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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
REEVES HOUSE, A CONDOMINIUM

Prepared by and Return to:

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EXHIBITS

- "A" Amended and Restated Articles of Incorporation
- "B" Amended and Restated Bylaws

SEE ORIGINAL DECLARATION OF CONDOMINIUM recorded February 13, 1985,
at Official Records Book 3607, Page 1046, et. seq., Public Records
of Orange County, Florida, for Plot Plan and Survey.

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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

OR Bk 4624 Pg 3628
Orange Co FL 4607133

FOR

REEVES HOUSE, A CONDOMINIUM

This is the Amended and Restated Declaration of Condominium for Reeves House, a Condominium. This document is a substantial rewording of, and amends and restates the Declaration of Condominium, adopted pursuant to Chapter 718 of the Florida Statutes (hereinafter called the "Condominium Act"), recorded on February 13, 1985, at Official Records Book 3607, Page 1046 et. seq., Public Records of Orange County, Florida (hereinafter referred to as the "Original Declaration" and any and all subsequent amendments of such Original Declaration). [SEE THE ORIGINAL DECLARATION FOR THE PRESENT TEXT.]

1. NAME: The name by which the Condominium is to be known and identified is REEVES HOUSE, A CONDOMINIUM.

2. LAND: The real property included in REEVES HOUSE, A CONDOMINIUM, is located in Orlando, at the corner of Robinson and Broadway Streets in Orange County, Florida, and is more particularly described as follows:

Begin at a point 110 feet West of the Southeast corner of Lot 4, HILLMAN'S ADDITION TO ORLANDO, FLORIDA, according to the Plat thereof as recorded in Plat Book D, Page 56, Public Records of Orange County, Florida. Run thence North 209.50 feet to the North line of the South 1/2 of Lot 11 of said Addition, thence run West 30-1/2 feet to the West line of said Lot 11, thence run South 68.50 feet to the North line of Lot 2 of said Addition, thence West 44-1/2 feet, thence South 141 feet to the South line of Lot 2 of said Addition, thence East 75 feet to the Point of Beginning. Begin also described as follows: The East 47-2/3 feet of Lot 2, and the West 27-1/3 feet of Lot 3, and the West 30.50 feet of the South 68.50 feet of Lot 11, all in HILLMAN'S ADDITION TO ORLANDO, according to the Plat thereof as recorded in Plat Book D, Page 56, Public Records of Orange County, Florida.

AND ALSO: All of Lot 1, the West 21 feet of Lot 2, and all of Lots 9 and 10, less the North 80 feet of the Easterly 65.25 feet of said Lot 10, HILLMAN'S ADDITION TO ORLANDO, according to the Plat thereof as recorded in Plat Book D, Page 56, Public Records of Orange County, Florida.

3. DEFINITIONS: The terms used in this Amended and Restated Declaration of Condominium and in its exhibits, including the Amended and Restated Articles of Incorporation and Bylaws of REEVES HOUSE OWNERS ASSOCIATION, INC., shall be defined in accordance with the provisions of the Florida Condominium Act, and as follows, unless the context otherwise requires:

3.1 Condominium Unit: Means as defined by the Condominium Act and the land thereunder.

3.2 Condominium Unit Owner: Means unit owner as defined by the Condominium Act.

3.3 Association: Means REEVES HOUSE OWNERS ASSOCIATION, INC., and its successors.

3.4 Members: Means the owner of a condominium unit.

3.5 Common Elements: Shall include:

a. All of those stated in the OR Bk 4624 Pg 3629
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b. Tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association.

c. Portions of the condominium property which are not included as a condominium unit.

3.6 Common Expenses: Include; a) all expenses and assessments which are properly incurred by the Association for the Condominium; b) expenses of administration and management of the condominium property; c) expenses of maintenance, insurance, operation, repair, replacement or betterment of the common elements, and of the portions of the units to be maintained by the Association; d) expenses of the administration and management of the Association as hereinafter set forth and as set forth in the Articles of Incorporation and Bylaws of the Association; e) expenses declared common expenses by the provisions of this Amended and Restated Declaration or by the Bylaws of the Association, or any subsequent amendment thereto; f) any valid charge against the condominium property as a whole.

3.7 Utility Service: Utility service shall be limited to electrical power, water, air conditioning, garbage and sewage disposal for the common elements. Each unit will be separately metered and each unit owner shall pay all of his own utility expenses, including electrical power, water, air conditioning, garbage and sewage disposal and cable television.

4. IDENTIFICATION OF UNITS:

4.1 The Condominium Property consists of the land described in Paragraph 2 hereof and all easements and rights appurtenant thereto, together with the building and other improvements constructed thereon which include the units, common elements and limited common elements. The principal improvements on the real property submitted herewith to condominium ownership consist of one 8-story concrete frame and masonry apartment building containing a total of forty (40) condominium apartment units, a lobby, a manager's apartment, a manager's office, storage rooms, a recreation room, a billiards room, an exercise room with sauna, 59 garage parking spaces, a plaza with swimming pool and whirlpool and 29 exterior parking spaces.

4.2 The unit number, location and floor plan of each unit and the parking area and storage area assigned to each unit as appurtenant limited common elements are shown on the Plot Plan attached as Exhibit "A" to the Original Declaration. Each unit shall have as an appurtenant limited common element one storage closet on the third floor of the recreational wing of the building. The storage

closet assigned to each unit is indicated by placement of the unit number within the boundaries of the storage closet on the Plot Plan attached as Exhibit "A" to the Original Declaration. Each unit shall have, as an appurtenant limited common element a minimum of one garage parking space. The original location and assignment of each unit's parking space are shown on the Plot Plan attached as Exhibit "A" to the Original Declaration, which has been changed by subsequent placement of the unit number within the boundaries of the actual parking space. Additional parking spaces, within the parking garage and/or in the exterior parking spaces may be assigned by Board of Directors as limited common elements appurtenant to any unit or units except that the Board of Directors may not assign a total number of spaces to units which will result in fewer than 10 spaces remaining unassigned and available as common elements for guest parking.

4.3 The balconies, terraces and porches abutting each condominium unit are limited common elements appurtenant to those units to which they abut, serve or are assigned, and the use of any limited common element is restricted to the unit to which it is appurtenant.

Any room or spaces which are not within the boundaries of a condominium unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in the Condominium Act, in the Original Declaration of Condominium and in this Amended and Restated Declaration of Condominium.

4.4 Each unit shall include that part of the building that lies within the boundaries of the unit, which boundaries are as follows:

a. Upper Boundary. The upper boundaries shall be the plan (or extension thereof in order to meet the parametrical boundary) of the unfinished, unpainted interior surface of the ceiling at its various locations within the parametrical boundaries.

b. Lower Boundary. The lower boundary shall be the horizontal plane (or extension thereof in order to meet the parametrical boundary) of the unfinished, unpainted interior surface of the ceiling at its various locations within the parametrical boundaries.

c. Parametrical Boundaries. The parametrical boundaries of the unit shall be the vertical planes of the unfinished, interior surfaces of the walls abounding the unit extended to their planar intersections with each other and with the upper and lower boundaries. No part of the nonstructural interior partition walls shall be considered a boundary of the unit.

d. Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, skylights, louvers or vents, such

boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framings and casings therefor, however, shall be included in the boundaries of a unit.

e. Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the units set forth as Exhibit "A" to the Original Declaration shall control in determining the boundaries of the unit.

4.5 All conduits and wires up to the individual unit fuse box and all of the utility lines and pipes to their outlets, regardless of location, constitute part of the common elements. Unless otherwise specifically set forth herein, the boundary lines of each condominium terrace, balcony or porch are the interior, vertical surfaces thereof and the exterior, unpainted, unfinished surface of the perimeter balustrade or railing abutting the porch, terrace or balcony, or if said porch, terrace, or balcony is enclosed, the exterior, unfinished surface of the perimeter wall and the interior, finished surface or surfaces of the floor or ceiling of said porch. In cases where a unit or limited common element appurtenant to a unit is served by a stairwell or walkway, that stairwell or walkway shall be deemed a limited common element appurtenant to that unit or to those units served thereby and those units which can reasonably be expected to be served thereby.

4.6 Notwithstanding the above definitions of a unit or the locations of the boundaries of a unit as shown on Exhibit "A" to the Original Declaration, the actual location of the floors, unfinished walls and ceilings as the same may exist from time to time shall govern the actual boundaries of the unit.

4.7 Each condominium parcel includes a condominium unit, together with the undivided share in and to the common elements which are appurtenant to the unit and the interest of each unit in any limited common element appurtenant to that unit, such as balconies, terraces, porches, stairways, parking spaces, or storage closets.

5. THE CONDOMINIUM: Is described as follows:

5.1 Survey. There is attached as an exhibit to and made a part of and recorded simultaneously with the Original Declaration, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part of and shall be deemed and identified as Exhibit "A" to the Original Declaration. Said Exhibit "A" to the Original Declaration has been certified to and in the manner required by Florida Statute 718.014(4)(e), the Condominium Act.

5.2 Limited Common Elements. Shall include the balconies, terraces, storage closets, and parking spaces, as shown on the Plot Plan attached to the Original Declaration as Exhibit "A".

5.3 Common Elements. Include, in addition to those previously described herein, all of the real property and improvements located on REEVES HOUSE, A CONDOMINIUM, which are not included in the definition of a condominium unit or a limited common element, including, but not limited to, a swimming pool with deck, plaza area, whirlpool, exercise room and sauna, lobby, recreation room billiards room unassigned parking spaces, if any, a managers apartment and office, storage areas, concrete asphalt drives, and walkways.

6. UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT.

6.1 There shall be appurtenant to each unit in this Condominium, an equal ownership of the common elements and a membership in REEVES HOUSE OWNERS ASSOCIATION, INC. The fractional interest in the common elements appurtenant to each unit shall be an undivided 1/40th interest.

6.2 Each unit owner shall be liable for a proportionate share of the common expenses and entitled to a proportionate share of the common surplus, such share being the same as the undivided share in the common elements appurtenant to his/her unit as set forth above.

6.3 In the event the termination of the Condominium or any portion of the Condominium, the Condominium Property shall be owned in common by all of the unit owners in accordance with the provisions contained in Paragraph 24 entitled "TERMINATION".

7. CONDOMINIUM ASSOCIATION. The Association responsible for the operation of the Condominium is the REEVES HOUSE OWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit. The powers and duties of the Association include those set forth in Chapter 718, Florida Statutes (1991) and, except as expressly limited or restricted in Florida Statutes 718, those set forth in the Amended and Restated Declaration and Bylaws and Chapters 607 and 617, Florida Statutes, as applicable.

7.1 Power to Manage Condominium Property and to Contract, Sue and Be Sued. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers. These powers include, but are not limited to, maintenance, management and operation of the Condominium Property. The Association may institute, maintain, settle or appeal actions or hearings in its name, on behalf of all unit owners, concerning matters of common interest to most or all unit owners, including, but not limited to, the common elements; the roof and structural components of a building or other improvements; mechanical, electrical, and plumbing elements serving an improvement or building; protesting ad valorem taxes on commonly used facilities. Nothing in this Amended and Restated Declaration of Condominium limits any statutory or common law right of any individual unit owner to bring any action without participation by the Association which may otherwise be available.

7.2 Assessments, Management of Common Elements. The Association has the power to make and collect assessments, and to lease, maintain, repair, and replace the common elements. The Association may charge a fee against a unit owner for the use of the recreational facilities, as more particularly appears in the Rules and Regulations and Bylaws of the Association.

7.3 Right of Access to Units. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to this Amended and Restated Declaration of Condominium, or as necessary to prevent damage to the common elements or to a unit or units.

7.4 Title to Property. The Association has the power to acquire title to property or otherwise hold, convey, lease and mortgage Association property for the use and benefit of its members. This power shall be exercised solely by the Board of Directors, which shall be the representative body responsible for the administration of the Association. No approval of the unit owners shall be necessary for the Association to acquire title to personal or real property through foreclosure of a duly recorded lien or assessment of the Association, or as a result of any levy, garnishment or execution in favor of the Association.

7.5 Purchase of Units. The Association has the power, unless prohibited by this Amended and Restated Declaration, Articles of Incorporation or Bylaws of the Association, to purchase units in the Condominium and to acquire and hold, lease, mortgage and convey them. There shall be no limitation on the Association's right to purchase a unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid assessments, or to take title by deed in lieu of foreclosure.

8. MAINTENANCE AND REPAIRS. Responsibility for the maintenance of the Condominium Property shall be as follows:

8.1 Maintenance by Unit Owners. The owner of each condominium unit shall, at his or her own expense, be solely responsible for the maintenance of his unit and all equipment, furniture, furnishings and fixtures located therein, including, but not limited to, all air conditioning equipment (including compressors for his unit located within a unit, or on the common elements) and must promptly correct any conditions which would, if left uncorrected, cause any damage to another unit. The owner of each unit shall be responsible for any damages caused by his actions or by his intentional, careless or negligent act or failure to act, or by the intentional conduct, carelessness or negligence of his family, or that of his guests, tenants, lessees and agents. Furthermore, the owner of each unit shall, at his or her own expense, be responsible for the up-keep and maintenance, including, but not limited to, painting, replastering, ceiling and polishing, of the interior finished surface of the perimeter walls, ceilings and floors which constitutes the boundary lines of the unit (including its abutting limited common elements);

and all doors, all screens, all window and plate glass in windows, and plate glass or screens in the perimeter walls of the unit and its attached balconies. The foregoing maintenance and repair obligation notwithstanding, the Association, in the exercise of its discretion, may require established levels of maintenance and up-keep of the various condominium unit owners with respect to their balconies, patios, stairways, entry ways, and parking areas, and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of the balconies, patios, entry ways, garage areas, hallways, storage areas, all exterior surfaces and parking areas. The Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within or including a balcony, balustrade or railing, and of any or all other limited common elements, including, but not limited to, entry courts, porches, balconies or planters, as part of an Association program of maintenance and repair. Unit owners shall be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own units from and including the fuse box applicable, and servicing the unit inward; which means all distribution lines surfacing only the condominium and outlets within each condominium unit. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit fuse boxes. The unit owner shall be solely responsible for all conduits, ducts, plumbing, wiring and any other utility service within the individual condominium unit.

8.2 By the Condominium Association. Except as provided in this Amended and Restated Declaration, the Association shall be responsible and provide for the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall maintain, repair and replace, at its expense, all exterior portions of a unit, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the unit, and all incidental damage caused to a unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of this Amended and Restated Declaration of Condominium. Nothing, however, contained in this Amended and Restated Declaration of Condominium shall be construed to prevent the Association from seeking reimbursement, instituting litigation or levying assessments or fines, where authorized by the Amended and Restated Declaration of Condominium, Bylaws or Rules and Regulations, from and against any unit owner or any other person for the cost of the repairs or such repairs that are required because of the negligent or otherwise intentional, careless or harmful and wrongful acts or omissions of the unit owner or any other person. The Association shall have all powers necessary to discharge its responsibility for maintenance and repair, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Amended and Restated Declaration, or in the Bylaws or Rules and Regulations of the Association. Each unit owner has a duty and shall promptly

report to the Association any defect or need for repairs for which the Association is responsible. The Association shall further be responsible for the maintenance, repair and control of all landscaping, plant maintenance, water maintenance and lighting at REEVES HOUSE, A CONDOMINIUM. To facilitate and carry out the obligations of the Association for maintenance and repair or replacement, as set forth in this Amended and Restated Declaration, there is reserved unto the Association the right to enter in and upon any unit at any reasonable time, and to have a key to all units. Notwithstanding the duties of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by other unit owners or persons.

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9. ASSESSMENTS:

9.1 Liability for Assessments. Each unit owner, regardless of how a title has been acquired, including a purchase at a judicial sale, is liable for all assessments which become due while he is the unit owner. The grantee of a unit is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title.

9.2 Power of Association. The Association, through its Board of Directors, shall have the right and duty to collect assessments, special assessments, fines, transfer fees and other charges as provided for by the Condominium Act, this Amended and Restated Declaration, Bylaws of the Association and Rules and Regulations of the Association.

9.3 Common Expenses Without Limitation by Previous Definition in This Amended and Restated Declaration shall include, but not be limited to, cost and expenses of operation of the Condominium and Association; maintenance and management; property taxes and assessments against the Condominium Property (common elements, limited common elements, intangible property and tangible personal property of the Condominium); insurance premiums, legal and accounting fees; management fees; operating expenses of the condominium property and the Association; property repairs and replacements (only as to common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements or limited common elements and properly chargeable to the individual unit concerned); charges for utility and water used in common for the benefit of the Condominium and utility payments for any utilities not separately metered for each condominium unit; cleaning and janitorial services for the common

elements and limited common elements; expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against the members or others; and the creation of reasonable contingency or reserve requirements for the protection of the members and the condominium property (i.e., reserve for replacements, maintenance, repair and operating reserve to cover deficiencies in collections); and all other sums due from the Association under any lease, mortgage, purchase contract, contract, or undertaking for recreational facilities permitted by this Amended and Restated Declaration.

9.4 The liability for assessments, charges, fees or fines may not be avoided by any unit owner by waiver of the use or enjoyment of any common element or limited common element, or by abandonment of the unit for which the assessments are made.

9.5 The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein, and may assess sufficient monies from unit owners to meet this estimate in accordance with this Amended and Restated Declaration, the Articles of Incorporation, Bylaws and Rules and Regulation, and the provisions of the Condominium Act. Assessments for common expenses shall be borne by unit owners in the proportions or shares set forth in Paragraph 6.1 hereof pertaining thereto. Assessments shall be payable annually or in such other installments and at such times as may be fixed by the Board of Directors.

9.6 In the event the Association, through its Board of Directors, should at any time determine that the assessments made are not sufficient to pay the common expenses or, in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet the needs of the Association, in a manner provided in the Bylaws of the Association.

9.7 Assessments and installments on them, whether monthly dues or special assessments, which are not paid when due, shall bear interest from the due date at 18% per annum. In addition, the Association may charge an administrative late fee in addition to such interest in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be first applied to any interest accrued, then to any administrative late fee, then to any cost and reasonable attorneys fees incurred in collection, and then to the delinquent assessment. This provision shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. The late fee shall not be subject to the provisions in Florida Statutes, Chapter 687 or 718.303(3). Any assessment or payment required by the Association shall be deemed to be late if not received by the Association within ten (10) days from notice or delivery of the notice of such assessment, fine, charge, late fee or penalty.

9.8 The Association shall have authority and is hereby authorized to disprove any proposed lease of a condominium unit for non-payment of any fine, levy, charge, assessment or special assessment.

10. LIEN OF THE ASSOCIATION: The Association shall have a lien on each condominium unit for any unpaid assessments, with interest as provided for in this Amended and Restated Declaration, and for reasonable attorneys fees incurred by the Association, including those at both trial and appellate levels, which are incident to the collection of the assessment, charge, late fee or fine, or enforcement of the lien. Each lien shall be recorded in the Public Records of Orange County, and shall be effective from and after its recording in accordance with the provisions of Chapter 718, Florida Statutes. The Claim of Lien shall secure all unpaid assessments, charges, and fines, interest, costs and attorneys fees, which are due and which may accrue subsequent to the initial recording of the Claim of Lien and prior to entry of the final judgment of foreclosure, without the necessity of filing new or additional liens.

10.1 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 judgment for the unpaid assessments, without waiving any claim of lien. In the event legal proceedings are instituted to foreclose a lien for assessments, fines or charges, the Association, upon bringing such proceedings, shall be entitled as a matter of right to the appointment of a receiver, who shall be entitled immediately to take possession of said unit under the supervision of the court conducting the foreclosure proceedings, and in the event the receiver allows the owner of the unit to remain on the subject property, the owner shall pay a reasonable rental for the unit to the receiver for the benefit of the Association and the owner, said rental to be applied first to the payment of delinquent assessments, court costs, attorneys fees, interest and any other fees, and then to the mortgagee to the extent of any delinquency, and then to the owner.

10.2 The failure of the Association to take action to enforce the provisions of this Amended and Restated Declaration, Bylaws or Rules and Regulations, with respect to the collection of unpaid assessments, liens, fines or charges, shall not constitute a waiver or relinquishment of its right to do so at any time.

10.3 In the event a mortgagee or first mortgagee of record shall obtain title to a condominium unit as a result of the foreclosure of a first mortgage, or by a deed in lieu of foreclosure of such first mortgage, such acquire of title, its successors and assigns, shall be liable for that share of common expenses, interest, penalties or assessments by the Association chargeable to the unit, or the owner thereof, which became due prior to the acquisition of title by such institutional mortgagee or purchaser at foreclosure sale, as provided for in Chapter 718, Florida Statutes.

11. TRANSFER FEES AND SECURITY DEPOSIT. The Association shall be entitled to collect the sum of \$100.00 as a transfer fee in connection with approval of the Association to a lease or sale of a condominium unit. This fee shall not exceed \$100.00 per applicant, other than a husband/wife or parent/dependent child, which shall be considered one applicant. No charge shall be made for a renewal of a lease or sublease with the same lessee or sublessee. The Association may, in its discretion, require that a prospective lessee place a security deposit in an amount not to exceed the equivalent of one (1) months rent into an escrow account maintained by the Association. This security deposit shall protect against damages to the common elements or Association property.

12. TRANSFERS OF CONDOMINIUM UNITS. In order to assure a community of congenial residents and occupants, and to protect the value of the condominium units, and to further the continuous harmonious development of the condominium community, the sale, lease, and mortgage of a condominium unit shall be subject to the following provisions, which shall be covenants running with the land, so long as the condominium property shall be subject to the condominium ownership under the laws of the State of Florida.

12.1 Notice to the Association. No unit owner may dispose of his unit or any interest therein by lease, gift or sale, or in any other manner, except to his spouse or to any other member of the Association, without first providing to the Association written notice of his intention to dispose of his unit, said notice to include the name and address of the intended grantee of the unit, and such other information as the Association may reasonably require, including the terms of the transaction. The giving of such notice shall constitute a warranty and representation by the unit owner that he believes the transfer proposal or that his intent to make a gift is bona fide in all respects.

12.2 Except as elsewhere provided in this Amended and Restated Declaration, no sale, gift, lease or conveyance, or transfer by any other manner, of a condominium unit shall be valid without the approval of the Association, which approval shall not be unreasonably withheld. Approval shall be a Certificate of Approval, in reasonable form, signed by the President, Vice President or Secretary of the Association and shall be delivered to the purchaser, grantee, or lessee and made a part of the document of conveyance.

12.3 Failure of the Association to issue approval or written disapproval within thirty (30) days from receipt of notice as provided for in Paragraph 12.1 above, shall be deemed to constitute approval, in which event the Association must, on demand, prepare and deliver approval in recordable form.

12.4 No unit owner shall sell or lease or otherwise transfer his unit, nor shall approval be given until and unless all assessments, past and due, are paid, or until provision for payment is made to the satisfaction of the Association, and unless the proposed grantee or lessee can qualify as to the use restrictions.

12.5 If a unit owner shall lease his unit, he shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by his lessee of any and all use restrictions.

12.6 If the proposed transfer is a sale or lease, notice to the Association provided for in Paragraph 12.1 above may, at the unit owner's option, include a demand that the Association, if it does not approve the sale or lease, furnish a purchaser or lessee for the unit on the same terms as set forth in the unit owner's contract for sale or lease. Such demand shall include a copy of the properly executed sale or lease contract documents. In no event shall the Association have less than thirty (30) days from the date of disapproval to provide a purchaser or lessee.

12.7 If the Association shall fail to provide a purchaser or lessee upon the demand of a unit owner, in the manner provided, or if a purchaser or lessee furnished by the Association shall default in his agreement to purchase or lease, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved by the Association and the Association shall, upon the owner's demand, furnish a Certificate of Approval as elsewhere provided, which shall be recorded in the Public Records of Orange County, Florida, at the expense of the purchaser or lessee.

12.8 Notwithstanding the above, if the Association provides a purchaser in lieu of approving a unit owner's proposed purchaser, the purchase price shall be paid in cash at closing to the unit owner who shall not, without his written consent, be required to rely on the credit of a purchaser provided by the Association.

12.9 Nothing contained in this Paragraph 12 shall preclude or prevent the Association from itself being a purchaser in lieu of furnishing a purchaser as provided for herein; provided, however, such purchase by the Association shall be on the same terms and conditions which would have to be met by any other purchaser hereunder.

12.10 If the proposed transfer of a unit is by gift, or by a manner not contemplated in this Paragraph 12, or in Paragraph 13, disapproval of such transfer by the Association shall be final, and the Association shall have no further duty.

12.11 The foregoing provisions of this Paragraph 12 shall not apply to a transfer from, or to a purchase by a bank, life insurance company, savings and loan association or other institutional lender or institutional investor that acquires its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

12.12 The Association may, but shall have no obligation to, approve a transfer previously made without its approval and in violation of this Paragraph 12.2, upon written request of the transferee. Approval so granted shall be deemed to be

effective as if properly granted. If approval is not granted, the transfer shall, in accordance with Paragraph 13.2, be invalid, the Association shall have no duty toward the transferee or transferor, to provide a new transferee, and the disapproved transfer shall be void and of no effect.

13. RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS.

13.1 If the owner of a condominium parcel should die and the title to the parcel shall pass to his surviving spouse, or to a son, daughter, parent or sibling of the owner, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of Paragraph 12 of this Amended and Restated Declaration notwithstanding.

13.2 If the title to the condominium parcel of such deceased owner shall pass to any other than a person or persons designated in Paragraph 13.1 above, then within ninety (90) days of such person or persons taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such other person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by averaging the appraised value stated by two (2) M.A.I. appraisers, the expense of the appraisals to be borne by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent. Thereupon, the person or persons having title, possession, and/or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, which purchaser may be the Association.

13.3 Nothing in this Paragraph 13 shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the owner's death, all of which shall be fully due and payable as if the unit owner had not died.

13.4 Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the manner otherwise provided in this Amended and Restated Declaration.

14. INSURANCE. Insurance, other than title insurance, that shall be carried upon the condominium property, and the property of the unit owners shall be governed by the following provisions:

14.1 Purchase of Insurance. The Board of Directors of the Association shall keep the condominium property insured. To maintain adequate insurance to protect the Association, the Association property, the common elements and the condominium property as required to be insured by Florida Statutes 718. The insurance shall insure the interest of the Association, all unit owners and their mortgagees as their interest may appear, against loss or damage by fire and hazards covered by a standard coverage endorsement, and such other risks of a similar or dissimilar nature, as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the condominium property, in an amount which shall be equal to the maximum insurable replacement value, as determined no less than every two (2) years by the insurance carrier, if such insurance is reasonably available. Because of the location of the condominium property, the Association is authorized to obtain and accept a policy with a deductible clause, if the Association cannot reasonably obtain coverage without such a clause. The Board of Directors and Officers of the Association shall have no liability to the Association, the members, or any other person for the failure to obtain insurance without a deductible clause, or failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available. Any casualty insurance policy purchased shall show the amount of insurance for the building, and for each portion of the common elements not contained in the building. Notwithstanding anything to the contrary, the Board of Directors may elect to purchase insurance with a maximum \$40,000.00 deductible (maximum \$1,000.00 per unit) if, in the sole discretion of the Board of Directors, the reduction in the premium makes this type of insurance more reasonable, affordable, or desirable.

14.2 Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$25,000.00 or less shall be paid to the Association. Any sum in excess of \$25,000.00 shall be paid to an insurance trustee. An insurance trustee shall be any bank of trust company or other corporate trustee authorized to and doing business in Orange County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the Condominium (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half (1/2) the unpaid principal balance of all first mortgagees on said units). Said trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive

such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trustee Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

14.3 Payment of Premiums, Trustee's Expenses and Collection. The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

14.4 Mandatory Repair. Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium Property as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss, which shall be borne by the unit owners in proportion to their shares of common elements as set forth in this Amended and Restated Declaration. Such repair, replacement and rebuilding shall be in accordance with the original plans and specifications unless otherwise approved by 51% of the first mortgagees, and 75% of the unit owners.

14.5 Determination of Damage and Use of Proceeds for Repair or Reconstruction. Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners regardless of whether the deficiency relates to the units, common elements, or limited common elements. The said special assessment shall be levied in a total amount necessary to offset the total deficiency and shall be levied against all units in accordance with each unit's share of the common elements as set forth in this Amended and Restated Declaration. Unless there occurs substantial damage to, or destruction of, all or a substantial portion of the Condominium Property and the unit owners fail to elect to rebuild and repair as provided in Paragraph 14.6 below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and mortgagees as their interests may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the use and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, recon-

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struction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

14.6 Total Destruction. As used in this Amended and Restated Declaration, and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean that two-thirds (2/3) or more of all condominium units are to have been rendered untenable by casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property, the Condominium shall not be reconstructed unless two-thirds (2/3) of all the unit owners shall agree to reconstruct, in writing, within ninety (90) days after the casualty loss or damage occurs. The determination not to reconstruct after casualty shall be evidenced by a certificate signed by one of the officers of the Association stating that the 90-day period has lapsed and that the Association has not received the necessary writings from two-thirds (2/3) of the unit owners. This certificate shall be recorded in the Public Records of Orange County, Florida, within fifteen (15) days after the expiration of the above-referenced 90-day period.

Should reconstruction not be approved as aforesaid, the Insurance Trustee shall hold the proceeds of the insurance for the interests of the unit owners and mortgagees as their interests may appear in accordance with the provisions of this Paragraph 14.6.

Upon determination not to reconstruct and recording of the necessary certificate in the Public Records of Orange County, Florida, the Condominium Property shall be omitted from the provisions of the Condominium Act and the owners shall own the insurance proceeds as tenants-in-common, subject to the rights of mortgagees. The share of each unit owner in the insurance proceeds shall be determined in the same manner as the share of each owner would be determined under Paragraph 24, "TERMINATION", except that the appraisals shall be based upon the value of the units prior to the event which causes substantial damage or destruction.

14.7 Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof.

14.8 Elements. For the purpose of this Paragraph 14, the common or recreational improvements (including, but not limited to, the swimming pool, plaza, parking ares, storage, recreation and exercise rooms, manager's office and manager's apartment), shall in no event be considered an Apartment Building, and in all events, unless the Condominium Regime be otherwise terminated with respect to the entire Condominium, or the public authorities shall prohibit and refuse to allow the reconstruction and rebuilding of said common or recreational facilities, they shall be repaired and reconstructed.

14.9 Additional Insurance. Nothing herein shall prevent any unit owner from obtaining additional casualty insurance on his own unit for his sole benefit, nor require the Association to insure any unit contents, furnishings, or fixtures outside of the definition of the unit and building.

15. LIABILITY INSURANCE.

15.1 The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. The Board of Directors shall collect and enforce payment of a share of the premiums for such insurance from each unit owner as an assessment in accordance with the provisions of this Amended and Restated Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of the Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which is provided in the Condominium Act, this Amended and Restated Declaration and the Bylaws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements except to the extent that, and only if, the law mandates such personal liability.

15.2 A unit owner shall be liable for injuries or damages resulting from any accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to Condominium Association a program of insurance which will not only insure the Association's liability and the liability of unit owners with respect to the common elements and limited common elements, but also the liability of individual unit owners with respect to the interior of their units, then the Association may obtain such liability insurance coverage protecting both the Association and the unit owner against all liabilities for damage to persons and property whether occurring within a unit, and the premium therefor shall be a common expense. If it shall appear that condominium unit owners in such a program of insurance are entitled to elect additional coverage or excess coverages above those coverages elected by the Association for all unit owners, then the Association may require the individual unit owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

15.3 The Board of Directors of the Association shall obtain worker's compensation coverage as may be required by law and such other insurance, including, but not limited to, fidelity bonds for officers and directors, as the Board may from time to time deem necessary or advisable, or as may be required by law. Premiums for such insurance shall be a common expense.

16. PURPOSE AND USE RESTRICTIONS. In order to provide for a congenial occupation of the Condominium, and to provide for the protection of the value of the individual units, the use of the

Condominium Property shall be restricted in accordance with the following provisions:

16.1 Each condominium unit shall be used and occupied by the respective owner, his employees, associates, tenants, family or guests as a private single-family residence, vacation home or temporary lodging, and for no other purpose, except where specific exceptions are made in this Amended and Restated Declaration.

16.2 The common elements and any property in which the Association owns an interest, shall be used for the furnishing of services and facilities for which they are reasonably intended, for the use and enjoyment of the unit owners, their tenants and guests, subject to such regulations as the Association may lawfully adopt in the Association Bylaws or Rules and Regulations.

16.3 No unit may be divided or subdivided into a smaller unit, nor may any portion thereof be sold or otherwise transferred, without first amending this Amended and Restated Declaration as hereinabove provided to show the changes to be made in the units.

16.4 Nothing contained in this Paragraph 16 shall preclude ownership of a unit by a corporation, partnership or association, so long as occupation by these entities is residential or recreational in nature and not for the purpose of operating a business, nor shall rental of units for residential purposes be prohibited; provided, however, that no unit shall be rented or leased for a period of less than three (3) months, and no unit shall be rented or leased or subleased more than three (3) times in a single calendar year. While operation of a business from a unit shall be prohibited by these restrictions, nothing herein shall prohibit use of a unit for lodging for employees, guests, visitors or associates of a business or nonbusiness entity which might own or lease a unit.

16.5 No unit owner shall permit nor suffer anything to be done or kept in his apartment which will increase the rate of insurance on the Condominium Property or on the common elements.

16.6 No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor of any condominium unit or any part thereof.

16.7 No "for sale" or "for rent" signs or other signs shall be displayed or in any manner be visible from the exterior of a unit by any individual unit owner on his condominium parcel or any part of the Condominium Property.

16.8 Reasonable regulations concerning use of the Condominium Property and especially the common elements and limited common elements may be promulgated by the Association, in accordance with the procedure set forth in the Association Bylaws.

16.9 No nuisance shall be allowed upon the Condominium Property, nor shall any practice be allowed which is a source of annoyance to residents or which will interfere with the peaceful possession

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and proper use of the Condominium Property by residents.

16.10 General Community Regulations.

a. No occupant may direct, supervise or attempt to assert control over any employees of the Association, nor ask the Management Company to perform personal services or errands; however, the Management Company can provide you with maintenance assistance at a negotiated hourly rate.

b. All restrictions, limitations and obligations of occupants provided in this Amended and Restated Declaration of Condominium, By-Laws and Rules and Regulations.

c. In addition to Rules and Regulations, ordinances adopted by the City of Orlando and Orange County governing pets, nuisances, destruction of property, discharge of airguns, firearms and destruction of wildlife apply to Reeves House. Violations of the city and/or county ordinances shall be regarded as violation of the Reeves House Rules and Regulations as well.

d. Any breach or violation of Reeves House Rules and Regulations shall be cause for the Association to institute the appropriate legal action against the offender to remedy the situation. If such action becomes necessary, the Association shall seek to recover legal fees from said offender.

e. Any towing charges or fees resulting from the valid removal of a vehicle or property are the obligation of the owner.

f. Complaints or requests regarding maintenance shall be made in writing to the Management Company.

g. Cover-ups and footwear shall be worn at all times in lobby areas and elevators. Wet bathing suits shall not be worn in the elevators. Residents shall wear clothing over their bathing suits while in the lobby areas.

h. No business cards shall be posted on the bulletin board.

16.11 Regulations Regarding Resident's Unit.

a. Each unit shall be occupied by only one family. A family is defined as (a) relative by blood, marriage or adoption or (b) two (2) unrelated adults. Exceptions to the above will require approval of the Board of Directors.

b. Occupants shall not use the living units or permit their use in such a manner as would be disturbing to other residents or in any way as to be injurious to the reputation of the property.

c. Each unit shall be used only for the purpose of a single family residence and for no other purpose whatsoever. No businesses shall be maintained or conducted from any unit or recreational facilities or common area.

d. Each occupant shall maintain his unit and exterior windows in a clean and sanitary manner and shall not sweep or throw any dirt or substance from the doors, windows or balconies, nor use the railings to dry or air carpets, clothing, towels, etc.

e. No occupant shall make or permit any noise that will disturb or annoy any occupants of a unit, or do or permit anything to be done which will interfere with the rights, comfort, property or convenience of any other owner or occupant.

f. Sound and noise from radios, phonographs or other audio devices, television sets or musical instruments or social gatherings which are unreasonably loud shall be deemed a nuisance and is strictly prohibited.

g. No unit shall be leased without the prior written approval of the Board of Directors. A fee of \$100.00 will be collected by the Board of Directors each time a unit is leased. Occupancy rules and regulations for a lessee are the same as for unit owners. Unit owners are fully responsible for the actions of their tenants. All privileges of the unit owner regarding use of the property are forfeited in favor of the lessee during the term of the lease. It is the responsibility of the owner to notify the Management Company and provide the name of the person to whom the unit has been rented. The Management Company will in turn ensure that the lessee receives the appropriate Rules and Regulations and Declaration of Condominium.

h. Each unit owner must assure that the occupants of his or her unit, whether lessee, guests or family members abide by all the rules and regulations set forth by the Reeves House Homeowners Association.

i. Each unit owner must inform all occupants of the unit of the rules and regulations. Any damage to the common areas and limited common areas, caused by the lessees, guests or family members will be billed to the unit owners. The Management Company will also inform all occupants of the units of the Rules and Regulations.

j. A unit owner must obtain the written approval of the Reeves House Homeowners Association prior to the sale of his unit.

16.12 Parking and Motor Vehicles.

a. Passenger vehicles are defined as automobiles used solely for private con-

veyance as the primary source of transportation. Commercial vehicles are described as, but not limited to, businessmen's trucks, truck tractors and semi-trailers. Commercial vehicles are described as, but not limited to, businessmen's trucks, truck tractors and semi-trailers, and the parking of said vehicles on the premises is prohibited at all times. This includes any vehicles with commercial lettering or signage on the exterior.

b. No vehicles over one (1) ton in weight, boats, boat trailers, utility trailers or similar vehicles shall be parked on driveways or parking spaces on The Reeves House parking areas, except temporarily for the purposes of servicing, loading or unloading.

c. No motorcycles, motorbikes or scooters shall be operated on the premises except for ingress and egress. Motorcycle engines may not be revved up and must be operated with a muffler system in good condition. Motorcycles must be parked in the garage. Passenger vehicles may be parked only in the areas provided for that purpose. Streets and other common areas of travel must not be obstructed so as to prevent normal traffic. Regular parking is limited to one vehicle in the indoor garage and one vehicle in the outdoor parking area, unless additional spaces are purchased by the unit owner.

d. No repairs on vehicles shall be performed on or adjacent to any unit premises or common areas, except temporarily in cases of emergency. Washing of a resident's vehicle is not permitted on indoor individual parking spaces but shall be permitted in the area designated by the Management Company. Vehicles "for sale" shall not be displayed on any area. "Garage sales" shall not be permitted in any area.

e. The parking area adjacent to the building is for guest parking up to 24 hours. Residents needing additional guest parking, such as for holidays, religious days and special occasions, should notify the Management Company in advance.

f. Vehicles using multiple parking spaces or parked in violation of these regulations may be towed away at the owner's expense. Vehicles blocking service areas, such as dumpsters, will be in violation of this regulation.

g. No vehicles in a state of disrepair may be stored or repaired on the property. Vehicles with flat tires or expired license tags shall be deemed to be inoperable and will be towed away at the owner's expense.

h. Additional indoor parking spaces are available for annual rental in an amount set by the Association, and each occupant desiring to lease a space shall sign a written lease therefore. Use of the space

without a lease shall not relieve the obligation to pay rent.

i. Boats and motorhomes shall not be parked in the outside parking areas, other than for loading and unloading.

j. No vehicles shall be stored on the premises. Storing a vehicle means that the vehicle is not operated on a daily basis and is stored for the convenience of the owner. No "for sale" signs shall be placed on the vehicles sitting in the parking lot.

k. Residents are not allowed to store anything in the garage parking spaces with the exception of bicycles, which should be well out of the way of other vehicles.

16.13 Rule Enforcement Procedure.

a. Complaints regarding violation of The Reeves House Rules and Regulations shall be made to the Management Company and the Board of Directors. Upon receipt of a written, signed complaint, sent by certified mail, return receipt requested, the Management Company will notify the offending resident and owner in writing. This notification shall detail the violation as reported and request appropriate action.

b. The Board shall appoint a Committee of Unit Owners, who shall give reasonable notice to the offending person of a hearing for the purpose of imposing a fine for rule violations. A fine may be levied on the basis of each day of a continuing violation, provided that no fine shall exceed in the aggregated the sum of \$1,000.00. If the committee does not agree with the fine, the fine may not be levied.

c. In the event the owner, guest or tenant fails to abide by the rules and regulations, the Board may authorize the institution of legal proceedings, and the owner shall be responsible for all legal fees in connection therewith.

16.14 Swimming Pool and Jacuzzi.

a. Use of the pool and jacuzzi is strictly limited between the hours and 7:00 A.M. and 11:00 P.M. Because of the architecture of the building, noise from the pool and jacuzzi area is intensified and can be heard even when people are whispering in the pool and jacuzzi area. Accordingly, there shall be no loud talking.

b. The Association shall not be responsible to any member or guest for the loss or damage in any manner whatsoever of property of any kind. All persons using the pool and jacuzzi shall do so at their own risk; there are no lifeguards and no liability by the Association whatsoever is assumed.

thereof, the use of the grill shall cease. Grilling may be permitted at the extreme edges of the pool patio area if properly supervised and prior approval is obtained from the Management Company.

b. No grills shall be stored in hallways or walkways.

c. No grills shall be utilized on the hallway carpet.

d. Abuse of these regulations may lead to termination of all outdoor grilling.

16.16 Balconies.

a. No laundry, clothing or other materials shall be displayed on the balcony, porch or patio of any unit or hung within a unit in any manner to be visible from the outside.

b. Hanging of any objects from balconies or balcony roofs is not permitted.

c. No clothing, towels, etc. shall be allowed to dry by hanging on or from balcony railings.

d. No rugs shall be aired or cleaned on balconies or hallways.

e. The Board of Directors reserves the right to regulate the size, quality and quantity of any items on balconies, including furniture and plants. No resident is permitted to affix any plants or any items to the exterior wall of the balconies. Shoddy, worn, or unsightly items are not permitted on the balconies.

f. Balconies shall not be used for storage.

16.17 Clubhouse, Exercise Room and Billiards Room.

a. Use of the recreation facilities is between 7:00 A.M. and 11:00 P.M. There shall be no exclusive use of said facilities unless specifically reserved for a party.

b. Persons under twelve (12) years of age shall be allowed in the Clubhouse or swimming pool area only when accompanied by and kept under close supervision of an adult resident.

c. Use of the recreational facilities is for residents and their guests. No business, promotions, or sales meetings or presentations shall be permitted in the recreational facilities. Guests which utilize the recreational facilities and are loud or uncooperative with Owners or the Management Company will be instructed to leave the premises.

d. Owners or their tenants shall attend functions for which they have reserved

the facilities, and shall supervise the use of the facilities and shall be a member of the group or function conducted.

e. Unit owners or lessees bringing or permitting guests into the Clubhouse or pool area shall be responsible for their conduct while on Association property and for any fees or other charges or damage caused or incurred.

f. Unit owners who are current in all dues and assessments may request use of the Clubhouse for events on dates which do not conflict with regularly scheduled Association activities. Owners should apply, in writing, to prior to the desired date to the condominium management, and state the character of the function, the expected number of guests, and all other arrangements desired. The Management Company shall then contact the Reeves House Recreation Committee, consisting of three (3) resident directors and one (1) alternate, for approval. No function shall be permitted unless approval is given by two (2) of the three (3) resident directors. There shall be a fifty (50) person limit on all parties, with a 12:00 A.M. termination of parties on week days, and 1:00 A.M. on weekends. The user of the Clubhouse shall be responsible for leaving the facilities in as clean and neat a condition as found. All persons desiring to reserve the Clubhouse shall post with the Management Company at the time of requesting the reservation, a \$200.00 CASH security deposit if no alcohol is to be served and \$300.00 CASH deposit if alcohol is to be served. Said security deposit shall be forfeited for failure to clean up the facility after parties or functions and for damage to carpet, plants, furniture, or cleaning required in the parking lot area. The Board of Directors may develop, post and enforce additional rules which may be desirable within the contexts of this section. Any violation of these rules may lead to refusal of further use by the offending unit owner or lessee by the Board of Directors.

g. The weight/exercise/sauna room shall be closed during reserved functions. Owners/lessees reserving the Clubhouse shall not permit the use of the weight/exercise/sauna room by their guests.

h. No unseemly conduct or actions, including excess noise, which may tend to create disharmony in the Clubhouse shall be permitted.

i. Any and all use of the recreational facilities or the common elements will be in such a manner as to respect the rights of other occupants. The Clubhouse shall not be used as an extension of one's living quarters. Continued use of the Clubhouse for the purpose of watching television is prohibited. Residents are not permitted to bring their blankets

and pillows into the Clubhouse. Use of the recreational facilities will be controlled by regulations issued from time to time by the Board, but in general, the use of the recreational facilities will be prohibited between the hours of 11:00 P.M. and 7:00 A.M.

j. Owners and tenants who use the recreational facilities (in the absence of social gatherings) must leave them secured and in a clean and orderly condition. Garbage should be thrown away, ashtrays emptied and furniture returned to its usual placement.

k. The kitchen facilities in the Clubhouse are not to be used by any resident except for scheduled social functions.

16.18 Hallways.

a. All hallways shall be free from trash and debris. No storage of any items is permitted in hallways, which includes the storage of bicycles. No indoor or outdoor furniture shall be allowed in the hallways. Owners and tenants shall not congregate in the hallways.

b. Maintaining plants in the hallways outside a unit owner's or lessee's residence is permitted, however, the number and size of the plants and their containers is regulated by the Board. Maintenance of the plants shall be the occupant's responsibility, and the Management Company may remove the plant if not properly maintained. Plants shall not restrict ingress and egress.

16.19 Drapes/Vertical Blinds.

a. All drapes, shades and vertical blinds shall be first approved by the Board of Directors. All windows shall be covered by the use of drapes, vertical blinds, mini-shades or shades.

b. Draperies or other window coverings must be of a color and style compatible with the exterior so as to provide a uniform appearance throughout the community. They must be hung and maintained in an orderly and neat manner.

c. No signs, window displays or advertising will be permitted on any part of the property.

d. No screen doors shall be permitted without first obtaining prior written approval of the Association. All screen doors must be of a design and construction approved by the Association and appropriate governmental agencies. Contact the Management Company for the information.

16.20 Pets.

a. No animal, livestock or poultry of any kind shall be raised, bred or kept in any unit, or the common elements, except household pets, provided that they are not kept, bred or maintained for any commercial purposes.

Pets in § 16.20, a does not include dogs.
b. No dogs are permitted anywhere on the premises.

c. Any occupant owning and/or maintaining any pets shall indemnify and hold harmless the Association and/or its agents against any loss or liability of any kind arising out of having an animal on the condominium property.

d. Any pet waste ANYWHERE must be cleaned up by the pet owner.

e. No pets of any kind are permitted in the Clubhouse, pool, jacuzzi or pool area or other recreational areas.

f. If at any time a pet is offensive and is a nuisance, the Board can require its removal.

16.21 Security.

a. Owners and tenants shall strictly observe the security precautions and devices in the Reeves House.

b. That security of your unit is the sole responsibility of the unit owner.

17. CONDOMINIUM ASSOCIATION AMENDMENTS. The Association responsible for the operation of this Condominium is the REEVES HOUSE OWNERS ASSOCIATION, INC., a Florida corporation, not for profit. The Association shall have all the powers, rights, and duties set forth in this Amended and Restated Declaration, the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws and the Rules and Regulations enacted pursuant to such Amended and Restated Bylaws and Florida Statutes. The Association is sometimes hereinafter referred to as the "Association". A copy of the Amended and Restated Articles of Incorporation of the Association are attached hereto as Exhibit "A". Amendments to the Amended and Restated Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as amended from time to time. No amendments to the Amended and Restated Articles of Incorporation shall change any condominium parcel or the share of common elements, common expenses or common surplus attributable to a parcel, nor the voting rights appurtenant to a parcel unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in or consent to the execution of such amendments. In no instance shall any other person or persons other than the unit owners have the right to retain control of the Board of Administration of the Association for a period of time exceeding one year after the closing of the sale of the majority of units in the Condominium to persons other than successors or alternate developers.

18. BYLAWS. The operation of the Condominium Property shall be governed by the Amended and Restated Bylaws of the Association

which are annexed to this Amended and Restated Declaration as Exhibit "B" and made a part hereof. Said Amended and Restated Bylaws may be amended in the manner therein provided.

19. MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION AND VOTING RIGHTS OF UNIT OWNERS.

19.1 Every owner of a condominium unit whether he has acquired title by purchase or by gift conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Association described in Paragraphs 7 and 17 hereinabove, and does hereby agree to be bound by this Amended and Restated Declaration, the Amended and Restated Articles of Incorporation and the Bylaws of the Association, and the Rules and Regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act. Membership is automatic upon acquisition of ownership of a condominium unit and may not be hypothecated or transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

19.2 Subject to the provisions and restrictions set forth in the Amended and Restated Bylaws of the Association, each condominium unit owner is entitled to one (1) vote in the Association for each condominium unit owned by him. Voting rights and qualifications of voters and membership in the Association are more fully stated, qualified and determined by the provisions of the Charter of the Association and its Amended and Restated Bylaws. Whenever a particular numerical or percentage vote is called for as provided for in this Amended and Restated Declaration or in the Amended and Restated Bylaws (such as "2/3 of the unit owners" or "a majority of the members"), unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be the percentage of fraction of the total number of votes of the condominium unit owners present and voting, providing a quorum is present. Unless a particular provision shall require otherwise, a majority vote of the number of votes of unit owners present and voting and entitled to vote on any matter shall be controlling, providing a quorum is present.

20. AMENDMENT TO DECLARATION OF CONDOMINIUM.

20.1 Except as elsewhere provided in this Amended and Restated Declaration, this Amended and Restated Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium, called after proper and legal notice, in accordance with the Amended and Restated Bylaws, at which a quorum is present, such adoption to be by the affirmative vote of 2/3 of all unit owners entitled to vote whether present or not. Such amendment shall be duly recorded in compliance with requirements of the Condominium Act. No amendment shall change any condominium parcel, nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owners of all mortgages or liens upon such parcel or parcels shall consent to the execution of such amendments.

20.2 The provisions of Paragraph 20.1 above notwithstanding, no provisions of this Amended and Restated Declaration or of the Amended and Restated Articles of Incorporation or Amended and Restated Bylaws of the Association which require, to be effective, operational and enacted, a vote of the unit owners greater than required in Paragraph 20.1 above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Amended and Restated Declaration or the Amended and Restated Articles or Amended and Restated Bylaws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Amended and Restated Declaration or to the Amended and Restated Articles or Amended and Restated Bylaws shall be effective to affect or impair the validity or priority of any mortgage encumbering a condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for deeds and recorded with the aforesaid amendment.

20.3 Notice of any meeting of the unit owners at which an amendment to this Amended and Restated Declaration is to be voted upon shall contain a copy of the proposed amendment, state that the amendment requires an affirmative vote of 2/3 of all unit owners, whether present or absent, or any other applicable approval requirements, and state whether the amendment requires approval of any particular unit owner or mortgagee.

20.4 Notwithstanding all other provisions of this Amended and Restated Declaration, the Amended and Restates Articles of Incorporation attached hereto, or the Amended and Restated Bylaws attached hereto, any unit owner may, even though he is not present at the meeting considering an amendment to this Amended and Restated Declaration, vote by proxy in accordance with the requirements of the Amended and Restated Bylaws, or vote for or against the proposed amendment by delivering a written statement, signed by the unit owner and stating that he is either for or against the amendment, to the Secretary of the Association prior to or at the meeting. A member voting in this manner shall be counted as "present and voting".

21. ALTERATION OF UNITS.

21.1 No owner of a condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air-conditioning equipment or utilities therein, without the prior written consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. No unit owner shall cause any improvement or changes to be made to the exterior of the building, including but

not limited to, painting, installation or electric wires, TV antennae or air-conditioning units which may protrude through the walls or roof of the building, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the unit, without written consent of the Association. No unit owner nor any other person shall install upon the roof or exterior of the condominium building upon the Condominium Property, or upon the common elements or limited common elements of the Condominium, any TV antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishings without written the consent of the Association.

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21.2 Provisions of Paragraph 21.1 to the contrary notwithstanding, with the permission of the Association, abutting condominium units may be physically combined into a single dwelling, but they shall, nevertheless, for all other pertinent purposes including, but not limited to, assessments, attribution of common elements and voting, be deemed separate units. Units which have been or are combined to form one dwelling may be severed into their component units (separate units) at any time the owner of the combined units so desires. Any construction or modification of the interior of such units into separate units shall be subject to the approval of the Board of Directors of the Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined units shall in any and all events be accomplished at the sole expense of the unit owner or owners of the combined units and not at the expense of the Association. Nothing herein shall be deemed to require the Association to approve any structural modification which involves the weakening, movement or significant modification of any load-bearing element. Furthermore, nothing herein shall be deemed to require the Association to approve any modification which will alter the exterior appearance of the condominium building in which the combined units being severed into its component units is located or in which the separate units being combined are located.

22. ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS. The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

22.1 A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fourteen (14) days, nor more than sixty (60) days notice.

22.2 A vote of two-thirds (2/3) of the total number of votes of all members in the Association, in person or by proxy, shall be required to approve and adopt the provisions allowing such alterations, improvements or additions.

22.3 The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each unit owner shall bear the same portion or share of such cost as is the share of the common elements appurtenant to his unit.

22.4 No such alternation or improvement shall interfere with the right of any unit owner without his consent or consent of the mortgagees of record of that unit.

23. MORTGAGES AND MORTGAGEES. An owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall, among other things, contain the names of all the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel, he shall not be permitted to modify, alter or change the physical aspect of the condominium without the written permission of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of the condominium parcel encumbered by the mortgage owned by the mortgagee.

24. TERMINATION.

24.1 The provisions for termination contained in Paragraph 24 of this Amended and Restated Declaration are in addition to the provisions for voluntary termination provided for by the Condominium Act as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by eighty percent (80%) of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium.

24.2 Upon removal of the Condominium Property from the provisions of the Condominium Act, or other termination of the condominium form of ownership, no matter how effected, the unit owners shall own the Condominium Property in common in the undivided shares to be ascertained as follows:

a. The Board of Directors, upon advertisement by one or more independent appraisers, shall determine the value of each unit and all appurtenances thereto prior to termination. The total value of all units plus appurtenances shall equal the value of the Condominium Property.

b. The undivided share of each unit owner after termination shall equal the appraised value of his unit and all appurtenances thereto divided by the appraised value of the total Condominium Property terminated.

c. The undivided share of each unit owner after termination shall be referred to as a "termination share". After termination, the words "termination share" shall be substituted for the words "share in common elements" or similar phrases used in this Amended and Restated Declaration in order to ascertain the rights and duties of the holders of termination shares.

d. No amendment to this Paragraph 24 may change the termination share attributable to a unit without the written consent of the unit owner of that unit and of all mortgagees holding mortgages encumbering that unit.

25. EASEMENTS AND ENCROACHMENTS. All the Condominium Property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being caused by settlement or movement of the building or other improvements upon the Condominium Property, or caused by inaccuracies in construction or reconstruction of the building or such improvements upon the Condominium Property, which encroachments shall and do exist and shall remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments are herein created so long as such encroachments stand.

26. SUBJECT TO DECLARATION. Each unit owner and every resident of the Condominium and all parties joining in this Amended and Restated Declaration shall be subject to and shall comply with the terms and conditions of this Amended and Restated Declaration and the exhibits referred to herein and all regulations from time to time adopted pursuant to said documents, and all amendments thereto. Failure of a unit owner or resident of the Condominium to comply with the terms of said documents or regulations shall entitle the Association and/or other unit owners to the following relief in addition to the remedies provided by the Condominium Act and Amended and Restated Bylaws.

26.1 Each unit owner shall be liable for the expenses of any maintenance, repair or replacement of the Condominium Property or any property in which the Association owns an interest rendered necessary by his intentional action or negligence or by the intentional action or negligence of any member of his family or his or their guests, employees, agents or lessees, which expense may be defrayed by the proceeds of insurance premiums occasioned by the use, misuse, occupancy or abandonment of his unit or its appurtenances, or of the common elements of any property in which the Association owns an interest, by said owner or any resident of the unit.

26.2 In any proceeding arising out of an alleged failure of a unit owner or resident of the Condominium to comply with the aforementioned documents or regulations, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

26.3 The failure of the Association, or any unit owner to enforce any covenant, restriction or other provision of the aforementioned documents or regulation shall not constitute a waiver of the rights to do so thereafter.

27. PARAGRAPH HEADINGS. The paragraph headings appearing in this Amended and Restated Declaration have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain. The entire Amended and Restated Declaration shall be examined for complete meaning.

28. NOTICE. Whenever notice is required under the terms of this Amended and Restated Declaration, such notice shall be given in writing to the President or Secretary of the Association or to

the unit owner, as the case may be, by personal delivery to the President or Secretary or unit owner or by depositing such notice with postage prepaid in the United States mails, registered or certified with return receipt requested, addressed to the Association or to a unit owner as follows:

Association: REEVES HOUSE OWNERS ASSOCIATION, INC.
at the address established therefor
by the Association.

Unit Owner: As the unit owner's address appears
on the books of the Association.

Notice served on the President or Secretary in the aforesaid manner shall constitute notice to the Association.

29. COMPLIANCE AND DEFAULT. Each unit owner shall be governed and shall comply with the terms of the Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Bylaws and any amendments thereto and Rules and Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a unit owner to comply with such documents and regulations shall entitle the Association or other unit owners to the following relief, in addition to the remedies provided for by the Condominium Act.

29.1 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. The Association shall not be required to withhold legal action for damages, but any recovery shall be offset by insurance reimbursement. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements, by the unit owner.

29.2 Costs and Attorneys Fees. In any proceeding arising because of the alleged failure of a unit owner or the Association to comply with the terms of this Amended and Restated Declaration, Amended and Restated Articles of Incorporation of the Association or the Bylaws or regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover such reasonable attorneys fees as may be awarded by the Court, provided, no attorneys fees shall be recovered against the Association in any such action.

29.3 No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision in the Condominium Act, this Amended and Restated Declaration, the Amended and Restated Articles of Incorporation of the Association, the Bylaws or the Regulations, or any amendments thereto, shall not constitute a waiver of the right to do so thereafter.

30. CONSTRUCTION OF TERMS. All the provisions of this Amended and Restated Declaration and the exhibits thereto shall be construed as covenants running with the land and with every part thereof and every interest therein, and every unit owner and every claimant of the land or any part thereof or interest therein and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of said documents.

31. SEPARABILITY OF PROVISION. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Amended and Restated Declaration of Condominium, and the Amended and Restated Articles of Incorporation, Bylaws and Regulations of the Association, or any existing Articles of Incorporation, Bylaws and Regulations of the Association, shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, REEVES HOUSE, A CONDOMINIUM, has executed this Amended and Restated Declaration of Condominium this 15th day of September, 1993.

WITNESSES:

Diane Bass Grestwood
DIANE BASS GRESTWOOD
Kenneth D. Morse
KENNETH D. MORSE

Diane Bass Grestwood
DIANE BASS GRESTWOOD
Kenneth D. Morse
KENNETH D. MORSE

REEVES HOUSE, A CONDOMINIUM

BY: Barbara C. Thomas
BARBARA C. THOMAS President

Attest:

BY: Sandra L. Parmele
Sandra L. Parmele Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of September 1993, by Barbara C. Thomas as President of REEVES HOUSE, A CONDOMINIUM, who is personally known to me, and he/she acknowledged before me that he/she read and executed the same and that the facts contained therein are true and correct.

WITNESS my hand and official seal in the state and county first above written.

Kenneth D. Morse
NOTARY PUBLIC

Kenneth D. Morse
(Print Name)
My Commission Expires:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of September 1993, by Sandra L. Parmele as Secretary of REEVES HOUSE, A CONDOMINIUM, who is personally known to me, or and he/she acknowledged before me that he/she read and executed the same and that the facts contained therein are true and correct.

WITNESS my hand and official seal in the state and county first above written.

Kenneth D. Morse
NOTARY PUBLIC

Kenneth D. Morse
(Print Name)
My Commission Expires:

RECORDED & RETURNED
Martha A. Hynes
County Comptroller, Orange Co., FL

NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES