(6) Alterations and repairs of the buildings are the responsibility of the Association, except for the interior of the units and as otherwise specifically set forth in the Declaration. No exterior painting of doors or the buildings, including but not limited to painting of the walls of the balconies, or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made of any interior boundary wall without first obtaining written approval of the Board of Directors. No reflecting device or material may be used in any of the aforementioned areas and no balconies or porches may be enclosed without the prior written approval of the Board of Directors.

(7) So as to maintain the cleanliness of the condominium project, no owner shall allow anything whatsoever to fall or be thrown from any window, door or balcony of his unit, nor shall he sweep or throw therefrom any dirt or other substance upon the common areas or common elements.

(8) In order that all residents may have the quiet enjoyment of their property, no resident shall make or permit any disturbing noises in the Condominium or the SUNNYBROOK DEVELOPMENT by himself, his family, servants, employees, agents, visitors and lessees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the residents thereof. No resident shall

unreasonably play, or suffer to be played upon, any musical instrument, or operate, or suffer to be operated, a phonograph, television, radio or sound amplifier in his unit in such a manner as to disturb or annoy other residents. No resident shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

(9) No radio or television installation may be permitted in a unit which interferes with the television or radio reception of another unit. No antenna or aerial may be erected or installed on the roof, patios, porches balconies or exterior walls of the buildings or any unit.

(10) In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Condominium or the SUNNYBROOK DEVELOPMENT, nor shall same be posted or displayed on the exterior of any unit or in such a manner as to be visible from the exterior of any unit, without the prior written consent of the Board.

(11) In order to maintain an attractive and uniform appearance, no resident shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, windows, roof or balconies of any building.

(12) No unit owner or resident may keep or maintain any animals in a unit other than one (1) dog, not in excess of thirty (30) pounds, or one (1) cat and fish and birds, provided that in the event any animal becomes a nuisance to the other unit owners, in the sole opinion of the Board of Directors, such animal shall be removed from the unit immediately upon receipt of written notice to that effect from the Board. Authorized pets shall be allowed in the common elements and on the common areas only when on a leash and continuously accompanied by an owner, provided however that no pet shall be allowed to disturb the common elements or common areas in any manner whatsoever. All waste must be removed immediately by the owner of the animal.

(13) In case of any emergency originating in, or threatening any unit, the Board or any other person authorized by it shall have the immediate right to enter such unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the owner of such unit is or is not present at the time of such emergency. To facilitate entry in the event of any such emergency, the Board shall have the right to obtain a master key to fit the door locks to all units. If an owner or resident wants a second lock installed as additional security, said owner or resident shall deposit with the Board a duplicate key for the second lock.

(14) Each unit owner or resident shall allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, and or replacement of the improvements within the units of the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and the By-laws of the Association.

(15) There shall be no solicitation by any person anywhere in the Condominium or the SUNNYBROOK DEVELOPMENT for any cause, charity or any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.

(16) No unit shall be leased for a period of less than sixty (60) days.

(17) No person shall be permitted to use any clubhouse or recreation area facility after midnight (12:00 a.m.) without the prior written consent of the Board.

(18) No blinds, drapes, shades or other material which will alter the uniform exterior appearance of the buildings shall be placed in any window or any balcony without the prior written approval of the Board.

(19) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Each Unit Owner agrees to notify all guests and lessees of the regulations regarding parking, and to require guests and lessees to abide by such parking regulations. No boats, trailers, campers, golf carts, motorcycles, or vehicles larger than a passenger automobile or standard size non-commercial passenger van will be permitted within the SUNNYBROOK II, except in areas specifically designated by the Association in its sole discretion for parking or storage of such vehicles, if any. No parking of trucks of any nature or commercial vehicles shall be permitted thereon except temporarily during periods of construction. Any prohibited vehicle or any of the properties mentioned in the preceding sentences may be removed by the Association at the expense of the owner thereof, for storage or public or private sale, at the election of the Association; and the owner thereof shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts or any other property of a unit owner or resident shall be allowed outside the confines of the unit. The Association may, in its sole discretion, designate an area or areas on the common elements of the condominium for washing cars.

(20) No owner or resident of a unit shall permit or suffer anything to be done or kept in his unit or limited common elements appurtenant thereto, if any, which will increase the insurance rates on his unit, the common elements or the limited common elements, or which will obstruct or interfere with the rights of other unit owners or residents or annoy them by unreasonable noises or otherwise; nor shall an owner or resident commit or permit any nuisances, immoral or illegal act in his unit or on the common elements, limited common elements or common areas.

(21) Unit owners and residents shall make no repairs to any plumbing or electrical wiring within a unit, except by a licensed plumber or electrician authorized to do such work by the Board of Directors of the Association or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit, whereas the Association or its agent shall pay for and be responsible for repairs and electrical wiring within the common elements.

(22) All damage to the condominium project caused by the moving and or carrying of articles therein, shall be paid by the unit owner or person in charge of such articles.

(23) Each unit owner and resident shall conform to and abide by the By-laws and uniform rules and regulations in regard to the use of the unit, common elements and common areas which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through, or under him do likewise.

(24) No person under the age of sixteen (16) years shall be allowed to reside in any unit, provided, however, persons under the age of sixteen (16) years may visit a unit owner for a period not to exceed fourteen consecutive days per visit and a total of thirty (30) days per year per individual person under the age of sixteen (16) years.

B. These use restrictions are subject to modification by the Association in accordance with the By-laws as set forth in Article "B" to this Declaration. The Association has the right to establish additional rules and regulations

governing the conduct of all residents and also the use of the Condominium Units, the Common Elements, Limited Common Elements and the Common Areas, so long as such additional rules and regulations are not inconsistent with the terms of this Declaration and the Exhibits attached hereto.

23. PARKING SPACES:

A. Each Unit shall be entitled to the exclusive use of one (1) parking space.

B. In the event a specific parking space is assigned in connection with the sale of a Unit by the Developer, the right to use the said designated parking space shall be an appurtenance to the Unit owned by the Owner to whom such space is initially assigned. The Association shall not thereafter reassign or change said Owner's parking space without his prior written consent. Provided further, said Unit Owner shall not transfer or assign use of the said parking space except in connection with the sale of the Unit or with the prior written consent of the Association. A conveyance of the Unit shall also transfer, as an appurtenance to said Unit, the designated parking space, without necessity of reference to or description of the parking space in the instrument of conveyance.

C. During such time as the Developer shall own any condominium units constructed as a part of the Sunnybrook Development, and shall not have designated in respect of such Units the required number of parking spaces, the Developer shall control and hereby reserves the right in lieu of the Association to make all designations of parking, whether or not such covered parking spaces are located on property which is owned by the Association or on property which has been submitted to condominium ownership. Until the Developer shall, in whole or in part, relinquish the right to designate the parking spaces or until the Developer has designated with respect to all unsold Units retained by the Developer or owned by the Developer (or the Developer's successor as Developer) the required number of parking spaces, the Association shall not exercise the right and authority herein granted to the Association in respect to parking, but all such rights are hereby reserved to and shall be exclusively exercisable by the Developer. The Developer may at any time, by an instrument in writing delivered to the Association, relinquish in whole or in part any of its rights herein relative to the designation of parking spaces. This provision regarding parking may not be amended without the prior written consent of the Developer during such periods of time as the Developer shall have the rights hereunder to designate or control the designation of parking spaces.

24. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD:

During such time as the Developer, its successors or assigns is in the process of construction or sale of Condominium Units or other improvements on the lands described in Exhibit "A" hereto, the Developer, its successors or assigns expressly reserve the following rights:

A. The right to prohibit access to any portion of the Common Areas or uncompleted Buildings to any of the residents of the Condominium, and to utilize various portions of the Condominium Units, the Limited Common Elements appurtenant thereto, the Common Elements or the Common Areas. No Unit Owner or his family, lessees, servants, guests or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Units or other improvements within the Sunnybrook Development and is carrying on any business in connection therewith, including the selling, renting or leasing of such

Units or improvements, the Unit Owners, their families, lessees, servants, guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors, assigns, servants, agents, guests or invitees.

B. An non-exclusive, perpetual easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements and Common Areas as may be from time to time necessary and intended for the purpose of going from one portion of the Condominium Property and Common Areas to another, and where necessary, for the proceeding from one portion of the development to the other; and for vehicular traffic and parking as may be necessary for the Developer, its successors, assigns, guests, servants and invitees for the purpose of crossing over various portions of the property described in Exhibit "A" attached hereto for ingress and egress. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property or Common Areas unless it is upon an area specifically designated for such traffic or parking and necessary for such ingress and egress as described above and under no circumstances shall such traffic or parking be allowed through or over any Condominium Unit not owned by the Developer, its successors or assigns.

C. Non-exclusive, perpetual easements through the property described in Exhibit "A" attached hereto as may be required for utility services, which may be provided by the Developer, its successors or assigns, or any such utility company to serve this Condominium and any other condominiums or other improvements constructed on said property. Such easement includes the right to install and maintain all necessary equipment upon the Condominium Property and the Common Areas and to enter upon the Condominium Property and Common Areas to service the same.

25. AMENDMENT OF DECLARATION:

A. This Declaration may be amended by affirmative vote of seventy-five percent (75%) of the Unit Owners of this Condominium at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against any one or more Condominium Parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose of correcting an error or omission in this Declaration of Condominium or in other documentation required by law to establish the Condominium Form of Ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the Unit Owners of this Condominium present or represented by written proxy in accordance with the By-Laws, and recorded among the Public Records of Pasco County, Florida; provided, however, that the property rights of the Owners are not materially and/or adversely affected by such amendment.

B. However, no amendment shall change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus, unless the record Owner thereof and all record owners of liens thereon shall join in the execution of the amendment, provided, further, however, that any vote for an amendment to the Declaration which in any way relates to a change in the percentage of ownership in the Common Elements or sharing of Common Expenses as it pertains to each Unit Owner and/or Unit, shall be conducted by secret ballot, save and except amendments made by the Developer pursuant to the provisions of paragraph 8 hereinafore.

C. If it shall appear through scrivener's error, that a Unit has not been designated an appropriate undivided share of the Common Elements or that all of the Common Expenses or interest in the Common Surplus or all other Common Elements in the Condominium have not been distributed in the Declaration, such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of the Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the Owners of the Units and the owners of the liens thereupon for which modification in the shares of Common Elements or shares of Common Expenses or the Common Surplus are being made. No other Unit Owner shall be required to join in or execute such amendment.

D. The Developer, during the time it is in control of the Board of Directors of the Association may amend this Declaration or the Articles or the By-Laws of the Association to correct an omission or an error, or to effect any other amendment, except that this procedure for amendment cannot be used if such amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial rights of Unit Owners unless the affected Unit Owners consent in writing to such amendment. The execution and recording of any amendment by the Developer pursuant to this paragraph 25D shall be conclusive evidence, however, that the amendment does not materially and adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

26. TERMINATION:

The Condominium may be terminated in the following manner:

A. The termination of this Condominium may be effected by unanimous agreement of the Unit Owners and mortgagees holding mortgages on the Condominium, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Pasco County, Florida.

B. Upon termination of the Condominium, the Condominium Property shall be owned in common by all of the Unit Owners in the same undivided shares as each Unit Owner had in the Common Elements pursuant to the provisions of this Declaration. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered thereby in the same priority.

C. Upon termination of the Condominium, the memberships of the Unit Owners in the Association and all rights and obligations pursuant to such memberships shall be of no further force and effect, provided however that all Assessments, regular or special, due and payable prior to the effective date of the termination as set forth in paragraph 26 A above, shall remain a lien against the Unit Owner's undivided share in the Condominium Property until fully paid.

27. COVENANTS:

All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the

land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors and assigns shall be bound by all the provisions of this Declaration.

28. INVALIDATION AND OPERATION:

A. Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a Condominium Parcel, whether by judgment or court order or law, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

B. In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the Association.

29. INTERPRETATION:

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of the date of recording this Declaration.

30. MANAGEMENT AND MAINTENANCE AGREEMENT:

Simultaneously with the execution of this Declaration and the adoption of the By-Laws, the Association, by and through its original Board of Directors and Officers, has entered into a Management Agreement with DELIS REALTY, INC. Amendment or revision of such Management Agreement shall not require the procedure for an amendment or change to the Declaration or to the By-Laws and may be accomplished by expression thereof executed by the Board of Directors of the Association and the Management Firm. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement to the same extent and effect as if he had executed said Management Agreement for the purposes herein expressed, including but not limited to:

(1) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association;

(2) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefore in said Management Agreement;

(3) Ratifying, confirming and approving each and every provision of said Management Agreement and acknowledging that all of the terms and provisions thereof are reasonable; and

(4) Agreeing that the persons acting as directors and officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association.

31. CONSENT BY MORTGAGEES:

The approval of fifty-one percent (51%) of the institutional mortgagees holding mortgages of record on Units in the Condominium shall be required to add to or amend any material provisions of this Declaration or the Articles of Incorporation or the Bylaws of the Association which establish, provide for, govern or regulate any of the following:

- A. voting;
- B. assessments, assessment liens or subordination of such liens;
- C. insurance or fidelity bonds;
- D. reserves for maintenance, repair, and replacement of the Common Elements or Common Areas, if applicable;
- E. rights to use of the Common Elements or Common Areas, if any;
- F. responsibility for maintenance and repair;
- G. expansion or contraction of the Condominium Property or the addition, annexation or withdrawal of property to or from the Condominium Property;
- H. boundaries of any Unit, which is security for a mortgage of record;
- I. interests in the Common Elements or Limited Common Elements;
- J. conversion of Common Elements or Limited Common Elements into Units or of Units into Limited Common Elements or Common Elements;
- K. leasing of Units;
- L. any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;
- M. any provisions which are for the express benefit of the institutional mortgagees or insurers or guarantors of recorded first mortgages on individual Units.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. An institutional mortgagee who receives a written request from the Association or Developer to approve material additions or amendments to the above items who does not deliver or post a negative response to the Association or Developer within thirty (30) days shall be deemed to have approved such addition or amendment.

IN WITNESS WHEREOF, Developer has caused these presents to be signed in its name by its proper officers thereto duly

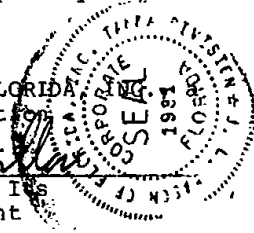
authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered
in the Presence Of:

Ray J. Stock
Stephen A. Jones

J.L. MASON OF FLORIDA
Florida corporation

By: *Mark S. Dillon*
Mark Dillon, Its
Vice President



Attest: *Stephen A. Jones*
Stephen A. Jones, Its
Assistant Secretary

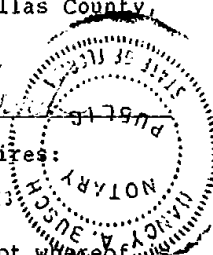
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 10th day of June,
1981, before me personally appeared Mark S. Dillon and Stephen
A. Jones, Vice President and Assistant Secretary, respectively of
J.L. MASON OF FLORIDA, INC., a corporation organized under the
laws of the State of Florida, to me known to be the persons
described in and who executed the foregoing DECLARATION OF
CONDOMINIUM OWNERSHIP OF SUNNYBROOK II, A CONDOMINIUM, and
acknowledged the execution thereof to be their free act and deed
as such officers, for the uses and purposes therein mentioned;
and that they affixed thereto the official seal of said
corporation, and the said instrument is the act and deed of said
corporation.

WITNESS my signature and official seal at Pinellas County,
State of Florida, the day and year last aforesaid.

Nancy A. Busch
Notary Public
My Commission Expires:
My Comm. No. 10000000



FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof
hereby acknowledged, SUNNYBROOK CONDOMINIUM ASSOCIATION, INC., a
Florida non-profit membership corporation, hereby agrees to
accept all the benefits and all of the duties, responsibilities,
obligations and burdens imposed on it by the provisions of this
Declaration and all exhibits hereto.

IN WITNESS WHEREOF, said non-profit corporation has caused
these presents to be signed in its name by its proper officers
thereunto duly authorized and its corporate seal affixed, the day
and year first above written.

Signed, Sealed and Delivered
in the Presence Of:

Ray J. Stock
Stephen A. Jones

SUNNYBROOK CONDOMINIUM
ASSOCIATION, INC.

By: *Edward J. Thomas*
Edward J. Thomas,
Its President

Attest: *Stephen A. Jones*
Stephen A. Jones
Its Secretary

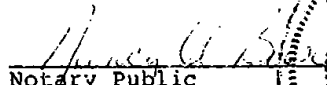


(CORPORATE SEAL)

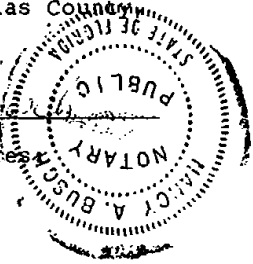
STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 16th day of June,
1968, before me personally appeared Edward J. Thomas and
Stephen A. Jones, President and Secretary, respectively, of
SUNNYBROOK CONDOMINIUM ASSOCIATION, INC., a corporation
not-for-profit under the laws of the State of Florida, to me
known to be the persons described in and who executed the
foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF SUNNYBROOK II,
A CONDOMINIUM, and acknowledged the execution thereof to be their
free act and deed as such officers, for the uses and purposes
mentioned; and that they affixed thereto the official seal of
said corporation, and the said instrument is the act and deed of
said corporation.

WITNESS my signature and official seal at Pinellas County
State of Florida, the day and year last aforesaid.



Notary Public
My Commission Expires 12/31/73
Notary Public for the State of Florida
My Commission Expires 12/31/73



O. R. 1424 PG 0904

JOINDER OF MORTGAGEE

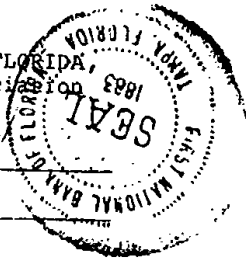
FIRST NATIONAL BANK OF FLORIDA, a national banking association, (hereinafter called the "Mortgagee"), the owner and holder of a Mortgage encumbering, in part, the property more particularly described in Exhibit "B" attached hereto, which Mortgage was filed of record the 3rd day of July, 1984, in Official Record Book 1347, at Page 0120, in the Public Records of Pasco County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, agrees that the lien of said Mortgage, as to the property more particularly described in Exhibit "B" attached hereto, shall hereafter be upon each and every condominium parcel and the common elements appurtenant thereto, as more particularly described in the Declaration of Condominium of Sunnybrook II, a Condominium.

Signed, Sealed and Delivered in the Presence of:

Samuel [Signature]
[Signature]

FIRST NATIONAL BANK OF FLORIDA, a national banking association

By: [Signature]
Its Senior Vice President
(CORPORATE SEAL)

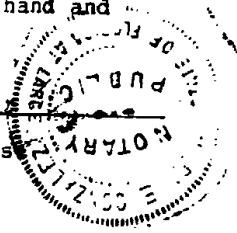


STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared Lawrence M. Heard, as Senior Vice President of FIRST NATIONAL BANK OF FLORIDA, a national banking association, who acknowledged before me that , as such officer of said savings and loan association, executed this Joinder of Mortgagee and that the same is the act and deed of said savings and loan association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18th day of June, 1985.

[Signature]
Notary Public
My Commission Expires
Notary Public, State of Florida
My Commission Expires Aug. 27, 1986



DESCRIPTION OF LANDS WHICH MAY BE INCLUDED IN

SUNNYBROOK DEVELOPMENT

Tract 7, less the North 564.20 feet of the East 260.00 feet thereof and less the North 30.00 feet for Cecelia Drive as now established of Tampa and Tarpon Springs Land Company Subdivision of Section 16, Township 26 South, Range 16 East as shown on plat recorded in Plat Book 1, Pages 69 and 70, of the Public Records of Pasco County, Florida; the West 15.00 feet subject to the original Tampa and Tarpon Springs Land Company Subdivision road right-of-way. The North boundary line of said Tract 7 along being the North boundary line of the Northeast 1/4 of said Section 16.

AND

The East 1/2 of the NE 1/4 of the NW 1/4 of Section 16, Township 26 South, Range 16 East, Pasco County, Florida. LESS the North 30 feet thereof conveyed to the Board of County Commissioners of Pasco County, Florida, for public road right-of-way; and Tract 8 in Section 16, Township 26 South, Range 16 East, of Tampa and Tarpon Springs Land Company Subdivision, according to the plat thereof recorded in Plat Book 1, Pages 68, 69 and 70, Public Records of Pasco County, Florida, LESS the East 264 feet of the North 1/2 of Tract 8 and LESS the East 25 feet and the West 15 feet of Tract 8.

EXHIBIT "A"
TO DECLARATION

"43"

State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

SUNNYBROOK CONDOMINIUM ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on March 11, 1985.*

The charter number for this corporation is N08086.

**Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
11th day of March, 1985**



**George Firestone
Secretary of State**

WP-104 CER-101

O.R. 1402 PG 1678

O.R. 1424 PG 0910

ARTICLES OF INCORPORATION

OF

SUNNYBROOK CONDOMINIUM ASSOCIATION, INC.

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract hereby associate themselves together to form a corporation, not for profit under Chapter 617, Florida Statutes.

FILED
MAY 11 1 41 PM '85
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

ARTICLE I
NAME, ADDRESS AND RESIDENT AGENT

Section 1. Name: The name of this corporation is SUNNYBROOK CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in these Articles as the "Association".

Section 2. Address: The street address of the principal office of the Association is 1480 Beltrees Street, Dunedin, Florida 33528, c/o Mark S. Dillon.

Section 3. Resident Agent: The initial resident agent of the Association shall be RESIDENT AGENT CORPORATION OF ST. PETERSBURG, whose address shall be 980 Tyrone Boulevard North, St. Petersburg, Florida, 33710.

ARTICLE II
PURPOSES AND POWERS

Section 1. Purposes: The Association is formed for the purpose of maintaining, operating and managing the various condominiums established from time to time under Chapter 718, Florida Statutes, as a part of the SUNNYBROOK DEVELOPMENT and located in Pasco County, Florida within the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY REFERENCE

The Association is formed for the purpose of undertaking all of the functions contained herein, in the various Declarations of Condominium Ownership governing the condominiums constructed as a part of the SUNNYBROOK DEVELOPMENT, (hereinafter collectively referred to as the "Declarations"), and all functions allocated to such Association by Chapter 718, Florida Statutes, and Chapter 617, Florida Statutes, in accordance with the provisions of the various Declarations, the By-laws of this Association and these Articles.

Section 2. Powers: In furtherance of the purposes of the Association, the Association may:

A. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declarations as recorded in the Office of the Clerk of the Circuit Court, Pasco County, Florida, as the same may be amended from time to time as therein provided, said Declarations being incorporated herein as if set forth at length;

B fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declarations; to pay all expenses in connection therewith

O.R. 1402 PG 1679

Page 1
EXHIBIT "C"
TO DECLARATION

O.R. 1424 PG 0911

and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

C. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

D. borrow money, and with the assent of two-thirds (2/3) of the voting interests of all Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

E. exercise all of the common law and statutory powers of a corporation not for profit established to govern a Florida condominium; provided, however, that no action shall be taken which conflicts with the Declarations or Chapter 718, Florida Statutes, as it exists on the date hereof;

F. make and enforce reasonable rules and regulations governing the use of units, common elements, limited common elements and all property owned by the Association;

G. maintain, repair, replace and operate property over which the Association has full ownership or the right and power to maintain, replace and operate in accordance with these Articles, the Declarations, the By-laws of this Association, and Chapter 718, Florida Statutes;

H. reconstruct improvements as required in the Declarations;

I. enforce by legal means the provisions of the Declarations and the Bylaws of this Association; and

J. participate in mergers and consolidations with other not for profit corporations organized for the same or similar purposes.

ARTICLE III NON-PROFIT NATURE

The Association shall not exist or be operated for pecuniary profit, and no part of the net earnings of the Association or the net assets upon liquidation shall inure to the benefit of any Member. The Association may, however, reimburse its Members for actual expenses incurred for or in behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by law.

ARTICLE IV MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit within the condominium property described in the Declarations submitting portions of the property described in Exhibit "A" to condominium ownership as a part of the SUNNYBROOK DEVELOPMENT shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit within a condominium subject hereto.

ARTICLE V
TERM OF EXISTENCE

The corporation is to exist perpetually.

ARTICLE VI
SUBSCRIBERS

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

STEPHEN A. JONES 1480 Beltnes Street
Dunedin, Florida 33528

ARTICLE VII
OFFICERS

Section 1. Officers: The affairs of the Association shall be managed by the President of the Association, assisted by one or several Vice Presidents, the Secretary and the Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

Section 2. Election and Qualification: The Board shall elect the President, a Vice President, a Secretary and a Treasurer within thirty (30) days of the annual meeting at which directors are elected and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be a director, but no other officer need be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE VIII
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President: EDWARD J. THOMAS
Vice President/Treasurer: MARK S. DILLON
Vice President/Secretary: STEPHEN A. JONES

ARTICLE IX
BOARD OF DIRECTORS

Section 1. Initial Board: The number of directors serving on the initial Board shall be three (3).

Section 2. Initial Directors: The names and addresses of the persons who are to serve on the first Board are as follows:

MARK S. DILLON 1480 Beltnes Street
Dunedin, Florida 33528

EDWARD J. THOMAS 1480 Beltnes Street
Dunedin, Florida 33528

STEPHEN A. JONES 1480 Beltnes Street
Dunedin, Florida 33528

Section 3. Selection of Initial Board: Except as provided below, the Developer, J. L. MASON OF FLORIDA, INC., a Florida corporation, its successors and assigns shall have the right to appoint, designate, elect and remove or replace the directors of the initial Board subject to the provisions of

O.R. 1424 PG 0913

Section 718.301, Florida Statutes. When Members other than the Developer own fifteen percent (15%) or more of the Units to ultimately be operated by the Association, the Members other than the Developer shall be entitled to elect no less than one-third (1/3) of the directors. Within sixty (60) days after the Members are entitled to elect said directors, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of, a meeting of the Members for this purpose.

Section 4. Transfer of Control: Members other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association, upon the first of the following events:

A. Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

B. Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

C. When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

D. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

E. When the Developer, in its sole discretion, elects to turn control of the Association over to Members other than the Developer.

The Developer is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in condominiums operated by the Association.

Within sixty (60) days after the Members other than the Developer are entitled to elect a majority of the members of the Board of Directors of an Association, the Association shall call, and give not less than thirty (30) days' or more than forty (40) days' notice of, a meeting of the Members to elect the members of the Board of Directors. The meeting may be called and the notice given by any Member if the Association fails to do so. Election of directors shall be in accordance with the provisions set forth in the Association By-laws.

ARTICLE X FIDUCIARY RELATIONSHIP

The officers and directors of the Association shall have a fiduciary relationship to the Members.

ARTICLE XI BY-LAWS

The first By-laws of the corporation shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided by the By-laws.

**ARTICLE XII
TERMINATION**

This Association may be terminated in accordance with a plan to terminate all of the condominiums under its control.

**ARTICLE XIII
AMENDMENTS**

Section 1. Prior to Declaration: Prior to the time of the recordation of the Declaration for the first condominium constructed as a part of the SUNNYBROOK DEVELOPMENT, these Articles of Incorporation may be amended by an instrument, in writing, signed by all the subscribers to these Articles of Incorporation, stating the Article number and the contents of its amendment, filed in the office of the Secretary of State of the State of Florida, with a certified copy of each such amendment attached to these Articles of Incorporation upon its recordation with the Declaration.

Section 2. After Declaration: After the recordation of the Declaration for the first condominium constructed as a part of the SUNNYBROOK DEVELOPMENT, these Articles of Incorporation may be amended in the following manner:

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

B. A resolution approving a proposed amendment may be proposed by either the Board or by the membership; and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive such approval of the other. Such approval must be by seventy-five percent (75%) of the voting interests of the Members of the Association and such approval must also be by two-thirds (2/3) of the members of the Board.

C. No amendment may be made to these Articles of Incorporation which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Declarations.

D. A copy of each amendment shall be certified to the Secretary of State and filed of record as an amendment to each of the Declarations.

E. Notwithstanding the foregoing provisions of this Article, no amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of the Developer, including the right to designate and select members of the initial Board as provided herein, may be adopted or become effective without the prior written consent of the Developer.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this 21 day of FEBRUARY, 1985.

Stephen A. Jones
STEPHEN A. JONES/Subscriber

RESIDENT AGENT CORPORATION OF
PINELLAS COUNTY
By: Michael J. ...
Its President President

FILED
MAR 11 1 41 PM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared STEPHEN A. JONES, to me known to be the person described as Subscriber in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and Official Seal, at the County and State aforesaid, this 21 day of February, 1985.

Sheila G. Kaufman
Notary Public
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared MILDRED GELFOND, as VICE President of RESIDENT AGENT CORPORATION OF PINELLAS COUNTY, to me known to be the person described in and who executed the foregoing Articles of Incorporation, and she acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and Official Seal, at the County and State aforesaid, this 24th day of February, 1985.

Sheila G. Kaufman
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DATE 6/30/89
CORDED INFO GENERAL REG. 1001

O. R. 1424 PG 0916

O. R. 1402 PG 1684

LEGAL DESCRIPTION OF LANDS WHICH MAY BE INCLUDED IN
SUNNYBROOK DEVELOPMENT

Tract 7, less the North 564.20 feet of the East 260.00 feet thereof and less the North 30.00 feet for Cecelia Drive as now established of Tampa and Tarpon Springs Land Company Subdivision of Section 16, Township 26 South, Range 16 East as shown on plat recorded in Plat Book 1, Pages 69 and 70, of the Public Records of Pasco County, Florida; the West 15.00 feet subject to the original Tampa and Tarpon Springs Land Company Subdivision road right-of-way. The North boundary line of said Tract 7 along being the North boundary line of the Northeast 1/4 of said Section 16.

AND

The East 1/2 of the NE 1/4 of the NW 1/4 of Section 16, Township 26 South, Range 16 East, Pasco County, Florida, LESS the North 30 feet thereof conveyed to the Board of County Commissioners of Pasco County, Florida, for public road right-of-way; and Tract 8 in Section 16, Township 26 South, Range 16 East, of Tampa and Tarpon Springs Land Company Subdivision, according to the plat thereof recorded in Plat Book 1, Pages 68, 69 and 70, Public Records of Pasco County, Florida, LESS the East 264 feet of the North 1/2 of Tract 8 and LESS the East 25 feet and the West 15 feet of Tract 8.

FILED
MAR 11 1 41 PM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "A"

"56A"

O.R. 1402 PG 1685

O.R. 1424 PG 0917

BY-LAWS OF

SUNNYBROOK CONDOMINIUM ASSOCIATION, INC.

A Florida non-stock, non-profit membership corporation

ARTICLE I
GENERAL

Section 1. Name: The name of the corporation shall be SUNNYBROOK CONDOMINIUM ASSOCIATION, INC.

Section 2. Principal Office: The principal office of the corporation shall be 1480 Beltrées Street, Dunedin, Florida 33528, c/o Mark S. Dillon, such other place as may be subsequently designated by the Board of Directors.

Section 3. Identity: That in addition to the within By-laws being the By-laws of the Association, these By-laws are established pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, for the purpose of administering, operating and managing condominiums constructed as a part of the SUNNYBROOK DEVELOPMENT on the following described real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY REFERENCE

Section 4. Definitions: As used herein, the term "corporation" shall be the equivalent of "Association", and all other words as used herein shall have the same definitions as attributed to them in the Declarations of Condominium of the condominiums constructed as a part of the SUNNYBROOK DEVELOPMENT on the land described above.

ARTICLE II
DIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole Board of Directors, also known as the Board of Administration, shall be not less than three (3), nor more than seven (7). Until succeeded by directors elected by the Members as hereinafter provided, directors need not be Members; thereafter all directors shall be Members. Within the limits above specified, the number of directors shall be determined by the Members at the annual meeting. The directors to be elected by the Members shall be elected as hereinafter provided except for the first Board of Directors elected by the Members, and each such director shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify.

Section 2. Representation: Within the limits above specified the number of directors shall be determined as follows:

A. Until such time as the Developer is required to turn control of the Association over to the Members pursuant to the provisions of Chapter 718, Florida Statutes, there shall be three (3) directors appointed by the Developer who shall hold office until control of the Association is turned over to Members other than the Developer. Upon the Developer turning control of the Association over to the Members, the number of directors shall be increased to a number equal to one (1) director for each individual condominium constructed as a part of the SUNNYBROOK DEVELOPMENT plus three (3) directors at large. Thereafter, there shall be one (1) additional director elected to the Board of Directors as and when any additional condominiums are created within the SUNNYBROOK DEVELOPMENT. Each condominium created

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Page 1
EXHIBIT "D"
TO DECLARATION

"39"

O. R. 1402 PG 1686

within the SUNNYBROOK DEVELOPMENT shall at all times be entitled to elect at least one (1) director to the Board of Directors, which directors will hereinafter be referred to as "resident directors", in addition to the three (3) directors at large.

B. The resident director representing an individual condominium shall be elected solely by the Unit Owners of such condominium, who are the only Members entitled to vote for their respective resident director, and shall be a Unit Owner in such condominium.

C. Directors at large shall be elected by the entire membership of the Association.

D. Each member of the Board of Directors shall have equal powers, rights and obligations without regard as to whether or not they were elected at large or by the Unit Owners of a particular condominium.

E. After the first election of directors following transfer of control of the Association, the number of directors to be elected will be the same as the preceding number of directors plus one resident director for any additional condominium which has been submitted to condominium ownership as a part of the SUNNYBROOK DEVELOPMENT since the last election of directors.

Section 3. Vacancy and Replacement: A. If, after transfer of control of the Association to Members other than the Developer, the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term in respect to which such vacancy occurred. In the event the vacancy being filled is the office of a resident director, the replacement shall be a Unit Owner from the condominium whose director is being replaced.

B. Prior to the date control of the Association is turned over to Members other than the Developer, in the event the office of a director elected by the Members becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the Members, at a meeting duly called for this purpose, shall choose a Member other than the Developer who shall hold office for the unexpired term in respect to which such vacancy occurred.

C. Subject to the provisions of Section 718.301, Florida Statutes, in the event the office of any director appointed by the Developer becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Developer shall appoint a successor who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 4. Removal: Directors at large may be removed with or without cause by an affirmative vote of a majority of the Members. A resident director may be removed by an affirmative vote of a majority of the Unit Owners in the condominium which he represents. No director elected by the Members or Unit Owners shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

O.R. 1424 PG 0919

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"66"

~~O.R. 1402 PG 1687~~

Section 5. First Board of Directors and Their Replacement:

A. The first Board of Directors appointed by the Developer shall consist of:

MARK S. DILLON
EDWARD J. THOMAS
STEPHEN A. JONES

who shall hold office and exercise all powers of the Board of Directors, until the first membership meeting, or as otherwise provided for hereinafter; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided. The three (3) individuals that are appointed by the Developer shall be the directors of the Association and shall be the sole voting Members of the corporation until such time as the Members other than the Developer own fifteen percent (15%) or more of the Units in a condominium that will be operated ultimately by the Association, at which time, the Members other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association.

B. Members other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of not less than fifty percent (50%) of the Units that will be operated ultimately by the Association; three (3) months after sales have been closed by the Developer of not less than ninety percent (90%) of the Units that will be operated ultimately by the Association; when all the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; when some of the Units have been conveyed and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or when the Developer, in its sole discretion, elects to turn control of the Association over to Members other than the Developer, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale, in the ordinary course of business, five percent (5%) of the Condominium Units operated by the Association.

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

D. If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval, in writing, by the Developer:

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

(2) Any action by the Association that would be detrimental to the sale of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of Units.

E. Prior to or within a reasonable time after the time that Members other than the Developer elect a majority of the members of the Board of Directors of the Association, such

O.R. 1424 PG 0920

Page 3

"61"

O.R. 1402 PG 1688

reasonable time not to exceed sixty (60) days, the Developer shall relinquish control of the Association and shall deliver to the Association at its expense, all property of the Members and of the Association held by or controlled by the Developer, including but not limited to the following items, if applicable, as to each condominium operated by the Association:

(1) The original, a certified copy or a photocopy of each recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Developer or officer or agent of the Developer as being a true and complete copy of the actual recorded Declaration; the Association's Articles of Incorporation; the By-laws; the minute books, including all minutes and other corporation books and records of the Association, if any; and any house rules and regulations which may have been promulgated.

(2) Resignations of officers and members of the Board of Directors who may be required to resign by reason of the requirement that the Developer relinquish control of the Association.

(3) An audit and accounting, which need not be certified, for all Association funds, performed by an auditor independent of the Developer, including capital accounts, reserve accumulations in accordance with Section 718.504(20)(c) l.k., Florida Statutes, and contributions.

(4) Association funds or control thereof.

(5) All tangible personal property that is property of the Association, represented by the Developer to be part of the Common Elements or that is ostensibly part of the Common Elements, or that is property of the Association, and inventories of these properties.

(6) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the condominiums and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer or of his agent, or of an architect or engineer authorized to practice in the State of Florida that such plans and specifications represent to the best of his knowledge and belief the actual plans and specifications utilized in and about the construction and improvement of the condominiums and for the construction and installation of the mechanical components serving the improvements.

(7) Insurance policies.

(8) Copies of any certificates of occupancy which may have been issued for the Condominium Property and Association Property.

(9) Any other permits issued by governmental bodies applicable to each Condominium and Association Property and which are currently in force or were issued within one (1) year prior to the date upon which the Members other than Developer take control of the Association.

(10) Written warranties of the contractor, sub-contractors, suppliers, and manufacturers, if any, that are still effective.

(11) A roster of Members and their addresses and telephone numbers, if known, as shown on the Developer's records.

O.R. 1424 PG 0921

(12) Leases of the Common Elements and other leases to which the Association is a party.

(13) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or the Members have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the services.

(14) All other contracts in which the Association is one of the contracting parties.

Section 6. Powers: The property and business of the corporation shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation, or the Declarations to which these By-laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

A. To make and collect Assessments and establish the time within which payment of same is due. Assessments shall be made against Members not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

B. To use and expend the Assessments collected, to maintain, care for and preserve the Units, Common Elements, Limited Common Elements and Association Property, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners, including Assessments for reserves or betterments, and to maintain and preserve any and all property owned by the Association and the improvements constructed thereon.

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

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

E. To insure and keep insured said Condominium Property and the property owned by the Association against loss from fire and/or other casualty, and Members against public liability and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Members for violation of these By-laws and the terms and conditions of the Declarations.

G. To employ and/or contract with, if deemed advisable, a maintenance service contractor and/or property manager, who shall maintain, serve and/or manage the Common Elements and Association Property, and delegate to such contractor or manager such powers as may be necessary in connection with the operation thereof. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items of or for other services deemed advisable and generally to have the powers of a property manager in connection with the matters hereinabove set forth.

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

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Elements of the condominiums and the property owned by the Association.

Section 7. Compensation: Directors or officers, as such, shall receive no salary or compensation for their services.

Section 8. Meetings:

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

B. Meetings of the Board shall be open to all Members and notices of all meetings shall be posted conspicuously on the common elements of each condominium forty-eight (48) hours in advance for the attention of Members, except in an emergency.

C. Special meetings of the Board may be called by the President upon five (5) days' notice to each director. Special meetings shall be called by the President or Secretary in a like manner and on like notice upon the written request of two (2) directors, provided notice is given in accordance with Section 8B hereinabove.

D. At all meetings of the Board, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the entire board of directors shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation or by these By-laws. If a quorum shall not be present in any meeting of directors, the directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

Section 9. Order of Business: The order of business at all meetings of the Board shall be as follows:

- Roll call.
- Reading of the Minutes of last meeting.
- Consideration of communications.
- Report of officers and employees.
- Reports of Committees.
- Unfinished business.
- Resignations and elections.
- Original resolutions and new business.
- Adjournment.

Section 10. Annual Budget:

A. The Board of Directors shall approve and adopt the annual budget so long as the total amount of expenditures set forth therein does not exceed one hundred fifteen percent (115%) of the Assessment for the immediately preceding year. The Members shall be given a copy of the proposed annual budget of Common Expenses which shall be detailed and shall show the amounts budgeted by account and expense classifications, which shall include but not necessarily be limited to the following items: expenses for the Association and the condominiums; administration of the Association; management fees, maintenance; rent for recreation and other commonly used facilities; taxes upon Association property; taxes upon leased areas; insurance; security provisions; other expenses; operating capital; reservations; fees payable to the Division; expenses for Unit Owners and Members; rent for the Unit if subject to a lease; rent

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payable by the Unit Owner directly to the lessor under any recreation lease or lease for use of commonly used facilities. The budgets shall be mailed to the Members not less than thirty (30) days before the meeting of the Board of Directors held for the purpose of adopting the annual budget and shall include written notice of the time and place of such meeting, which shall be open to the Members.

B. If an adopted budget for the Association as a whole or a particular condominium requires Assessments against the Members or Unit Owners, as appropriate, in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the Assessments for the immediately preceding year, the Board, upon written application of ten percent (10%) of the Members or Unit Owners to the Board, shall call a special meeting of the Members or Unit Owners within thirty (30) days, upon not less than ten (10) days' written notice to each Member or Unit Owner. At the special meeting, the Members or Unit Owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all Members or Unit Owners, as the case may be. The Board of Directors may propose a budget to the Members or Unit Owners at a meeting of Members or in writing, and if the budget or proposed budget is approved by the Members or Unit Owners, as the case may be, at the meeting or by a majority of all such Members or Unit Owners in writing, the budget shall be adopted. If a meeting of the Members or Unit Owners has been called and a quorum is not obtained or a substitute budget is not adopted by the Members or Unit Owners, as appropriate, the budget adopted by the Board shall go into effect as scheduled. The budget shall not thereafter be re-examined by the Members or Unit Owners in the manner hereinabove set forth.

C. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in the immediately preceding year, any authorized provisions for reasonable reserves for repair or replacement of Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to Condominium Property and/or Association Property shall be excluded from the computation.

D. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an Assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of a majority of all Members or Unit Owners, as the case may be.

E. Notwithstanding anything to the contrary contained herein, only the Unit Owners of each particular condominium operated by the Association shall be entitled to vote regarding the budget and/or Assessments, including reserves for replacements, if any, applicable only to the condominium in which their Unit is located. Provided, however, that all Members of the Association shall be entitled to vote regarding the budget and/or Assessments, including reserves for replacement, if any, for any property owned and operated by the Association and general operating expenses incurred by the Association on behalf of all Members.

Section 11. Fidelity Bond. A fidelity bond for directors of this Association who control or disburse funds of the Association shall be obtained for said directors and the Association shall bear the cost of such bonding as a Common Expense.

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ARTICLE III
OFFICERS

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

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

Section 3. Election: The Board of Directors at its first meeting after such annual meeting of Members shall elect a President, Secretary and Treasurer, none of whom, excepting the President, need be a member of the Board.

Section 4. Term: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed for cause at any time by the affirmative vote of a majority of the whole Board of Directors.

Section 5. The President:

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the Members and directors; shall be ex officio member of all standing committees; shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal by the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation.

Section 6. The Vice-President: The Vice-President shall be vested with all the powers and shall be required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 7. The Secretary:

A. The Secretary shall keep the minutes of the Members' meetings and the Board of Directors' meetings in one or more books provided for that purpose; such minutes shall be available for inspection by Members and Board members at all reasonable times.

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

C. He shall be custodian of the Association records (as defined in Chapter 718, Florida Statutes) and of the seal of the Association and shall see that the seal is affixed to all documents, the execution of which, on behalf of the corporation, under its seal, is duly authorized in accordance with the provisions of these By-laws.

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

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

Section 8. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors, the Articles of Incorporation, and these By-laws.

B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements and shall render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial conditions of the corporation.

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in possession belonging to the corporation.

Section 9. Vacancies: If the office of the President, a Vice-President, Secretary or Treasurer, or one or more, become vacant by reason of death, resignation, disqualification or otherwise, the remaining directors by a majority vote of the whole Board of Directors provided for in these By-laws may choose a successor or successors who shall hold office for the unexpired term.

Section 10. Resignations: Any director or officer may resign his office at any time, such resignation to be made in writing and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 11. Fidelity Bond: A fidelity bond for officers of this Association who control or disburse funds of the Association shall be obtained for said officers and the Association shall bear the cost of such bonding as a Common Expense of the Association payable by all Members.

Section 12. Indemnification: Every director and every officer of the Association and every Member serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or serving or having served the Association at its request, or any settlement thereof, whether or not he is a director or officer or serving the Association at its request at the time such expenses are incurred, except in such cases wherein the director or officer or such Member is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer or Member may be entitled.

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ARTICLE IV
MEMBERSHIP

Section 1. No Stock Certificates: There shall be no stock certificates issued by this corporation. Membership in the corporation shall be limited to the Unit Owners in Condominiums which are, pursuant to the terms of the respective, duly recorded declarations of condominium ownership, constructed as a part of the SUNNYBROOK DEVELOPMENT upon the aforescribed property, who shall automatically become Members of this corporation, and said membership shall be an incident of ownership of said Units and not separately transferable.

Section 2. Transfers of Membership: Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a Member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. The transferor, in such instance, shall automatically no longer be a Member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's Condominium Parcel and his undivided interest in the Common Elements of the condominium, and such transfers shall be subject to the procedures set forth in the Declarations.

Section 3. Voting:

A. An owner or owners of a single unit shall collectively be entitled to one (1) vote for that Unit, which vote shall be cast by the voting Member.

B. In any event, upon the recordation of any declaration submitting units to condominium ownership as a part of the SUNNYBROOK DEVELOPMENT, the number of voting Members shall automatically be adjusted so that at all times there shall be one (1) voting Member for each unit, the owners of which are, pursuant to the terms of the declaration, Members of the Association, and the total outstanding votes attributable to all units submitted to condominium ownership as a part of the SUNNYBROOK DEVELOPMENT shall automatically be adjusted so that there is one (1) vote per unit.

C. Notwithstanding anything to the contrary contained herein, in the event of a meeting of the Association called to consider matters pertaining only to a particular condominium or condominiums, and not the membership as a whole, only the units in the particular condominium or condominiums affected shall be allowed to vote on such matters. Each unit owner in the subject condominium or condominiums shall have one (1) vote per unit on any matter affecting that particular condominium.

D. A membership may be owned by more than one Unit Owner, provided that membership shall be held in the same manner as title to the Unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to one (1) vote or ballot for the Unit in the management of the affairs of the Association set forth above and in accordance with the Declarations, and the vote may not be divided between plural owners of a single membership.

E. If any Unit is owned by more than one person, one of the Owners of such Unit shall be designated, by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association, as the voting Member for the Unit. Such designated voting Member shall continue to cast the vote for the Unit until such time as another person is properly designated as set forth herein as the voting Member for the Unit. Failure by all the Owners of any single Condominium Unit to file the aforementioned certificate with the Secretary prior to a Members' annual or special meeting shall result in depriving the Owners of such Unit of a vote at such meeting.

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F. In the event the Owner of a Condominium Unit is not a natural person, the subject entity shall designate a natural person who shall be entitled to cast the vote or votes for such entity, and such natural person shall be a Member of the corporation, subject to the procedures set forth in the Declarations.

ARTICLE V
MEETING OF THE MEMBERSHIP

Section 1. Definition: Members shall meet at least once in each calendar year and such meeting shall be the annual meeting. The annual meeting shall be the time of the election of members of the Board of Directors whose terms have expired.

Section 2. Place: All meetings of the corporate membership shall be held at the office of the corporation, or any other place as may be stated in the written notice thereof.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of Members entitled to vote at said election, arranged numerically by Unit designation, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for ten (10) days and throughout the election at the office of the corporation and shall be open to examination by any Member during reasonable business hours throughout such time.

Section 4. Annual Meeting:

A. The first annual meeting of the Members of the corporation shall be held on the first anniversary of the date of incorporation of the Association, if not a holiday, and if a holiday, on the next secular day following.

B. Regular annual meetings, subsequent to the first annual meeting, shall be held on the anniversary date in each succeeding year of said incorporation, if not a legal holiday, and if a legal holiday, then on the next secular day following.

C. The date of such annual meeting may be changed by the Board provided notice is given pursuant to Article VI hereof.

Section 5. Special Meetings:

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

B. Written notice of a special meeting of Members shall be provided in accordance with the provisions of Article VI, Section 1, as set forth hereinafter.

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

Section 6. Right to Vote: At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Proxies shall be signed by all of the record Owners of a particular Unit or by the properly designated voting Member, and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the

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first meeting for which it was given. Every proxy shall be revocable at the pleasure of the Unit Owner(s) or designated voting Member executing it.

Section 7. Vote Required to Transact Business:

A. When a quorum is present at any meeting, the majority of the voting interests of the Members present in person or represented by written proxy shall decide any question brought before the general membership, unless the question is one upon which, by express provision of the Florida Statutes, the Declarations, the Articles of Incorporation, or these By-laws, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

B. Notwithstanding anything to the contrary contained herein, with respect to any question relating only to a specific condominium or condominiums, the majority of the voting interests of the Unit Owners of said condominium or condominiums, and not the general membership, shall decide such question unless the question is one which, by express provision of the Florida Statutes, the Declarations, the Articles of Incorporation or these Bylaws a different vote is required, in which case, such express provision shall control.

Section 8. Quorum: Fifty-one percent (51%) of the total number of Members of the corporation present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation, these By-laws, or the Declarations, provided, however, that in the event of a meeting called to consider matters pertaining only to a single condominium or condominiums, and not the membership as a whole, or a vote at a general membership meeting on matters which only Unit Owners from a particular condominium or condominiums are allowed to vote, a quorum shall be fifty-one percent (51%) of the Unit Owners of the particular condominium or condominiums present in person or by proxy. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 9. Waiver and Consent: Whenever the vote of Members or Unit Owners at a meeting is required or permitted by any provision of the Florida Statutes, the Articles of Incorporation, these By-Laws or the Declarations, to be taken in connection with any action of the corporation, the meeting and vote of Members or Unit Owners may be dispensed with if all of the Members or Unit Owners who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 10. Order of Business: The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be:

- A. Calling of the roll and certifying of proxies.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading and disposal of any unapproved minutes.
- D. Reports of officers.
- E. Reports of committees.
- F. Unfinished business.
- G. Resignations and election of directors.
- H. New business.
- I. Adjournment.

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ARTICLE VI
NOTICES

Section 1. Annual and Special Meetings: The method of calling and summoning the Members to assemble at meetings, including annual meetings, shall require at least fourteen (14) days' written notice to each Member in advance of the meeting, and the posting at a conspicuous place on the Common Elements of each Condominium of a notice of the meeting at least fourteen (14) days prior to said meeting. The notice of the annual meeting shall be sent by mail to each Member and the post office certificate of mailing shall be retained by the Secretary as proof of such mailing and such mailing shall be deemed notice. The foregoing requirements as to meetings are not to be construed, however, to prevent Members from waiving notice of meetings or from acting by written agreement without meetings, as provided in these By-laws, the Declarations, or the laws of the State of Florida.

Section 2. Service of Notice-Waiver: Whenever any notice is required to be given under the provisions of Florida Statutes or the Articles of Incorporation or these By-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII
FINANCES

Section 1. Fiscal Year: The fiscal year shall begin the first day of January of each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Determination of Assessments:

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

(2) Funds for the payment of Common Expenses shall be assessed against Members in the proportions or percentages and in the manner provided in the Declarations, and said Assessments shall be payable as provided in the Declarations.

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

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

B. When the Board of Directors has determined the amount of any Assessment, including the monthly Assessment, the

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Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Members or Unit Owners, as the case may be. All Assessments shall be payable to the Association and, upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section 4. Reserve Fund: The Board of Directors shall have the right to assess Members and Unit Owners to establish a reserve fund for the future replacement of or additions to the Common Elements of the Condominiums and any property owned by the Association, and such reserve fund shall be held in trust by the Board or its designated nominee to be used solely for the purpose for which it was established. Notwithstanding anything to the contrary herein, the Members or Unit Owners, as the case may be, may elect not to collect reserves in accordance with the provisions of Chapter 718, Florida Statutes.

Section 5. Payment of Assessments: All Assessments shall be paid timely to the Association. Assessments shall be made against Members and Unit Owners not less frequently than quarterly, in advance, in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all the unpaid operating expenses previously incurred.

Section 6. Limitation on Expenditures: Notwithstanding any provision in these By-laws, the Articles of Incorporation or the Declarations which authorizes expenditures, after the first election of Directors, the majority of which are comprised of Members other than Developer, no expenditure for the improvement of the Common Elements of any Condominium or Association Property, exceeding One Thousand and no/100 Dollars (\$1,000.00) per annum shall be made without the approval of a majority of the Members or Unit Owners, as the case may be, except for the repair of the Common Elements or Association Property due to casualty loss. Only the Unit Owners of the particular Condominium considering such expenditure for improvement to its Common Elements shall be entitled to vote thereon and shall be obligated to pay the Assessment for such expenditure.

Section 7. Application of Payments and Commingling of Funds: All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund as determined by the Board of Directors. All Assessments shall be applied as provided herein and in the Declarations.

Section 8. Acceleration of Assessment Installments Upon Default: If a Member or Unit Owner shall be in default in the payment of an installment upon any Assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Member or Unit Owner and, thereupon, the unpaid balance of the Assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery of or the mailing of such notice to the Member or Unit Owner.

Section 9. Liability Upon Termination of Membership: The termination of membership in the Condominium shall not relieve or release any such former Unit Owner or Member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Unit Owner or Member arising out of or in any way connected with such ownership and membership or the covenants and obligations incident thereto.

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ARTICLE VIII
SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "non-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX
USE RESTRICTIONS AND RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the restrictions set forth in the Declarations, together with such additional rules and regulations as may be hereafter adopted by the Board of Directors, which are not inconsistent with the provisions of said Declarations or Exhibits thereto, shall govern the use of the Units, the Common Elements of the Condominium and Association Property, and the conduct of all Unit Owners and residents of the Condominiums constructed as a part of the SUNNYBROOK DEVELOPMENT.

ARTICLE X
DEFAULT-FORECLOSURE

In the event a Unit Owner or Member does not pay the sums, charges or Assessments required to be paid to the corporation, the corporation, acting on its own behalf, or through the Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the Condominium Parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed and in accordance with Section 718.116, Florida Statutes.

The corporation shall be entitled to the appointment of a receiver if it so requests. The corporation shall have the right to bid on the Condominium Parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosure of its lien, the corporation may, through its Board of Directors, or manager acting on behalf of the corporation, or in its own behalf, bring suit to recover a money judgment for sums, charges or Assessments required to be paid to the corporation without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the corporation against a Unit Owner or Member, the losing litigant shall pay the costs thereof, together with a reasonable attorney's fee.

If an action of foreclosure is brought against a Unit Owner or Member for the nonpayment of monies due the corporation and as a result thereof the interest of the said Unit Owner or Member in and to such Condominium Parcel is sold, then at the time of such sale, the Unit Owner's or Member's membership in the Association shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the corporation becomes the Unit Owner of the Condominium Parcel by reason of foreclosure, it shall offer said Parcel for sale and at such time as a sale is consummated, it shall deduct from the proceeds all sums of money due it for monthly Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and all expenses incurred in the resale of the Condominium Parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees, reasonable attorneys' fees, and expenses necessary for the repairing and refurbishing of the Condominium Parcel in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former Unit Owner of the Condominium Parcel in question.

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ARTICLE XI
VIOLATIONS

In the event of violation of any of the provisions of the Declarations, the Association Articles of Incorporation, these By-laws, the Florida Statutes, or rules and regulations adopted by the Board of Directors, as the same are now or may hereafter be constituted, the Association, on its own behalf or by and through its Board of Directors or manager, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

In the event of such legal action brought against a Unit Owner or Member, the prevailing party shall be entitled to recover reasonable attorney's fee and court costs.

Each Unit Owner and Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all Unit Owners and Members to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from Unit Owners and Members and to preserve each other's right to enjoy his Condominium Unit free from unreasonable restraint and nuisance.

ARTICLE XII
LIABILITY IN EXCESS OF INSURANCE COVERAGE

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

A copy of each insurance policy obtained by the Association shall be made available for inspection by Members during reasonable business hours.

ARTICLE XIII
REGISTERS

Section 1. The Secretary of the corporation shall maintain a register in the corporate office showing the names and the addresses of Members.

Section 2. The corporation shall maintain a suitable register of the recording of pledged or mortgaged Condominium Parcels. Any pledgee, mortgagee, holder, insurer or guarantor of a mortgage on a Condominium Parcel may, but is not obligated to, notify the corporation in writing of the pledge or mortgage. Upon written request to the Secretary of the Association, such registered pledgee, mortgagee, holder, insurer or guarantor of a mortgage on a Unit shall be entitled to inspect the books and records of the Association, and to receive a financial statement for the immediately preceding fiscal year and timely written notice of the following:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing the mortgage.

(b) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Unit Owner of the mortgaged Unit.

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(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which requires the consent of a specified percentage of mortgage holders.

ARTICLE XIV
SURRENDER

In the event of the legal termination of a membership and of the occupancy rights thereunder, the Member or any other person or persons in possession by or through the right of the Member, shall promptly quit and surrender the Unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to re-enter and to repossess the Unit. The Member, for himself, and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Pasco County, the State of Florida, or the United States of America.

ARTICLE XV
AMENDMENTS

These Bylaws may be altered, amended or repealed, unless specifically prohibited herein or in the Declarations or the Articles of Incorporation, at any regular or special meeting of the Members by an affirmative vote of seventy-five percent (75%) of the voting interests of all of the Members of the corporation, unless a contrary vote is required pursuant to the Articles of Incorporation or the Declarations, and provided that notice of said meeting has been given in accordance with these Bylaws and that such notice contains a full statement of the proposed amendment. No modification of or amendment to these Bylaws shall be valid nor become effective unless set forth in or annexed to a duly recorded amendment to all of the Declarations. Notwithstanding anything to the contrary contained herein, no amendment or modification may be made to these Bylaws nor to the Articles of Incorporation which affects the rights and privileges provided therein to the Developer without the consent and joinder of the Developer.

ARTICLE XVI
CONSTRUCTION

Whenever the masculine singular form of pronoun is used herein, it shall mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Should any of the covenants herein be void or become unenforceable at law or in equity, the remaining provisions of these Bylaws shall, nevertheless, be and remain in full force and effect.

O.R. 1424 PG 0934

O.R. 1402 PG 1702

Office of
Public
Records
Pasco County
Florida

SUNNYBROOK HOMEOWNERS'

DECLARATION

100002 10 2402 03-25-85 1002

OF

RECORDING

COVENANTS, CONDITIONS AND RESTRICTIONS

03 00 60 1 155.00

03 00 47 1 43.00

DOC. FEE/PACK 1 1.00

NO. 1000 207.00

Declaration covering that certain condominium development of Pasco County, Florida known as SUNNYBROOK I, A CONDOMINIUM, according to the plat thereof as recorded in Condominium Plat Book 1, Pages 82 through 86, Public Records of Pasco County, Florida.

WHEREAS, J.L. MASON OF FLORIDA, INC., a Florida corporation, is the owner in fee simple of certain real property located in Pasco County, Florida, known by official plat designation as:

SUNNYBROOK I, A CONDOMINIUM, according to the plat thereof as recorded in Condominium Plat Book 1, Pages 82 through 86, Public Records of Pasco County, Florida.

WHEREAS, the Developer owns additional lands lying and being situate in Pasco County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Development Lands"); and

WHEREAS, from time to time, the Developer may desire to submit such Development Lands, in whole or in part, to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, from time to time, the Developer may elect to convey portions of the Development Lands to the SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as "Association") for the use and benefit of the members of the Association, as defined herein;

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the property constituting such condominium and the Development Lands, Developer hereby declares that all of the aforescribed real property which is or becomes subject to this Declaration, and each part thereof, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof, as provided for hereinafter.

ARTICLE I
Definitions

SECTION 1. "ARTICLES" means the Articles of Incorporation of SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC., a copy of which is attached hereto as Exhibit "C", as duly amended from time to time.

SECTION 2. "ASSOCIATION" shall mean and refer to SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation not for profit, its successors and assigns.

SECTION 3. "BOARD OF DIRECTORS" or "BOARD" shall mean the Board of Directors or other representative body responsible for the administration of SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC.

EXHIBIT "E"
TO DECLARATION

SECTION 4. "BYLAWS" shall mean the Bylaws of SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC., a copy of which is attached hereto as Exhibit "D", as duly amended from time to time.

SECTION 5. "COMMON AREAS" as used herein shall mean any and all real property owned by the Association and any and all improvements constructed thereon, for the common use and enjoyment of the Members. The Common Areas, which shall be conveyed to the Association at or before the closing of the first Residential Lot or Condominium Unit, are more particularly described in Exhibit "B" attached hereto and made a part hereof.

SECTION 6. "DECLARATION" shall mean this SUNNYBROOK HOMEOWNERS' DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS, as amended from time to time.

SECTION 7. "DEVELOPER" shall mean and refer to J.L. MASON OF FLORIDA, INC., a Florida corporation, its successors and assigns, provided that Developer indicates in its deed or instrument of conveyance that it is the intent of the Developer to convey all or a portion of its rights as Developer pursuant to this Declaration to such successors or assigns. Developer shall at all times have the right to assign all or any portion of any rights or interest it may have from time to time herein to any successor, nominee or assignee without consent or joinder from any Owner or any holder of a mortgage, lien or other encumbrance upon a Residential Lot or Condominium Unit, or the Association, and such successor, nominee or assignee shall exercise the rights granted to it concurrently with and not in contravention of, any of the Developer's rights and interests herein.

SECTION 8. "INSTITUTIONAL MORTGAGEE" shall include any bank, federal savings and loan association, state savings and loan association, institutional investor, mortgage banker, Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), federal agency (e.g. FHA or VA), insurance company, and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Residential Lots or Condominium Units.

SECTION 9. "MEMBER" shall mean every person or entity who holds membership in the Association, as hereinafter provided.

SECTION 10. "MAINTENANCE" shall mean the exercise of reasonable care to keep the buildings, roads, landscaping, lighting and other related improvements and fixtures within the Common Areas in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, environment for optimum plant growth. Maintenance of the Common Areas, as defined herein, is the responsibility of the Association pursuant to its Bylaws.

SECTION 11. "OPERATING EXPENSES" means the expenses for which Owners are liable to the Association as described in this Declaration and in any of the Exhibits hereto, and includes, but is not limited to, all costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing the Common Areas and any improvements constructed thereon.

SECTION 12. "OWNER(S)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple interest in any Residential Lot or Condominium Unit, as hereinafter defined, which is subject to the terms and conditions of this Declaration, as amended from time to time, and including the Developer for so long as it is the owner of the fee simple

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title to a Residential Lot or Condominium Unit, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

SECTION 13. "RESIDENTIAL LOT" and/or "CONDOMINIUM UNIT" shall mean and refer to any condominium unit, patio home, townhouse, detached or attached single family residence or residential lot, with the exception of any Common Area, contained or constructed within the Development Lands and which is subject to the terms and conditions of this Declaration as amended from time to time. In the event that any portion of the Development Lands subject to this Declaration is developed for residential rental purposes and remains unplatted, each residential dwelling unit shall be considered a Residential Lot and/or Condominium Unit and subject to the terms and conditions herein. Residential Lot and/or Condominium Unit may be referred to from time to time herein as Lot and/or Unit.

ARTICLE II
Property Rights

SECTION 1. The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual, non-exclusive easement in favor of all Owners and the Association, and their respective families, agents, servants, guests, lessees and invitees, for ingress, egress and regress, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonable intended, subject to the following:

A. The right of the Association to charge reasonable fees for the use of any facility which might be situated upon the Common Areas.

B. The right of the Association to suspend the voting rights and right to use of the facilities by an Owner, including, but not limited to, the following reasons:

(1) Any period during which any regular or special assessment against such Owner's Lot or Unit remains unpaid; or

(2) For a period not to exceed sixty (60) days for any infraction by an Owner, or his servant, guest, lessee or invitee of the published rules and regulations of the Association.

C. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument, signed by sixty-seven percent (67%) of each class of Members, agreeing to such dedication or transfer has been filed among the books or records of the Association and an instrument duly reflecting such dedication or transfer and executed by the properly authorized officers of the Association has been duly recorded in the Public Records of Pasco County, Florida, with the formalities necessary to record a deed.

D. The right of the Association to adopt reasonable rules and regulations controlling the use of the Common Areas to promote the recreation, health, safety, welfare and common interests of all of the Owners.

E. The right of the Association to impose reasonable limits upon the number of guests who may use the facilities;

~~O.R. 1402 PG 1597~~

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F. The right of the Association to borrow money for the purpose of improving the Common Areas or acquiring additional property or for constructing, repairing or improving facilities located thereon and to give as security for the payment of any such loans a mortgage conveying all or any portion of the Common Areas except streets; provided, further, that the creation of any such mortgage shall require approval of seventy-five percent (75%) of each class of Members.

G. Any limitations on use contained elsewhere in this Declaration.

SECTION 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, business invitees, social invitees or contract purchasers who reside in the Owner's Lot or Unit.

SECTION 3. Limitations upon Use of Common Areas. No Owner may plant or garden or erect or maintain fences, hedges, walls or other improvements upon the Common Areas, unless first approved in writing by the Board of Directors of the Association, provided, however, the Developer shall have the right to install such improvements as it shall deem desirable, in its sole discretion, in connection with the development of any portion or all of the Development Lands.

SECTION 4. Easements of Encroachment. There shall be reciprocal, perpetual, non-exclusive easements between adjacent Units and Lots, and any portion or portions of the Common Areas adjacent thereto, for any encroachment due to placement, settling or shifting of the improvements constructed, re-constructed or altered thereon, including but not limited to roof overhangs, gutters, down spouts, rain water run-off therefrom, and perimeter walls or footers, provided such construction, re-construction or alteration is in accordance with the terms and conditions of this Declaration. Such easements shall exist to a distance of not more than three (3) feet as measured from any point on the common boundary between each Lot or Unit and any adjacent portion of the Common Areas along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements, for the use and benefit of Sunnybrook Homeowners' Association, Inc., Delis Realty, Inc., the condominium or homeowners' association primarily responsible for the operation of the condominium or subdivision in which the Unit or Lot is located, and their respective successors, assigns, employees and agents. No such easement shall exist for any such encroachment occurring as a result of the willful or intentional conduct of an Owner.

SECTION 5. Easements for Ingress, Egress and Utilities.

A. Utilities. There shall be easements in, over, under and upon the Common Areas and any portion of the Development Lands subject hereto as may be required for utility services in order to adequately serve the Lots and Units, the Common Areas and the Development Lands in whole or in part, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities and electronic security facilities. However, easements through Lots or Units shall be only according to the plans and specifications for such Lots or Units or as actually constructed or reconstructed unless approved in writing by the Owner thereof. The Association shall have the right to enter any Lot or Unit to inspect, maintain, repair or replace such utility service facilities and to remove any improvements interfering with or impairing the utility services or easements herein provided.

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B. Pedestrian and Vehicular Traffic. There shall be easements for pedestrian traffic over, through, across and upon sidewalks, paths, lanes and walks as the same may from time to time exist upon the Common Areas and be intended for such purposes; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Areas as may from time to time be paved and intended for such purposes, such easements being for the use and benefit of the Association, the Developer, and the Owners, and their respective families, successors, assigns, agents, employees, servants, guests, lessees and invitees.

C. Developer's Ingress and Egress. The Developer for itself, its successors, nominees and assigns, and their respective agents, employees, contractors, guests, lessees and invitees, expressly reserves an easement for ingress and egress over the Common Areas and any portion of the Development Lands subject hereto.

D. Additional Development. The Developer, its successors, nominees and assigns hereby reserve easements over, under, across and upon all of the Common Areas and any portion of the Development Lands subject hereto for ingress, egress and regress and easements for utilities, including but not limited to those necessary to provide water, sewer, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronic and other facilities in connection therewith and the like to all or any portion of the property described in Exhibit "A" attached hereto, whether or not said property is subject to the terms and conditions of this Declaration.

SECTION 6. No Partition. There shall be no judicial partition of the Common Areas nor shall Developer or any Owner or other person or entity acquiring any interest in the property subject to this Declaration, as duly amended from time to time, or any part thereof, seek judicial partition thereof.

SECTION 7. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Unit or Lot at any reasonable hour of the day, to perform such maintenance as may be authorized herein. In the event of any emergency which might reasonably result in damage to any Lot or Unit or the Common Areas, the Association shall have the right to enter any Lot or Unit as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof.

SECTION 8. Developer's Privileges. The Developer shall have the right to transact on the Common Areas and Development Lands any and all business necessary to consummate the development and sale of condominium units, residential lots or such other interests in real property as the Developer, in its sole and absolute discretion, may determine, and such business shall include but not be limited to, the right to erect signs and maintain a sales or leasing office or offices on the Common Areas and Development Lands, place employees in the sales or leasing office(s) and use the Common Areas and improvements constructed thereon. The sales or leasing office(s), signs, and all other items pertaining to sales shall not be considered Association property, and shall remain the property of the Developer.

ARTICLE III

Membership in ASSOCIATION: Voting Rights

SECTION 1. Membership. The Developer and every person or entity who is a record Owner of a fee or an undivided fee interest in any Lot or Unit which is subject to this Declaration as amended from time to time, as evidenced by the recordation of proper instruments among the Public Records of Pasco County,

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Florida, shall automatically be Members of the Association. Such membership shall automatically terminate when such persons or entities divest themselves of their respective interests in their Lot or Unit. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any Lot or Unit which is subject to this Declaration.

SECTION 2. Voting Classes.

The Association shall have two classes of voting Members, as follows:

A. Class A. Class A Members shall be all Owners of Lots or Units (save and except for Developer), who shall be entitled to one (1) vote for each Lot or Unit owned.

B. Class B. Class B Members shall be the Developer (as defined hereinabove), and shall be entitled to four (4) votes for each Lot or Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first (the "Turnover Date"):

(1) When the total votes outstanding in the Class A membership equal seventy-five percent (75%) of the total votes outstanding in Class A and Class B membership combined; or

(2) On January 1, 1995; or

(3) At any time the Developer shall elect, in its sole discretion, to convert the Class B memberships held by it to Class A memberships.

C. When more than one person holds an undivided fee interest in any Lot or Unit, all such persons shall be Class A members and shall enjoy full membership rights, privileges and obligations as set forth hereinafter, and the vote for such Lots or Units shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one Lot or Unit.

SECTION 3. Developer Voting Rights. Notwithstanding the provisions contained hereinabove with regard to the conversion of Class B membership to Class A membership, it is specifically understood that:

A. Until such time as the total votes outstanding in Class A membership equal seventy-five percent (75%) of the total votes outstanding in Class A and Class B memberships combined, the Class B membership shall have the right of veto on all questions coming before the membership for a vote thereon; and

B. Upon the Turnover Date, Developer shall become a Class A member with regard to each Lot or Unit owned by Developer, notwithstanding the provisions to the contrary hereinabove, and Developer shall be entitled to one (1) vote for each such Lot or Unit owned by Developer on all questions coming before the membership for a vote thereon.

SECTION 4. Passage of Issues. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the Members of the Association, shall be that number as set forth herein and in the Articles of Incorporation and By-laws of SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC., as the same may be amended from time to time, subject to the provisions set forth hereinabove relating to Class B membership and the Developer's voting rights.

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ARTICLE IV
Covenant for Maintenance Assessments

SECTION 1. Creation of Lien and Personal Obligation for Assessments. The Developer, for each Lot or Unit owned within the property subject hereto, hereby covenants, and each Owner of one or more Lots or Units subject hereto, by acceptance of a deed therefor, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenant and agree to pay to the Association:

- A. Regular assessments or charges, payable monthly; and
- B. Special assessments for capital improvements to be payable monthly, quarterly, or annually, as determined by the Board of Directors of the Association.

Each of the aforementioned assessments shall be established and collected as hereinafter provided. The regular and special assessments, together with interest at the highest rate allowed by law, and costs of collection thereof, including but not limited to reasonable attorneys' fees, shall be a charge on the Lot or Unit assessed and shall be a continuing lien upon said Lot or Unit, commencing on the date said lien is recorded in the Public Records of Pasco County, Florida. Each assessment, regular or special, together with interest at the highest rate allowed by law, and costs of collection thereof, including but not limited to reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of record of the Lot or Unit described in the assessment on the date when the assessment, regular or special, became due and payable. No Owner may avoid, waive or otherwise escape liability for payment of the regular or special assessments provided for herein by failure to use or enjoy the Common Areas for any reason whatsoever, or by abandonment of the Lot or Unit against which the assessment is made. The personal obligation for delinquent assessments shall not pass to the successors in title of the record Owner on the date when delinquent assessments became due and payable unless expressly assumed by such record Owner's transferee.

SECTION 2. Purpose of Assessments.

(A) The assessments levied by the Association shall be used exclusively to:

- (1) Promote the recreation, health, safety, welfare and common interests of the Members of the Association.
- (2) Provide for the improvement, management, maintenance, repair, replacement and insurance of the Common Areas and any improvements constructed thereon.

B. The Board of Directors of the Association is hereby empowered to prepare and adopt an annual budget, and based thereon to determine the amount of the regular assessment from year to year or as often as may be required, subject to adjustment as provided herein, but in no event shall the regular assessment be readjusted more often than quarterly, unless necessary due to the economic reality of providing the items of service set forth herein as same shall vary from time to time.

C. The Association shall acquire and pay for, out of the funds derived from regular assessments, certain items of service which may include, but shall not be limited to, the following:

- A. Maintenance and repair of structures or improvements that may be constructed within the Common Areas from

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time to time, specifically including, but not limited to, fences, roads, drainage facilities and retention ponds, gate houses and recreational facilities;

B. Patrolling of the Common Areas by security guards;

C. Electricity, lightbulbs, wiring and other necessary electrical utility service for the Common Areas and any improvements located thereon;

D. Maintenance and operation of streetlights for the Common Areas, including costs for repair or replacement of damaged street lights to the extent such costs are not covered by the utility company;

E. Maintenance of the grounds of the Common Areas, including, but not limited to, pumps, walls, sprinkler systems, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of any sidewalks, roads, walkways and retention ponds located in the Common Areas;

F. Carry and pay for a comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming the Association and, until the Turnover Date, Developer as named insureds thereof insuring against all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Areas and other property owned by the Association and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000) for damages incurred or claimed by any one person for any one occurrence and not less than Five Million Dollars (\$5,000,000) for damages incurred or claimed for any one occurrence and for not less than Five Hundred Thousand Dollars (\$500,000) property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for nonowned and hired automobiles, liability for property of others, host liquor liability and such other risks as are customarily covered with respect to property similar to the Common Areas in construction, location and use.

G. Adequate fidelity coverage to protect against dishonest acts on the part of officers, Directors, and employees of the Association and all others who handle or are responsible for handling funds of the Association, such coverage to be in the form of fidelity bonds which meet the following requirements:

(1) Such bonds shall name the Association as an obligee;

(2) Such bonds shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual Operating Expenses of the Association as set forth in the adopted budget for the then current fiscal year;

(3) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve the Association without compensation from any definition of "employee" or similar expression.

H. Such other forms of insurance and in such coverages as the Association shall determine to be required or beneficial for the protection or preservation of the Common Areas and any buildings and improvements now or hereafter located thereon or in the best interests of the Members or the Association.

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I. Carry and pay for comprehensive property damage insurance on any and all structures or improvements which may from time to time be constructed upon the Common Areas. Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors of the Association upon a proper vote as set forth in the By-laws of the Association at a meeting duly called for that purpose;

J. Trash and garbage collection and sewer and water service for the Common Areas and any and all improvements located thereon, whether supplied by a private or public firm;

K. Any and all legal fees, audit fees and miscellaneous management fees that are necessary and proper in the opinion of the Board of Directors of the Association, including the costs of administration of the Association and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of this Declaration or the By-laws of the Association, which is necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of the Owners or for the enforcement of these restrictions;

L. There shall be no reserves for replacement; however, upon a proper vote as set forth in the By-laws of the Association, at a meeting of the membership duly called for that purpose, the Association may vote to establish a reserve fund for the happening of certain named contingencies which shall be determined and set forth in a resolution duly voted upon by the membership and executed by authorized officers of the Association;

M. Any and all other purposes deemed necessary and proper. Upon a proper vote as set forth in the By-laws of the Association at a meeting duly called for that purpose, the Board of Directors may vote to establish an additional category of Operating Expenses for the happening of certain named events or services which are required or desired by the Association, which category shall be determined and set forth in a resolution duly voted upon by the Board of Directors and executed by duly authorized officers of the Association.

SECTION 3. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association, through its Board of Directors, may levy in any "assessment year", which shall be defined as that period of time from the date of the Association's annual meeting as set forth in the By-laws until the next, ensuing annual meeting one calendar year subsequent thereto, unless said date shall fall on a Saturday, Sunday, or legal holiday, in which event the next business day which is not a Saturday, Sunday or legal holiday shall be the date upon which the Association's annual meeting shall be held, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repaving, major repair or replacement of a capital improvement located or to be constructed within the Common Areas, including any fixtures and/or personal property relating thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of each class of Members, voting in person or by proxy at a special meeting duly called for this purpose. Notwithstanding anything to the contrary contained in this Declaration, in the event of any maintenance, repair or replacement to the Common Areas caused by negligence or misuse by an Owner, his family, servants, guests, invitees or lessees, the Association, through its Board of Directors, shall have the right to levy a special assessment against such Owner and his Lot or Unit for the cost of such maintenance, repair or replacement. In addition, any cost or

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reasonable attorneys' fee incurred by the Association in connection with any action of any nature whatsoever against an Owner, his family, servants, guests, invitees or lessees shall be assessed against such Owner and his Lot or Unit as a special assessment.

SECTION 4. Right of Assessment. Pursuant to the obligation of the Association to maintain the Common Areas, as provided for herein, and in regard thereto, the Association shall:

A. Have the right and power to contract with a maintenance and or management company to carry out its obligations in regard to maintenance and/or management as set forth herein;

B. Have the right and power to assess each Member a "prorata share" as set forth herein, of the Operating Expenses of the Association.

SECTION 5. Uniformity. Both regular and special assessments must be fixed at a uniform rate for all Lots and Units.

A. **Regular Assessment.** The basis for determining the regular assessment will be the estimated cost of each item of service provided for the benefit of the Association, as reflected upon the Association's books, in accordance with the services to be provided as set forth herein.

(1) **Payment:** Each Owner shall be assessed and shall pay on a monthly basis a prorata share of the total amount of the assessment necessary to provide the services as set forth herein in addition to a prorata assessment for taxes assessed against the Common Areas, the schedule for payment of which shall be set forth in the annual budget as provided herein.

(2) **Formula:** In order to determine the prorata share of the regular assessment payable by each Owner, the estimated Operating Expenses, as set forth in the annual budget, shall be divided by the total number of Lots and Units subject to this Declaration as amended from time to time. The result thereof shall constitute the individual Owner's liability for the regular assessment, subject to readjustment as provided for hereinafter.

For example:

Estimated Operating Expenses \div $\frac{\text{Total number of Lots and Units}}{\text{subject to Declaration}}$ = each Owner's prorata share of regular assessment

B. **Special Assessments:** The basis for determining a special assessment shall be the actual cost of each item of construction, reconstruction, repaving, major repair or replacement of any capital improvement located or to be constructed upon the Common Areas, including any fixtures and/or personal property relating thereto, undertaken for the benefit of the Association as reflected upon the Association's books in accordance with Section 3 of this Article IV.

(1) **Payment:** Each Owner shall be assessed and shall pay a prorata share of the total amount of the special assessment, the schedule for payment of which shall be set forth in the resolution authorizing such special assessment.

(2) **Formula:** In order to determine the prorata share of each Owner, the estimated cost of the capital improvement shall be divided by the total number of Lots and Units subject to this Declaration, as amended from time to time. The result thereof shall constitute the individual Owner's

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liability for the special assessment, subject to readjustment as provided for hereinafter.

SECTION 6. Developer's Obligation to Pay Assessments.

It is expressly understood that the Developer shall (1) pay to the Association, on a monthly basis, any and all amounts assessed to Developer as the Owner of any Lots and/or Units which are subject to the terms and conditions of this Declaration, as amended from time to time, in accordance with the formula set forth hereinabove for determination of each individual Owner's prorata share of regular assessments, or (2) pay to the Association, on a monthly basis, the difference between the actual Operating Expenses for the immediately preceeding month and the regular assessments collectable from all Owners other than the Developer, whichever amount is less. Notwithstanding anything to the contrary contained herein, the Developer shall not be subject to a special assessment as the Owner of any Lot or Unit for any item of construction, reconstruction, repaving, major repair or replacement of any capital improvements without first having approved such special assessment in writing.

SECTION 7. Taxes. It shall be the obligation of the Association, commensurate with the ownership of the Common Areas to:

A. Pay all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereon or any part thereof that become due and payable during the term of ownership by the Association of the Common Areas;

B. Assess, as part of the regular assessment, against each and every Member, a "prorata share" of all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereon, or any part thereof that may become due and payable during the term of ownership of the Common Areas by the Association, such prorata share to be secured from default by the personal obligation of each and every individual Lot or Unit Owner, and a lien against each and every Lot and Unit subject to the terms and conditions of this Declaration, as amended from time to time.

C. Such prorata share shall be assessed as set forth in Article IV, Section 5A to each individual Owner.

SECTION 8. Date of Commencement of Regular Assessments; Due Dates. The regular assessments shall commence as to all Lots or Units subject to this Declaration, as amended from time to time, on the first day of the first month following the conveyance of the Common Areas to the Association. As additional Lots and/or Units become subject to this Declaration, the regular assessments attributable thereto shall commence on the first day of the first month following the recording of the amendment submitting the Lots and/or Units to the terms and conditions of this Declaration in the Public Records of Pasco County, Florida. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the regular and special assessments levied against a specified Lot or Unit have been paid and further, the Association may delegate to and contract with a management company for collection of the regular and special assessments of the Association.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the regular and special assessments provided for herein shall be subordinate to the lien of any Institutional First

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Mortgage encumbering a Lot or Unit, intended to finance the purchase of a Lot or Unit or its refinance, or secure a loan where the primary security for the same is the single Lot or Unit involved. Should any Institutional First Mortgagee foreclose its mortgage against a Lot or Unit and obtain title to said Lot or Unit secured by such first mortgage by conveyance in lieu of foreclosure, said Mortgagee shall not be liable for any regular or special assessments made by the Association pertaining to such Lot or Unit or chargeable to the former Owner of such Lot or Unit which became due prior to acquisition of title by said Mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure. Such unpaid prior assessments shall be deemed collectable from all Lot or Unit Owners, including the acquiror of the first mortgage, its successors or assigns. Thereafter, any such Mortgagee or its successors or assigns shall pay its prorata share of the regular and special assessments as provided for herein. The sale or transfer of any Lot or Unit pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation for payment of regular and special assessments of the Owner who was the Owner of Record prior to said foreclosure or proceeding in lieu thereof.

SECTION 10. Effect of Nonpayment of Assessments; Remedies of the Association. Regular assessments shall be due and payable in advance upon the first day of each month of each year, or as otherwise designated by the Board of Directors of the Association, whether or not a bill for such has been sent to each Owner. Any regular or special assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the highest rate of interest allowed by law. The Association may, at its election, have and exercise any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

A. To charge interest on such assessment from the date it becomes due at the highest rate allowed by law, as well as a late charge of Ten Dollars (\$10.00) to defray additional collection costs.

B. To accelerate the entire amount of any regular or special assessment for the remainder of the assessment year, notwithstanding any provisions for the payment thereof in installments.

C. To advance on behalf of any Owner in default, the funds required to accomplish the needs of the Association, up to and including the full amount for which such Owner is liable to the Association. The amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees, shall thereupon be a special assessment collectable from the defaulting Owner by the Association and such advance by the Association shall not waive the default.

D. To file an action to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

E. To file an action to collect said assessments, plus interest at the highest rate allowed by law, plus court costs and reasonable attorneys' fees, without waiving any lien rights or rights of foreclosure of the Association.

F. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas for any reason whatsoever, or by abandonment of his Lot or Unit.

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SECTION 11. Budget. The Association shall assess its Members a sum sufficient to equal the annual budget adopted from year to year by the Association through its Board of Directors, and any maintenance or management company may from time to time be employed by the Association to prepare such annual budget. Save and except, that the initial regular assessment for each Member and budget for the Association shall be set forth by Developer as an estimate of the actual cost for the operation and maintenance of the Common Areas in accordance with the terms hereof for the first twelve (12) calendar months, commencing upon the date of the initial conveyance of the Common Areas to the Association subject to the following:

A. The sum to be set forth by the Developer for the first year as an estimate of the actual cost for the operation and maintenance of the Common Areas shall be subject to readjustment as set forth hereinafter.

B. In the event the regular or special assessments are insufficient to meet the obligations of the Association or are assessed in a greater amount than is needed to meet the Association's obligations, then the Board of Directors or its authorized representative shall readjust the total amount stated to be due from each Member of the Association. The Members shall receive written notice of said increase or decrease in the regular or special assessments not less than forty-five (45) days before the increase or decrease becomes effective.

C. In the event that at the end of each budget year, the Board of Directors or its authorized representative has expended less than the total amount received from the Members, the Board of Directors shall continue to hold such sums for the use and benefit of the Association and such excess will be taken into consideration in connection with the preparation of the budget for the next, ensuing year.

SECTION 12. Exempt Property. The Board of Directors of the Association shall have the right to exempt property subject to this Declaration from the regular and special assessments, charges and liens created herein if such property is used, and for so long as it is used, for any of the following purposes:

A. Any easement or other interest in such property dedicated to and accepted by a local public authority and devoted to public use.

B. All Common Areas, as defined herein, or other property owned by the Association.

C. All properties exempted from ad valorem taxation by the laws of the State of Florida.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V
DEVELOPMENT OF PROPERTY

SECTION 1. Developer's Rights. Until the Developer shall have completed the development and sale of all Lots and Units to be constructed within the property described in Exhibit "A" attached hereto, Developer, its transferees, employees, contractors and subcontractors shall have the following rights with regard to the Common Areas and all other property subject to the terms and conditions of this Declaration, as amended from time to time:

A. Use of the Common Areas. Use, occupy and demonstrate all portions of the Common Areas for the purpose of promoting and aiding the sale or rental of Lots or Units.

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B. Promotion. Display and erect signs, billboards and placards and to store, keep, exhibit and distribute printed audio and visual promotional materials in and about the Common Areas.

C. Structures. Construct and maintain on any part or parts of the property described in Exhibit "A" attached hereto owned or controlled by Developer, such structures as may be reasonably necessary for the completion of the construction, development and sale or rental of Lots or Units, the establishment of the residential community and the disposition of Lots or Units by sale, lease or otherwise.

SECTION 2. Actions by Association. During any period in which the Developer holds any Lots or Units for sale in the ordinary course of business, none of the following actions may be taken by the Association, either through its Board of Directors or the membership, without Developers' approval in writing.

A. Assessment of the Developer as a Lot or Unit Owner for capital improvements, or

B. Any action by the Association which would be detrimental to the sale of Lots or Units by the Developer; provided, however, an increase in regular assessments without discrimination against the Developer shall not be deemed detrimental to the sale of Lots or Units for the purposes of this Article.

SECTION 3. Transferees. As used in this Article, the words "Its transferees", specifically excludes purchasers of individual Lots or Units.

ARTICLE VI
CONDEMNATION

SECTION 1. Proceedings. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for the acquisition of the Common Areas or any part thereof. All Owners hereby irrevocably appoint the Association as their agent to represent them in such matters, provided, however, that this appointment shall not prevent any Owner from intervening in or appearing as an interested party in any condemnation proceedings.

SECTION 2. Awards or Proceeds. In the event of the taking or acquisition of all or a part of the Common Areas by a condemning authority, the condemnation awards or proceeds of settlement shall be payable to the Association, for the use and benefit of the Owners and their mortgagees, as their interests may appear, subject to direction by any Court having jurisdiction over the condemnation.

ARTICLE VII
RECONSTRUCTION OR REPAIR AFTER CASUALTY

SECTION 1. Insurance Proceeds. In the event loss or damage occurs to any portion of the Common Areas or the improvements thereon, payment under any and all insurance policies shall be made to the Board of Directors of the Association, as Escrow Agent, and the proceeds shall be expended or disbursed as follows:

A. In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Areas, and provided all institutional mortgagees holding mortgages encumbering the Common Areas, if any, agree in writing, the improvements shall be completely repaired and restored.

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B. In the event the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Areas, a meeting of the membership of the Association shall be held to determine whether a uniform special assessment shall be levied against each Residential Lot and Condominium Unit and the Owners thereof to obtain the necessary funds to repair and restore all of the improvements within the Common Areas.

(1) If a majority of the Owners vote in favor of a special assessment, the Association shall immediately levy and collect such assessment. The funds necessary to meet any deductible amount under an insurance policy against which a claim is made shall be included as a part of such special assessment.

(2) In the event a majority of the Owners are opposed to the special assessment, the insurance proceeds shall be used to repair and reconstruct as many and such of the improvements on the Common Areas as the Board of Directors of the Association, in its sole and absolute discretion, shall determine, provided, however, that in any event (1) all Lots and Units and the Owners thereof shall be subject to a uniform special assessment in the amount necessary to meet any deductible under an insurance policy against which a claim is made, and (2) the insurance proceeds shall be used first to reconstruct and repair any and all damage to roads constructed within the Common Areas.

C. If there is a balance remaining of the insurance proceeds after payment of the costs of reconstruction and repair of the improvements located within the Common Areas, such balance shall not be disbursed to the Members but shall be retained by the Association and credited against the next annual operating budget.

D. Nothing contained herein shall be interpreted or construed to prevent creation of and contributions to reserve accounts for repair and replacement of any or all improvements located within the Common Areas, nor to prohibit the use of the funds in such accounts for repair or replacement in the event insurance proceeds are insufficient to cover the cost thereof.

E. Under all circumstances, the Board of Directors of the Association shall have the sole authority to act as the agent of all Owners for the purpose of compromising or settling insurance claims for loss or damage to the improvements located within the Common Areas, subject only to the approval of any mortgagee of the premises damaged.

SECTION 2. Repair or Reconstruction.

A. Immediately after a determination is made to reconstruct or repair damage to improvements located within the Common Areas, the Board of Directors shall obtain detailed estimates of the reconstruction or repair from one or more reliable licensed contractors.

B. In the event the Association shall enter into a construction agreement with a contractor, who shall be required to post a performance bond, the Board of Directors of the Association, as Escrow Agent, shall disburse the insurance proceeds and other funds collected pursuant to this Article VII in accordance with the construction agreement.

C. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, subject to appropriate governmental

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approvals and permitting requirements, or if not, then according to plans and specifications approved by a majority of the Members of the Association, which approval by the Members shall not be unreasonably withheld.

ARTICLE VIII
ANNEXATION

SECTION 1. Notwithstanding anything to the contrary contained herein or in the Articles of Incorporation or the Bylaws of the Association relating to amendments hereto, the Developer hereby expressly reserves the right to submit to the provisions of this Declaration, as amended from time to time, or to convey to the Association as Common Areas, all or any part of the Development Lands described in Exhibit "A" attached hereto, at any time during a period of fifteen (15) years commencing on the date this Declaration is recorded in the Public Records of Pasco County, Florida, without consent or joinder by any Owner, the Association or the holder of any mortgage, lien or other encumbrance upon any Lot or Unit already subject to the terms hereof, or any other person or entity whatsoever.

SECTION 2. In the event the Development Lands, in whole or in part, are submitted to the terms and conditions of this Declaration, such submission shall be evidenced by an amendment to this Declaration recorded in the Public Records of Pasco County, Florida. In the event all or a part of the Development Lands are conveyed to the Association, such conveyance shall be evidenced by a Quit Claim Deed from the Developer.

SECTION 3. The Development Lands described in Exhibit "A" attached hereto shall become subject to the terms of this Declaration and the Articles of Incorporation and the Bylaws of the Association only upon the filing of the above-described amendment or Quit Claim Deed in the Public Records of Pasco County, Florida, and this Declaration shall not constitute a cloud or encumbrance upon the title to the Development Lands, until such amendments or deeds are recorded in the Public Records of Pasco County, Florida.

SECTION 4. Nothing contained in this Declaration shall be construed as obligating the Developer to submit any portion or all of the Development Lands to the provisions of this Declaration or to convey additional Common Areas to the Association.

ARTICLE IX
General Provisions

SECTION 1. Enforcement. The Association, Developer and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Developer, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation shall be entitled to all costs thereof, including, but not limited to, reasonable attorney's fees.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for an initial term of twenty-five (25) years from the date that the Declaration is recorded in the Public Records of Pasco County, Florida and shall be automatically renewed for successive twenty-five (25)

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year terms at the expiration of said initial term unless terminated by a document duly recorded in the Public Records of Pasco County, Florida and consented to by all Owners, including the Developer if it owns any Lot or Unit, and all Institutional First Mortgagees holding mortgages on Lots or Units subject to this Declaration. In the event that there are any Common Areas at the termination of this Declaration and/or the Association, then such Common Areas shall be owned by the Owners as tenants in common in undivided shares. Each Owner's undivided share shall be determined by dividing the number of Lots and/or Units owned by such Owner on the date of termination by the total number of Lots and Units subject to this Declaration, as amended from time to time, on such date.

SECTION 4. Caption, Headings and Titles. Article and Section captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter or any of the terms and provisions of this Declaration.

SECTION 5. Amendments.

A. Subject to the limitations set forth hereinafter, this Declaration may be amended by an instrument signed by seventy-five percent (75%) or more of all the Owners. Further, the Developer shall have the right, notwithstanding the above, until the first day of January, 1995, to amend this Declaration to clarify any ambiguities or conflicts herein, or to effect any other amendment, without the consent of the Association or any Owner or Mortgagee.

B. Notwithstanding the foregoing, or any provisions to the contrary herein or any provisions to the contrary in the Articles of Incorporation or By-laws of the Association, no amendment shall be made to this Declaration, or the Articles of Incorporation or By-laws which would adversely affect the lien rights of any Institutional First Mortgagee or change the voting rights of any Association Member without the written joinder and consent of such Mortgagee or Member.

C. Amendments for correction of scrivener's error or other nonmaterial changes may be made by Developer alone until the Turnover Date and by the Board thereafter and in any event, without the need for consent of any Owner or Mortgagee.

D. Notwithstanding anything to the contrary contained herein, no amendment to this Declaration or to the Articles of Incorporation or Bylaws shall affect the Developer's rights, liabilities, and/or obligations without the written joinder and consent of the Developer.

E. Any amendment to this Declaration must be recorded among the Public Records of Pasco County, Florida. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Developer and to all Institutional First Mortgagees requesting notice thereof.

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IN WITNESS WHEREOF, the Developer has caused these presents to be signed and its seal to be affixed hereto this 18th day of March, 1985.

Signed, Sealed and Delivered in the Presence of:

J.L. MASON OF FLORIDA, INC., a Florida corporation

Kenneth P. Peticola

By: Mark Dillon

Mark Dillon

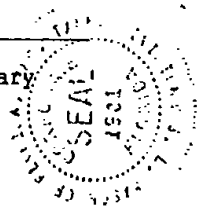
Mark Dillon
Its Vice President

Stephen A. Jones

Attest: Stephen A. Jones
Stephen A. Jones
Its Assistant Secretary

[Signature]

(Corporate Seal)



FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and all exhibits hereto.

IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC.

[Signature]

By: Edward J. Thomas

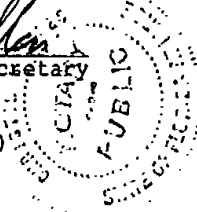
President

[Signature]

Attest: Mark Dillon

Secretary

(Corporate Seal)



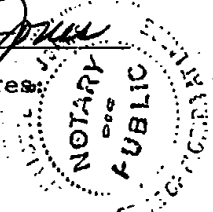
STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 18th day of March, 1985, before me personally appeared MARK S. DILLON and STEPHEN A. JONES, as Vice President and Assistant Secretary, respectively, of J.L. MASON OF FLORIDA, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing SUNNYBROOK HOMEOWNERS' DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and who acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at St. Petersburg,
~~Pinellas County, Pasco County,~~ State of Florida, the day
and year last aforesaid.

Christie D. Jones
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT. 20, 1985
BOULEVARD 1000, ST. PETERSBURG, FLORIDA 33706



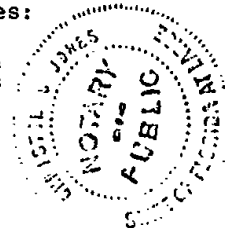
STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 15th day of March,
1985, before me personally appeared EDWARD A. THOMAS and
MARK S. DILLON, as President and Secretary, respec-
tively, of SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC., a Florida
non-profit membership corporation, to me known to be the persons
described in and who executed the foregoing SUNNYBROOK
HOMEOWNERS' DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS, and who acknowledged the execution thereof to be
their free act and deed as such officers for the uses and pur-
poses therein mentioned; and that they affixed thereto the offi-
cial seal of said corporation and the said instrument is the act
and deed of said corporation.

WITNESS my signature and official seal at St. Petersburg,
~~Pinellas County, Pasco County,~~ State of Florida, the day
and year last aforesaid.

Christie D. Jones
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT. 20, 1985
BOULEVARD 1000, ST. PETERSBURG, FLORIDA 33706



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JOINDER OF MORTGAGEE

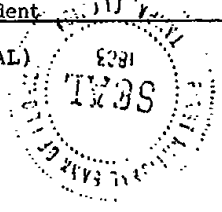
FIRST NATIONAL BANK OF FLORIDA, a national banking association, a Florida corporation (hereinafter called the "Mortgagee"), the owner and holder of a Mortgage encumbering, in part, the property described in Exhibit "A" to this Declaration of Covenants, Conditions and Restrictions, which Mortgage is dated the 3rd day of July, 1984, and was filed the 5th day of July, 1985, in O.R. Book 1347, Page 0120, Public Records of Pasco County, Florida, subordinates its mortgage to the SUNNYBROOK HOMEOWNERS' DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

Signed, sealed and delivered in the presence of:

FIRST NATIONAL BANK OF FLORIDA, a national banking association

Pamela Lee
Mary E. Gonzalez

By: Dale R. Dignum
Its Vice President
(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared Dale R. Dignum as Vice President of FIRST NATIONAL BANK OF FLORIDA, a national banking association, who acknowledged before me that he, as a duly authorized officer of said corporation, executed this Joinder of Mortgagee and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of March, 1985.

Mary E. Gonzalez
NOTARY PUBLIC, State of Florida
My Commission Expires: Aug 27, 1988
My Commission Expires Aug. 27, 1988
Sealed This Day For - [unclear]

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LEGAL DESCRIPTION OF LANDS WHICH MAY BE INCLUDED IN
SUNNYBROOK DEVELOPMENT

Tract 7, less the North 564.20 feet of the East 260.00 feet thereof and less the North 30.00 feet for Cecelia Drive as now established of Tampa and Tarpon Springs Land Company Subdivision of Section 16, Township 26 South, Range 16 East as shown on plat recorded in Plat Book 1, Pages 69 and 70, of the Public Records of Pasco County, Florida; the West 15.00 feet subject to the original Tampa and Tarpon Springs Land Company Subdivision road right-of-way. The North boundary line of said Tract 7 along being the North boundary line of the Northeast 1/4 of said Section 16.

AND

The East 1/2 of the NE 1/4 of the NW 1/4 of Section 16, Township 26 South, Range 16 East, Pasco County, Florida, LESS the North 30 feet thereof conveyed to the Board of County Commissioners of Pasco County, Florida, for public road right-of-way; and Tract 8 in Section 16, Township 26 South, Range 16 East, of Tampa and Tarpon Springs Land Company Subdivision, according to the plat thereof recorded in Plat Book 1, Pages 68, 69 and 70, Public Records of Pasco County, Florida, LESS the East 264 feet of the North 1/2 of Tract 8 and LESS the East 25 feet and the West 15 feet of Tract 8.

EXHIBIT "A" TO
SUNNYBROOK HOMEOWNERS'
DECLARATION

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O. R. 1402 PG 1615

COMMON AREAS

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 16, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT 7; THENCE RUN S.00°10'46"W., ALONG THE WEST BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16, 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CECELIA DRIVE AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY LINE, S.89°43'58"E., PARALLEL TO AND 30.00 FEET SOUTH OF THE NORTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16, A DISTANCE OF 20.57 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET (TANGENT BEARING S.24°31'18"W.); THENCE ALONG SAID CURVE, 12.50 FEET (THROUGH A CENTRAL ANGLE OF 23°52'04"); THENCE TANGENT TO SAID CURVE, RUN S.00°39'14"W., 61.09 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 19°05'28"), 33.32 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 100.00 FEET; THENCE ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 42°00'43"), 73.33 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 100.00 FEET; THENCE ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 19°59'32"), 202.01 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 147.50 FEET; THENCE ALONG SAID CURVE, 35.07 FEET (THROUGH A CENTRAL ANGLE OF 13°37'16"); THENCE TANGENT TO SAID CURVE, S.10°02'19"E., 195.86 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 282.50 FEET; THENCE ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 07°47'52"), 38.45 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 72°24'26"), 44.23 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING TO THE LEFT AND HAVING A RADIUS OF 307.50 FEET; THENCE ALONG SAID CURVE, 65.17 FEET (THROUGH A CENTRAL ANGLE OF 12°08'25"); THENCE TANGENT TO SAID CURVE, S.86°47'18"E., 110.93 FEET; THENCE N.00°10'46"E., 192.79 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE NORTH 566.20 FEET OF SAID TRACT 7; THENCE ALONG SAID BOUNDARY LINE, S.89°43'58"E., 198.67 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID TRACT 7; THENCE ALONG SAID EAST BOUNDARY LINE, S.00°10'46"W., 334.17 FEET; THENCE N.89°43'58"W., 104.45 FEET; THENCE N.44°49'14"W., 133.26 FEET; THENCE N.00°10'46"E., 22.27 FEET; THENCE N.86°47'18"W., 51.23 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE, 13.95 FEET (THROUGH A CENTRAL ANGLE OF 31°58'40"); THENCE TANGENT TO SAID CURVE, S.61°14'02"W., 162.13 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET; THENCE ALONG SAID CURVE, 13.39 FEET (THROUGH A CENTRAL ANGLE OF 19°10'27"); THENCE LEAVING SAID CURVE, N.47°56'25"W., 42.30 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (TANGENT BEARING N.42°03'35"E.), SAID CURVE HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 26°27'02"), 13.85 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING TO THE LEFT AND HAVING A RADIUS OF 467.50 FEET; THENCE ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 11°04'20"), 90.34 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE HAVING A RADIUS OF 257.50 FEET; THENCE ALONG SAID CURVE, 65.51 FEET (THROUGH A CENTRAL ANGLE OF 14°34'32"); THENCE TANGENT TO SAID CURVE N.10°02'19"W., 195.86 FEET TO THE BEGINNING OF CURVE TO THE RIGHT, HAVING A RADIUS OF 172.50 FEET; THENCE ALONG SAID CURVE 41.01 FEET (THROUGH A CENTRAL ANGLE OF 13°37'16"); THENCE TANGENT TO SAID CURVE, N.03°34'57"E., 197.68 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET; THENCE ALONG SAID CURVE, 121.64 FEET (THROUGH A CENTRAL ANGLE OF 92°55'43"); THENCE TANGENT TO SAID CURVE, N.89°20'46"W., 125.25 FEET; THENCE N.00°39'14"E., 25.00 FEET; THENCE S.89°20'46"E., 145.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE, 39.27 FEET (THROUGH A CENTRAL ANGLE OF 90°00'00"); THENCE TANGENT TO SAID CURVE, N.00°39'14"E., 73.50 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 23°34'41"), 12.35 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CECELIA DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE, S.89°20'46"E., PARALLEL TO AND 30.00 FEET SOUTH OF THE NORTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16, A DISTANCE OF 44.51 FEET TO THE POINT OF BEGINNING.

ALSO:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN S.00°10'46"W. ALONG THE WEST BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16, 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CECELIA DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE, S.89°43'58"E., PARALLEL TO AND 30.00 FEET SOUTH OF THE NORTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16, 180.12 FEET; THENCE S.00°10'46"W., 534.20 FEET; THENCE S.89°43'58"E., 61.33 FEET; THENCE S.00°10'46"W., 217.83 FEET; THENCE N.86°47'18"W., 51.23 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE, 13.95 FEET (THROUGH A CENTRAL ANGLE OF 31°58'40"); THENCE TANGENT TO SAID CURVE S.61°14'02"W., 59.66 FEET; THENCE N.28°45'58"W., 25.00 FEET TO THE POINT OF BEGINNING; THENCE S.61°14'02"W., 83.90 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 8.00 FEET; THENCE ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 132°38'27"), 18.52 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 492.50 FEET; THENCE ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 06°17'13"), 54.04 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 8.00 FEET; THENCE ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 99°57'14"), 13.96 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 332.50 FEET; THENCE ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 10°54'48"), 63.33 FEET TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 8.00 FEET; THENCE ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 144°36'20"), 20.19 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" TO
SUNNYBROOK HOMEOWNERS'
DECLARATION

O.R. 1424 PG 0956

~~O.R. 1402 PG 1616~~

State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

SUNNYBROOK HOMEOWNER'S ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on March 11, 1985.*

The charter number for this corporation is N08085.

**Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
11th day of March, 1985**



**George Firestone
Secretary of State**

WP-104 CEP-101

**O.R. 1424 PG 0957
O.R. 1402 PG 1611**

ARTICLES OF INCORPORATION

OF

SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC.

A NOT-FOR-PROFIT FLORIDA CORPORATION

FILED
MAR 11 1 35 PM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617 the Florida Statutes (1983), the undersigned, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

Name of Corporation

The name of this corporation is: SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II

Principal Office and Registered Agent

The principal office of the Association is located at 1480 Beltrees Street, Dunedin, Florida 33528, c/o Mark S. Dillon.

The registered agent is RESIDENT AGENT CORPORATION OF PINELLAS COUNTY, 980 Tyrone Boulevard, St. Petersburg, Florida 33710.

ARTICLE III

Purpose

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Areas (as defined in the SUNNYBROOK HOMEOWNERS' DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, referred to hereinafter as the "Declaration") and to provide, according to the provisions of the Declaration, and within that certain property as shown and described in that certain condominium plat to be recorded among the public records of Pasco County, Florida, to-wit:

SUNNYBROOK I, a Condominium, according to the condominium plat thereof to be recorded among the Public Records of Pasco County, Florida.

for the promotion of the recreation, health, safety, welfare and common interests of the residents within the above-described property and any additions thereto as may hereafter be subject to the terms and conditions of the Declaration, and in furtherance of these purposes, to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as though set forth in its entirety herein;

B. To make, establish and enforce rules and regulations governing the use of the Common Areas;

C. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of said Declaration; to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against any property of the Association, and, to use and expend the proceeds of regular and special assessments in the exercise of its powers and duties hereunder;

O.R. 1424 PG 0958

O.R. 1402 PG 1618

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EXHIBIT "C" TO
SUNNYBROOK HOMEOWNERS'
CORPORATION

EXHIBIT "F" TO
DECLARATION OF
CONDOMINIUM

D. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

E. Borrow money, and with the assent of seventy-five percent (75%) of each class of Members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

F. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

G. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes provided, however, that any such merger or consolidation shall have the assent of seventy-five percent (75%) of each class of Members. Additional land within the real property more particularly described in Exhibit "A" to the Declaration may be submitted, in whole or in part, to the provisions of the Declaration by the Developer and/or additional Common Areas within the land described in said Exhibit "A" may be conveyed to the Association by the Developer, at any time within fifteen (15) years of the date of recording of the Declaration in the Public Records of Pasco County, all without joinder or consent of the Association, the Members or any holder of a mortgage or lien affecting any portion of the property described in said Exhibit "A" already subject to the terms of the Declaration, or any other person or entity whatsoever;

H. Enforce by legal means the obligations of the Members of the Association and the provisions of the Declaration;

I. Have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Corporations Not for Profit, laws of the State of Florida, by law may now or hereafter have or exercise;

J. The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by regular and special assessments against Members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any Member.

ARTICLE IV Members

Every person or entity who is a record Owner of a fee or undivided fee interest in any Condominium Unit or Residential Lot which is subject to the terms and conditions of the Declaration, as amended from time to time, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit or Lot.

Transfers of membership in the Association shall be made on the books of the corporation and shall be established by recording among the Public Records of Pasco County, Florida, a deed or other instrument establishing or transferring fee simple title to a Lot or Unit subject to the terms and conditions of the Declaration, as amended from time to time. Thereupon, the transferor's membership in the Association shall automatically terminate.

O.R. 1424 PG 0959

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ARTICLE V
Duration

The period of duration of this Association shall be perpetual.

ARTICLE VI
Subscribers

The name and address of each subscriber is:

STEPHEN A. JONES	1480 Beltnes Street Dunedin, Florida 33528
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ARTICLE VII
Directors

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons who shall be Members of the Association except as provided below. The first Board of Directors shall have three (3) members, and in the future that number will be determined from time to time in accordance with the provisions of the By-laws.

The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

EDWARD J. THOMAS	1480 Beltnes Street Dunedin, Florida 33528
MARK S. DILLON	1480 Beltnes Street Dunedin, Florida 33528
STEPHEN A. JONES	1480 Beltnes Street Dunedin, Florida 33528

The first members of the Board, who shall be appointed by the Developer and need not be Members of the Association, shall be the Board of Directors of the Association until the Turnover Date more particularly described in Article XII. Thereafter, the Association Members shall elect Board members in accordance with the provisions of the Bylaws.

Developer shall have the right to appoint, designate, elect and remove and replace all of the members of the first Board of Directors, provided, however, Developer shall relinquish its right to appoint Directors and shall cause the members of the first Board of Directors to resign on the Turnover Date.

ARTICLE VIII
Officers

The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution determine. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the Members. The names of the officers who are to serve until the first election or appointments are:

President:	EDWARD J. THOMAS
Vice President/Treasurer:	MARK S. DILLON
Vice President/Secretary:	STEPHEN A. JONES

O.R. 1424 PG 0960

O.R. 1402 PG 1620

ARTICLE IX
Liability

No officer, Director or Member of the Association shall be or become personally liable for any debt or other obligation of this corporation except as provided in the Declaration, these Articles of Incorporation, and the Bylaws of the Association.

ARTICLE X
Indemnification

Every Director and officer of the Association, and every Member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a Director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE XI
By-laws

The By-laws of the Association may be made, altered or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of seventy-five percent (75%) of each class of Members existing at the time of such meeting, except that the initial By-laws of the Association shall be made and adopted by the Board of Directors.

Article XII
Voting Rights

The Association shall have two (2) classes of voting membership. When more than one person holds an interest in any Unit or Lot, all such person shall be Members, and shall enjoy full membership rights, privileges and obligations. The vote for such Unit or Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one Unit or Lot, and the vote may not be divided among the Owners of any Lot or Unit.

CLASS A: Class A Members shall be all Owners of Lots or Units, who shall be entitled to one (1) vote for each Condominium Unit or Residential Lot owned.

CLASS B: Class B Members shall be the Developer (as defined in the Declaration), and shall be entitled to four (4) votes for each Unit or Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first (the "Turnover Date"):

1. When the total votes outstanding in the Class A membership equal seventy-five percent (75%) of the total votes outstanding in Class A and Class B membership combined; or
2. On January 1, 1995; or

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3. At any time the Developer shall elect, in its sole discretion, to convert the Class B memberships held by it to Class A memberships.

Notwithstanding the provisions contained hereinabove with regard to the conversion of Class B membership to Class A membership:

A. Until such time as the total votes outstanding in Class A membership equal seventy-five percent (75%) of the total votes outstanding in both classes combined, the Class B membership shall have the right of veto on all questions coming before the membership for a vote thereon; and

B. Upon the Turnover Date, the Developer shall become a Class A Member with regard to each Lot or Unit owned by the Developer, and shall be entitled to one (1) vote for each such Lot or Unit on all questions coming before the membership for a vote thereon.

Article XIII Termination

The Association may be dissolved with the assent given in writing and signed by the holders of not less than seventy-five percent (75%) of the total number of votes outstanding in each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, or distributed to the Members as appurtenances (if real property or any interest therein) to the Members' Lots or Units, subject to any and all applicable liens and encumbrances and restrictions of record. This Article XIII is subject to provisions of Section 617.05., Florida Statutes.

Article XIV Amendment

Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by any of the following methods:

A. The following process:

(1) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

(2) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members ("Required Notice").

(3) At such meeting a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of seventy-five (75%) of the total votes outstanding in each class of Members. Any number of amendments may be submitted to the Members and voted upon by them at one meeting; or

B. The Members may amend these Articles by an affirmative vote of seventy-five percent (75%) of the total votes outstanding in each class of Members, at a meeting for which the

O.R. 1424 PG 0962

required notice of the meeting and the proposed amendment has been given without action by the Board; or

C. An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.

No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

A copy of each amendment shall be certified by the Secretary of State of the State of Florida.

Notwithstanding the foregoing provisions of this Article XIV, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including but not limited to the right to designate and select the Directors as provided in Article VII hereof, without the prior written consent thereof by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of any Institutional Mortgagee.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, we the undersigned, constituting the incorporator and the registered agent of this Association, have executed these Articles of Incorporation this 21 day of FEBRUARY, 1985.

Stephen A. Jones
STEPHEN A. JONES, Subscriber

RESIDENT AGENT CORPORATION OF
PINELLAS COUNTY
By: Richard [Signature]
Its Vice President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

FILED
1 35 PM '85
STATE OF FLORIDA
PINELLAS COUNTY

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above take acknowledgements, personally appeared STEPHEN A. JONES, to me known to be the person described as Subscriber in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and Official Seal, at the County and State aforesaid, this 21 day of February, 1985.

Theresa C. [Signature]
Notary Public
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Richard [Signature]

O.R. 1424 PG 0963

as Vice President of RESIDENT AGENT CORPORATION OF PINELLAS COUNTY, to me known to be the person described in and who executed the foregoing Articles of Incorporation, and she acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and Official Seal, at the County and State aforesaid, this 20th day of February, 1985.

Christie A. Jones
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 02/28/1986
FOUNDED 1845

FILED
Mar 11 1 35 PM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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BY-LAWS

OF

SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC.

A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I

The name of the corporation is SUNNYBROOK HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association"). The principal office of the corporation shall initially be located at 1480 Beltrees Street, Dunedin, Florida 33528, c/o Mark S. Dillon, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors from time to time.

ARTICLE II
Definitions

All terms herein shall have the same meaning as set forth in the SUNNYBROOK HOMEOWNERS' DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, as amended from time to time, recorded in the Public Records of Pasco County, Florida, unless the context requires otherwise.

ARTICLE III
Meetings of Members

SECTION 1. Annual Meetings. The first annual meeting of the Members shall be held on the first anniversary of the date of incorporation of the Association, and each subsequent annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors; upon written request of a majority of the Members of the Class A membership; or upon written request of a majority of the Class A Members and Class B Members combined.

SECTION 3. Notice of Meeting. Written notice of each meeting of Members shall be given, by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Members' addresses last appearing on the books of the Association, or supplied by such Members to the Association for the purposes of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting of the Members entitled to cast votes, or of proxies entitled to cast votes, equal to fifty-one percent (51%) of the total number of votes outstanding in Class A and Class B membership combined, notwithstanding the provisions of Article III hereof, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation of the Association, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at the meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

O.R. 1424 PG 0965

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EXHIBIT "D" TO
SUNNYBROOK HOMEOWNERS'
DECLARATION

EXHIBIT "G" TO
DECLARATION OF
CONDOMINIUM

O.R. 1402 PG 1625

SECTION 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, signed by the person or persons entitled to vote, and filed with the Secretary before the appointed time of the meeting in order to be effective. Every proxy shall be revocable prior to the time a vote is cast according to such proxy and shall automatically cease upon conveyance by the Member of his Lot or Unit.

SECTION 6. Designation of Voting Member. If a Lot or Unit is owned by more than one (1) Owner, the Member entitled to cast the vote for the Lot or Unit shall be designated by a certificate, signed by all of the record Owners of the Lot or Unit and filed with the Secretary of the Association. If the Lot or Unit is owned by a corporation, partnership or other entity, the officer, partner, agent or employee entitled to cast the vote for the Lot or Unit shall be designated by a certificate signed by the duly authorized officer, general partner or other person and filed with the Secretary of the Association. The person designated in such certificate as being entitled to cast the vote for the Lot or Unit shall be known as the "voting Member". Such certificate shall be valid until revoked or until superceded by a subsequent certificate, or until there is a change in the ownership of the Lot or Unit concerned. If such a certificate is not on file with the Secretary of the Association for a Lot or Unit owned by more than one person or by a corporation, partnership or other entity, the vote of the Lot or Unit concerned shall not be considered in determining a quorum, nor for any purpose during any meeting of the Members, except if said Lot or Unit is owned solely by a husband and wife. If a Lot or Unit is owned jointly by a husband and wife alone, the following three (3) provisions shall be applicable thereto:

A. they may, but they shall not be required to, designate a voting Member;

B. if they do not designate a voting Member and if both are present at a meeting but are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. As set forth in Article XII of the Articles of Incorporation of the Association, the vote of a Lot or Unit is not divisible;

C. when they do not designate a voting Member, and only one is present at a meeting, the person present may cast the vote for the Lot or Unit, just as though he or she owned the Lot or Unit individually, without establishing the concurrence of the absent person.

SECTION 7. Vote Required. At every meeting of the Members, the Owner or Owners of each Lot or Unit, either in person or by proxy, shall have the right to cast one (1) vote for each Lot and/or Unit owned, as set forth in the Declaration. Subject to the provisions of Article XII of the Articles of Incorporation, the vote of the majority of each class of Members, present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Declaration, the Articles of Incorporation of the Association, or these By-laws, a different vote is required, in which case such express provision(s) shall govern and control.

Except as otherwise specifically set forth in the By-laws, Articles of Incorporation and Declaration, Class A and Class B members shall vote together as one entity on all matters requiring a vote.

The voting on any matter at a meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such meeting and entitled to be cast on such

matter if such request is made prior to the vote in question. The presiding officer of the meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon that matter.

SECTION 8. Order of Business. The order of business at all annual or special meetings of the Members shall be as follows:

- A. Roll Call
- B. Proof of notice of meeting or waiver of notice
- C. Reading of minutes of previous meeting
- D. Reports of officers
- E. Reports of committees
- F. Unfinished business
- G. Election of directors (if election to be held)
- H. New business
- I. Adjournment

SECTION 9. Minutes. Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by the Members and Directors and their authorized representatives at all reasonable times.

ARTICLE IV

Board of Directors: Selection - Term of Office

SECTION 1. Number and Term: The number of directors which shall constitute the whole Board of Directors, also known as the Board of Administration, shall be not less than three (3), nor more than seven (7). Until succeeded by directors elected by the Members as hereinafter provided, directors need not be Members; thereafter all directors shall be Members. Within the limits above specified, the number of directors shall be determined by the Members at the annual meeting. The directors to be elected by the Members shall be elected as hereinafter provided except for the first Board of Directors elected by the Members, and each such director shall be elected to serve for the term of three (3) years, or until his successor shall be elected and shall qualify.

SECTION 2. Representation: Within the limits above specified the number of directors shall be determined as follows:

A. Until the Turnover Date there shall be three (3) directors appointed by the Developer who shall hold office until control of the Association is turned over to Members other than the Developer. Upon the Developer turning control of the Association over to the Members, the first Board of Directors elected by the Members shall consist of not less than three (3) directors, one-third (1/3rd) of whom shall be elected for a term of three (3) years, one-third (1/3rd) of whom shall be elected for a term of two (2) years and one-third (1/3rd) of whom shall be elected for a term of one (1) year. At the next following annual meeting at which directors are to be elected, the director(s) elected for a one (1) year term shall resign and be replaced by a director or directors elected to serve a three (3) year term. Similarly, when the term of the director(s) elected for two (2) years expires, he (they) shall resign and successor(s) shall be elected for a term of three (3) years by the Members at the annual meeting. Thereafter, any and all

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directors elected at an annual meeting shall serve for a term of three (3) years until their successors shall be elected and shall qualify.

SECTION 3. Vacancy and Replacement:

A. If, after transfer of control of the Association to Members other than the Developer, the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term in respect to which such vacancy occurred; provided, however in the event the office of any director appointed by the Developer becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Developer shall appoint a successor who shall hold office for the unexpired term in respect to which such vacancy occurred.

SECTION 4. Removal. Any Director may be removed from the Board with or without cause, by a majority of each class of members. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors, though less than a quorum, and he shall serve for the unexpired term of his predecessor. Notwithstanding the foregoing, in the event the office of any Director appointed by the Developer becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Developer shall appoint a successor who shall hold office for the unexpired term in respect to which such vacancy occurred.

SECTION 5. Compensation. No Director shall receive compensation for any service he may render to the Association as a Director or officer. However, any Director may be reimbursed for his actual expenses incurred in performance of his duties.

SECTION 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
Nomination and Election of Directors

SECTION 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

SECTION 2. Election. Notwithstanding anything to the contrary contained herein, election to the Board of Directors shall be by secret written ballot. At such election the Members, or their proxies, may cast, in respect to each such vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving a majority of the votes cast for that office shall be elected. Cumulative voting is not permitted.

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ARTICLE VI
Meetings of Directors

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

SECTION 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

SECTION 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

SECTION 4. Action Without A Meeting. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

ARTICLE VII
Powers and Duties of the Board of Directors

SECTION 1. Powers. The Board of Directors shall have the power to:

A. Adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the voting rights and right to use the Common Areas by a Member during any period in which such Member shall be in default in the payment of any assessment, regular or special, levied by the Association. Such right to use the Common Areas may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

C. Exercise all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent.

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from three (3) consecutive regular meetings of the Board of Directors;

E. Employ a manager, management company, an independent contractor and/or such other employees as the Board deems necessary and to prescribe the duties to be undertaken and the compensation therefor, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services;

F. Accept such other functions or duties with respect to the Common Areas, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and

G. Delegate to and contract with a financial institution for collection of the regular and annual assessments of the Association.

SECTION 2. Duties. It shall be the duty of the Board of Directors:

A. To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting, or at any special meeting when such statement is requested in writing by fifty-one percent (51%) of all Members, notwithstanding the provisions of Article III hereof;

B. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

C. To fix the amount of the regular assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period and to send written notice thereof to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and in relation thereto, to establish the annual budget as provided in the Declaration;

D. To fix and determine the amount of special assessments for capital improvements as set forth in the Declaration, to send written notice of each special assessment to every Owner subject thereto at least thirty (30) days in advance of the due date thereof, and to collect or cause to be collected such sum or sums as are deemed to be due by virtue of said special assessment;

E. To foreclose the lien against any Lot or Unit for which regular or special assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same, or take any other action or remedy available to the Association, at the election of the Board of Directors;

F. To issue or cause to be issued by an appropriate officer, upon demand by any person, a certificate setting forth whether or not any assessment, regular or special, has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

G. To procure and maintain adequate liability insurance on property owned by the Association, and such other insurance which in the opinion of a majority of the Directors may be necessary or desirable for the Association in addition to the insurance required to be carried by the Association as set forth in the Declaration, as the same may be amended from time to time. The policies and limits are to be reviewed at least annually and

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increased and decreased at the discretion of the majority of the members of the Board of Directors, subject to the provisions set forth in the Declaration;

H. To cause the Common Areas and improvements thereon to be maintained.

SECTION 3. Committees. The Board shall appoint such standing committees as are required under the Declaration, the Articles of Incorporation or these By-laws, as well as such other committees as it shall deem necessary or desirable from time to time, which committees shall exist for such period of time, have such authority, and perform such duties as the Board may, from time to time, determine in its sole discretion.

ARTICLE VIII
Officers and Their Duties

SECTION 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors; a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors which shall immediately follow the adjournment of each annual meeting of the Members.

SECTION 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed or otherwise disqualified to serve.

SECTION 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by a majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7. Multiple Offices. The offices of President and Secretary may not be held by the same person.

SECTION 8. Duties. The duties of the officers are as follows:

A. President: The President shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, and shall have all of the powers and duties which are usually vested in the office of the President of a corporation.

B. Vice President: The Vice President shall act in the place and stead of the President in the event of his

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absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

C. Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing names of the Members of the Association together with their addresses; and shall perform such other duties as may be required by the Board of Directors.

D. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association along with the President; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of such statement to the Members.

E. Compensation: The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the Association from contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of the Common Areas.

ARTICLE IX
Accounting Records; Fiscal Management

SECTION 1. The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member or Institutional Mortgagee must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the Members. Such records shall include, but not be limited to, (i) a record of all receipts and expenditures; and (ii) an account for each Lot or Unit which shall designate the name and address of the Owner thereof, the amount of regular and special assessments charged to the Lot or Unit, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

SECTION 2. No Board shall be required to anticipate revenue from regular and special assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from regular assessments, then such deficits shall be the subject of a special assessment.

SECTION 3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by the President and the Treasurer or by such persons as are authorized by the Board.

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SECTION 4. The holder, insurer or guarantor of a first mortgage upon any Lot or Unit subject to the terms and conditions of the Declaration, as amended from time to time, shall be entitled, upon written request therefor, to receive audited financial statements of the Association for the prior fiscal year without charge.

ARTICLE X
Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or Institutional Mortgagee or their authorized representatives. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member or Institutional Mortgagee at the principal office of the Association, or such other address as the Board of Directors may from time to time designate, and copies may be obtained at such address at a reasonable cost to the Member or Institutional Mortgagee requesting same.

ARTICLE XI
Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association regular and special assessments which are secured by a continuing lien upon the Lot or Unit against which the assessment is made and are a personal obligation of the Member.

ARTICLE XII
Corporate Seal

SECTION 1. Requirements to Amend. These Bylaws may be amended at a regular or special meeting of the Members by a vote of seventy-five percent (75%) of the total number of votes outstanding in each class of Members on the date of such meeting.

SECTION 2. Control of Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII
Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of any of the Common Areas; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Declaration, the Articles of Incorporation or these Bylaws. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Common Areas, same shall also be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

ARTICLE XIV
Miscellaneous

SECTION 1. Fiscal Year. The first fiscal year and annual assessment period of the Association shall begin on the date of incorporation of the Association.

SECTION 2. Indemnification. Every Director and officer of the Association, and every Member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a Director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

SECTION 3. Insurance. The Board of Directors may, but is not required to, elect to carry a policy of officers' and directors' liability insurance, insuring the officers and directors against any claims made against them whatsoever, except claims of willful negligence and misfeasance of office.

ARTICLE XV
CONSTRUCTION

SECTION 1. Gender. Whenever the masculine singular form of pronoun is used herein, it shall mean the masculine, feminine or neuter, a singular or plural, whenever the context so requires.

SECTION 2. Enforceability. Should any of the covenants herein be void or become unenforceable at law or in equity, the remaining provisions of these Bylaws shall, nevertheless, be and remain in full force and effect.

ARTICLE XVI
Registers

Section 1. Register of Members: The Secretary of the corporation shall maintain a register in the corporate office showing the names and the addresses of members.

Section 2. Register of Mortgagees: The corporation shall maintain a suitable register of the recording of pledged or mortgaged residential lots or condominium units. Any pledgee or mortgagee or holder, insurer or guarantor of a mortgage on a residential lot or condominium unit may, but is not obligated to, notify the corporation in writing of the pledge or mortgage. Upon written request to the Secretary of the Association, such registered pledgee, mortgagee or holder, insurer or guarantor of a mortgage on lot or a unit shall be entitled to a financial statement for the immediately preceding fiscal year and timely written notice of the following:

- (a) Any condemnation or casualty loss that affects either a material portion of the common areas.
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of the mortgaged lot or unit.

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(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which requires the consent of a specified percentage of mortgage holders.

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