

JEFFERSON PINES II CONDOMINIUM ASSOCIATION DOCUMENTS

- **DECLARATION OF CONDOMINIUM**
- **ARTICLES OF INCORPORATION**
- **BYLAWS**

DECLARATION OF CONDOMINIUM
OF
JEFFERSON PINES II
a Condominium

O.R. 1753 PG 1695

MADE this 14th day of February, 1985, by STRONG BUILDERS, INC., a Florida corporation and T.A. HAMILTON, P.A., a Florida professional corporation, (jointly hereinafter referred to as the "Developer"), for each, its and their grantees, designees, successors, substitutes and assigns.

WHEREIN, the Developer makes the following declarations,

ARTICLE 1:
Purpose

1.1) The purpose of this Declaration is to submit, and the Developer hereby submits, the fee simple title to the land described in Exhibit "A", Sheet 1 as Phase 1 to this instrument, all easements appurtenant thereto and the improvements now and hereafter constructed thereon to the Condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as most recently amended (herein called the "Condominium Act").

ARTICLE 2.
Identification

2.1) Name and Address. The name by which this Condominium property is to be identified is JEFFERSON PINES II, a Condominium, and its address is 700 North Jefferson Avenue, City of Sarasota, County of Sarasota, Florida, 33577.

2.2) Phased Development. This Condominium is a phase condominium project that is being developed in phases and may ultimately consist of four (4) phases designated Phase 1, 2, 3 and 4. Only Phase 1 as described in Exhibit "A" is being submitted to condominium ownership at this time. However, Phases 2, 3 and 4, as hereinafter described, may be added to and become a part of this Condominium, in the sole and absolute discretion of the Developer, pursuant to and in accordance with the terms and conditions of this Declaration as more particularly hereafter set forth in Article 4.2) hereof.

2.3) The Land. The legal description of the lands, owned by the Developer in fee simple, which are hereby submitted to the Condominium form of ownership at this time, are the lands lying in Sarasota County, Florida, more particularly described in Exhibit "A", Sheet 1 as Phase 1 attached hereto and made a part hereof (which lands are herein called the "Lands"), together with and subject to the easements, encumbrances, restrictions and other matters set forth therein or hereinafter described in this Declaration or any of the Exhibits hereto.

ARTICLE 3.
Definitions

3.1) Assessment. Assessment means a share of the funds required for the payment of the common expenses, which from time to time is assessed against the Unit Owner.

3.2) Association. Association means JEFFERSON PINES II CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, which is responsible for the operation and management of all phases of the Condominium, and its successors and assigns.

3.4) Buildings. Buildings means the structures on the condominium property in which the units are located, regardless of the number of such structures.

3.5) Bylaws. Bylaws means Bylaws of the Association mentioned above as they exist from time to time.

3.6) Common Elements. Common elements means the portions of the Condominium property not included in the Units as more particularly identified at Paragraph 4.13) hereinafter and shall include: (a) the portions of the Condominium property not included in the Units; (b) tangible personal property required for the management, maintenance, repair and operation of the common elements even though owned by the Association; (c) other items as stated in the Condominium Act; (d) easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units in the common elements; (e) the property and installations (other than those owned by a utility providing the service) required for the furnishing of utilities and other services to more than one (1) Unit or to the common elements.

3.7) Common Expenses. Common expenses mean all the expenses and assessments properly incurred by the Association for the Condominium and all expenses for which unit owners are liable to the Association and include, but are not limited to, the following:

(a) Costs and expenses. Costs and expenses of maintenance, operation, repair or replacement of the common elements (including limited common elements, except as otherwise hereinafter declared to be obligations of one or more particular units), and of the portions of Units to be maintained by the Association, including but not limited to:

(i) Fire, other casualty, flood, liability, Workmen's Compensation and other insurance as provided herein.

(ii) Administrative costs of the Association, including professional fees and expenses.

(iii) Costs of water service, the operation, replacement, repair and maintenance of the water distribution system and facilities, sewage service, the operation, replacement, repair and maintenance of sewage collection facilities and drainage facilities, garbage collection and trash removal, pest control, cable T.V. (but only the cost of one outlet per Unit), and of other utilities which are not metered to the individual Condominium Units.

(iv) Labor, materials and supplies used in conjunction with the operation, replacement, repair and maintenance of common elements (including the swimming pool, cabana and any limited common elements, except as otherwise hereinafter declared to be obligations of one or more particular Units.

(v) The cost of such additional land, improvements and personal property as may be purchased and added to the Condominium as common elements by the Association through action of the Board of Administration.

(vi) Damages to the Condominium property in excess of insurance coverage.

(vii) Expenses of management of the Condominium, including the following:

(1) Salary of a manager, if any, his assistants and agents,

(2) Management fees payable to an outside management company, if any, and

(3) Other expenses incurred in the management of the Condominium property.

(viii) All outlays, costs and expenses, if any, incurred by the Association in connection with the purchase, operation, maintenance and repair of a Unit to house a resident manager, including without limitation, debt service, utilities, taxes and the share of common expenses otherwise allocable to such Unit.

(ix) All other costs and expenses that may be duly incurred by the Association through its Board of Administration from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.

(b) Expenses declared common expenses by provisions of the Condominium Act, this Declaration or the Bylaws.

(c) Any valid charge against the Condominium property as a whole.

(d) The cost and expense of maintaining, repairing and replacing all heating and air-conditioning equipment serving a particular Unit (whether such equipment is located inside or outside of the Unit) shall not be a common expense but shall be the individual expense of the owner of the Unit being served by such equipment. The cost and expense of maintaining, repairing and replacing all lines and conduits running from any such equipment located outside a Unit to the Unit being served by such equipment shall be a common expense.

3.8) Common Surplus. Common surplus means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

3.9) Condominium. Condominium means all of the Condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.10) Definitions. The terms used in this Declaration and its Exhibits shall have the meanings stated in the Condominium Act and as herein provided, unless the context otherwise requires.

3.11) Developer. Developer means STRONG BUILDERS, INC., a Florida corporation and T.A. HAMILTON, P.A., a Florida professional corporation, their grantees, designees, successors, substitutes and assigns.

3.12) Institutional Lender or Institutional First Mortgagee. Institutional lender or institutional first mortgagee shall be construed to include but not be limited to banks, savings and loan associations, insurance companies, Massachusetts business trusts, real estate investment trusts, mortgage bankers, mortgage brokers and agencies of the U.S. Government, FNMA and FHLMK, their respective successors and/or assigns, the construction lender(s) for the condominium and the Developer holding a mortgage on a Unit or Units.

3.13) Limited Common Elements. Limited common elements shall mean those common elements, if any, which are reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units as specified herein.

3.14) Occupant. Occupant shall mean a person or persons in lawful possession of a Unit other than the owner or owners thereof.

3.15) Operation. Operation or Operation of the Condominium means and includes the administration and management of the Condominium property.

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

3.17) The Condominium. The Condominium or this Condominium, as and herein used from time to time, shall mean the apartment complex subjected hereby to condominium ownership, known as JEFFERSON PINES II, a Condominium. The term, The Condominium, shall also mean, where applicable, all phases hereof.

3.18) Unit. Unit means a part of the Condominium property which is to be subject to exclusive ownership. When used in a conveyance to a Unit, and elsewhere when the context permits, the word Unit shall include the appurtenances thereto which are elsewhere described.

3.19) Unit Owner. Unit Owner or Owner of a Unit means the owner of a Condominium parcel.

3.20) Utility Services. As used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration, Articles and Bylaws, utility services shall include, but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, cable TV and garbage, trash and sewage disposal.

3.21) Time-Share Estate. Means any interest in a Unit under which the exclusive right of use, possession, or occupancy of the Unit circulates among the various owners of time-share estates in such Unit in accordance with a fixed time schedule on a periodically recurring basis for a period of time established by such schedule.

3.22) Time-Share Unit. Means a share Unit in which time-share estates have been created.

ARTICLE 4. Development Plan

4.1) Development Plan. The Condominium is described and established as follows.

4.2) Phase Development Plan and Reservation. This Condominium is a Phase Condominium project pursuant to Section 718.403, Florida Statutes (1983). The Condominium may be developed in and may ultimately consist of a total of forty-one (41) Units located in four (4) Phases designated Phase 1, 2, 3 and 4, as more particularly described in Exhibit "A" annexed hereto and incorporated herein by reference. Phase 1 will consist of nine (9) Units and Phase 2, if developed and added to the Condominium, will consist of an additional twelve (12) residential Units, and Phase 3, if developed and added to the Condominium, will consist of an additional fourteen (14) residential Units, and Phase 4, if developed and added to the Condominium, will consist of an additional six (6) residential Units. Only Phase 1, as described in Exhibit "A", is being submitted to Condominium ownership at this time, and the Developer is under no obligation to develop the remaining Phases 2 through 4, inclusive, as part of this Condominium. However, the Developer hereby reserves the right, in its sole and absolute discretion, to add one or more Phases 2, 3 and 4 to the Condominium, in which event such additional Phases shall become a part of this Condominium and thereafter be merged with it and all Phases then submitted shall be operated as one Condominium.

Phase 1 will be completed on or before May 1, 1986, or within two (2) years from the date the first purchase agreement is signed, whichever first occurs, subject to acts of God and other causes beyond the control of the Developer. If the Developer elects to proceed with the development of Phase 2, 3 and/or 4 the last Phase to be completed and added to this Condominium will be on or before May 1, 1995. In the event any subsequent Phase 2, 3 or 4 is not added to this Condominium by the Developer on or before the aforesaid date, or in the event Developer prior to such date elects not to proceed with the development or creation of one or more of Phases 2, 3 and 4, and files a notice to this effect in the Public Records of Sarasota County, Florida, then the Units, common elements and land shown in that particular Phase will not become

part of the Condominium and will not share in the common elements, common expenses or common surplus of the then existing Phases creating one condominium, or in the voting rights of the Association, and the lands comprising that particular Phase or Phases, as more particularly described in Exhibit "A", shall be forever thereafter free and clear of all right, title, claim and interest of the Association and all Unit Owners and mortgagees and other lienors in the preceding Phases submitted and constituting one Condominium and shall not thereafter be subject to any of the terms or provisions of this Declaration, its exhibits or the Condominium plat.

With consent of record owners of Units and liens on Units, Developer reserves the right to alter boundaries between Phases, to combine Phases and the buildings within each as one Phase and buildings for a total number of Units not greater than those originally proposed within each separate buildings of each Phase and possibly a lesser number than the original proposed total. Developer intends to add subsequent additional Phases in sequential order 2 through 4, consecutively or in combination thereof.

The lands which may become part of the Condominium and upon which each Phase may be built and the number and general size of the Units in each Phase is set forth in Exhibit "A".

In order to create Phase 2, 3 or 4 and add each to this Condominium, the Developer shall make, execute and record in the Public Records of Sarasota County, Florida, an amendment to this Declaration of Condominium and to the Condominium Plat attached as Exhibit "A". Such amendment adding a subsequent Phase need be executed only by the Developer and shall not require the consent, joinder or execution thereof by Unit Owners, their mortgagees or other lienors, or the Association. All grantees, contract vendees, mortgagees, other lienors, the Association and their respective heirs, personal representatives, successors and assigns do hereby irrevocably agree to the foregoing. Such amendment shall take effect at the time it is recorded in the Public Records of Sarasota County, Florida.

In the event Phase 2, 3 or 4 shall hereafter be added to this Condominium, each subsequent Phase when added will merge with and will become a part of the Condominium, and all common elements of both phases then added (including any common recreational facilities and areas within each Phase) shall be available for use by the Unit Owners and occupants in all Phases, except that some parking spaces in each Phase shall be limited common elements reserved for the exclusive use of Units in that particular Phase to the exclusion of the Units in other Phases of the Condominium.

As previously indicated, Phase 1 consists of nine (9) Condominium Units. Each Condominium Unit Owner in Phase 1 will own 1/9th of the common elements and the common surplus and will share and be responsible for 1/9th of the common expenses of this Condominium.

Phase 2, if completed and added to the Condominium, will consist of twelve (12) Units. At such time as Phase 2 is added to this Condominium by appropriate amendment as herein provided if that be the case, the two (2) Phases will then be considered as merged. Upon such merger, each Unit shall be vested with a 1/21st ownership of the common elements of the merged Phases, bear 1/21st of the common expenses of the merged Phases and be entitled to 1/21st share of the common surplus of the merged Phases, subject to change, however, if the Developer exercises its right, as set forth in Article 4.8) hereof, to change the boundary lines between two (2) abutting Units its owned by the Developer and to reallocate such equal shares in the common elements, common surplus and common expenses appurtenant to such two (2) abutting Units pursuant to such paragraph.

Phase 3, if completed and added to the Condominium, will consist of fourteen (14) Units. At such time as Phase 3 is added to this Condominium by appropriate amendment as herein provided if that be the case, the three (3) Phases will then be considered as merged. Upon such merger, each Unit shall be vested with a 1/35th ownership of the common elements of the merged Phases, bear 1/35th of the common expenses of the merged Phases and be entitled to 1/35th share of the common surplus of the merged Phases, subject to change, however, if the Developer exercises its right, as set forth in Article 4.8) hereof, to change the boundary lines between two (2) abutting Units its

owned by the Developer and to reallocate such equal shares in the common elements, common surplus and common expenses appurtenant to such two (2) abutting Units pursuant to such paragraph.

Phase 4, if completed and added to the Condominium, will consist of six (6) Units. At such time as Phase 4 is added to this Condominium by appropriate amendment as herein provided if that be the case, the four (4) Phases will then be considered as merged. Upon such merger, each Unit shall be vested with a 1/41st ownership of the common elements of the merged Phases, bear 1/41st of the common expenses of the merged Phases and be entitled to 1/41st share of the common surplus of the merged Phases, subject to change, however, if the Developer exercises its right, as set forth in Article 4.8) hereof, to change the boundary lines between two (2) abutting Units its owned by the Developer and to reallocate such equal shares in the common elements, common surplus and common expenses appurtenant to such two (2) abutting Units pursuant to such paragraph.

Each Unit Owner in each phase will automatically be entitled to membership in the Association and each Unit in each Phase shall be entitled to one vote in the Association, as set forth in the Declaration and the Articles and Bylaws of the Association.

If only Phase 1 is developed, each Unit will have one (1) vote out of nine (9). If Phase 2 is created and added to the Condominium, each Unit in the merged two (2) Phases will have one (1) vote out of twenty-one (21), which results in the dilution of the voting rights of the Units in Phase 1 that would have existed if only Phase 1 had been developed. If Phase 3 is created and added to the Condominium, each Unit in the merged three (3) Phases will have one (1) vote out of thirty-five (35), which results in the dilution of the voting rights of the Units in Phases 1 and 2 that would have existed if only Phases 1 and 2 had been developed. If Phase 4 is created and added to the Condominium, each Unit in the merged four (4) Phases will have one (1) vote out of forty-one (41), which results in the dilution of the voting rights of the Units in Phases 1, 2 and 3 that would have existed if only Phases 1, 2 and 3 had been developed.

The recreational facilities and areas to be owned as common elements by all unit owners will consist of one (1) outdoor swimming pool with deck area and cabana. These recreational facilities will be provided only upon submission of proposed Phase 4 to the condominium. None of these recreational facilities or areas in proposed Phase 4 will be built or provided if Phase 4 is not developed and added as part of the Condominium.

The swimming pool proposed in Phase 4, if built and the Phase submitted to Condominium, will be equipped with an approved commercial filter system, one ladder, a hook and safety line with a float and a water testing kit whirlpool. Poolside furniture or other pool equipment shall be provided by Developer at its sole discretion up to a cost of \$1,000 maximum. The pool cabana will include recreation room, pool equipment storage room, and men and women restrooms.

4.3) Developer's Absolute Right to Modify Subsequent Phases. With consent of record owners of Units and liens on Units, the Developer hereby reserves the right to modify, change and amend the height, design, size, layout, configurations, number and locations of all units, buildings and other improvements in Phases 2 through 4, inclusive, at any time prior to the time such Phase is developed and added to the Condominium. In the event the Developer elects to proceed with the creation and development of Phases 2 through 4, inclusive, until such time as the Units and other improvements within such Phase are substantially completed and added to the Condominium by appropriate amendment as herein provided, the Units within Phase 2 through 4, inclusive, shall not be responsible for any assessments for common expenses and no portion of the common expenses nor liability or assessments for the same shall be allocated to such Units until such time.

4.4) Survey Graphic Description of Improvements and Plot Plan of Phase 1. A survey of the land in Phase 1, the improvements in which the Units included are located and the other improvements and a plot plan locating the improvements thereon and identifying the common elements and each Condominium Unit in Phase 1 and providing accurate representations of their locations and dimensions appear as those portions of Exhibit "A" that are designated as Phase 1.

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4.5) Survey, Graphic Description of Improvements and Plot Plan of Phases 2 through 4. A survey of the land proposed to be included in Phases 2 through 4, inclusive, a graphic description of the improvements in which the Units in Phase 2 through 4, inclusive, are proposed to be located and the other improvements proposed for Phases 2 through 4, inclusive, and a proposed plot plan of Phases 2 through 4, inclusive, approximately locating the common elements and each Condominium Unit proposed for Phases 2 through 4, inclusive, and providing appropriate representations of their approximate proposed locations and dimensions (subject, however, to the Developer's right to modify Phases 2 through 4, as reserved in Article 4.3) hereof) appear as those portions of Exhibit "A" that are designated Phase 2 through 4.

4.6) Easements. Each of the following easements are hereby granted, reserved or otherwise created in favor of the Developer, its grantees, successors and assigns (and in favor of other public or franchised utility companies, but as to such utility companies only where expressly specified) and are covenants running with the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium.

(a) Utilities and Drainage. Drainage easements and easements for all water, sewer, electrical, telephone, cable tv and other utility lines and mains and drainage ditches, lines and structures, previously, now or hereafter providing service to the Condominium and all Phases thereof, the installation, repair, maintenance and replacement thereof and as may subsequently be required for utility services in order to adequately serve the Condominium and all Phases thereof, provided, however, easements through a Unit shall only be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner. The foregoing utility easements are and shall also be in favor of all utility companies servicing the Condominium.

(b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, jogging paths, bicycle paths, other paths, walks and lanes, as the same may from time to time exist upon the common elements; and for the vehicular traffic over, through and across such portion of the common elements as may be from time to time paved and other portions of the common elements intended for such purposes; but the same shall not give or create in any person the right to park upon any portions of the Condominium property except those intended to be used for such purposes and reasonably suited therefor. These easements are expressly also reserved for the benefit of the lands included in any subsequent phase of the Condominium and the Unit Owners in any subsequent phase.

(c) Easement for Unintentional and Non-Negligent Encroachments. If a Unit shall encroach upon any common element or upon any other Unit by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(d) Other Phase 1 Easements. Other easements, if any, over, upon, through and across the lands comprising Phase 1, as set forth in Exhibit "A".

(e) Subsequent Phase Easements. All the easements shown on Exhibit "A" over, upon, through and across the lands that may comprise Phases 2 through 4, and all other easements heretofore set forth with respect to such lands, except for those existing easements recorded in the Public Records of Sarasota County, Florida, prior to the date hereof, shall become effective only from and after the date each Phase 2 through 4 is added to the Condominium by appropriate amendment, notwithstanding anything herein contained to the contrary.

(f) Maintenance and Repairs. The right to enter over, through and upon all the Condominium property for the purpose of maintaining, repairing and replacing any portions of the Condominium that are the responsibility of the

Association; provided, however, that entry upon a Unit except in the case of an emergency shall be permitted only with the consent of the Unit Owner or pursuant to legal process.

(g) Reservation of Rights in Developer. Until such time as Developer has completed the Condominium together with the construction of all permitted improvements, and sold all of the Units contained within the Condominium property, easements, including but not necessarily limited to ingress and egress, are hereby reserved and shall exist through and over the Condominium property as may be required, convenient or desirable by Developer for the completion of the contemplated development of the Condominium and the permitted improvements thereto, and the sale of the Units. Likewise, such easements are also reserved to the Developer for the development of adjacent lands of Developer not becoming part of this Condominium. Neither the Unit Owners nor the Association shall interfere in any manner whatsoever with such completion and sale by Developer.

4.7) Developer's Right to Create Additional Easements. The Developer, and its successors as Developer, retain the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any Unit Owner, mortgagee, lienor, or of the Condominium Association, reasonable easements upon the Condominium property for drainage or public utility purposes and for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public ways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements, by the filing among the Public Records of Sarasota County, Florida, a written instrument to that effect, from and after the recording of which the Developer and its successors and assigns as Developer shall no longer have the powers and authorities reserved or granted in this Paragraph 4.7).

4.8) Alteration of Boundaries Between and Size of Abutting Units and Interior Design and Layout of Units by Developer. With consent of all record owners of Units and liens on Units, the Developer hereby reserves the right to modify, move, amend or change the boundaries between abutting Units in any Phases of the Condominium in such a manner as to, amongst other things, include additional rooms or spaces in one Unit and to exclude them from the other and to increase the size of one such Unit and to decrease the size of the other so long as the Developer shall own such abutting Units.

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

In either case, in the event any Unit to be so altered is encumbered, then the written consent and approval of such mortgagee(s) shall first be obtained.

4.9) Amendment of Declaration by Developer to Reflect Alteration of Boundaries Between or Interior Design of Units. The Developer shall reflect such a movement or change in the boundaries between such abutting Units, the size of such abutting Units or the interior design, layout or arrangement of any Units owned by the Developer by filing an amendment to the Condominium plat prepared by a licensed Florida surveyor and an Amendment to the Condominium Declaration. Such Amendment to the Declaration respecting interior design arrangement of a Unit(s) need be signed only by the Developer, and such Amendment to the Plat need be signed only by a licensed Florida surveyor, but any such other Amendment need be signed also by the Association, any Unit Owner, mortgagee, holding a mortgage on a Unit(s). In the event such an Amendment changes the boundary lines between two (2) abutting Units, such Amendment to the Declaration shall also redistribute between the two (2)

Units involved the interest in the common elements and share of the common surplus and common expenses previously assigned to the two (2) Units, in such a manner that the totals of these items as reassigned to the two (2) modified Units as a whole shall equal the same totals of these items previously assigned to the two (2) Units as a whole before such modifications.

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

Such Amendment to the Condominium Plat shall be executed only by a licensed Florida land surveyor, and shall be filed in the Condominium Plat Book of Sarasota County, Florida.

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

4.10) Amendment to Declaration to Reflect Substantial Completion. All persons acting with reference to this Condominium and all Phases hereof, whether as contract purchasers, grantees, mortgagees, lienors or otherwise, acknowledge and agree that if at the time of the execution and recording of this Declaration and the Exhibits attached hereto and the Condominium Plat the Condominium or any Phase hereof is not substantially completed, they agree for themselves and their heirs, grantees, personal representatives, successors and assigns that Developer by itself has the right to amend this Declaration and the Exhibits as may be necessary or desirable from time to time to identify, locate and dimension the improvements, Units and common elements as and when the construction of each Phase hereof is substantially completed. At such time as the construction of each Phase is substantially completed, the Declaration shall be amended to reflect such substantial completion and to include the certificate required by Section 718.104(4)(e), Florida Statutes. Such an Amendment when signed and acknowledged by the Developer shall constitute an amendment of this Declaration, without approval of the Association, other Unit Owners or contract vendees, lienors or mortgagees of Units or of the Condominium or any other person, whether or not elsewhere required for amendment. In the event of any variation between the actual situs of a Unit, building or other improvement on the Condominium property and that shown on Exhibit "A", the actual situs of the Unit, building or other improvement shall prevail.

4.11) Improvements. If all Phases of the condominium are completed, the condominium will include:

(a) Phase 1. Nine (9) Units within Phase 1 are located in the three (3) Buildings shown within Exhibit "A".

The common elements include all portions of the Buildings except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase 1 on Exhibit "A". These Units, the Buildings and and other remaining improvements are located substantially as shown on Exhibit "A".

(b) Phase 2. If the Developer elects to proceed with the development of Phase 2, and subject to the Developer's right reserved in Article 4.3) hereof, to change the size, height, design, configuration, layout, number and location of all Units, buildings and improvements within Phase 2, the twelve (12) Units in Phase 2 will be located in the four (4) Buildings shown within Exhibit "A".

The common elements include all portions of the Buildings (except the Units therein), portions of the parking areas not assigned as limited common elements to the Units within the Buildings, lawn and landscaping and any other remaining improvements and facilities shown as part of Phase 2 on Exhibit "A". These Units, the Buildings and and other remaining improvements are located substantially as shown on Exhibit "A".

(c) Phase 3. If the Developer elects to proceed with the development of Phase 3, and subject to the Developer's right reserved in Article 4.3) hereof, to change the size, height, design, configuration, layout, number and location of all Units, buildings and improvements within Phase 3, the fourteen (14) Units in Phase 3 will be located in the five (5) Buildings shown within Exhibit "A".

The common elements include all portions of the Buildings except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping and any other remaining improvements and facilities shown as part of Phase 3 on Exhibit "A". These Units, the Buildings and and other remaining improvements are located substantially as shown on Exhibit "A".

(d) Phase 4. If the Developer elects to proceed with the development of Phase 4, and subject to the Developer's right reserved in Article 4.3) hereof, to change the size, height, design, configuration, layout, number and location of all Units, buildings and improvements within Phase 4, the six (6) Units in Phase 4 will be located in the two (2) Buildings shown within Exhibit "A".

The common elements include all portions of the Buildings except the Units therein, portions of the parking areas not assigned as limited common elements to the Units within the Building, the lawn and landscaping, the swimming pool, deck and cabana, and any other remaining improvements and facilities shown as part of Phase 4 on Exhibit "A". These Units, the Buildings and and other remaining improvements are located substantially as shown on Exhibit "A".

4.12) Unit Boundaries. Each Unit shall include that part of the Building containing the Unit which lies within the boundaries of the Unit, which boundaries shall be determined in the manner set forth within Page 2 of Exhibit "A", and in addition thereto respecting the perimetrical boundaries of the Unit, when there is attached to the Unit a loggia, terrace, patio, canopy, or other portion of the building serving only the Unit being bounded, such boundary shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon, and additionally, all windows, screens and doors shall be included within the boundaries of the Unit.

4.13) Common Elements. The common elements of the Condominium include the land and all other parts of the Condominium not within the Units and include, but are not limited to, the following items:

(a) Any utility areas and installations of all utility services which are available to more than one Unit or to the common elements and which are not owned by the respective utility companies.

(b) All planting areas and planters (outside of Units), lawns, trees, grass and shrubs, pool, cabana.

(c) All driveways, sidewalks, and other means of ingress and egress to the Units, except as hereafter provided as a limited common element.

(d) All mechanical equipment outside the respective Condominium Units, but not the heating and air-conditioning equipment serving each Unit.

(e) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system and all other ducts, conduits, cables, wire or pipe not within the Units and those within the Units but serving more than one Unit which are not owned by the respective utility companies.

(f) All tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners.

(g) All structural beams, posts and members, pipe chases and duct chases within a Unit and an easement of support in any portion of a Unit which contributes to the support of the building.

(h) Alterations, additions and further improvements to the common elements.

(i) Any lands owned by the Association and submitted to condominium ownership by an amendment to this Declaration approved and executed as provided herein for amendments generally, pursuant to the provisions of Section 718.110(6), Florida Statutes.

(j) Any lands and improvements as above described which are added as subsequent phases to this condominium pursuant to Section 718.403, Florida Statutes, as provided herein.

4.14) Restraint Upon Separation and Partition of Common Elements.

(a) The undivided share in the common elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described.

(b) The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with a Unit.

(c) The shares in the common elements appurtenant to Units are undivided, and no action or partition of the common elements shall lie.

The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements, except the limited common elements and except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association Board of Administration, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners.

4.15) Limited Common Elements. The limited common elements of the Condominium are as follows:

(a) Automobile Parking Spaces:

(i) Phase 1: There are a total of seventeen (17) parking spaces in Phase 1, pertaining to the nine (9) Condominium Units. The Developer shall assign one (1) parking space to each Unit and thereafter each such space so assigned shall be a limited common element appurtenant to the Unit to which it has been assigned and shall be for the exclusive use and enjoyment of the Owner/occupant of such Unit. The exact location and designation of each such assigned parking space within Phase 1 is shown within the plot plan for Phase 1 as the parking space number corresponds to each Condominium Unit number within Phase 1. Each such space so assigned may thereafter be transferred only in connection with the sale, lease or transfer of the Unit to which it has been assigned, unless the written consent of the Association to do otherwise is first obtained. A sale or transfer of a Unit to which a particular parking space has been assigned shall automatically, without specifically mentioning such space and without any further instruments being filed, also reassign the space appurtenant to such Unit to the new owner.

(ii) Phase 2: There are a total of twenty-five (25) parking spaces in Phase 2, pertaining to the twelve (12) Condominium Units. The Developer shall assign one (1) parking space to each Unit and thereafter each such space so assigned shall be a limited common element appurtenant to the Unit to which it has been assigned and shall be for the exclusive use and enjoyment of the Owner/occupant of such Unit. The exact location and designation of each such assigned parking space within Phase 2 is shown within the plot plan for Phase 2 as the parking space number corresponds to each Condominium Unit number within Phase 2.

Each such space so assigned may thereafter be transferred only in connection with the sale, lease or transfer of the Unit to which it has been assigned, unless the written consent of the Association to do otherwise is first obtained. A sale or transfer of a Unit to which a particular parking space has been assigned shall automatically, without specifically mentioning such space and without any further instruments being filed, also reassign the space appurtenant to such Unit to the new owner.

(iii) Phase 3: There are a total of twenty-six (26) parking spaces in Phase 3, pertaining to the fourteen (14) Condominium Units. The Developer shall assign one (1) parking space to each Unit and thereafter each such space so assigned shall be a limited common element appurtenant to the Unit to which it has been assigned and shall be for the exclusive use and enjoyment of the Owner/occupant of such Unit. The exact location and designation of each such assigned parking space within Phase 3 is shown within the plot plan for Phase 3 as the parking space number corresponds to each Condominium Unit number within Phase 3. Each such space so assigned may thereafter be transferred only in connection with the sale, lease or transfer of the Unit to which it has been assigned, unless the written consent of the Association to do otherwise is first obtained. A sale or transfer of a Unit to which a particular parking space has been assigned shall automatically, without specifically mentioning such space and without any further instruments being filed, also reassign the space appurtenant to such Unit to the new owner.

(iv) Phase 4: There are a total of seventeen (17) parking spaces in Phase 4, pertaining to the six (6) Condominium Units. The Developer shall assign one (1) parking space to each Unit and thereafter each such space so assigned shall be a limited common element appurtenant to the Unit to which it has been assigned and shall be for the exclusive use and enjoyment of the Owner/occupant of such Unit. The exact location and designation of each such assigned parking space within Phase 4 is shown within the plot plan for Phase 4 as the parking space number corresponds to each Condominium Unit number within Phase 4. Each such space so assigned may thereafter be transferred only in connection with the sale, lease or transfer of the Unit to which it has been assigned, unless the written consent of the Association to do otherwise is first obtained. A sale or transfer of a Unit to which a particular parking space has been assigned shall automatically, without specifically mentioning such space and without any further instruments being filed, also reassign the space appurtenant to such Unit to the new owner.

(v) Developer expressly reserves the right upon request of the particular Unit Owner, if a parking space be then uncovered, to convert by appropriate construction with the same materials and to the same quality as the then existing previously covered spaces, the particular parking space to a covered space at a cost to be paid solely by the requesting Unit Owner, and expressly reserves the right to determine which of the remaining available uncovered parking spaces shall be covered and the time for such construction to occur.

4.16) Time-Share Estates. Time-share estates will not be created with respect to Units within any Phases of the Condominium.

ARTICLE 5.
The Units

5.1) The Units. The Units of the Condominium are more particularly described and the rights and obligations of their owners are established as hereinafter provided.

5.2) Types of Units. Two (2) types of Unit are initially planned and established for construction within Phases 1 through 4, inclusive, as hereinafter more particularly set forth. A typical floor plan for such Units are included as part of Exhibit "A," Sheet 2 thereof. The Developer, in Article 4.8) of this Declaration, however, has reserved the right to alter the boundaries between Units and to modify the interior design or layout of Units so long as the Developer owns the Unit(s) being altered or modified. The Developer has also reserved the right, in Article 4.3) hereof, to modify the size, height, configuration, design, layout and location of the Units, buildings and improvements in Phases 2 through 4, inclusive, should the Developer elect its option to proceed with the development of those Phases.

(a) Phase 1: 9 Units

<u>Type</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Approximate square footage</u>
Washington	2	2	936
Franklin	2	2	936

(b) Phase 2: 12 Units

<u>Type</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Approximate square footage</u>
Washington	2	2	936
Franklin	2	2	936

(c) Phase 3: 14 Units

<u>Type</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Approximate square footage</u>
Washington	2	2	936
Franklin	2	2	936

(d) Phase 4: 6 Units

<u>Type</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Approximate square footage</u>
Washington	2	2	936
Franklin	2	2	936

5.3) Unit Identification. Each Unit is identified by a three digit number. Units 702, 704, 706, 708, 710, 712, 714, 716 and 718 comprise Phase 1; Units 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740 and 742 comprise Phase 2; Units 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768 and 770 comprise Phase 3; and Units 772, 774, 776, 778, 780 and 782 comprise Phase 4.

These numbered Units within these Buildings within this first Phase which constitute a designated type of Unit are identified for each Unit in Phase 1, and are located substantially as shown in Exhibit "A."

All numbered Units within the Buildings within proposed subsequent Phase 2 through 4, inclusive, if Developer elects to proceed with the development of these subsequent Phases and to add one or more to the Condominium, which constitute a designated type of Unit are identified and each Unit will be located substantially as shown on Exhibit "A".

5.4) Appurtenances to Units. The Owner of each Unit shall own a share and certain interests in the Condominium property, which share and interest are appurtenant to his Unit, including but not limited to the following items that are appurtenant to the Units as indicated:

(a) Common Elements and Common Surplus. The undivided share in the land and other common elements of the Condominium and in the common surplus which are appurtenant to each Unit are set forth in Article 4.2) hereof.

(b) Association Membership. The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.

(c) Parking Space. The exclusive use of the parking space(s) assigned to such Unit by the Developer.

(d) Easement For Air Space. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in air space which is vacated shall be terminated automatically.

5.5) Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the common expenses and assessments, such share being set forth in Article 4.2) hereof.

5.6) Date for Commencement of Assessments of Common Expenses Against Residential Units. No portion of the common expenses nor liability for the same shall be assessed against any Unit not submitted to the Condominium. Each Unit shall commence bearing its proportionate share of common expenses upon the creation of this Condominium by recording of the Declaration of Condominium or Amendment thereto for the Phase within which the Unit is situate.

5.7) Guarantee of Amount of Assessments for Common Expenses. The Developer is guaranteeing commencing with the recording of the Declaration of Condominium that the assessments for common expenses will not exceed \$68.47 per month until December 31, 1986, or date Developer shall transfer Association control, whichever shall first occur, and is obligated to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receiveable from other Unit Owners. Thereafter, the Developer is not guaranteeing in any manner that the assessments for common expenses imposed upon the Unit Owners will not increase from time to time.

5.8) Requirements to Obtain Association Consent for Construction of Screened Patio Enclosure.

(a) The construction of a screened enclosure by the Developer or a Unit Owner shall upon completion thereof become a part of the Unit pursuant to Article 4, Paragraph 4.12 thereof.

(b) The construction of a screened patio enclosure by a Unit Owner subsequent to conveyance of title to the Unit from the Developer shall require presentation to the Board of Administration of the Association or its lawfully appointed committee of such plans as truly depict the configuration, dimensions, and nature of materials for the proposed screened enclosure and the subsequent review and issuance of a written approval from the Board of Administration or its lawfully appointed committee prior to application for building permit and commencement of construction of the proposed screened enclosure by the Unit Owner, his contractor, or other agent. The screened enclosure shall be pursuant to the design, dimensions, and shall incorporate the materials previously used for construction. Upon receipt by the Board of Administration or its lawfully appointed committee of complete plans in compliance therewith, approval of the construction shall be issued in writing by the Board or its lawfully appointed committee to the Unit Owner. Any application to any governmental authority for a permit for construction shall be accompanied by the written consent from the Board or its lawfully appointed committee. Neither the Board nor any member thereof nor the lawfully appointed committee nor any member thereof shall be liable to any contractor, subcontractor, or material man or to any person claiming injury to person or property as a result of such construction. Until Developer shall transfer control of the Association, it shall be the only contractor party authorized to construct the screened enclosure patio area.

(c) Construction of any proposed screened enclosure shall be pursuant to the then applicable provisions of the City of Sarasota Building Code

and Zoning Ordinance as adopted from time to time hereafter and it shall be the obligation of the Unit Owner proposing the construction in the submission of plans pursuant to this Amendment to incorporate such provisions respecting construction and if such construction shall require any variance, no application shall be complete unless and until it shall be accompanied by the appropriate governmental authority of the City of Sarasota, Florida. Upon commencement of construction, all construction shall proceed in a reasonably diligent manner so as to be completed as soon as is practicably possible with the Unit Owner, his contractor, or other agent at all times maintaining as practicably as possible, storage of materials within the particular construction area and the maintenance of the adjoining Units and common elements free from building materials, debris, and obstruction to access, light, air, or visibility.

ARTICLE 6.

Maintenance, Alteration and Improvement

6.1) Maintenance, Alteration and Improvement. The responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement thereof shall be as hereinafter provided.

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

(a) All portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to outside walls of buildings, roofs, floor and ceiling joists and slabs and load-bearing columns and load-bearing walls;

(b) All conduits, ducts, pipe chaser and duct chaser, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit that service part or parts of the Condominium other than or in addition to the Unit within which contained;

(c) All of the common elements and limited common elements;

(d) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association;

(e) All portions of the lawn, landscaping and irrigation system, if any is installed by Developer or Association.

6.3) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(a) To maintain, repair and replace, at his expense, all portions of his Unit (except the portions to be maintained, repaired and replaced by the Association), including, but not limited to: paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling; all built-in shelves, cabinets, counters, storage areas and closets; all refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus; all landscaping and plantings located within the interior of a unit; all interior doors; non-load bearing and non-structural partitions and room dividers; and all furniture, furnishings and personal property contained within the respective unit. In the event an owner fails to properly maintain and repair his unit, the Association, at the direction of the Board of Administration, may make such repairs as the Board may deem necessary and the cost thereof shall be assessed against such defaulting Unit Owner. The Association shall have a lien against a Unit for the cost of any repairs it shall make thereto, to the same extent as is provided by the Condominium Act any unpaid assessments, plus interest at the rate of ten percent (10%) per annum and reasonable attorneys' fees incurred by the Association in the collection thereof. Such work shall be done without disturbing the rights of other Unit Owners.

(b) To maintain, repair and replace, at his expense, all air-conditioning and heating equipment serving his Unit, whether located inside or outside of the boundaries of his Unit.

AD
OPP
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This Instrument Prepared
And Recorded By
C. JOHN CHAMBERLAIN
B. P. & S.
P. O. BOX 49675
Sarasota, Florida 34230

CERTIFICATE OF AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF
JEFFERSON PINES II, A CONDOMINIUM
AND TO BYLAWS OF
JEFFERSON PINES II CONDOMINIUM
ASSOCIATION, INC.

BOOK 2411
PAGE 1687

THE UNDERSIGNED officers of Jefferson Pines II Condominium Association, Inc., a Florida not-for-profit corporation, organized and existing to operate and maintain Jefferson Pines II, a Condominium, according to the Declaration thereof as recorded in O.R. Book 1753, Page 1695, et seq., in the Public Records of Sarasota County, Florida, hereby certify that the following amendments to the Declaration of Condominium were adopted by not less than seventy (70%) percent of the entire membership of the Association at a membership meeting held on May 8, 1992. The undersigned further certify that the following amendments to the Bylaws of the corporation, as recorded in O.R. Book 1753, Page 1740, et seq., of the Public Records of Sarasota County, Florida, were adopted by not less than seventy (70%) of the entire membership of the Association at the same meeting. Finally, the undersigned certify that all amendments were duly proposed and adopted in accordance with the requirements of the condominium documents, and Florida law.

(Additions indicated by underlining, deletions by ---, unaffected language by . . .)

DECLARATION OF CONDOMINIUM

ARTICLE 7.
Assessments

...

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7.4. Interest, Late Charge, Application of Payments. Assessments and installments of such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen twelve percent (18%) (12%) per annum from the date when due until paid. ~~All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the general expense account.~~ In addition to such interest, the Association may charge an administrative late fee in the amount of the greater of \$25.00, or 5% of each installment of the assessment, or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent installment. This administrative late fee shall be secured by the Association's lien rights. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to the administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

7.5. Lien for Assessments. There shall be a lien for unpaid assessments with interest and late charges as provided by the Condominium Act on each Unit and all improvements thereon which shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or preparation, enforcement and foreclosure of such lien, whether suit is filed or not and whether for negotiations, trial, appellate or other legal services.

...

(The remaining provisions of Article 7 are unchanged.)

(c) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit.

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

6.4) Alteration and Improvement. Except as elsewhere specifically reserved to the Developer, neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Unit, or impair any easements, without first obtaining the approval in writing of owners of all Units in which such work is to be done, and the approval of the Board of Administration of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State, shall be filed with the Association prior to the start of the work.

6.5) Alteration and Improvements of Common Elements. After the completion of all the improvements included in the common elements of all phases which are contemplated by this Declaration, or which may be added or constructed by the Developer prior to May 1, 1995, and except for the Developer's reserved rights set forth in Articles 4.3) and 4.9) hereof, there shall be no alteration or further improvement of common elements without prior approval in writing of seventy percent (70%) of all of the Unit Owners; provided, however, that any alteration or improvement of the common elements bearing the approval in writing of not less than fifty percent (50%) of the Unit Owners and which does not prejudice the rights of any Unit Owners without their consent, may be done if the Unit Owners who do not approve are relieved from the initial cost thereof. There shall be no change in the shares and rights of a Unit Owner in the common elements which are altered or further improved, whether or not the Unit Owner contributes to the cost thereof.

ARTICLE 7. Assessments

7.1) Assessments. The making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the Bylaws and subject to the provisions hereinafter provided.

7.2) Share of Common Expenses. Each Unit Owner shall be liable for the share of the common expenses set forth in Article 4.2) hereof.

7.3) Annual Budget of Common Expenses. ~~The Annual Budget of Common Expenses shall be adopted by the Board of Administration of the Association.~~

7.4) Interest; Application of Payments. Assessments and installments of such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of twelve percent (12%) per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the general expense account.

7.5) Lien for Assessments. There shall be a lien for unpaid assessments with interest as provided by the Condominium Act on each Unit and all improvements thereon which shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or preparation, enforcement and foreclosure of such lien, whether suit is filed or not and whether for negotiations, trial, appellate or other legal services.

7.6) Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the owner of a Unit subject to the lien shall be required to pay reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same.

7.7) Continuing Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner. In any voluntary conveyance, the grantee shall be jointly and severally liable with the grantor

for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the Unit for which the assessments are made.

ARTICLE 8.
Association

8.1) Association. The operation of the Condominium and all Phases thereof shall be by JEFFERSON PINES II CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth.

8.2) Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "B".

8.3) Bylaws. The administration of the Association and the operation of the Condominium property shall be governed by the Bylaws, a copy of which is attached as Exhibit "C".

8.4) Powers. The Association shall have all of the powers and duties reasonably necessary to operate the Condominium property as set forth in the Condominium Act, this Declaration and the Articles of Incorporation and Bylaws of the Association, and as the same may be amended. It shall also have the power subsequent to the recording of this Declaration to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in real and personal property, including, but not limited to country clubs, club houses, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of Unit Owners and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and may make such covenants and restrictions respecting the use of the facilities not inconsistent with the Condominium Act as may be desired. The Association shall also have the power to contract for the management of the Condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by this Declaration or by the Bylaws to have the approval of the Board of Administration or the membership of the Association.

8.5) Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Unit Owners for the injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other Owners or persons.

8.6) Restraint Upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, encumbered or transferred in any manner, except as an appurtenance to his Unit.

8.7) Approval or Disapproval of Matters. Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner in an Association meeting, unless the joinder of all record owners is specifically required by this Declaration, the Articles of Incorporation or the Bylaws.

8.8) Membership and Voting Rights. All Unit Owners in all phases of the Condominium are and must be members of the Association. The owner(s) of each Unit shall be entitled to cast one (1) vote for each Unit owned as provided in the Bylaws.

8.9) Developer's Right to Control and Manage Association During Development and Sales Period. Subject to Section 718.301, F.S. (1983), the Developer hereby reserves the right to control the management and operation of the

Condominium during the development and sales period for all Phases of the Condominium by electing and appointing Administrators of the Association in accordance with the provisions set forth in the Articles of Incorporation of the Association attached as Exhibit "B" hereto. Notwithstanding the foregoing, the Developer may terminate such right of control at any time prior thereto by relinquishing and waiving such right in writing and turning over control of the Board of Administration and the Association to the Unit Owners, who shall accept such turnover.

During the period the Developer retains such control, the Board of Administration controlled by the Developer shall have the sole and exclusive right to take all actions, make all decisions and do all things on behalf of the Association, including but not limited to the right to enter into contracts on behalf of the Association for the maintenance, operation and management of the Association and the Condominium, the determination, levy and collection of assessments against the Unit Owners and the enactment and enforcement of uniform Rules and Regulations governing the ownership, occupancy and use of the Units and the Condominium property.

ARTICLE 9.
Insurance

9.1) Insurance. The insurance other than title insurance which shall be carried upon the Condominium property and the property of the Unit Owners shall be governed by the provisions hereinafter set forth.

9.2) Authority to Purchase; Named Insured. All insurance policies upon the Condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the Unit Owners, naming them and their mortgagees as their interests may appear. Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of Unit Owners. Unit Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

9.3) Mortgagee Approval. So long as an institutional first mortgagee shall hold a mortgage upon at least a majority of the Units, such mortgagee shall have the right to approve the insurer on all insurance policies covering the Condominium property, and the Association shall submit to said mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. This subparagraph shall be construed as a covenant for the benefit of, and may be enforced by, any such institutional first mortgagee.

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

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

(b) Flood insurance as required by mortgagees; and

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

9.5) Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Administration of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit Owners as a group, to a Unit Owner.

9.6) Worker's Compensation. Worker's Compensation insurance shall be carried to meet the requirements of the law.

9.7) Other Insurance. The Association shall carry such other insurance as the Board of Administration shall determine from time to time to be desirable, including flood insurance.

9.8) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

9.9) Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims, provided, however, that no claims relating to an individual Unit upon which there is an institutional first mortgage shall be settled without the consent of the institutional mortgagee holding said mortgage, and provided further that if an institutional first mortgagee holding mortgages encumbering more than five (5) Units requests the Association to appoint an independent institutional insurance trustee, the Association shall appoint such a trustee to handle the disbursement of all casualty and property insurance proceeds, and provided further that no claims affecting the common elements in excess of \$25,000 shall be settled without the consent of all institutional first mortgagees.

9.10) Reconstruction and Repair. If any part of the Condominium property shall be damaged by casualty, it shall be reconstructed or repaired immediately unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

9.11) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Administration of the Association and institutional first mortgagees holding mortgages on the Units involved.

9.12) Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the then Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty shall be that of the Association. Insurance proceeds shall be applied to such reconstruction and repair.

9.13) Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.14) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall pay over sufficient amounts to provide funds to pay the estimated costs, as part of the common expenses of the Association to be assessed against Unit Owners.

9.15) Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association. The first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds, and if there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Association as common surplus.

ARTICLE 10.
Use Restrictions

10.1) Use Restrictions. The use of the property of the Condominium shall be in accordance with the provisions hereinafter set forth.

10.2) Prohibitions. No Owner, Tenant or other Occupant of a Unit shall:

(a) Paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface; place any sunscreen, blind or awning on any balcony or exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner acceptable in color to the Board of Administration facing the exterior of the Unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the Building in the sole opinion of the Board; plant any planting outside of a Unit except upon written approval of the landscaping plan by the Board of Administration of the Association; erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements; nor any of the foregoing without the prior written consent of the Board.

(b) Make any structural alterations (except the erection or removal of non-support carrying interior partitions wholly within the Unit) to any Unit or to the common elements; fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods and similar household items to the walls or ceiling of a Unit unless they may be removed without substantial damage to the wall or ceiling structure; nor any of the foregoing without the prior written consent of the Board.

(c) Permit loud and objectionable noises or obnoxious odors to emanate from the Unit nor play any organ or electronically amplified musical instruments or devices which may cause a nuisance to the occupants of other Units in the sole opinion of the Board.

(d) Fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the Units and the common elements which may be adopted from time to time by the Board of Administration, or fail to allow the Board of Administration or its designated agent to enter the Unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and rules and regulations of the Association.

(e) Erect, construct or maintain any wire, antennas, garbage or refuse receptacles or other equipment or structures on the exterior of the Building or on or in any of the common elements, except with the written consent of the Association Board of Administration.

(f) Obstruct the common way of ingress or egress to the other Units or the common elements.

(g) Hang any laundry, garments or other unsightly objects which are visible outside of the Unit.

(h) Allow anything to remain in the common areas which would be unsightly or hazardous.

(i) Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each Unit and the common elements shall at all times be kept in a clean and sanitary condition.

(j) Make use of the common elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.

(k) Allow any animals to be kept in the unit other than one (1) dog or cat, fish within aquariums or birds within cages, pursuant to the rules and regulations of the Board of Administration of the Association, provided that in the event any such animals become a nuisance to the other Unit Owners in the sole opinion of the Board of Administration, such animals shall be removed from the Unit immediately; or allow any authorized pets to use the common areas except those areas specifically set aside for pets when on a leash accompanied by its Owner.

(l) Park overnight or use for a living accommodation commercial vehicles, trucks, boats, campers, trailers, mobile homes and similar vehicles in any parking area, except service vehicles during the time they are actually serving the Unit or common elements and pick-up trucks, vans and other personal use vehicles.

(m) Conduct any motor repair or other repair work to an automobile either within the limited common element or common elements of the Condominium nor store any household articles, furnishings or furniture within the parking space or outside the Unit.

(n) Discharge any rubbish, refuse, garbage, animal or human wastes nor permit the accumulation of any rubbish, refuse, garbage within any limited common element or common element of the Condominium.

(o) Remove, prune, cut, damage or injure any trees or other landscaping provided within the Condominium.

(p) Allow any lien pursuant to the Mechanics' Lien Law for labor performed on or materials furnished to his Unit against any other Unit or Condominium parcel of any other Unit Owner not expressly consenting to or requesting such labor or materials or against the common elements.

(q) Fail to pay timely ad valorem taxes and special assessments by taxing authorities assessed against the Condominium parcel and not upon the Condominium property as a whole.

(r) Prevent access by the Association to the Condominium Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units within this Condominium.

(s) Permit the playing, lounging, parking and storing of personal property including, but not limited to, baby carriages, strollers, playpens, bicycles, tricycles, wagons, toys, other vehicles, benches, chairs on any part of the common elements or within the limited common element parking area without the prior consent of, and subject to any regulations of, the Board of Administration.

(t) Fail to pay promptly for damage due to the act or neglect of the Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner caused to the common elements or to a Unit or Units owned by others, or the maintenance, repair or replacement required by reason of such damage, as such payment shall be determined by the Board of Administration, to the extent not covered by insurance, if any.

(u) Barbecue or cook in any other manner food on any balcony, terrace or patio, except that adjoining his Unit, or about the Condominium property except in those areas specifically provided for such purpose.

~~Each of the Units shall be occupied only by the Owner, his tenants, servants, and guests, and the respective families and guests of the Owner and his tenants, as a temporary or permanent residence and for no other purpose, provided, however, that this restriction and limitation shall not prevent or be deemed to prevent the conveyance of a Unit to two or more persons unrelated by family ties or to a corporation, trust, partnership or other business entity. Except as reserved to Developer, no Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.~~ Each of the Units shall be occupied only by the Owner, his tenants, servants, and guests, and the respective families and guests of the Owner and his tenants, as a temporary or permanent residence and for no other purpose, provided, however, that this restriction and limitation shall not prevent or be deemed to prevent the conveyance of a Unit to two or more persons unrelated by family ties or to a corporation, trust, partnership or other business entity. Except as reserved to Developer, no Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.

10.4) Common Elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

10.5) Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

10.6) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction

thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

Entire Units may be rented for a period of thirty (30) days ~~or longer~~ without Association approval, provided the occupancy is only by the Lessee and/or his family, his servants and guests. Leases for a period of less than thirty (30) days shall require the prior written approval of the Association. A Unit may not be rented more than four (4) times in any one (1) calendar year. No rooms may be rented except as a part of a Unit or to another Unit Owner. (During the time a Unit is leased or occupied by others, the Unit Owner shall not have the right to use the common elements and facilities except as a guest of a Unit Owner or lessee.) The Association may appoint a rental and sales agent to handle rentals as a convenience to Unit Owners. Such agent shall serve at the pleasure of the Board of Administration and may be replaced at any time.

10.8) Regulations. Reasonable and uniform rules and regulations concerning the use of Units and the Condominium property may be made and amended from time to time by the Association, in the manner provided in the Articles or Bylaws. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners and occupants of the Condominium on request.

10.9) Provisos. Provided, however, that notwithstanding anything herein contained, until Developer has sold and/or transferred all of the Units in all Phases of the Condominium, neither the Unit Owners nor the Association nor the use of the Condominium property shall interfere with the sale or lease of the Units. Developer may make such use of the unsold Units and common elements in all Phases as may facilitate such completion and sale or lease, including, but not limited to, maintenance of a sales office, models, the showing of the property, and the display of signs.

ARTICLE 11.
Maintenance of Community Interests

SEE AMENDMENTS

11.1) Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner other than Developer shall be subject to the following provisions so long as the Condominium exists and the Units in useful condition exist upon the land, which provisions each Unit Owner covenants to observe. - See amendment -

11.2) Transfers Subject to Approval. The following transfers shall be subject to approval:

(a) Sale. No Unit Owner other than the Developer may dispose of a Unit or any interest therein by sale or other transfer without the approval of the Association, except to another Unit Owner.

(b) Gift, Devise or Inheritance. If any Unit Owner shall acquire his title by gift, devise or inheritance or other means of transfer not herein set forth, the continuance of his ownership of his Unit shall be subject to the approval of the Association. This provision shall not be applicable to the immediate family of the initial grantees from the Developer, and for the purposes of this paragraph, the term "immediate family" shall be construed to mean the spouse or children of such original grantee.

11.3) Approval by Association. The approval of the Association which is required for the transfer of ownership of Units shall be obtained in the following manner: - See amendment -

(a) Notice to Association.

(1) Sale. A Unit Owner intending to make a bona fide sale or transfer of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser or transferee and/or such other information as the Association may

reasonably require. Such notice, if a sale, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

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

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

(b) Certificate of Approval. Within thirty (30) days after receipt of such notice and information of a proposed transfer or change of ownership as above set forth, the Association must either approve or disapprove the proposed transaction or continuance of ownership. If approved, the approval shall be stated in a certificate executed by the President and Secretary, in recordable form, and shall be delivered to the purchaser or Unit Owner and shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser or Unit Owner.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes, and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the Unit be also approved by the Association.

(d) Fee for Approval. The Association may charge a fee in connection with each request for approval but no such fee shall be in excess of the expenditures reasonably required for the transfer or sale, nor shall such fee be in excess of \$50.

11.4) Disapproval by Association. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, or if the Unit Owner giving notice has acquired his title by gift, devise or inheritance (except as provided in Paragraph 11.2)(b) hereof), or in any other manner, and if the Association shall disapprove the transfer of ownership of such Unit, then within 30 days after receipt of such notice and information, the Association shall deliver or mail, by certified mail, to the Unit Owner an agreement to purchase by the Association or by a purchaser approved by the Association who will purchase, said purchaser being an assignee from Association of its rights hereunder, and to whom the Unit Owner must sell the Unit upon the following terms:

(a) If the proposed transaction is a sale, the purchaser shall pay the price as stated in the disapproved contract to sell.

(b) If the Unit Owner has acquired his title by gift, devise, inheritance or in any other manner, the sale price shall be the fair market value determined by agreement between seller and purchaser within 20 days of the delivery or mailing of such agreement, and in the absence of such agreement, by arbitration.

(c) Arbitration shall be in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of arbitration shall be paid by the purchaser.

(d) The purchase price shall be paid in cash at closing.

(e) The sale shall be closed within 30 days after the delivery or mailing of said agreement to purchase, or within 10 days after the determination of the sale price if such is by arbitration, whichever is the later.

(f) A certificate of the Association executed by its President and Secretary approving the purchaser shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser.

(g) If the Association shall fail to purchase or to provide a purchaser as herein required, or if the Association or a purchaser furnished by the Association shall default in the agreement to purchase, then notwithstanding the disapproval, the proposed transaction or changed ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser or Unit Owner, as the case may be.

11.5) Mortgage. No Unit Owner other than the Developer may mortgage his Unit or any interest therein without the approval of the Association, except to a bank, insurance company, real estate investment trust, Massachusetts business trust, savings and loan association, mortgage banker, mortgage broker, agency of the U.S. Government, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.

11.6) Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or to a purchase by Developer or by a bank, insurance company, real estate investment trust, Massachusetts business trust, savings and loan association, mortgage banker, mortgage broker, or agency of the U.S. Government that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by Developer or by a bank, insurance company, real estate investment trust, Massachusetts business trust, mortgage banker, mortgage broker, agency of the U.S. Government or savings and loan association that so acquires its title. 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 an execution sale, foreclosure sale, judicial sale or tax sale.

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

11.8) Notice of Lien or Suit.

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

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

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

ARTICLE 12.
Purchase of Units by Association

12.1) Purchase of Units by Association. The Association shall have the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage and convey the same only in accordance with the following provisions:

(a) Decision. The decision of the Association to purchase a Unit and to acquire, hold, lease, mortgage and convey the same shall be made by its Administrators, shall be subject to a majority vote of the Unit Owners.

(b) Limitation. If at any one time the Association be the owner or contract purchaser of three (3) or more Units, it may not purchase any additional Units without the prior written approval of 70% of members eligible to vote thereon. A member whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, but the Association may vote the votes attributable to the Units it owns. Provided, however, that the foregoing limitation shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

ARTICLE 13.
Compliance and Default

13.1) Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto and as said documents and Rules and Regulations may be amended from time to time. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the relief hereinunder provided, in addition to the remedies provided by the Condominium Act.

13.2) Enforcement. The Association and its administrators, officers and agents are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association by entry to any Unit at any reasonable time to make inspection, correction or compliance.

13.3) Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, servants, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit Owner.

13.4) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Bylaws or the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, or for a declaratory judgment relating to the rights of the Association or Unit Owners thereunder, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorneys' fees to be awarded by the court, whether for trial or appellate legal services.

13.5) No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE 14.
Amendments

14.1) Amendments. Except as otherwise specifically provided herein and except as to matters herein governed by Section 718.403 for amendment thereof, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

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

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14.3) Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Administration of the Association or by at least thirty percent (30%) of the members of the Association. Administrators and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than 70% of the votes of the entire membership of the Association.

14.4) Limitation on Amendment. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or groups of Units unless the Unit Owners so affected shall consent, provided, however, that notwithstanding anything herein contained to the contrary, such amendment(s) shall not be effective until such time as all institutional first mortgagees holding mortgages encumbering more than five (5) Units have consented in writing to such amendment(s). No amendment shall change the provisions of Article 10.9) entitled "Proviso" or Article 11.6 entitled "Exceptions" without the Developer's consent. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty", unless the record holders of all mortgages upon the Condominium shall join in the execution of the amendment. No amendment shall be effective that would interfere with the Developer's right to add Phase 2, 3 and/or 4 to this Condominium without the Developer's prior written consent.

14.5) Execution and Recording. Except as otherwise specifically provided herein, a copy of each such amendment shall be attached to a certificate by the Association certifying that the amendment was duly adopted, which certificate shall be executed by the appropriate officers of the Association with all the formalities of a deed. Any such amendment shall be effective only when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

14.6) Change in Percentage of Ownership in Common Elements or Sharing of Common Expense. Any vote to amend this Declaration relating to a change in the percentage of ownership in the common elements or the sharing of the common expense shall be conducted by secret ballot.

14.7) Creation of Time-Share Estates. No amendment to this Declaration may permit time-share estates to be created in any Unit of the Condominium, including any Phase if any subsequent Phase shall be completed and added to the Condominium, unless the record owners of each Unit of the Condominium and the record owners of liens on each Unit of the Condominium shall join in the execution of the amendment.

ARTICLE 15.
Termination

15.1) Termination. The Condominium, subject to the provisions of Article 15.6 hereof, may be terminated in the manner hereinafter provided, in addition to the manner provided in the Condominium Act.

15.2) Agreement. The Condominium, subject to the provisions of Article 15.6) hereof, may be terminated by the approval in writing of all of the Owners of the Units therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy percent (70%) of the Units and of the record Owners of all mortgages upon the Units, are obtained in writing, not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased, of an agreement to purchase signed by the record owners of the Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase

all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitration may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash at closing.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

15.3) Certificate. The termination of the Condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Sarasota County, Florida.

15.4) Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium property and all assets of the Association as tenants-in-common, in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the common elements appurtenant to the owners' Unit prior to the termination.

15.5) Termination by Developer. Notwithstanding anything herein contained to the contrary, the Developer may terminate this Condominium at any time prior to the recordation of conveyance of the first Unit by filing and recording an instrument in the Public Records of Sarasota County, Florida, specifying that the Condominium is terminated and consented to by all mortgagees holding mortgages on the Lands and the Units, in which event this Declaration and all Exhibits hereto and all plats thereof shall be of no further force and effect.

15.6) Limitation on Unit Owners' Right to Terminate. Notwithstanding anything herein contained to the contrary, until May 1, 1995, or until the Developer elects by a recorded instrument in writing to waive his right to add Phases 2 through 4 to the Condominium, whichever occurs first, the Condominium may not be terminated without the written consent of the Developer.

15.7) Amendment. The section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgages upon Units.

ARTICLE 16.

Institutional First Mortgagees

16.1) Written Consent Required. Except as otherwise specifically provided herein, the written consent of all institutional first mortgagees shall be first obtained prior to (1) the subdivision of any Unit; (2) any change in the percentage of ownership of the common surplus or common elements; (3) any change in the percentage of sharing the common expense or assessments; (4) any change in the voting rights; (5) any change in the insurance provisions; and (6) termination of the Condominium. The failure of the Association and Board of Administration to comply with and fully perform the terms of the Condominium documents and the Condominium Act may constitute an actionable default under the terms of any institutional first mortgage, at the election of such institutional first mortgagee.

16.2) Developer's Rights Inure to Benefit of Its Designees, Successors and Assigns. All powers, privileges, easements, rights, reservations, restrictions

and limitations herein reserved or otherwise created for the benefit of the Developer shall inure to the benefit of the Developer's designees, successors and assigns.

16.3) Acquiring Mortgagee's Responsibility For Accrued and Unpaid Assessments. Notwithstanding anything herein to the contrary, an institutional first mortgagee who acquires title to a Unit by foreclosure or deed in lieu thereof shall not be responsible for the payment of any unpaid assessments pertaining to such Unit accrued at the time such institutional first mortgagee acquired title to such Unit.

16.4) Additional Rights of Institutional First Mortgagees. In addition to all other rights hereinabove set forth, institutional first mortgagees shall have the right, upon written request to the Association, to:

(a) Examine the Association books and upon written request to receive copy of the financial statement for the immediately preceding fiscal year of the Association;

(b) Receive notice of Association meetings and attend such meetings;

(c) Receive notice of an alleged default by any Unit Owner for whom such mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to such Unit Owner; and

(d) Receive notice of any substantial damage or loss to any portion of the condominium property and; and

(e) Receive from the Association current copies of the Declaration, Bylaws, Rules and Regulations and any and all amendments thereto and to have made available, meaning available for inspection, upon reasonable request, during normal business hours or under other arranged reasonable circumstances, the books, records and financial statements of the Association; and

(f) Receive notice of any condemnation loss that affects either a material portion of the condominium or the Unit securing its mortgage and/or lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

ARTICLE 17.

Additional Miscellaneous Provisions

17.1) Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision in this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

17.2) Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address, as may be designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business day after proper mailing, whichever shall first occur.

17.3) Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

17.4) Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits attached hereto which under the Act are required to be part of the Declaration.

17.5) Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

17.6) Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits attached hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

17.7) Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

17.8) Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and Bylaws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

17.9) Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Articles of this Declaration and without such other Articles limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the project known as "JEFFERSON PINES II CONDOMINIUM," as hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owners' agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest.

17.10) Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

17.11) Captions. The captions herein and in the Exhibits attached hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

ARTICLE 18.
Condemnation Loss

18.1) Distribution of Proceeds. If any portion of the Condominium shall be taken or condemned by any lawful authority having the power of eminent domain, all compensation and damages for or on account of any land shall be payable to and be the sole property of the rightful fee owner and all compensation and damages for or on account of any improvements within such Condominium shall be payable to the Association as agent for the Unit Owners and their respective mortgagees as their interests may appear according to the loss or damages to their respective Units and appurtenant common interests and easements and shall be used promptly by the Board of Directors of the Association to the extent necessary for restoration or replacement of such improvements on the remaining land within the Condominium according to plans and specifications pursuant to Article 9 hereinabove unless the Association by a vote of not less than seventy percent (70%) of the Unit Owners and institutional first mortgagees holding mortgages on the Units involved determine within a reasonable period of time after such taking or condemnation that such restora-

tion or replacement is impractical in the circumstances, in which event the Board of Directors on behalf of the Association and at the Association's common expense shall remove all remains of such improvements so taken or condemned and restore the site thereof to good orderly condition and even grade and shall equitably distribute the remaining proceeds from such condemnation or taking to the Unit Owners and their affected mortgagees thereby according to the loss or damage to their respective Units and appurtenant common interests and easements.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 14th day of February, 1985.

Signed, sealed and delivered in the presence of:

STRONG BUILDERS, INC.
a Florida corporation

[Signature]
[Signature]

By [Signature]
Its President

T.A. HAMILTON, P.A.
A Florida professional corporation

[Signature]
[Signature]

By [Signature]
Its President

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared RICHARD L. STRONG, to me known to be the President of STRONG BUILDERS, INC., a Florida corporation, and he acknowledged before me that he executed the foregoing Declaration of Condominium on behalf of the corporation as its free act and deed and swore before me that the facts therein contained are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of February, 1985.

[Signature]
Notary Public
My Commission Expires: 11/13/85
Notary Public State of Florida at ...
My Commission Expires November 13, 1985
Bonded by U.S. Fire Insurance Co.

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared THOMAS A. HAMILTON, to me known to be the President of T.A. HAMILTON, P.A., a Florida professional corporation, and he acknowledged before me that he executed the foregoing Declaration of Condominium on behalf of the corporation as its free act and deed and swore before me that the facts therein contained are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of February, 1985.

[Signature]
Notary Public
My Commission Expires: 11/13/85
Notary Public State of Florida at ...
My Commission Expires November 13, 1985
Bonded by U.S. Fire Insurance Co.

O.R. 1753 PG 1725

JOINER AND CONSENT OF ASSOCIATION

JEFFERSON PINES II CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby joins in and consents to the foregoing Declaration of Condominium, agrees to all the terms and conditions thereof in its own behalf and in behalf of all present and future Unit Owners in the Condominium and assumes all obligations and responsibilities imposed upon it therein.

IN WITNESS WHEREOF, the Corporation has hereunto set its hand and seal the 14th day of February, 1985.

Signed, sealed and delivered in the presence of:

JEFFERSON PINES II CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation

[Signature]
[Signature]

By T. A. Hamilton
Its President

ATTEST:

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared T. A. HAMILTON, and R. L. STRONG, to me known to be the President and Secretary, respectively, of JEFFERSON PINES II CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me that they executed the foregoing instrument as such officers for and on behalf of said corporation as its free act and deed through authority of its Board of Administration and that they affixed thereto the corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of February, 1985.

[Signature]
Notary Public

My Commission Expires:

Notary Public State of Florida
My Commission Expires November 10, 1985
Bonded By U.S. Fire Insurance Co.

JEFFERSON PINES II

A CONDOMINIUM

PHASE I EXHIBIT "A"

SECTION 20, TOWNSHIP 36 SOUTH, RANGE 16 EAST
CITY OF SARASOTA, SARASOTA COUNTY, FLORIDA

LEGAL DESCRIPTION

A PORTION OF LOT 18, LOTS ADDITION TO THE TOWN OF SARASOTA AS RECORDED IN PLAT BOOK A, PAGE 31, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SAID LOT 18; THENCE WEST, ALONG THE SOUTH R/W LINE OF 8TH STREET, 478.87 FEET FOR A POINT OF BEGINNING; THENCE S 00° 04' 31" W, 500.00 FEET; THENCE S 07° 55' 27" E, 5.37 FEET; THENCE S 00° 04' 31" W, 208.38 FEET, TO A POINT LYING ON THE SOUTH BOUNDARY OF SAID LOT 18; THENCE WEST, 110.00 FEET TO A POINT LYING ON THE WEST LINE OF SAID LOT 18; THENCE EAST, 110.00 FEET TO A POINT LYING ON THE SOUTH R/W LINE OF 5TH STREET; THENCE EAST, ALONG SAID R/W LINE, 116.33 FEET TO THE POINT OF BEGINNING, BEING LYING IN SARASOTA COUNTY, FLORIDA.

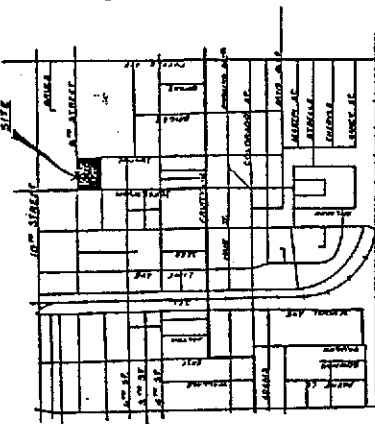
UNIT BOUNDARIES

EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT WHICH LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES SHALL BE DETERMINED IN THE FOLLOWING MANNER:

- (1) UPPER AND LOWER BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO THEIR INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- (2) UPPER BOUNDARY: THE HORIZONTAL PLANE OF THE UNDECORATED FINISHED CEILING OF THE UNIT
- (3) LOWER BOUNDARY: THE HORIZONTAL PLANE OF THE UNDECORATED FINISHED FLOOR OF THE UNIT
- (4) PERIMETRICAL BOUNDARIES: THE VERTICAL PLANES OF THE UNDECORATED FINISHED INTERIOR OF THE WALLS BOUNDING THE UNIT EXTENDED TO INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES, AND WHICH THERE IS ATTACHED TO THE UNIT, A BALCONY, LOGGIA, TERRACE, CANOPY, STAIRWAY OR OTHER PORTION OF THE UNIT SERVING ONLY THE UNIT BEING BOUNDED. SUCH BOUNDARIES SHALL BE THE INTERSECTING VERTICAL PLANES ADJACENT TO AND WHICH INCLUDE ALL OF SUCH STRUCTURES AND FIXTURES THEREON.

NOTES

1. ELEVATIONS SHOWN HEREON ARE BASED ON M.S.L. DATUM AS OF THIS DATE.
2. THE FINISHED CEILINGS OF ALL UNITS ARE 8.0 FEET ABOVE THE FINISHED FLOOR ELEVATIONS SHOWN FOR EACH UNIT, UNLESS NOTED HEREON.
3. BEARINGS ARE BASED ON THE ANGLED PLAT OF JEFFERSON PINES, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 18, PAGE 34, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
4. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, NOT SHOWN OR NOTED HEREON, ARE SPECIFIED IN THE DECLARATION OF CONDOMINIUM.
5. TIES SHOWN ARE PERPENDICULAR TO BOUNDARY EXCEPT AS NOTED.
6. IMPROVEMENTS WITHIN THE COMMON ELEMENTS, SUCH AS, BUT NOT LIMITED TO, WATER METERS, WATER LINES, STORM LINES, SEWER, DRAINAGE, AND TREES HAVE NOT BEEN LOCATED.



LOCATION MAP

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED, A PROFESSIONAL LAND SURVEYOR, DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE, SO THAT THE SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION BEING THE INSTRUMENTS, TOGETHER WITH THE PROVISIONS OF AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS, AND THAT THIS CONDOMINIUM SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN FLORIDA, CHAPTER 62, PART 6, FLORIDA ADMINISTRATIVE CODE.

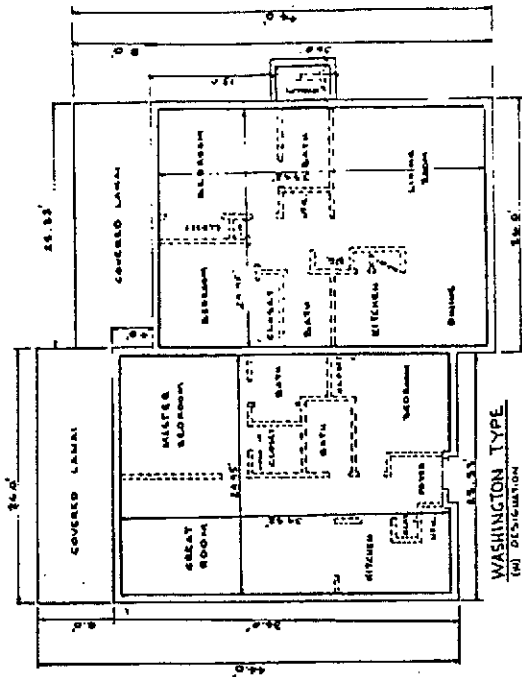
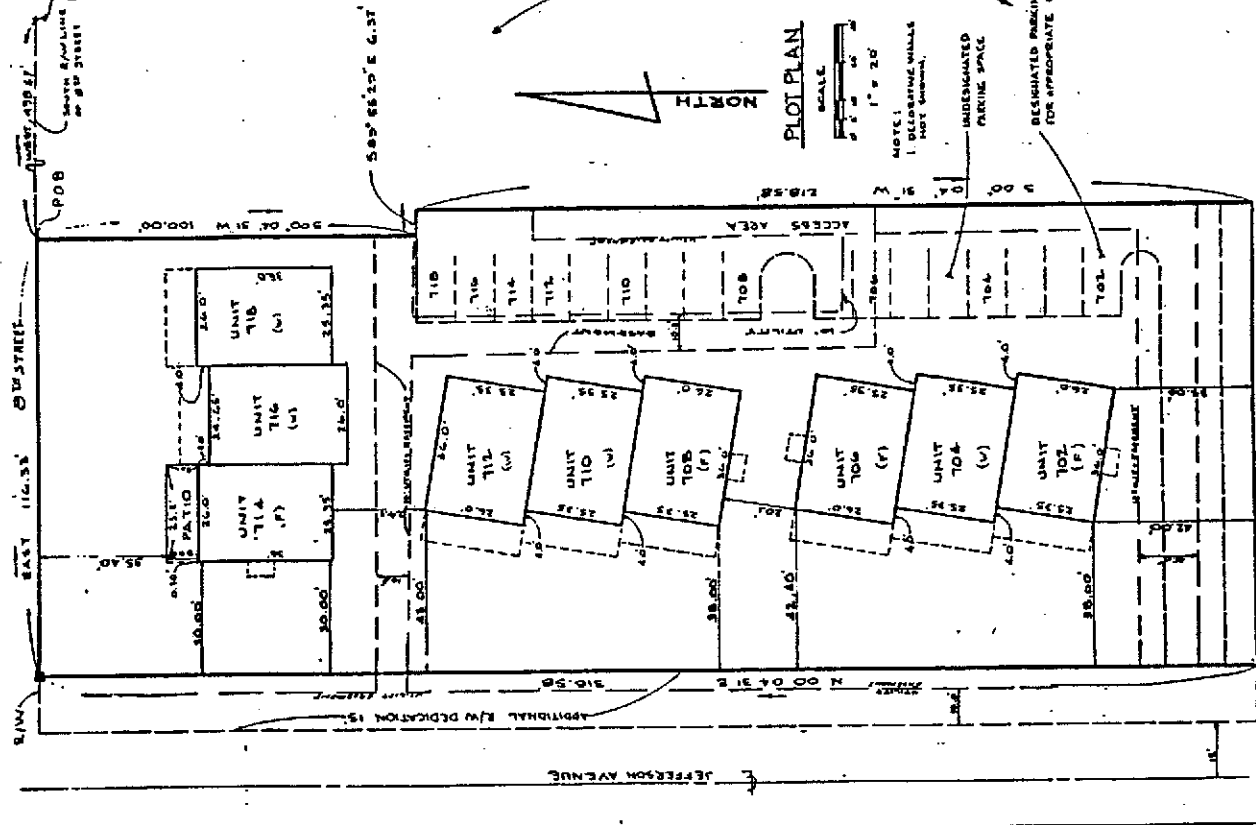
DATED THE 26th DAY of February, 1985

[Signature]
SAVING REED

R. E. NELSON & ASSOCIATES
PLANNERS ARCHITECTS
ENGINEERS A S U R V E Y O R S , I N C .

Unit	DIMENSIONS		ELEVATIONS	
	Interior	Exterior	Interior	Exterior
102	31' 11"	21' 11"	33' 6.5"	41' 6"
104	31' 11"	21' 11"	33' 6.5"	41' 6"
106	31' 11"	21' 11"	33' 6.5"	41' 6"
108	31' 11"	21' 11"	33' 6.5"	41' 6"
110	31' 11"	21' 11"	33' 6.5"	41' 6"
112	31' 11"	21' 11"	33' 6.5"	41' 6"
114	31' 11"	21' 11"	33' 6.5"	41' 6"
116	31' 11"	21' 11"	33' 6.5"	41' 6"
118	31' 11"	21' 11"	33' 6.5"	41' 6"

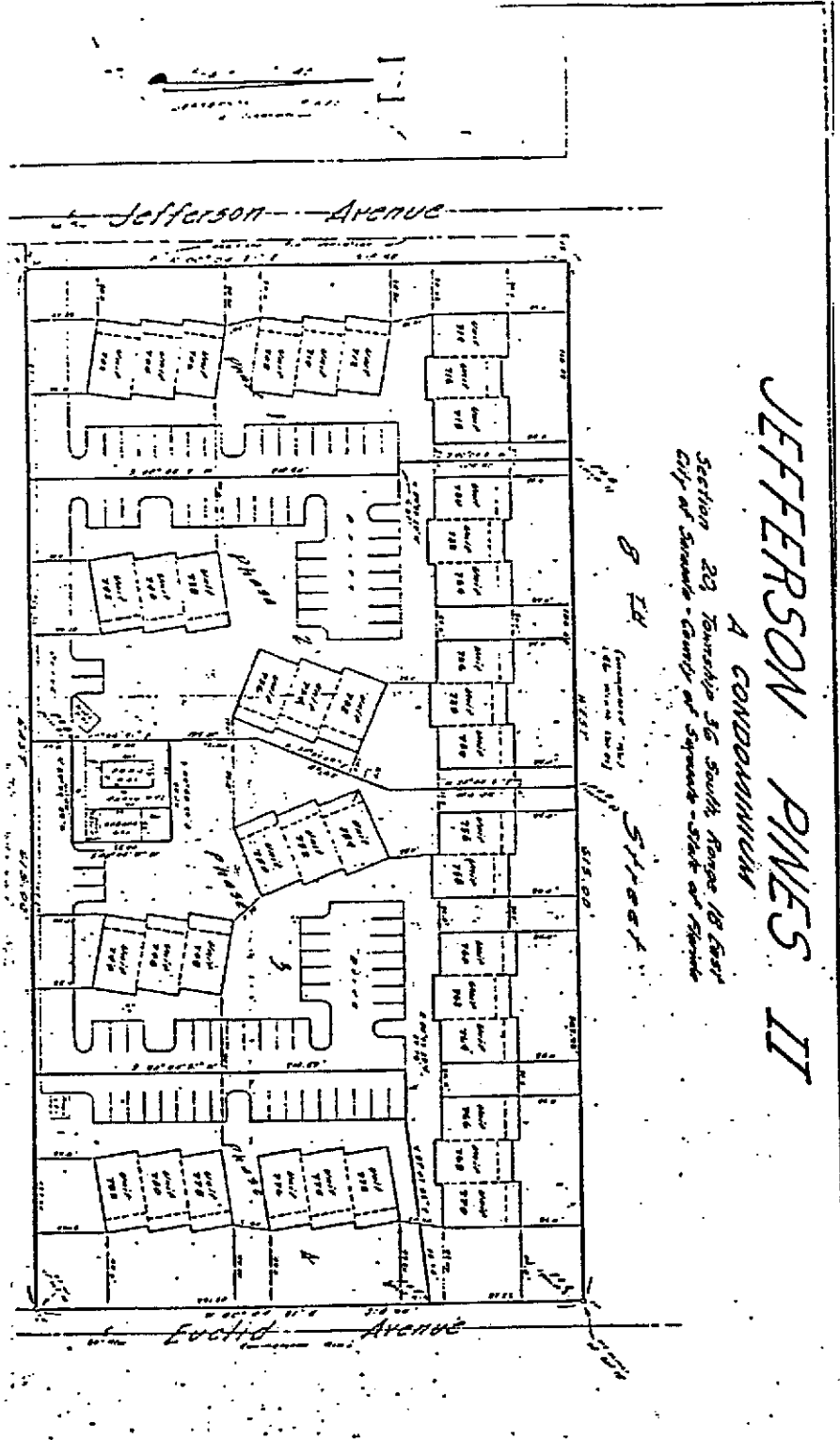
1.1. Center of
 of the building
 shall be located
 within the lot
 shown on this
 plan, and shall
 be within 10.00
 feet of the
 center of the
 lot.



GRAPHIC DESCRIPTION
 OF IMPROVEMENTS
 SCALE: 1" = 8'

BE NELSON & ASSOCIATES
 PLANNERS, ARCHITECTS,
 LANDSCAPE ARCHITECTS,
 ENGINEERS & SURVEYORS, INC.
 4630 5th STREET WEST

RECORDER'S MEMO: Legibility of writing, typing or
 printing for reproductive purpose may be unsatisfactory
 in this document when received.



RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

LEGAL DESCRIPTIONS FOR PROPOSED PHASES 2, 3 and 4

- Phase 2 A portion of Lot 15, LORD'S ADDITION TO THE TOWN OF SARASOTA, as recorded in Plat Book A, Page 31, Public Records of Sarasota County, Florida, being further described as follows:
- Commence at the NE corner of said Lot 15; thence West along the South R/W line of 8th Street, 302.99' feet for a POINT OF BEGINNING; thence S 00°04'31" W, 106.00 feet; thence S 27°43'47" W, 87.65 feet; thence S 00°04'31" W, 135.00 feet, to a point lying on the South boundary of said Lot 15; thence West along said South Boundary, 155.00 feet; thence N 00°04'31" E, 218.58 feet; thence N 89°55'29" W, 6.37 feet; thence N 00°04'31" E, 100.00 feet, to a point lying on the South R/W line of 8th Street; thence East along said R/W line, 195.68 feet to the POINT OF BEGINNING.
- Phase 3 A portion of Lot 15, LORD'S ADDITION TO THE TOWN OF SARASOTA, as recorded in Plat Book A, Page 31, Public Records of Sarasota County, Florida, being further described as follows:
- Commence at the NE corner of said Lot 15; thence West along the South R/W line of 8th Street, 131.33 feet for a POINT OF BEGINNING; thence S 00°04'31" W, 100.00 feet; thence N 89°55'29" West, 6.37 feet; thence S 00°04'31" W, 218.58 feet to a point lying on the South boundary of said Lot 15; thence West along said South boundary, 199.60 feet; thence N 00°04'31" East, 135.00 feet; thence N 27°43'47" E, 87.65 feet; thence N 00°04'31" E, 106.00 feet to a point lying on the South R/W line of 8th Street; thence East along said South R/W line, 171.66 feet to the POINT OF BEGINNING.
- Phase 4 A portion of Lot 15, LORD'S ADDITION TO THE TOWN OF SARASOTA, as recorded in Plat Book A, Page 31, Public Records of Sarasota County, Florida, being further described as follows:
- Begin at the NE corner of said Lot 15; thence West along the South R/W line of 8th Street, 131.33 feet; thence S 00°04'31" W, 100.00 feet; thence N 89°55'29" W, 6.37 feet; thence S 00°04'31" W, 218.58 feet to a point lying on the South boundary of said Lot 15; thence East along said South boundary, 137.70 feet to the SE corner of said Lot 15; thence N 00°04'31" E along the East boundary of said Lot 15 and the West R/W line of Euclid Avenue, 318.58 feet to the POINT OF BEGINNING.

21.00

010001

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF JEFFERSON PINES II, A CONDOMINIUM

O.R. 1795 PG. 0330

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF JEFFERSON PINES II, A CONDOMINIUM, made this 25th day of July, A.D., 1986, by STRONG BUILDERS, INC., a Florida corporation, and T.A. HAMILTON, P.A., a Florida Professional Service Corporation, hereinafter collectively referred to as "Developer"

W I T N E S S E T H:

WHEREAS, Developer has heretofore executed a Declaration of Condominium dated February 14, 1985, recorded at O.R. Book 1753, Pages 1695-1756, both inclusive, of the Public Records of Sarasota County, Florida, and recorded a Plat attached thereto as Exhibit "A" separately at Condominium Book 24, Pages 4, 4-A both inclusive, of the Public Records of Sarasota County, Florida;

WHEREAS, Developer is the present owner of the real property described within said Exhibit "A" attached thereto more particularly identified therein as Phase 2;

WHEREAS, pursuant to Article 4 entitled "Development Plan," Sub-paragraph 4.2 of the Declaration of Condominium, Developer has determined to add now Phase 2 to this condominium by its execution and filing for recording of this First Amendment hereby submitting the real property described within the present recorded Condominium Plat as Phase 2;

WHEREAS, Developer has filed simultaneously herewith attached Exhibit "A" which includes therein a Certificate of Surveyor as to the substantial completion of construction pursuant to F.S. 718.104(4)(e)(1984) and Paragraph 4.10 of Article 4;

NOW, THEREFORE, pursuant to Paragraph 4.2 and 4.10 of Article 4 of the Declaration of Condominium, Developer hereby amends the Declaration of Condominium and condominium plat as follows:

1. LEGAL DESCRIPTION OF REAL PROPERTY SUBMITTED TO CONDOMINIUM AS PHASE 2 OF JEFFERSON PINES II. Developer, pursuant to the Declaration, Article 4, hereby submits as Phase 2 of JEFFERSON PINES II, a Condominium to condominium ownership, subject to all the restrictions, reservations, limitations, easements, conditions, covenants, and agreements set forth or referenced within the Declaration of Condominium, the lands described at O.R. Book 1753, Page 1729, Sarasota County Public Records as Phase 2.

Ret
PREPARED BY STEPHEN D. REED
MICHAEL WESTELL CULLIS, YIMM & FUREN, P.A.
8841 MAIN ST. SARASOTA, FLA. 34237

O. R. 1795 PG 0331

2. SURVEY, PLAT PLAN AND FLOOR PLANS. Exhibit "A" hereto is a survey of the real property hereby submitted as Phase 2, a graphic description and plat plan locating the improvements thereon constructed, identifying the number of buildings, number of units, and number of each type of unit within such buildings, the common and limited common elements, their respective locations and dimensions, and a certificate certifying to the substantial completion of construction of such improvements therein depicted.

3. RESULTING PROPORTION OF OWNERSHIP INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH UNIT. Pursuant to the Declaration, Article 4, Subparagraph 4.2 thereof, upon submission of this Phase 2 to this Condominium, there are now two total phases of this Condominium which are considered as merged and upon such merger, each unit shall be vested with a 1/21st ownership of the common elements of the merged phases, bear 1/21st of the common expenses of the merged phases and be entitled to 1/21st share of the common surplus of the merged phases.

4. VALIDITY OF DECLARATION. This Amendment shall take effect at the time it is recorded in the Public Records of Sarasota County, Florida, simultaneously with the filing of the attached Exhibit "A" and the Condominium Plat heretofore recorded is hereby deemed to be amended to include the Certificate. The definitions of "condominium," "land," "common elements," "limited common elements" set forth within the Declaration are automatically hereby deemed amended to conform to the provisions of this First Amendment and the state of facts set forth in the Plat Plan and all other definitions within the Declaration shall also be deemed amended to conform to this First Amendment and the attached and incorporated Certificate and Plat Plan, including without limitation, the definitions of "unit," "unit owner," "mortgagee" and "improvements." Except as specifically amended herein, all other provisions of the Declaration shall remain in full force and effect as originally executed, and the Declaration as specifically amended by this First Amendment is hereby reaffirmed and ratified.

IN WITNESS WHEREOF, Developer has executed this First Amendment to Declaration of Condominium of Jefferson Pines II, a Condominium, the day and year first above written.

O.R. 1795 PG 0332

Witnesses:

Patricia M. Kelly
Kathleen W. Burkhead

STRONG BUILDERS, INC.

By: *[Signature]*
RICHARD L. STRONG

T.A. HAMILTON, P.A.

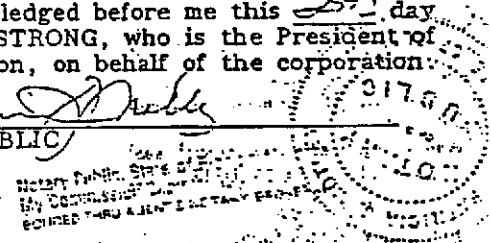
Patricia M. Kelly
Kathleen W. Burkhead

By: *T.A. Hamilton*
T.A. HAMILTON

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25th day of April, 1985, by RICHARD L. STRONG, who is the President of STRONG BUILDERS, INC., a Florida corporation, on behalf of the corporation.

Patricia M. Kelly
NOTARY PUBLIC

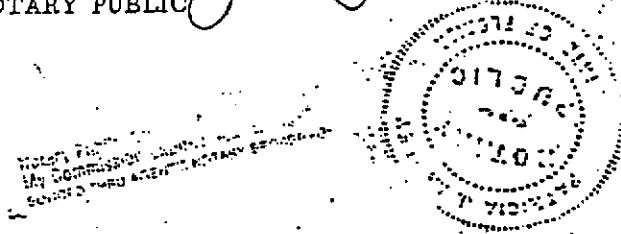


My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25th day of April, 1985, by T.A. HAMILTON, who is the President of T.A. HAMILTON, P.A., a Florida Professional Service Corporation, on behalf of the corporation.

Patricia M. Kelly
NOTARY PUBLIC



My Commission Expires:

JEFFERSON PINES II CONDOMINIUM

PHASE C
BUILDING A
GENERAL PURPOSE 56 SWEETWOODS EAST
CITY OF SAKSOPOL, SAKSOPOL COUNTY, IOWA

LEGAL DESCRIPTION

Reference is made to the plat of the same, approved by the Board of Supervisors of the City of Saksopol, Iowa, on the 15th day of April, 1954, and recorded in the County Clerk's Office of Saksopol County, Iowa, in Book 11, Page 111. The same is hereby referred to as the "Plat".

The same is now being re-platted as follows:

Phase C of the Sweet Woods East Condominium is being re-platted as follows:

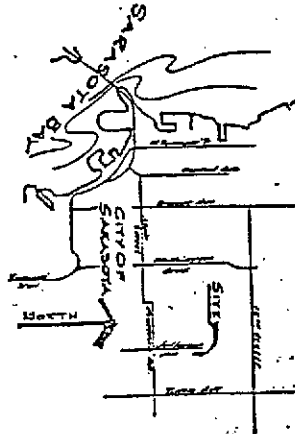
Phase C of the Sweet Woods East Condominium is being re-platted as follows:

Phase C of the Sweet Woods East Condominium is being re-platted as follows:

Phase C of the Sweet Woods East Condominium is being re-platted as follows:

Phase C of the Sweet Woods East Condominium is being re-platted as follows:

Lot	Area	Area	Area	Area	Area	Area	Area	Area	Area
101	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
102	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
103	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
104	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
105	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
106	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
107	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
108	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
109	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
110	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
111	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
112	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
113	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
114	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
115	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
116	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
117	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
118	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
119	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
120	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12



LOCATION MAP

DESCRIPTION OF SURVEY

The above described premises are being surveyed and replatted as follows:

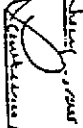
The above described premises are being surveyed and replatted as follows:

The above described premises are being surveyed and replatted as follows:

The above described premises are being surveyed and replatted as follows:

The above described premises are being surveyed and replatted as follows:

The above described premises are being surveyed and replatted as follows:


 Surveyor

Certified True and Correct
 Notary Public

NOTES

1) The above described premises are being surveyed and replatted as follows:

2) The above described premises are being surveyed and replatted as follows:

3) The above described premises are being surveyed and replatted as follows:

4) The above described premises are being surveyed and replatted as follows:

5) The above described premises are being surveyed and replatted as follows:

6) The above described premises are being surveyed and replatted as follows:

7) The above described premises are being surveyed and replatted as follows:

8) The above described premises are being surveyed and replatted as follows:

9) The above described premises are being surveyed and replatted as follows:

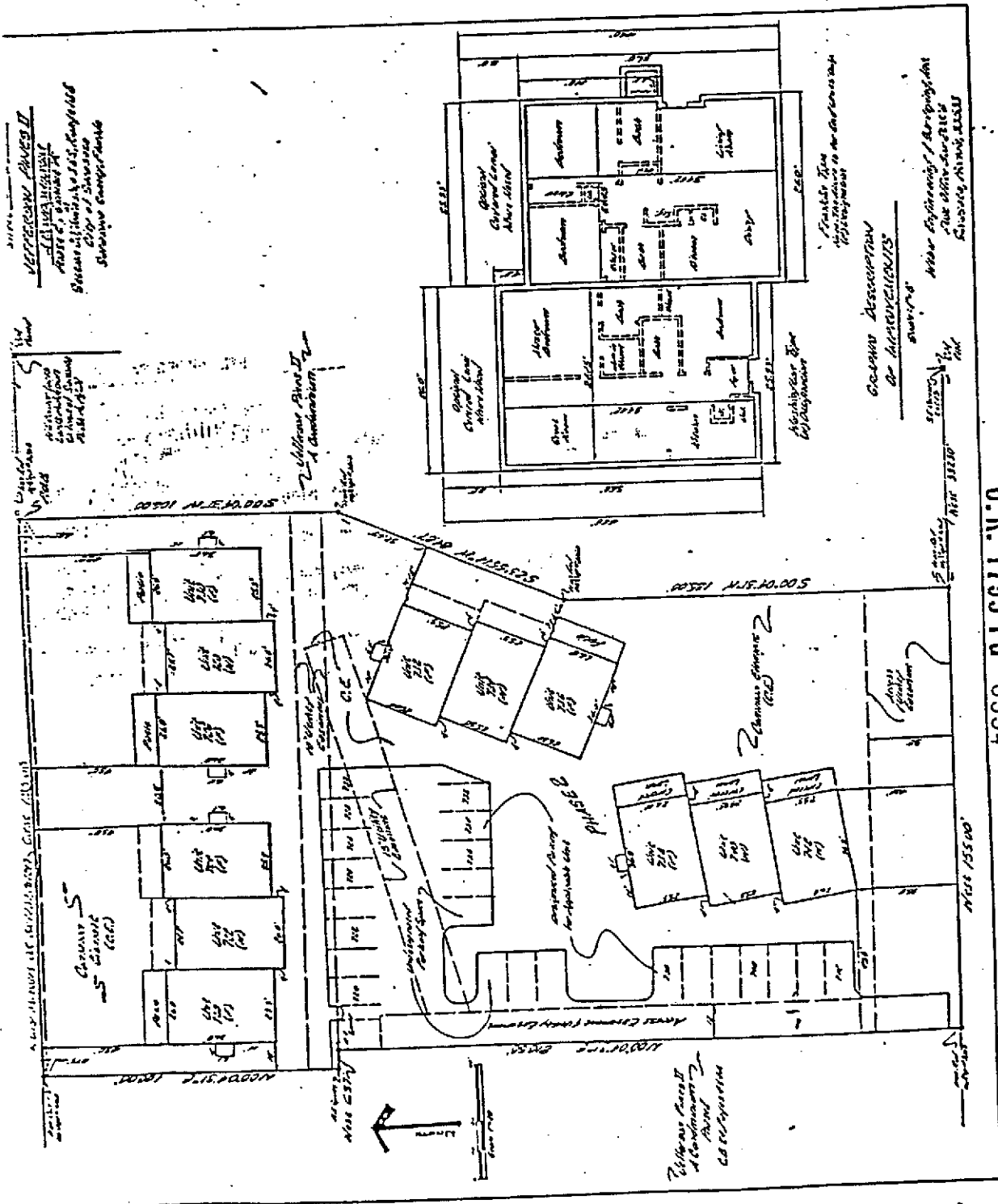
10) The above described premises are being surveyed and replatted as follows:

Attest:
 Notary Public

O.R. 1795 PG 0333

Jul 26 12 01 PM '85

FILED AND RECORDED
R.H. HACKETT
SARASOTA COUNTY, FLA.



U.R. 1799 PG 0334

2100 Kee

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF JEFFERSON PINES II, A CONDOMINIUM

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF JEFFERSON PINES II, A CONDOMINIUM, made this 3rd day of March, A.D., 1986, by STRONG BUILDERS, INC., a Florida corporation, and T.A. HAMILTON, P.A., a Florida Professional Service Corporation, hereinafter collectively referred to as "Developer"

O.R. 1839 PA 0923

W I T N E S S E T H:

WHEREAS, Developer has heretofore executed a Declaration of Condominium dated February 14, 1985, recorded at O.R. Book 1753, Pages 1895-1766, both inclusive, of the Public Records of Sarasota County, Florida, and recorded a Plat attached thereto as Exhibit "A" separately at Condominium Book 24, Pages 4, 4-A both inclusive, of the Public Records of Sarasota County, Florida;

WHEREAS, Developer has heretofore executed a First Amendment to Declaration of Condominium dated July 25, 1985, recorded at O.R. Book 1795, Pages 0330-0334, both inclusive, of the Public Records of Sarasota County, Florida;

WHEREAS, Developer is the present owner of the real property described within said Exhibit "A" attached hereto more particularly identified herein as Phase 3;

WHEREAS, pursuant to Article 4 entitled "Development Plan," Sub-paragraph 4.2 of the Declaration of Condominium, Developer has determined to add now Phase 3 to this condominium by its execution and filing for recording of this Second Amendment hereby submitting the real property described within the present recorded Condominium Plat as Phase 3;

WHEREAS, Developer has filed simultaneously herewith attached Exhibit "A" which includes therein a Certificate of Surveyor as to the substantial completion of construction pursuant to F.S. 718.104(4)(e)(1984) and Paragraph 4.10 of Article 4;

NOW, THEREFORE, pursuant to Paragraph 4.2 and 4.10 of Article 4 of the Declaration of Condominium, Developer hereby amends the Declaration of Condominium and condominium plat as follows:

1. LEGAL DESCRIPTION OF REAL PROPERTY SUBMITTED TO CONDOMINIUM AS PHASE 3 OF JEFFERSON PINES II. Developer, pursuant to



the Declaration, Article 4, hereby submits as Phase 3 of JEFFERSON PINES II, a Condominium to condominium ownership, subject to all the restrictions, reservations, limitations, easements, conditions, covenants, and agreements set forth or referenced within the Declaration of Condominium.

2. SURVEY, PLAT PLAN AND FLOOR PLANS. Exhibit "A" hereto is a survey of the real property hereby submitted as Phase 3, a graphic description and plat plan locating the improvements thereon constructed, identifying the number of buildings, number of units, and number of each type of unit within such buildings, the common and limited common elements, their respective locations and dimensions, and the Exhibit "A" hereto attached is also a certificate certifying to the substantial completion of construction of some of such improvements therein depicted.

3. RESULTING PROPORTION OF OWNERSHIP INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH UNIT. Pursuant to the Declaration, Article 4, Subparagraph 4.2 thereof, upon submission of this Phase 3 to this Condominium, there are now three total phases of this Condominium which are considered as merged and upon such merger, each unit shall be vested with a 1/35th ownership of the common elements of the merged phases, bear 1/35th of the common expenses of the merged phases and be entitled to 1/35th share of the common surplus of the merged phases.

4. VALIDITY OF DECLARATION. This Amendment shall take effect at the time it is recorded in the Public Records of Sarasota County, Florida, simultaneously with the filing of the attached Exhibit "A" and the Condominium Plat heretofore recorded is hereby deemed to be amended to include the Certificate. The definitions of "condominium," "land," "common elements," "limited common elements" set forth within the Declaration are automatically hereby deemed amended to conform to the provisions of this Second Amendment and the state of facts set forth in the Plat Plan and all other definitions within the Declaration shall also be deemed amended to conform to this Second Amendment and the attached and incorporated Certificate and Plat Plan, including without limitation, the definitions of "unit," "unit owner," "mortgagee" and "improvements." Except as specifically amended herein, all other provisions of the Declaration shall remain in full force and effect as originally executed, and the Declaration as specifically amended by this Second Amendment is hereby reaffirmed and ratified.

IN WITNESS WHEREOF, Developer has executed this Second Amendment to Declaration of Condominium of Jefferson Pines II, a Condominium, the day and year first above written.

Witnesses:

STRONG BUILDERS, INC.

Robert J. Kelly
Elizabeth J. Pearson

By: *[Signature]*
RICHARD L. STRONG

T.A. HAMILTON, P.A.

Robert J. Kelly
Elizabeth J. Pearson

By: *T.A. Hamilton*
T.A. HAMILTON

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9 day of March, 1964, by RICHARD L. STRONG, who is the President of STRONG BUILDERS, INC., a Florida corporation, on behalf of the corporation.

Patricia A. Hallenbrook
NOTARY PUBLIC

My Commission Expires: 12/15/68



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9 day of March, 1964, by T.A. HAMILTON, who is the President of T.A. HAMILTON, P.A., a Florida Service Corporation, on behalf of the corporation.

Patricia A. Hallenbrook
NOTARY PUBLIC

My Commission Expires: 12/15/68



Rex
PREPARED BY STEPHEN E. DEW
OF HARRIS, GERRARD, SWANSON, THOMAS & PUGH
3040 SOUTH ST. SARASOTA, FLA. 34237

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purposes may be unsatisfactory in this document when received.

O. R. 1839 Pg 0926

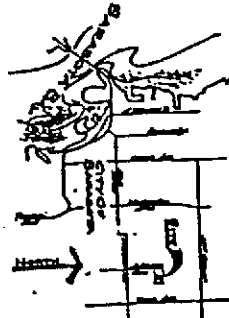
JEFFERSON PINES II

A CONDOMINIUM

PLANNED BY
 THE BOARD OF DIRECTORS
 OF THE JEFFERSON PINES II CONDOMINIUM
 CITY OF CHARLOTTE, NORTH CAROLINA

LEGAL DESCRIPTION
 The Board of Directors of the Jefferson Pines II Condominium, a North Carolina Condominium, is pleased to announce the following information regarding the proposed development of the Jefferson Pines II Condominium. The proposed development consists of a total of 100 units, including 80 one-bedroom units, 15 two-bedroom units, and 5 three-bedroom units. The units are located on a 10-acre tract in the City of Charlotte, North Carolina. The proposed development is subject to the approval of the City of Charlotte, North Carolina, and the State of North Carolina. The Board of Directors of the Jefferson Pines II Condominium is currently in the process of obtaining the necessary approvals for the proposed development. The Board of Directors of the Jefferson Pines II Condominium is currently in the process of obtaining the necessary approvals for the proposed development.

Unit No.	Area (sq. ft.)	Price	Status
101	1,000	\$100,000	Sold
102	1,000	\$100,000	Sold
103	1,000	\$100,000	Sold
104	1,000	\$100,000	Sold
105	1,000	\$100,000	Sold
106	1,000	\$100,000	Sold
107	1,000	\$100,000	Sold
108	1,000	\$100,000	Sold
109	1,000	\$100,000	Sold
110	1,000	\$100,000	Sold
111	1,000	\$100,000	Sold
112	1,000	\$100,000	Sold
113	1,000	\$100,000	Sold
114	1,000	\$100,000	Sold
115	1,000	\$100,000	Sold
116	1,000	\$100,000	Sold
117	1,000	\$100,000	Sold
118	1,000	\$100,000	Sold
119	1,000	\$100,000	Sold
120	1,000	\$100,000	Sold
121	1,000	\$100,000	Sold
122	1,000	\$100,000	Sold
123	1,000	\$100,000	Sold
124	1,000	\$100,000	Sold
125	1,000	\$100,000	Sold
126	1,000	\$100,000	Sold
127	1,000	\$100,000	Sold
128	1,000	\$100,000	Sold
129	1,000	\$100,000	Sold
130	1,000	\$100,000	Sold
131	1,000	\$100,000	Sold
132	1,000	\$100,000	Sold
133	1,000	\$100,000	Sold
134	1,000	\$100,000	Sold
135	1,000	\$100,000	Sold
136	1,000	\$100,000	Sold
137	1,000	\$100,000	Sold
138	1,000	\$100,000	Sold
139	1,000	\$100,000	Sold
140	1,000	\$100,000	Sold
141	1,000	\$100,000	Sold
142	1,000	\$100,000	Sold
143	1,000	\$100,000	Sold
144	1,000	\$100,000	Sold
145	1,000	\$100,000	Sold
146	1,000	\$100,000	Sold
147	1,000	\$100,000	Sold
148	1,000	\$100,000	Sold
149	1,000	\$100,000	Sold
150	1,000	\$100,000	Sold
151	1,000	\$100,000	Sold
152	1,000	\$100,000	Sold
153	1,000	\$100,000	Sold
154	1,000	\$100,000	Sold
155	1,000	\$100,000	Sold
156	1,000	\$100,000	Sold
157	1,000	\$100,000	Sold
158	1,000	\$100,000	Sold
159	1,000	\$100,000	Sold
160	1,000	\$100,000	Sold
161	1,000	\$100,000	Sold
162	1,000	\$100,000	Sold
163	1,000	\$100,000	Sold
164	1,000	\$100,000	Sold
165	1,000	\$100,000	Sold
166	1,000	\$100,000	Sold
167	1,000	\$100,000	Sold
168	1,000	\$100,000	Sold
169	1,000	\$100,000	Sold
170	1,000	\$100,000	Sold
171	1,000	\$100,000	Sold
172	1,000	\$100,000	Sold
173	1,000	\$100,000	Sold
174	1,000	\$100,000	Sold
175	1,000	\$100,000	Sold
176	1,000	\$100,000	Sold
177	1,000	\$100,000	Sold
178	1,000	\$100,000	Sold
179	1,000	\$100,000	Sold
180	1,000	\$100,000	Sold
181	1,000	\$100,000	Sold
182	1,000	\$100,000	Sold
183	1,000	\$100,000	Sold
184	1,000	\$100,000	Sold
185	1,000	\$100,000	Sold
186	1,000	\$100,000	Sold
187	1,000	\$100,000	Sold
188	1,000	\$100,000	Sold
189	1,000	\$100,000	Sold
190	1,000	\$100,000	Sold
191	1,000	\$100,000	Sold
192	1,000	\$100,000	Sold
193	1,000	\$100,000	Sold
194	1,000	\$100,000	Sold
195	1,000	\$100,000	Sold
196	1,000	\$100,000	Sold
197	1,000	\$100,000	Sold
198	1,000	\$100,000	Sold
199	1,000	\$100,000	Sold
200	1,000	\$100,000	Sold



DESCRIPTION OF SERVICES
 The Board of Directors of the Jefferson Pines II Condominium is pleased to announce the following information regarding the proposed development of the Jefferson Pines II Condominium. The proposed development consists of a total of 100 units, including 80 one-bedroom units, 15 two-bedroom units, and 5 three-bedroom units. The units are located on a 10-acre tract in the City of Charlotte, North Carolina. The proposed development is subject to the approval of the City of Charlotte, North Carolina, and the State of North Carolina. The Board of Directors of the Jefferson Pines II Condominium is currently in the process of obtaining the necessary approvals for the proposed development.

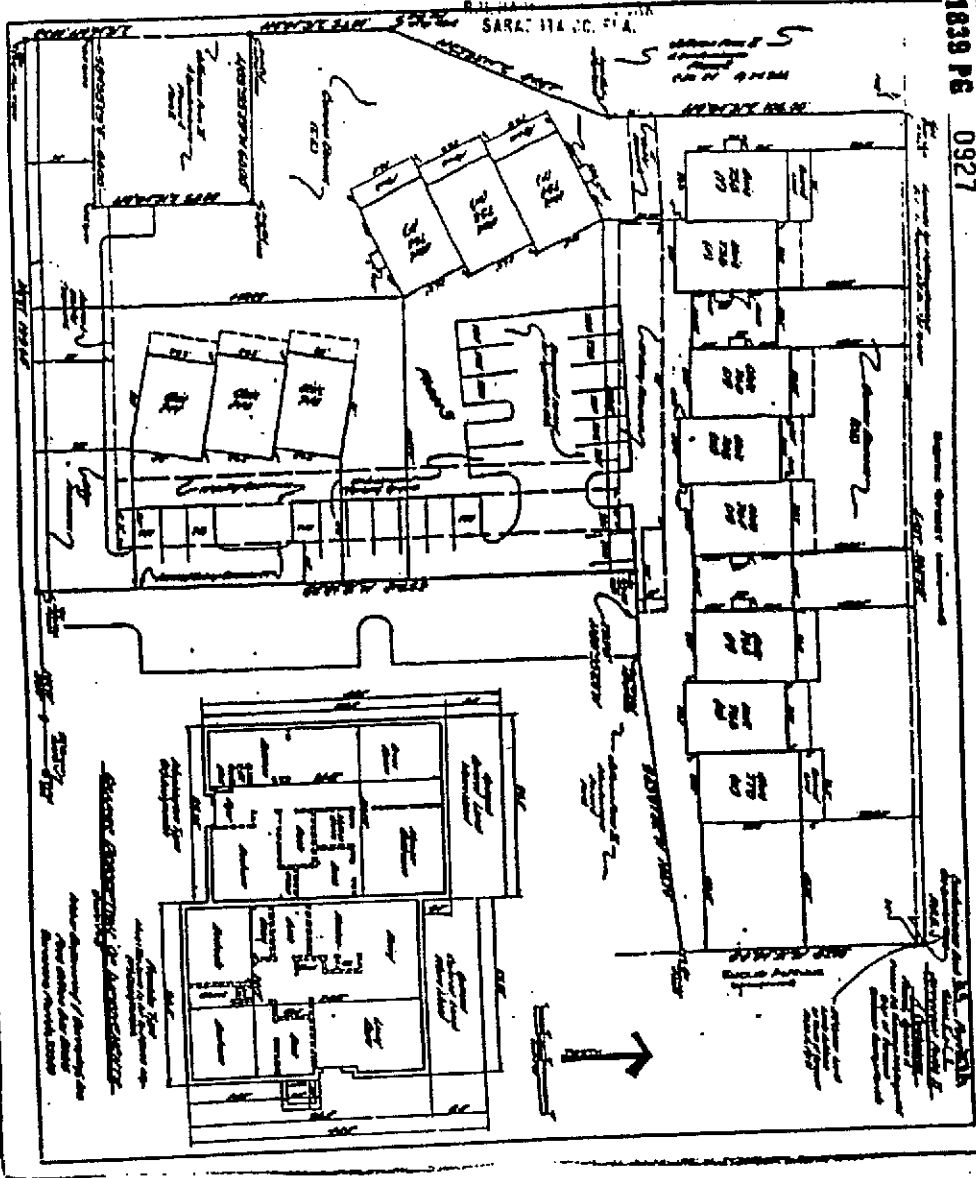
W. J. P. Miller
 Secretary/Manager of the Condominium
 1000 Jefferson Pines II
 Charlotte, NC 28202

NOT RECORDED
 This document is not to be recorded in the public records of the State of North Carolina. It is intended for the use of the Board of Directors of the Jefferson Pines II Condominium and the residents of the Jefferson Pines II Condominium. It is not to be used for any other purpose.

NOTE
 The Board of Directors of the Jefferson Pines II Condominium is pleased to announce the following information regarding the proposed development of the Jefferson Pines II Condominium. The proposed development consists of a total of 100 units, including 80 one-bedroom units, 15 two-bedroom units, and 5 three-bedroom units. The units are located on a 10-acre tract in the City of Charlotte, North Carolina. The proposed development is subject to the approval of the City of Charlotte, North Carolina, and the State of North Carolina. The Board of Directors of the Jefferson Pines II Condominium is currently in the process of obtaining the necessary approvals for the proposed development.

FILED AND RECORDED
SARASOTA, FLA.

O.R. 1839 PG 0927



21-11-86
THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OF JEFFERSON PINES II, A CONDOMINIUM

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF JEFFERSON PINES II, A CONDOMINIUM, made this 1st day of October, A.D., 1986, by STRONG BUILDERS, INC., a Florida corporation, and T.A. HAMILTON, P.A., a Florida Professional Service Corporation, hereinafter collectively referred to as "Developer"

O.R. 1890 PG 0302

W I T N E S S E T H:

WHEREAS, Developer has heretofore executed a Declaration of Condominium dated February 14, 1985, recorded at O.R. Book 1753, Pages 1695-1756, both inclusive, of the Public Records of Sarasota County, Florida, and recorded a Plat attached thereto as Exhibit "A" separately at Condominium Book 24, Pages 4, 4-A both inclusive, of the Public Records of Sarasota County, Florida;

WHEREAS, Developer has heretofore executed a First Amendment to Declaration of Condominium dated July 25, 1985, recorded at O.R. Book 1795, Pages 0330-0334, both inclusive, of the Public Records of Sarasota County, Florida;

WHEREAS, Developer has heretofore executed a Second Amendment to Declaration of Condominium dated March 3, 1986, recorded at O.R. Book 1839, Pages 0923-0927, both inclusive, of the Public Records of Sarasota County, Florida incorporating by attachment as Exhibit "A" thereto a survey plat plan and floor plan of Phase 3, certifying to the substantial completion of construction of some but not all of the improvements therein depicted;

WHEREAS, Developer is the present owner of the real property described within said Exhibit "A" attached thereto more particularly identified therein as Units 744, 746 and 748;

WHEREAS, Developer has filed simultaneously herewith attached Exhibit "A" which includes therein a Certificate of Surveyor as to the substantial completion of construction pur-

suant to F.S. 718.104(4)(e)(1985) and Paragraph 4.10 of Article 4 of the Declaration of Condominium;

NOW, THEREFORE, pursuant to Paragraph 4.10 of Article 4 of the Declaration of Condominium, Developer hereby amends the Declaration of Condominium and condominium plat as follows:

1. SUBSTANTIAL CONSTRUCTION COMPLETION CERTIFICATION.

Developer, pursuant to the Declaration of Condominium, Article 4.10 thereof, hereby amends the Declaration of Condominium, as amended, and the Condominium Plat, as amended, by the attachment of Exhibit "A" hereto which is a certificate certifying to the substantial completion of construction of Units 744, 746 and 748 therein depicted within Exhibit "A" attached to the Second Amendment to the Declaration of Condominium of Jefferson Pines, II, a Condominium, which survey and plat plan and floor plans were separately recorded at Condominium Book 25, Pages 27 and 27A, of the Public Records of Sarasota County, Florida.

2. VALIDITY OF DECLARATION

This Amendment shall take effect at the time it is recorded in the Public Records of Sarasota County, Florida, simultaneously with the filing of the attached Exhibit "A" and the Condominium Plat heretofore recorded is hereby deemed to be amended to include the Certificate. The definitions of "condominium," "land," "common elements," "limited common elements" set forth within the Declaration are automatically hereby deemed amended to conform to the provisions of this Third Amendment and the state of facts set forth in the Plat Plan and all other definitions within the Declaration shall also be deemed amended to conform to this Third Amendment and the attached and incorporated Certificate and Plat Plan, including without limitation, the definitions of "unit," "unit owner," "mortgagee" and "improvements." Except as specifically amended herein, all other provisions of the Declaration shall remain in

D.R. 1690 PS 0303

full force and effect as originally executed, and the Declaration as specifically amended by this Third Amendment is hereby reaffirmed and ratified.

IN WITNESS WHEREOF, Developer has executed this Third Amendment to Declaration of Condominium of Jefferson Pines II, a Condominium, the day and year first above written.

O.R. 1890 Pg 0304

Witness:
[Signature]
[Signature]
[Signature]

STRONG BUILDERS, INC.
By: *[Signature]*
RICHARD L. STRONG

T.A. HAMILTON, P.A.
By: *[Signature]*
T.A. HAMILTON

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of October, 1986, by RICHARD L. STRONG, who is the President of STRONG BUILDERS, INC., a Florida corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires November 13, 1989
Bonded by U. S. Fire Insurance Co.

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of October, 1986, by T.A. HAMILTON, who is the President of T.A. HAMILTON, P.A., a Florida Service corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires November 13, 1989
Bonded by U. S. Fire Insurance Co.

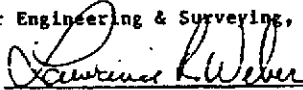
Exhibit "A" to Amendment
Declaration of Condominium of Jefferson Pines II
Certificate of Surveyor

O.R. 1890 Pg 0305

I, the undersigned, a Professional Land Surveyor authorized to practice in the State of Florida, hereby certify pursuant to Section 718.104 (4) (e), Florida Statutes, that Units 744, 746, and 748, Jefferson Pines II, Phase 3 and all planned improvements including but not limited to landscaping, utility services and access to the units and the common facilities (except recreation facilities) serving such units are substantially complete so that the plat of Jefferson Pines II, Phase 3, recorded in Condominium Book 25, Pages 27 and 27A, Public Records of Sarasota County, Florida, together with the provisions of the declaration describing the condominium property and the "as-built" measurements herein contained, are accurate representation of the location and dimensions of the improvements; and the identification, location and dimensions of the common elements and of each unit can be determined from those materials.

Weber Engineering & Surveying, Inc.

By:

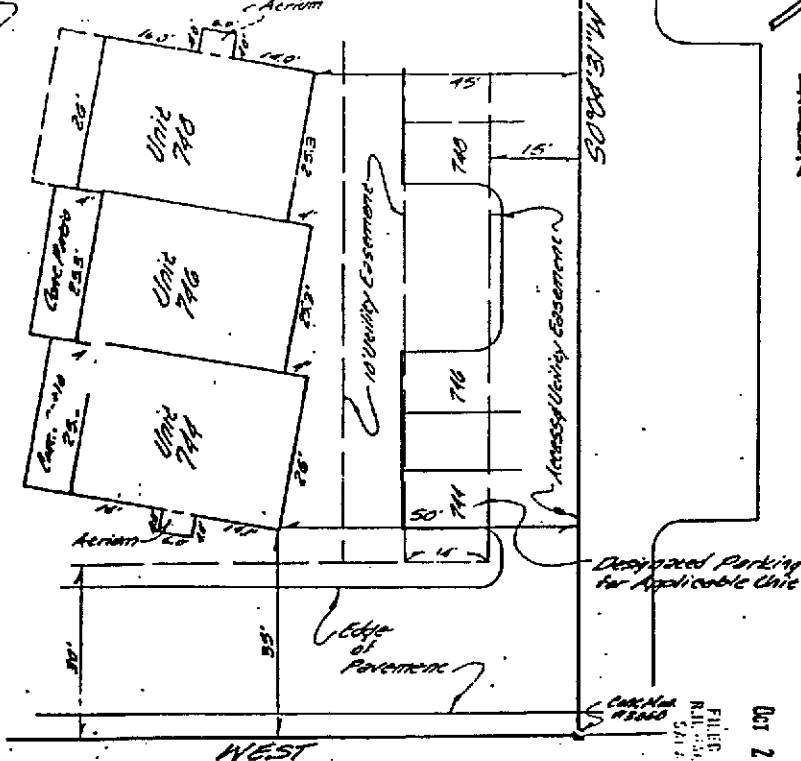


Lawrence R. Weber P.L.S.
Florida Certificate #3868

Date:

7/17/80

JEFFERSON PINES II
A Condominium
PHASE 3



O. R. 1890 Pg 0306

OCT 2 3 34 PM '86

FILED MAP 11-1-86
R. L. WEBER, ENGINEER
STATE OF FLA.

DIMENSIONS & ELEVATIONS						
Unit No.	Area Sq. Ft.	Interior Length	Interior Width	Finished Floor Elevation	Finished Ceiling Elevation	Finished Ceiling to Ceiling
744	F	34.5'	28.0'	58.36	45.10	13.26
746	F	34.5'	28.0'	58.36	45.51	12.85
748	F	34.5'	28.0'	58.36	45.10	13.26

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

WEBER ENGINEERING & SURVEYING, INC.
P.O. Box 20616, Tampa, Florida 33622
Telephone (813) 921-9914

CHECKED BY: L.R.W. DRAWN BY: J.M. JOB NO. 05018
DATE: 08/1/86 SCALE: 1"=20' DWS NO. 4422

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF JEFFERSON PINES II, A CONDOMINIUM

** OFFICIAL RECORDS **
 BOOK 2226
 PAGE 2492

THIS FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF JEFFERSON PINES II, A CONDOMINIUM, made this 3rd day of May, A.D., 1990, by SARASOTA COUNTY BUILDERS AND DEVELOPERS, INC., a Florida corporation, hereinafter referred to as "Developer"

W I T N E S S E T H :

WHEREAS, Strong Builders, Inc., a Florida corporation and T.A. Hamilton, P.A., a Florida professional service corporation have heretofore executed a Declaration of Condominium dated February 14, 1985, recorded in O.R. Book 1753, Pages 1695-1756, both inclusive, of the Public Records of Sarasota County, Florida and recorded a Plat attached thereto as Exhibit "A" separately at Condominium book 24, Pages 4, 4-A both inclusive, of the Public Records of Sarasota County, Florida;

WHEREAS, Strong Builders, Inc., a Florida corporation and T.A. Hamilton, P.A., a Florida professional service corporation have heretofore executed a First Amendment to Declaration of Condominium as recorded in Official Records Book 1795, Pages 0330-0334, both inclusive, a Second Amendment to Declaration of Condominium as recorded in Official Records Book 1839, Pages 0923-0927, both inclusive, and a Third Amendment to Declaration of Condominium as recorded in Official Records Book 1890, Pages 0302-0306, both inclusive, all of the public records of Sarasota County, Florida;

WHEREAS, Developer is the present owner of the real property described within said Exhibit "A" attached thereto more particularly identified therein as Phase 4;

WHEREAS, pursuant to Article 4 entitled "Development Plan," Subparagraph 4.2 of the Declaration of Condominium, Developer has determined to add now Phase 4 to this condominium by its execution and filing for recording of this Fourth Amendment hereby submitting the real property described within the present recorded Condominium Plat as Phase 4;

WHEREAS, Developer has filed simultaneously herewith attached Exhibit "A" which includes therein a Certificate of Surveyor as to the substantial completion of construction pursuant to Fla.Stat. 718.104(4)(e), (1984), and Paragraph 4.10 of Article 4;

NOW THEREFORE, pursuant to Paragraph 4.2 and 4.10 of Article 4 of the Declaration of Condominium, Developer hereby amends the Declaration of Condominium and condominium plat as follows:

1. LEGAL DESCRIPTION OF REAL PROPERTY SUBMITTED TO CONDOMINIUM AS PHASE 4 OF JEFFERSON PINES II.

Developer, pursuant to the Declaration, Article 4, hereby submits as Phase 4 of JEFFERSON PINES II, a Condominium to condominium ownership, subject to all the restrictions, reservations, limitations, easements, conditions, covenants, and agreements set forth or referenced within the Declaration of Condominium, the lands described in O.R. Book 1753, Page 1729, of the Public Records of Sarasota County, as Phase 4.

2. SURVEY, PLAT PLAN AND FLOOR PLANS.

Exhibit "A" annexed hereto is a survey of the real property hereby submitted as Phase 4, a graphic description and plat plan locating the improvements thereon constructed, identifying the number of buildings, number of units, and number of each type of unit within such buildings, the common and limited common elements, their respective locations and dimensions, and a certificate certifying to the substantial completion of construction of such improvements therein depicted.

3. RESULTING PROPORTION OF OWNERSHIP INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH UNIT.

Pursuant to the Declaration, Article 4, Subparagraph 4.2 thereof, upon submission of this Phase 4 to this Condominium, there are now four (4) total phases of this Condominium which are considered as merged and upon such merger, each unit shall be vested with a 1/41st ownership of the common elements of

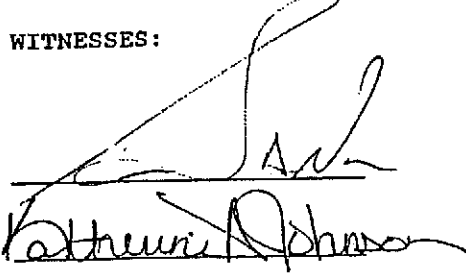
the merged phases, bear 1/41st of the common expenses of the merged phases and be entitled to 1/41st share of the common surplus of the merged phases.

4. VALIDITY OF DECLARATION.

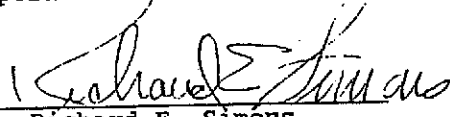
This Amendment shall take effect at the time it is recorded in the Public Records of Sarasota County, Florida, simultaneously with the filing of the attached Exhibit "A" and the Condominium Plat heretofore recorded is hereby deemed to be amended to include the Certificate. The definitions of "condominium", "land", "common elements", "limited common elements" as set forth within the Declaration are automatically hereby deemed amended to conform to the provisions of this Fourth Amendment and the state of facts set forth in the Plat Plan and all other definitions within the Declaration shall also be deemed amended to conform to this Fourth Amendment and the attached and incorporated Certificate and Plat Plan, including but not limited to, the definitions of "unit", "unit owner", "mortgagee" and "improvements". Except as specifically amended herein, all other provisions of the Declaration shall remain in full force and effect as originally executed, and the Declaration as specifically amended by this Fourth Amendment is hereby reaffirmed and ratified.

IN WITNESS WHEREOF, Developer has executed this Fourth Amendment to Declaration of Condominium of Jefferson Pines II, a Condominium, the day and year first above written.

WITNESSES:


Katherine Johnson

SARASOTA COUNTY BUILDERS AND DEVELOPERS, INC., a Florida corporation

By: 
Richard E. Simons
As its President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd
day of May, 1990, by RICHARD E. SIMONS as President of
Sarasota County Builders and Developers, Inc., a Florida
corporation, on behalf of said corporation.

Katherine A. Johnson
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July, 5, 1993

c:\26\4\amend.4th

** OFFICIAL RECORDS **
BOOK 2226
PAGE 2495