

The following pages are the covenants, conditions, restrictions, etc. for:

Casa Del Sol Condominium in Winter Haven, FL

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

*This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.*

This information is being provided as a courtesy. However it is your responsibility as the tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

867328

POLK OFF REC. 1699 PAGE 1351

DECLARATION OF CONDOMINIUM

of

CASA DEL SOL CONDOMINIUM - PHASE I  
WINTER HAVEN, FLORIDA

THIS IS A DECLARATION OF CONDOMINIUM made this 22nd day of June, 1976 by CADESOL ESTATES, INC., a New York corporation, doing business as CASA DEL SOL (hereinafter called "Developer") for itself and its successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, the Developer is the owner of the fee simple title to the real property described in Exhibit "A"; and

WHEREAS, the Developer desires to submit the real property described in Exhibit "A", together with the improvements located thereon, to condominium ownership, in accordance with Chapter 711 of the Florida Statutes, as amended, known as and hereinafter referred to as the "Condominium Act".

NOW, THEREFORE, the Developer makes the following Declarations: *See Condominium Act, Ch. 711, Sec. 58.19, 60.*

1. PURPOSE. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such land, and including all improvements erected or installed on said land, including buildings containing apartments, together with related facilities (Developer is responsible for the construction of said improvements), to the condominium form of ownership and use in the manner provided by the Condominium Act. The provisions of the Condominium Act are incorporated herein by reference and made a part hereof. Any mandatory provision of said chapter shall control over any conflicting provisions of the Condominium Documents. Provisions of the Condominium Documents control over conflicting provisions of the statutes which are not mandatory. The real property described in Exhibit "A" represents a portion of the real property described in Exhibit "AA" which is attached hereto and by this reference made a part hereof as if fully set forth herein. The property described in Exhibit "AA" shall be hereinafter referred to as the "Casa del Sol Condominium Community". Only that part of Casa del Sol Condominium Community described in Exhibit "A" will be submitted to condominium by this Declaration. Developer or its successors or assigns may submit the remainder of Casa del Sol Condominium Community to the condominium form of ownership in the manner and in conformance with the development plan described in Paragraph 4 below.

2. SUBMISSION. The real property described in Exhibit "A" together with all improvements erected or installed on said land, including buildings containing apartments, together with related facilities are hereby submitted to the condominium form of ownership.

3. NAME. The Condominium is to be identified by the name of "CASA DEL SOL CONDOMINIUM - PHASE I" with the address of Casa del Sol Condominium to be 2500-21st Street N.W., Lake Hartridge, Winter Haven, Florida, 33880.

4. DEVELOPMENT PLAN. Casa del Sol Condominium - Phase I and any subsequent condominium developed in the Casa del Sol Condominium Community will be developed in accordance with the following provisions:

This Instrument Was Prepared By  
E. BRADFORD MILLER

R. GIBBONS, TUCKER, McEWEN, SMITH, COFER & TAUB  
Attorneys At Law  
606 Madison St., Tampa, Florida 33602

1976 JUL 7 PM 3:54

4.1 Management of Inter-related Condominiums: Casa del Sol Condominium - Phase I consists of forty-eight (48) apartment units (hereinafter referred to as "Apartment Units"). The property comprising Casa del Sol Condominium together with the improvements thereon shall have been or will be constructed by the Developer as one of the two parcels of land which the Developer or its successors or assigns plan to develop and improve as condominiums. All of said lands which Developer or its successors or assigns plan to develop and improve as condominiums are legally described herein in Exhibit "AA" to this Declaration and which collectively hereinbefore and shall hereafter be referred to as "Casa del Sol Condominium Community". Developer plans to develop all of said Condominium under a common plan. Each parcel submitted to condominium form of ownership pursuant to the common plan shall consist of a separate condominium property, but all of the condominiums within Casa del Sol Condominium Community shall be operated and governed by the same association, hereinafter designated and herein referred to as the "Association". All of the condominiums developed under the condominium plan may be referred to collectively as "Casa del Sol Condominium Community". All owners within all condominiums of Casa del Sol Condominium Community shall have the right to use and enjoy all of the Common Elements appurtenant to any and all condominiums within Casa del Sol Condominium Community, including, but not limited to, driveways, walkways, recreational facilities and recreational areas, swimming pools and surrounding facilities notwithstanding that any said recreational facilities, recreational areas, swimming pools and surrounding facilities may be located in another condominium area in said Casa del Sol Condominium Community; provided, however, that the use and enjoyment of each such area shall be limited to the owners of the condominium units is Casa del Sol Condominium Community.

4.2 Apartment Types: Each Apartment Unit in Casa del Sol Condominium - Phase I is further described by type: Either "Type A", "Type B", "Type C" or "Type D". There are twenty-eight (28) "Type A" Apartment Units, two (2) "Type B" Apartment Units, two (2) "Type C" Apartment Units, and sixteen (16) "Type D" Apartment Units. Each Type A Apartment Unit contains a living room and a dining-family room, kitchen, two bedrooms, two baths and a one-half bath. Each Type B Apartment Unit contains a living room with dining area, a kitchen, two bedrooms, two baths and a one-half bath, and a utility room. Each Type C Apartment Unit contains a living room with dining area, a kitchen, three bedrooms, two baths and a one-half bath, and a utility room. Each Type D Apartment Unit contains a living room and a dining room, a kitchen, three bedrooms, two baths and a one-half bath. A graphic description of each Apartment is shown on the survey attached hereto as Exhibit "B". The following numbered Apartment Units are Type A: 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 48, 49, 50, 51, 54, 55, 56, and 57. The following numbered Apartment Units are Type B: 46 and 47. The following numbered Apartment Units are Type C: 52 and 53. The following numbered Apartment Units are Type D: 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, and 95.

4.3 Casa del Sol Condominium Community Costs:

a. Owner's Proportionate Share: Each Apartment Unit and the owner thereof shall be charged with his proportionate share of the costs and expenses (herein referred to as "Casa del Sol Condominium Community Costs") incurred in connection with said Casa del Sol Condominium Community such as the maintenance, management and operation of all Common Elements within condominiums established and/or to be established in said Casa del Sol Condominium Community.

b. Determination of Share: Each Apartment Unit's proportionate share of said costs and expenses in connection with said Casa del Sol Condominium Community shall be computed by multiplying each owner's percentage of the Common Expenses as herein provided by a fractional part of said costs and expenses in connection with Casa del Sol Condominium Community.

c. Determination of Fraction: The fractional part of the costs and expenses in connection with the Casa del Sol Condominium Community shall be arrived at as follows:

i) By using as a numerator the number of square feet in the forty-eight apartment units in Casa del Sol Condominium - Phase I.

ii) By using as a denominator the number of square feet in all apartment units in Casa del Sol Condominium Community.

d. Other Condominiums: The Casa del Sol Condominium Community Costs for other condominiums developed in Casa del Sol Condominium Community shall be apportioned to each owner in the other condominiums in the same manner as herein described.

4.4 Reservation of Developer: Inclusion by the Developer of the lands as described in Exhibit "AA" attached to this Declaration exclusive of the lands described in Exhibit "A" attached hereto as part of a multiphase project in the development plan shall not be deemed as an obligation on the part of Developer to submit said lands or any part thereof to condominium-type ownership and inclusion by Developer of the lands described in Exhibit "AA" attached to this Declaration, exclusive of lands described in Exhibit "A" attached hereto, shall in no way constitute an encumbrance, restriction, condition, reservation, limitation or covenant affecting said lands.

4.5 Allocation of Costs: The allocation as to the Casa del Sol Condominium Community Costs shall be solely within the discretion of the Association and such determination as may be made by the Association from time to time shall be final and binding on all concerned parties.

5. DEFINITIONS: The terms used herein and in the By-Laws shall have the meanings used in the Condominium Act and as follows unless the context otherwise requires:

5.1 "Apartment" means unit as defined in the Condominium Act.

5.2 "Apartment Owner" means unit owner as defined by the Condominium Act and by this Declaration.

5.3 "Association" means Casa del Sol (Winter Haven) Condominium Association, Inc., a Florida corporation not for profit, and its successors.

5.4 "Common Elements" means common elements as defined by the Condominium Act, but in addition, the term "Common Elements" shall include the tangible personal property required for the maintenance and operation of the Condominium, even though owned by the Association from time to time as well as the items stated in the Condominium Act.

5.5 Common Expenses include:

a. Expenses of administration, expenses of maintenance, operation, repair, replacement of Common Elements and other portions of the Apartments to be maintained by the Association.

b. Expenses declared Common Expenses by the provisions of this Declaration or By-Laws of the Association.

c. Any valid charge against the Condominium Property as a whole.

d. Charges for utility services except such services as are metered separately to each Apartment.



e. Fees and charges of any individual or entity employed by the Association to manage and administer the affairs of the Condominium or the Association.

5.6 "Condominium" means all of the Condominium Property of Casa del Sol Condominium - Phase I when the context so permits as well as the meaning stated in the Condominium Act. Unless expressly so stated, the word "Condominium" when used herein shall not be deemed to include the entire Casa del Sol Condominium Community, but only Casa del Sol Condominium - Phase I.

5.7 "Condominium Parcel" means the Apartment, together with an undivided interest in the Common Elements appurtenant thereto.

5.8 "Unit Owner" means the owner of a condominium parcel.

5.9 "Townhouse" means unit as defined by the Condominium Act and is synonymous with Apartment.

6. DEVELOPMENT PLAN. The Condominium Property is described and established as follows:

6.1 Survey and Plot Plan: A survey of the land and a graphic description of the improvements in which the units are located and a plot plan thereof are attached hereto as Exhibit "B" and are in sufficient detail to identify the Common Elements and each unit and their relative locations and approximate dimensions when read together with the provisions of this Declaration of Condominium. Attached to the survey and made a part thereof is a certificate prepared and signed in accordance with the requirements of Sub-section 711.08(1)(e) of the Condominium Act.

6.2 Improvements - General Description: The Condominium includes the apartment buildings containing 48 units, together with the balconies, walks, landscaping, automobile parking and other facilities and areas, as shown on Exhibit "B". Each Apartment is identified by a separate number as delineated in Exhibit "B".

6.3 Upper and Lower Boundaries: The upper and lower boundaries of the Apartment herein referred to as the Apartment or condominium unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

a. Upper Boundary - horizontal plane of the undecorated, unfinished ceiling.

b. Lower Boundary - horizontal plane of the undecorated, unfinished floor.

6.4 Perimetrical Boundaries: The perimetrical boundaries of the Apartment shall be the vertical plane of the undecorated, finished interior of the walls bounding the Apartment extending to the intersections with each other and the upper and lower boundaries.

6.5 Common Elements: The Common Elements include the land and all other parts of the Condominium not within the Apartments. Each Apartment Owner shall be deemed to own the inner decorated or finished surfaces of the perimeter walls, floors and ceilings.

6.6 Limited Common Elements:

a. Balconies and Patios: All balconies and patios not included within an apartment description shall be Limited Common Elements appurtenant to the Apartment immediately adjacent to the extent that they are to be used by the respective adjacent Apartment

Owners to the exclusion of other Apartment Owners. Balconies and patios included in the apartment description are not burdened with an easement in favor of other Apartment Owners and are subject to the exclusive use of the owners of the adjacent Apartments.

b. Automobile Parking Areas: Each Apartment shall have appurtenant to it a permanently assigned garage which shall contain one or two automobile parking spaces, which garage will be attached to the Apartment to which it is appurtenant as shown in Exhibit "B". These garages are not burdened with an easement in favor of other Apartment Owners and are subject to the exclusive use of the owners of the adjacent Apartments.

c. When an Apartment is transferred or conveyed by a unit owner to a subsequent unit owner, all Limited Common Elements appurtenant to such Apartment shall be automatically transferred to the subsequent unit owner.

6.7 Easements: In addition to the easements provided by the terms of the Condominium Act, the following easements are created:

a. Utility Easements: Utility easements are reserved through the Condominium Property as may be required for the utility services in order to adequately serve the Condominium; provided, however, that such easements through an Apartment shall be only according to the plans and specifications for the Apartment building, or as the building is constructed, unless approved in writing by the Apartment Owner.

b. Easement of Unintentional and Non-Negligent Encroachments and Settlement Easements: If an Apartment shall encroach upon any Common Element, or upon any other Apartment, or a Common Element encroaches upon any Apartment by reason of original construction or by the non-purposeful or non-negligent act of an Apartment Owner or the Association, including, but not limited to, encroachments caused by settlement or slight movement of the building or building foundation, then an easement appurtenant to such encroaching Apartment or Common Element, as the case may be, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

c. Costs -Easements: Inasmuch as this Condominium may constitute one phase of a multi-phase project, Developer hereby reserves the right to create easements in favor of the balance of the property described in Exhibit "AA" (which is the remainder of the Casa del Sol Condominium Community property) and the owners or future owners of the property therein for ingress and egress, which easements may be necessary to provide access over walkways and driveways, power, electric, telephone, sewer or other utility services and lighting facilities, irrigation, television transmission facilities, security services and facilities in connection therewith, and the like. Developer, for itself, its nominee and its successors and assigns, further reserves the right to impose and grant upon Common Elements of this Condominium henceforth and from time to time such easements and costs in favor of other condominiums in Casa del Sol Condominium Community for any of the foregoing purposes which Developer or its successors and assigns deems to be in the best interest of, and/or necessary and proper for the Condominium. Developer shall be under no obligation to convey or rent any of the above described easements and all easements described herein shall be in addition to the easements granted and conveyed by the survey document attached hereto as Exhibit "B".

6.8 Provisions for Alterations of Apartments By Developer:

a. Alteration of Apartment Plans: Developer reserves the right to alter the interior design and arrangement

of Apartments and to alter the boundaries between Apartments so long as Developer owns the Apartments so altered, which alterations are hereinafter referred to as "Alterations".

b. Amendment of Declaration: Any Alteration which increases the number of Apartments or alters the boundaries of the Common Elements (other than the interior of walls abutting Apartments owned by the Developer) shall require an amendment of this Declaration in the manner herein provided, which amendment shall, if appropriate, adjust the shares of the Common Elements, Common Expenses and Common Surplus. In the event that such amendment does not adjust the shares of the Common Elements, Common Expenses or Common Surplus, such amendment need be signed and acknowledged only by the Developer and need not be approved by the Association, Apartment Owners, or lienors or mortgagees of the Apartments, whether or not such approvals are elsewhere required for an amendment of this Declaration.

7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND SURPLUS AND SHARING EXPENSES.

7.1 Ownership Share: The owner of each Apartment shall own a share and certain interest in the Condominium Property, which share and interest are appurtenant to his Apartment, including, but not limited to, an interest in the land and other Common Elements. The undivided share of the total Common Elements and Common Surplus that are appurtenant to each Apartment Unit is as follows:

An undivided .0188% share to each Type A Apartment Unit:	28 Type A Units x .0188	52.640%
An undivided .0197% share to each Type B Apartment Unit:	2 Type B Units x .0197	3.940%
An undivided .0230% share to each Type C Apartment Unit:	2 Type C Units x .0230	4.600%
An undivided .0242% share to each Type D Apartment Unit:	16 Type D Units x .0242	48.820%
		<u>100.000%</u>

7.2 Share of Common Expenses: Each Apartment Owner shall be liable for a proportionate share of the Common Expenses. Such share shall be the same as the undivided share in the Common Elements and in the Common Surplus that is appurtenant to his Apartment.

8. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property, the restrictions upon its Alteration and improvement shall be as follows:

8.1 Apartments:

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

i) All portions of an Apartment including balconies and patios, except interior surfaces, contributing to the support of the Apartment building, which portions shall include, but not be limited to, the outside walls of the Apartment building and all fixtures on its exterior, boundary walls of the Apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls. (This obligation shall include the duty of cleaning and washing all windows in the Apartments at intervals determined by the Board of Directors.)

ii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an Apartment maintained by the Association; and all such facilities contained within an Apartment that service part or parts of the Condominium other than the Apartment within which contained.

iii) All incidental damage caused to an Apartment by such work shall be repaired promptly at the expense of the Association.

b. By Apartment Owner: The responsibility of Apartment Owner shall be as follows:

i) To maintain, repair and replace at his expense all portions of his Apartment except the portions to be maintained, repaired and replaced by the Association; provided, however, that it shall be the duty of the Apartment Owner to repair or replace all broken windows in his Apartment. Such shall be done without disturbing the rights of other Apartment Owners.

ii) To maintain, repair and replace at his expense the air conditioning and heating equipment serving his Apartment and all appliances and fixtures located in his Apartment.

iii) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Apartment building.

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

b. Alterations and Improvements: Except as elsewhere reserved to the Developer, neither an Apartment Owner nor the Association shall make any Alteration in the portions of an Apartment or Apartment building that are to be maintained by the Association, or any portion of such, or make any additions to them, or do anything that would jeopardize the safety and soundness of the Apartment building or impair any easement, without first obtaining approval from the Board of Directors of the Association. A copy of plans of all such work shall be filed with the Association prior to the start of the work.

## 8.2 Common Elements:

a. By the Association: The maintenance and operation of the Common Elements shall be the responsibility of the Association and a Common Expense.

b. Alteration and Improvements: The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the rights of any Apartment Owner or any Approved Mortgagee, provided, however, if the cost of the same shall exceed \$5,000.00, the affirmative vote of two-thirds (2/3) of the Apartment Owners shall be required in addition to such Board approval and the cost of such Alterations and improvements shall be assessed against the Apartment Owners in the manner provided in the By-Laws.

## 9. COMMON EXPENSES AND ASSESSMENTS.

9.1 Common Expense: The Association, by the Board, shall prepare and adopt an annual budget for the operation and maintenance of the Association and the Condominium (the "Budget"). Such Common Expenses of this Condominium shall be shared by and among each Apartment Owner in the manner determined under Paragraph 7 of this Declaration, which share shall be assessed against each Apartment Owner annually (the "Annual Assessment"). Notwithstanding such method of allocation of Budget expenses, however, Apartment Owners shall be obligated to pay any special assessments as shall be levied in addition to the Annual Assessment by the Board against Apartments as a result of (a) extra ordinary items of expense, (b) the failure or refusal of other Apartment Owners to pay their respective Annual Assessment, or (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

9.2 Assessments.

a. Share: Apartment Owners shall be personally liable, jointly and severally, to the Association for the payment of the Annual Assessment or of any special assessment levied by the Association and for all costs of collecting such assessments, including interest, delinquent assessments and attorneys' fees. Annual assessments may, in the discretion of the Board, be made payable in either quarterly or monthly installments in advance during the year in which such Annual Assessments apply. In the event of a default by an Apartment Owner in the payment of an installment of an Annual Assessment or in the payment of a special assessment, the Board may accelerate any remaining installments of the Annual Assessment of such Apartment Owner upon written notice thereof to such Apartment Owner, whereupon the entire unpaid balance of the Annual Assessment shall become due upon the date stated in such notice, which date shall be not less than ten (10) days after the date of such notice. In the event any special assessment, installment of an Annual Assessment, or accelerated Annual Assessment is not paid within twenty (20) days after its respective due date, the Association by action of its Board may proceed to enforce and collect any of such delinquent assessments against the Apartment Owner owing the same in any manner provided for under the Act, including foreclosure and sale of the Apartment.

b. Deposits: The Association may at any time require Apartment Owners to maintain with the Association a deposit to cover future assessments.

c. Lien: The Association shall have all of the powers, rights, privileges, and may avail itself of any and all of the legal remedies provided for by the Act, including a lien upon an Apartment for any unpaid assessment and interest thereon owed by the Apartment Owner of such Apartment and the right to collect from such Apartment Owner costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien. Unpaid assessments and interest thereon and costs and reasonable attorneys' fees incurred by the Association incident to the collection thereof or the enforcement of such lien shall become a lien against an owner's Apartment upon the recording by the Association of a Claim of Lien among the Public Records of Polk County, Florida. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate permitted by law, but in no event under the rate of ten (10%) percent per annum.

d. Liability of Approved Mortgagees: In the event an Approved Mortgagee (other than a purchase money mortgagee which is not an institution described in Paragraph 14.2 hereof) holding a first mortgage on an Apartment obtains title to such Apartment either by foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Apartment or chargeable to the former Apartment Owner of such Apartment which become due prior to any such acquisition of title unless such share or assessment is secured by a claim of lien that is recorded prior to the recording of the mortgage.

e. Interim Assessments: Hereto annexed as Exhibit "C" is a schedule of the Annual Common Expense assessments ("Interim Assessments") for the period commencing with the date hereof and ending December 31, 1976 ("Interim Assessment Period"). The Interim Assessments are only estimates of the Annual Assessments to be made pursuant to the By-Laws. The Developer guarantees that during the Interim Assessment Period, the Interim Assessments will not be increased and the Developer will pay all Common Expenses not paid for by the Interim Assessments assessed against Apartment Owners other than the Developer. Assessments determined as provided in this Paragraph 9 and the By-Laws shall be made and determined commencing with the calendar year January 1, 1977, and the Developer will pay any such assessments for any of the Apartments owned by the Developer from and after such date.

10. RIGHT OF DEVELOPER TO TRANSACT BUSINESS AND TO SELL OR LEASE APARTMENTS OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN PARAGRAPH 14.

10.1 Exclusion of Developer: The provisions, restrictions, terms and conditions of Paragraph 14 hereof shall not apply to the Developer as an Apartment Owner, and in the event and so long as Developer shall own any Apartment, whether by reacquisition or otherwise, Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way any such Apartment upon any terms and conditions as it shall deem to be in its own best interests.

10.2 Rights Reserved to Developer: Developer reserves and shall have the right to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Apartments, including the right to maintain models and a sales office, place signs, employ sales personnel, use the Common Elements, and show Apartments. Any such models, sale office, signs and other items pertaining to such sales effort shall remain the property of the Developer. This Paragraph 10 may not be suspended, superseded or modified in any manner by any amendment to the Declaration unless such amendment is consented to in writing by the Developer. This right of use and transaction of business as set forth herein and the provisions of Section 10.1 of this Paragraph may be assigned in writing by the Developer in whole or in part.

11. ASSOCIATION AND VOTING RIGHTS.

11.1 Association: The Association responsible for the operation of this Condominium and all other condominiums created in Casa del Sol Condominium Community by the Developer or its successors or assigns is Casa del Sol (Winter Haven) Condominium Association, Inc., a corporation not for profit organized and existing under the laws of the State of Florida. A true copy of the Articles of Incorporation of the Association is hereby annexed as Exhibit "D" and made a part hereof. A true copy of the By-Laws of the Association is hereby annexed as Exhibit "E" and made a part hereof.

11.2 Voting Rights of Apartment Owners: Each owner or owners collectively of the fee simple title of record of an Apartment shall be entitled to one vote with respect to matters on which a vote by the Apartment Owners is taken under the Condominium Documents or the Act.

11.3 Certificate of Designation: The vote of the owners of an Apartment owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in the certificate signed by all of the owners of the Apartment or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association and such certificate shall be valid until revoked by a subsequent such certificate. If such certificate is not filed with the Secretary of the Association, the vote of such Apartment shall not be considered for any purpose.

11.4 Purchase of Unit: The Association is authorized to purchase Apartment Unit #32 for occupancy by a resident manager. The provisions, restrictions, terms and conditions of Paragraph 14 hereof shall not apply to the Association as the owner of Apartment Unit #32 and so long as Association shall own Apartment Unit #32, Association shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way such Apartment Unit upon any terms and conditions as the Board of Directors of the Association shall deem to be in the best interest of Association.

12. APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE.

12.1 New Tax: In the event that any taxing authority



having jurisdiction over this Condominium shall levy or assess any tax or special assessment against this Condominium as a whole rather than levying and assessing such tax or special assessment against each Apartment (hereinafter referred to as a "New Tax") then such New Tax shall be paid as a Common Expense by the Association. Any New Tax shall be included, if possible, in the estimated annual Budget of the Association, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Apartment Owners. Each Apartment Owner shall be assessed by and shall pay to the Association a percentage of the New Tax equal to that percentage by which that Apartment Owner shares in the Common Elements. In the event that any New Tax shall be levied, then the Association shall separately specify and identify that portion of the annual Budget or of the special assessment attributable to such New Tax, and the portions of such New Tax allocated to an Apartment shall be and constitute a lien upon such Apartment to the same extent as though such New Tax had been separately levied by the taxing authority upon each Apartment at the time of the Annual Assessments following such budget or the levying of such special assessment.

12.2 Personal Property Tax: All personal property taxes levied or assessed against personal property owned by the Association and all Federal and State income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in all annual Budgets of the Association.

### 13. OCCUPANCY AND USE RESTRICTIONS.

13.1 Single Family Residence: The Apartment shall be used for single-family residence only. No part of the Apartment may be rented and no trade, business, profession or other type of commercial activity may be conducted in any Apartment.

13.2 Restrictions on Use: An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on his Apartment, the Common Elements or any portion of the Condominium, or which will obstruct or interfere with the rights of other Apartment Owners, or the Association. No Apartment Owner shall annoy other Apartment Owners by unreasonable noises or otherwise, nor shall any Apartment Owner commit or permit to be committed any nuisance or immoral or illegal act in his Apartment, on the Common Elements, or on any portion of the Condominium.

13.3 Signs and Aerials: No Apartment Owner shall display any sign, advertisement or notice of any type on the exterior of his Apartment or on the Common Elements of the Condominium, and no Apartment Owner shall erect any exterior antennae or aerials upon his Apartment, the Common Elements or any portion of the Condominium.

13.4 Pets: An Apartment Owner may keep a common household pet in his Apartment subject to any rules and regulations which may be promulgated by the Association from time to time. An Apartment Owner may not keep any other animals, livestock or poultry in his Apartment, nor may any of the same be raised, bred or kept upon the Common Elements or any portion of the Condominium.

13.5 Clotheslines: No clothesline or other similar device shall be allowed on any portion of the Condominium Property.

13.6 Rules and Regulations: The Association may promulgate such other rules and regulations with respect to this Condominium as it determines to be in the best interest of the Condominium and the Apartment Owners.

14. CONVEYANCES AND SALES. In order to assure a community of congenial Apartment Owners and to protect the value



of the Apartments, the sale, leasing and mortgaging of the Apartment shall be subject to the following provisions:

**14.1 Sale or Lease:** No Apartment Owner in Casa del Sol Condominium Community may convey, transfer or dispose of his Apartment or any interest therein by sale, lease or otherwise (except to the spouse, children or parents of such Apartment Owner) without approval of the Board, which approval shall be obtained in the following manner:

a. **Notice to Association:** Each and every time an Apartment Owner intends to make a sale or lease of his Apartment or any interest therein, he (the Offeror) shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease, and such other information as the Association may reasonably require on forms to be supplied by the Association (the "Offering"). The giving of such notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser or lessee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, and delivered by hand to the Secretary of the Association, who shall give a receipt therefor.

b. **Association's Election:**

(i) Within thirty (30) days after receipt of the notice, the Association by its Board shall either approve the Offering ("Approval") or furnish to the Offeror by written notice (the "Substitution Notice") the name and address of a purchaser or lessee approved by the Association to accept the Offering (the "Substituted Purchaser or Lessee").

(ii) In the event the Association furnishes the Offeror the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser or Lessee provided, however, that the Substituted Purchaser or Lessee shall not have less than thirty (30) days subsequent to the date of the Substitution Notice to consummate the sale of the Offeror's Apartment. Offeror shall be obligated to consummate the Offering with the Substituted Purchaser or Lessee upon terms no less favorable than the terms stated in the Offering, and the Offeror shall not be relieved of such obligation except upon written consent of the Association and the Substituted Purchaser or Lessee.

c. **Certificate of Approval:** Evidence of approval by the Board of a Purchaser or Lessee or of a Substituted Purchaser or Lessee or of a person acquiring title by gift, devise or inheritance or by any sale contemplated by Section 14.3(b) of this Paragraph 14 below, shall be by certificate executed by the President and Secretary of the Association in recordable form and shall be recorded in the Public Records of Polk County, Florida.

**14.2 Mortgages:** No Apartment Owner in Casa del Sol Condominium Community may mortgage his Apartment or any interest therein without the approval of the Association except to an insurance company, real estate investment trust or union pension funds licensed to conduct business in Florida, a Federal or State Chartered Savings and Loan Association or commercial bank doing business in the State of Florida, a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida; or a purchase money mortgage accepted by an Apartment Owner as part of a sales transaction of the Apartment. Hereinafter such permitted mortgagees described above are called "Approved Mortgagees". The approval or disapproval of any other mortgagee shall be within the sole and absolute discretion of the Board.

#### 14.3 Acquisition by Gift, Devise or Inheritance.

a. Any person who has obtained an Apartment by gift, devise, inheritance or any other method not heretofore considered (except for the spouse, children or parents of the immediate previous Apartment Owner of such Apartment) shall give to the Association notice thereof together with such information concerning the person(s) obtaining such Apartment as may be reasonably required by the Association and a certified copy of the instrument by which such Apartment was obtained. If such notice to the Association is not given to the Association, then at any time after receiving knowledge thereof, the Association shall proceed in accordance with Section 14.3(b) of this Paragraph 14 as if it had been given such notice on the date of receipt of such notice.

b. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association shall have the right either to approve or disapprove of such transfer of title. In the event the Association fails to take any action pursuant to this Section 14.3(b) within such thirty (30) day period, such failure to act shall be deemed to constitute such approval and the Association shall execute and record a certificate of approval. In the event that the Association disapproves such transfer of title, the Association shall advise in writing, within such thirty (30) day period, the person who has obtained such title of a purchaser or purchasers who will purchase the respective Apartment at its fair market value. The fair market value of the Apartment will be determined by any one of the following methods selected by the Association: (a) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two appraisers so selected; (b) by mutual agreement by the purchaser and the person holding title; (c) by one M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification by the person holding title that the Association has a purchaser for the respective Apartment, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Apartment in accordance with the terms of this Declaration.

c. In the event the purchaser furnished by the Association, pursuant to Section 14.3(b) immediately preceding, shall default in his obligation to purchase such Apartment, then the Association shall be required to approve passage of title to the person then holding title thereof.

14.4 Rights of Approved Mortgagee in Event of Foreclosure: Notwithstanding any provisions of this Declaration to the contrary, an Approved Mortgagee upon becoming an Apartment Owner through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become an Apartment Owner as a result of foreclosure sale by an Approved Mortgagee shall have the unqualified right to sell, lease mortgage or otherwise transfer or encumber said Apartment without prior approval by the Board, and the provisions of Section 14.1, 14.2 and 14.3 of this Paragraph 14 shall not apply to such person.

14.5 Apartment Owners Rights to Make Certain Leases Without Board Approval: Notwithstanding any of the provisions of this Declaration to the contrary, an Apartment Owner may make a lease of his entire Apartment with approval of the Association provided such lease satisfies all of the following conditions:

a. That the term thereof shall be not less than thirty (30) days nor more than ten (10) months.

b. That the lessee therein shall agree to abide by all the rules and regulations of the Association.

c. That the lease shall be in writing and an executed copy thereof shall be delivered to the Association ten (10) days prior to the occupancy of the Apartment by the lessee.

d. That the lessee shall not have the right to renew said lease or to extend the term thereof without the same being first approved by the Association.

e. That the lessee shall not have the right to sublet the Apartment or assign such lease.

15. LIABILITY INSURANCE. The Board shall maintain liability insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements, and the premiums for such insurance shall be part of the Common Expenses. Such insurance shall include public liability, workman's compensation and hired automobile coverage. All liability insurance shall contain cost liability endorsement to cover liabilities of Apartment Owners as a group to each Apartment Owner. Each Apartment Owner shall be responsible for the purchase of liability insurance for accidents occurring in his own Apartment.

16. CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS.

16.1 Policies and Coverage:

i) Each Apartment Owner in this Condominium and all other condominiums created in Casa del Sol Condominium Community by Developer or its successors and assigns shall be responsible for the purchase of casualty insurance for all of his personal property. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for the Condominium Property, including Fire and Extended Coverage Insurance, Vandalism and Malicious Mischief Insurance, and, if available, flood insurance sponsored by the Federal Government, all of which insurance shall insure all of the insurable improvements on and within the Condominium Property, including personal property owned by the Association, in and for the interest of the Association, all Apartment Owners and Approved Mortgagees, as their interest may appear, in a company acceptable to the standards set by the Board in an amount equal to the maximum insurance replacement value as determined annually by the Board. The premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and charged to the Apartment Owners as part of the Common Expenses. The company or companies with whom the Association shall place its insurance coverage as provided in this Declaration and the insurance agent or agents placing such insurance must be authorized to do business in the State of Florida with a place of business in Polk County or Hillsborough County, Florida. The Approved Mortgagee holding the highest dollar indebtedness encumbering apartments in the Condominium upon the recording of this Declaration, shall have the right, for so long as it holds a mortgage encumbering an Apartment, to approve the form of such insurance policies, the amounts thereof, the company or companies who shall be the insurers under such policies and to approve the designation of an "Insurance Trustee", as herein after defined, and a successor Insurance Trustee, which approval will not be unreasonably delayed. The right of an Approved Mortgagee to approve the insurance policy and approve the designation of the Insurance Trustee shall pass upon the expiration thereof to an Approved Mortgagee holding the highest mortgage indebtedness on Apartments. The Association shall have the right to designate an Insurance Trustee (the "Insurance Trustee") to act as an Insurance Trustee in the manner provided in this Declaration which Insurance Trustee shall be a commercial bank or trust company which is authorized to do business in the State of Florida which has its principal office in Polk County, Florida, and thereafter, at any time and from time to time, the right to change the Insurance Trustee to another such bank or trust company.

ii) In the event that additional condominiums are created in Casa del Sol Condominium Community and the unit owners in those condominiums become members of the Association, the Association shall increase the limits of the insurance purchased hereunder and acquire additional insurance to cover the interest of the unit owners of these new condominiums and their mortgagees, which shall be determined in the same manner as provided herein for the owners of units in Casa del Sol Condominium - Phase I.

16.2 Deposit With Insurance Trustee: All policies of insurance purchased by the Association shall be deposited with the Insurance Trustee upon its written acknowledgement that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, and the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Board is hereby irrevocably appointed agent for each Apartment Owner to adjust all claims arising under insurance policies purchased by the Association in which Apartment Owners have or may have an interest. The Insurance Trustee shall not be liable in any manner for the payment of any premiums on policies, the renewal of policies, the sufficiency of coverage of any such policies, or any failure to collect any insurance proceeds under any policy.

16.3 Restrictions on Rights of Mortgagee: In the event of any damage to the Condominium Property, no mortgagee shall have any right to participate in the determination of whether the Condominium Property is to be rebuilt, nor shall any mortgagee have any right to apply insurance proceeds received by the Insurance Trustee to repayment of its loan, unless such proceeds are distributed to an Apartment Owner and/or their respective mortgagees.

16.4 Duties of Insurance Trustee: The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and to hold such proceeds in trust for the Association, Apartment Owners, and Approved Mortgagees under the following terms:

a. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Apartments without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received as a result of such loss directly to the Apartment Owners of the Apartments damaged and their Approved Mortgagees, if any, as their interest may appear, and it shall be the duty of such Apartment Owners to use such proceeds to effect the necessary repairs to the Apartments to return the Apartments to their prior condition and the standards required under the Condominium Documents. The Insurance Trustee may rely upon the written statement of the Association as to whether an Apartment or a Common Element or both have suffered damage insured under any policies held by the Insurance Trustee.

b. In the event a loss of \$5,000.00 or less as determined by detailed estimates or bids for repair and reconstruction obtained by the Board occurs to any Common Element or to any Apartment and Common Elements which are contiguous, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will promptly cause the necessary repairs to be made to the Common Elements and to any such damaged contiguous Apartments. In such event, should the insurance proceeds be sufficient for the repair of the damaged Common Elements but insufficient for the repair of all damage to Apartments contiguous thereto, the proceeds shall be applied first to completely repair the Common Elements, and the balance of the funds shall be apportioned by the Association

to repair damage to the Apartments, which apportionment shall be made to each Apartment in accordance with the proportion of damage sustained by each of such Apartments, as estimated by the insurance company or companies whose policies cover such damages. Any deficiency between such proceeds apportioned to a damaged Apartment and the cost of the repair of such damaged Apartment shall be made by a special assessment against the Apartment Owner of such damaged Apartment.

c. In the event the Insurance Trustee receives proceeds in excess of \$5,000.00 as a result of damages to the Common Elements or Apartments and Common Elements which are contiguous then the Insurance Trustee shall hold in trust all insurance proceeds received with respect to such damages together with any and all monies paid to Insurance Trustee pursuant to Sub-paragraph (iii) of this Section 16.4(c) and shall distribute the funds in the following manner:

(i) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay the same.

(ii) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements, or if the insurance proceeds together with the funds described in Sub-paragraph (iii) of this Section 16.4(c) are sufficient for such purpose, then such damaged improvements shall be completely repaired and restored. The Board shall negotiate for the repair and restoration of such damaged Condominium Property and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Board, which contractor shall post a performance and payment bond with respect to such work. The Insurance Trustee shall disburse the insurance proceeds and other applicable funds held in trust in accordance with the provisions for progress payments to be contained in such construction contract, providing, however, prior to any payment of such funds the payees of such funds shall deliver to the Insurance Trustee any paid bills, waivers of lien under any lien laws, and executed affidavits required by law, the Association or any respective Approved Mortgagees.

(iii) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Apartments contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a special assessment against all of the Apartment Owners to obtain any necessary funds to repair and restore such damaged improvements. Such assessments need not be uniform as to all Apartments, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Board of the amount of such special assessment, the Board shall immediately levy such assessments against the respective Apartments setting forth the date or dates of the same and any and all funds received from the Apartment Owners pursuant to such assessment shall be delivered to the Insurance Trustee and disbursed as provided in Sub-paragraph (ii) of this Section 16.4(c) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Condominium Property and the insurance proceeds exceeds the sum of \$100,000.00 and three-fourths (3/4) of the Apartment Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a special assessment, then the Insurance Trustee shall divide the net insurance proceeds into shares described in Article VII of this Declaration and shall promptly pay each share of such proceeds to the Apartment Owners and Approved Mortgagees of record as their interest may appear (an "Insurance Proceeds Distribution").



In making such distribution to the Apartment Owners and the Approved Mortgagees, the Insurance Trustee may rely upon the certificate of an abstract company as to the names of the then Apartment Owners and their respective Approved Mortgagees.

d. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Condominium Property, and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any special assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from the insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Apartment Owners in proportion with their contributions by way of special assessment.

e. In the event the Insurance Trustee has on hand within ninety (90) days after any casualty or loss insurance proceeds and, if necessary, funds from any special assessment, sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or special assessment to the payment of its loan. Any provision contained herein for the benefit of any Approved Mortgagee may be enforced by an Approved Mortgagee.

f. Any repair, rebuilding or reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural Plans and Specifications for (i) the originally constructed Condominium Property, (ii) reconstructed Condominium Property, or (iii) new plans and specifications approved by the Board, provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of previously constructed Condominium Property shall require approval by the Approved Mortgagee holding the highest dollar indebtedness on any Apartments.

g. The Board shall determine, in its sole and absolute discretion, whether damage or loss occurs to improvements within Apartments alone, or to improvements within Common Elements and Apartments contiguous thereto.

h. The provisions of this Paragraph 16 are covenants for the benefit of Approved Mortgagees; accordingly, the provisions of this Paragraph 16 shall not be amended without the express prior written consent of the record holders of all Approved Mortgagees.

17. PROHIBITION OF FURTHER SUBDIVISION. The provisions of Section 711.05 of the Condominium Act are specifically incorporated into this Declaration, and any instrument, whether a deed, mortgage or otherwise, which describes only a portion of any Apartment shall be deemed to describe such entire Apartment and the interest in the Common Elements appurtenant.

18. SEVERABILITY. If any provision of this Declaration, the Condominium Documents or the Condominium Act is held to be invalid, the validity of the remainder of this Declaration, the Condominium Documents or the Condominium Act shall not be affected.

19. INTERPRETATION.

19.1 Titles: Articles, paragraph and sub-paragraph titles in this Declaration are intended only for convenience and in no way do such titles define, limit or in any way affect this Declaration or the meanings or contents of any material contained herein.

19.2 Usage of Genders: Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular, and the use of the singular shall include the plural.

19.3 Member: As used herein the term "Member" means and refers to any person, natural or corporate, who becomes a Member of the Association as described in the Articles and By-Laws whether or not that person participates in the Association as a Member.

19.4 Rule Against Perpetuities: In the event any court should hereafter determine any provision of this Declaration is in violation of the rule of property known as the "Rule Against Perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring lives shall be those of the Incorporators of the Association.

20. REMEDIES FOR VIOLATION. Each Apartment Owner in this condominium and all other condominiums created in Casa del Sol Condominium Community by Developer or its successors and assigns shall be governed by and shall comply with the Condominium Act and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, any Apartment Owner, or any Approved Mortgagee to bring an action for injunctive relief, damages or both and such party shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any provisions of the Condominium Documents shall not be deemed a waiver of such provision or a bar to their subsequent enforcement. In any proceeding arising because of an alleged failure of an Apartment Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the cost of any such proceeding and reasonable attorneys' fees as they may be awarded by the Court.

## 21. AMENDMENTS OF DECLARATION.

21.1 Vote of Owners: Except as to matters described in Sections 21.2 and 21.3 of this Paragraph 21, this Declaration may be amended by the affirmative vote of not less than two-thirds (2/3) of the Apartment Owners in Casa del Sol Condominium Community at any regular or special meeting of the Apartment Owners called and held in accordance with the By-Laws, provided, however, that any such amendment shall also be approved or ratified by a majority of the Board. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Condominium Act, and a true copy of such amendment shall be mailed certified mail by the Association to the Developer and to all Approved Mortgagees. The amendment shall become effective upon the recording of such certificate among the Public Records of Polk County, Florida.

21.2 Limitation on Amendments: No amendment of the Declaration shall change the configuration or size of any Apartment in any material fashion, materially alter or modify the appurtenances to such Apartment, change the proportion or percentage by which any Apartment Owner shares the Common Expenses or owns the Common Surplus nor change any Apartment's voting rights in the Association, unless all of the record holders of such Apartments and all Approved Mortgagees of record holding mortgages on such Apartments shall consent thereto. No amendment of this Declaration or any other Article or portion hereof shall change the rights or priorities of the Developer, the Association, the Apartment Owners or Approved Mortgagees without the specific written consent of the Developer, Approved Mortgagees,



the Apartment Owners affected and the owners of Apartments affected as the case may be. Consent thereto shall be evidenced by a certificate joined in and executed by such Apartment Owners and all Approved Mortgagees holding mortgages thereon and recorded in the manner provided in Section 21.1 of this Paragraph 21.

21.3 Error and Omission: Whenever it shall appear to the Board that there is a defect, error or omission in this Declaration or any other document required by law to establish this Condominium, the Association, through its Board, shall immediately call a special meeting of the Apartment Owners in Casa del Sol Condominium Community to consider amending the Declaration or such other documents in accordance with Section 11.72 of the Condominium Act. Upon the affirmative vote of one-third (1/3) of the Apartment Owners in Casa del Sol Condominium Community, the Association shall amend the appropriate documents to correct such defect, error or omission. Such amendment shall become effective upon the recording of the certificate among the Public Records of Polk County, Florida, but such certificate shall not be recorded until thirty (30) days after mailing of a copy thereof to the Approved Mortgagees unless such thirty (30) day period is waived in writing by all the Approved Mortgagees.

## 22. TERMINATION.

22.1 Manner: This Declaration may be terminated by the affirmative written consent of eighty (80) percent of the Apartment Owners in Casa del Sol Condominium Community, provided, however, that the Board consents to such termination by a vote of three-fourths (3/4) of the entire Board taken at a special meeting called for that purpose and provided further that the Members of the Association consent to such termination by a vote of three-fourths (3/4) of all of the Members taken at a special meeting of the Members called for that purpose.

22.2 Effect of Termination: In the event of the termination of this Condominium, the Condominium Property shall be deemed removed from the provisions of the Condominium Act and shall be owned in common by the Apartment Owners, pro rata, in accordance with the percentage share of each Apartment Owner in the Common Elements as provided in this Declaration, provided, however, each Apartment Owner shall continue to be responsible and liable for his share of Association Area Expenses in accordance with the provisions hereof, and any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Apartment Owners thereof as tenants in common.

23. MANAGEMENT CONTRACTS. In order to provide for the unified maintenance and upkeep of Casa del Sol Condominium - Phase I and for the entire Casa del Sol Condominium Community and for the economical discharge of the management and maintenance functions of the Common Elements and the Limited Common Elements of each condominium unit and of the recreational facilities for the benefit of the Members of the Association, the Association is authorized to and may enter into a contract with any person, firm, corporation or other real estate management agent to provide for the unified and uniform maintenance and repairs of the Condominium Property. Only one management contract shall be executed to maintain the entire Casa del Sol Condominium Community; provided, however, that the management contract may be limited to Casa del Sol Condominium - Phase I if the unit owners of subsequent condominiums created in Casa del Sol Condominium Community are not Members of the Association. The Association may grant to such management contractor any and all powers of the Association exercisable by the Board of Directors or officers as provided for in the By-Laws and Articles of Incorporation of the Association, and in accordance therewith.

IN WITNESS WHEREOF, CADESOL ESTATES, INC., doing business as Casa del Sol, has caused these presents to be signed in its name and on its behalf this 22nd day of June, 1976.

Signed sealed and delivered  
in our presence:

Annitta F. Nowood

Anthony J. Micola  
AS to CADESOL ESTATES, INC.

CADESOL ESTATES, INC.

By: [Signature]  
President

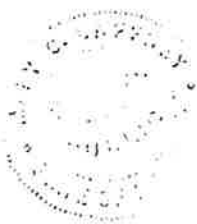
Attest: [Signature]  
Secretary

STATE OF NEW YORK

COUNTY OF NEW YORK

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared James V. Tomasi, Jr. and Norman L. Johnson, to me known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of CADESOL ESTATES, INC. and severally acknowledged before me that they executed the same as such officers in the name of and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of June, 1976.



[Signature]  
Notary Public  
State of New York

My Commission Expires: 3/30/77

MARY C. GAFFNEY  
Notary Public, State of New York  
No. 414616330  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 30, 1977

SCHEDULE OF EXHIBITS TO DECLARATION OF CONDOMINIUM  
CASA DEL SOL CONDOMINIUM - PHASE I

EXHIBIT "A"	Legal Description of Land Included in Casa del Sol Condominium - Phase I
EXHIBIT "AA"	Legal Description of Land Included in Casa del Sol Condominium Community
EXHIBIT "B"	Survey and Plot Plan
EXHIBIT "C"	Schedule of Estimated Interim Assessments for 1976
EXHIBIT "D"	Articles of Incorporation for Casa del Sol (Winter Haven) Condominium Association, Inc.
EXHIBIT "E"	By-Laws of Casa del Sol (Winter Haven) Condominium Association, Inc.

EXHIBIT "A"

to

DECLARATION OF CONDOMINIUM

CASA DEL SOL CONDOMINIUM - PHASE I

Legal Description of Land Included in  
Casa del Sol Condominium - Phase I

The South 360 feet of the North 480 feet of U.S. Government Lot 1 and also the South 320 feet of the North 800 feet of U.S. Government Lot 1 in Section 18, Township 28 South, Range 26 East, Polk County, Florida, Less and except the West 25 feet thereof for the right-of-way of Twenty-First Street Northwest, and Less and except: Beginning at a point 25 feet East of the Northwest corner of the South 360 feet of the North 480 feet of said U.S. Government Lot 1, run thence South  $89^{\circ}37'40''$  East, along the North boundary of said South 360 feet of North 480 feet, a distance of 606.10 feet; thence South  $24^{\circ}37'26''$  West, a distance of 376.49 feet; thence North  $69^{\circ}19'09''$  West, a distance of 126.99 feet; thence South  $32^{\circ}16'27''$  West, a distance of 94.25 feet; thence North  $89^{\circ}43'00''$  West, a distance of 280.04 feet to the East right-of-way boundary of Twenty-First Street Northwest; thence run North  $00^{\circ}05'00''$  West, along said East right-of-way, a distance of 379.65 feet to point-of-beginning; containing 7.4 acres, more or less; subject to easements as of record.

Lying and being in the Northeast Quarter of Section 18, Township 28 South, Range 26 East, Polk County, Florida.

EXHIBIT "AA"

to

DECLARATION OF CONDOMINIUM

CASA DEL SOL CONDOMINIUM - PHASE I

Legal Description of Land Included in  
Casa del Sol Condominium Community

Tract 1. The South 360.0 feet of the North 480.0 feet  
of U.S. Government Lot 1 in Section 18, Township 28  
South, Range 26 East, Polk County, Florida.

Tract 2. The South 320.0 feet of the North 800.0 feet  
of U.S. Government Lot 1 in Section 18, Township 28  
South, Range 26 East, Polk County, Florida.

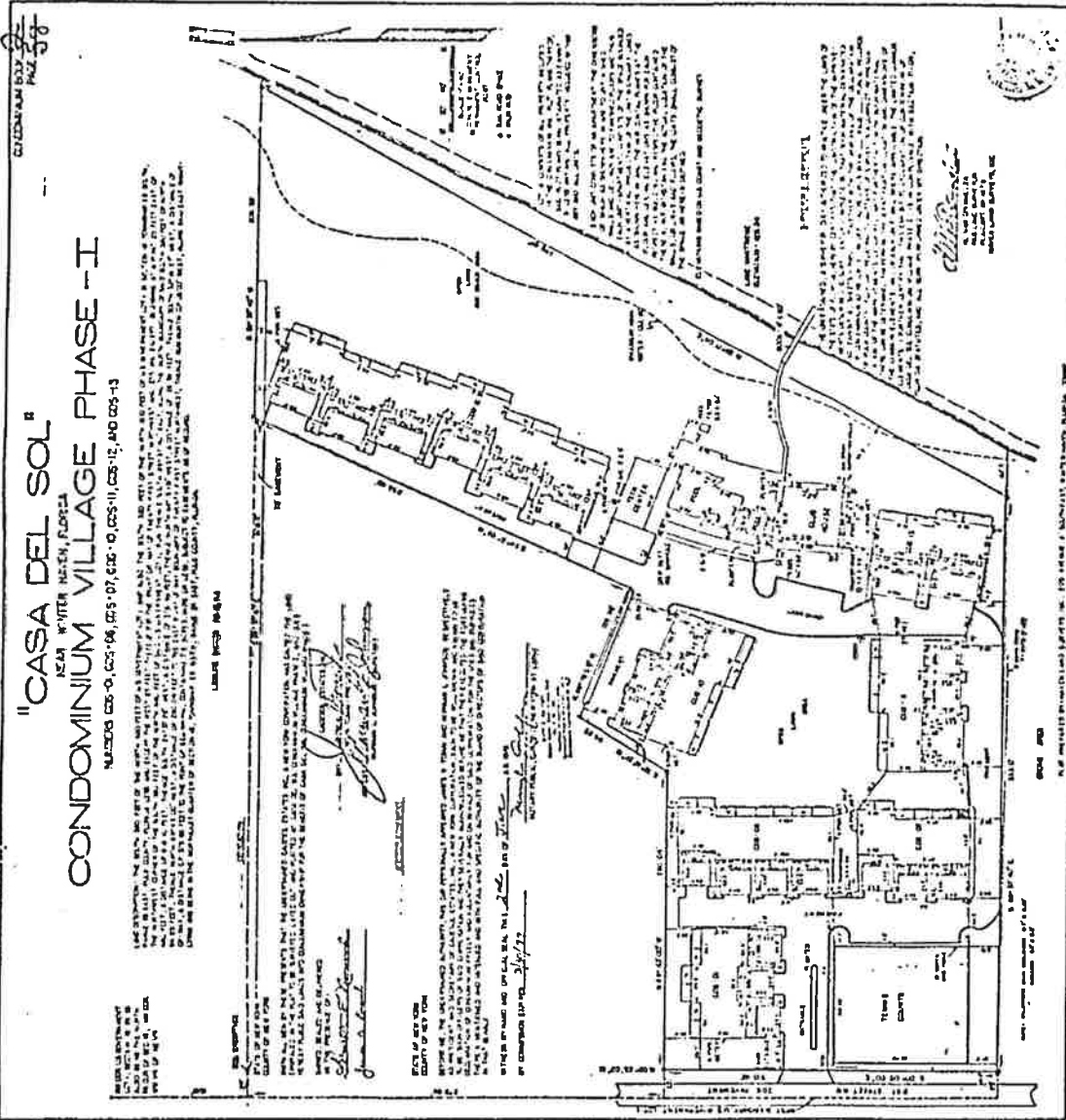
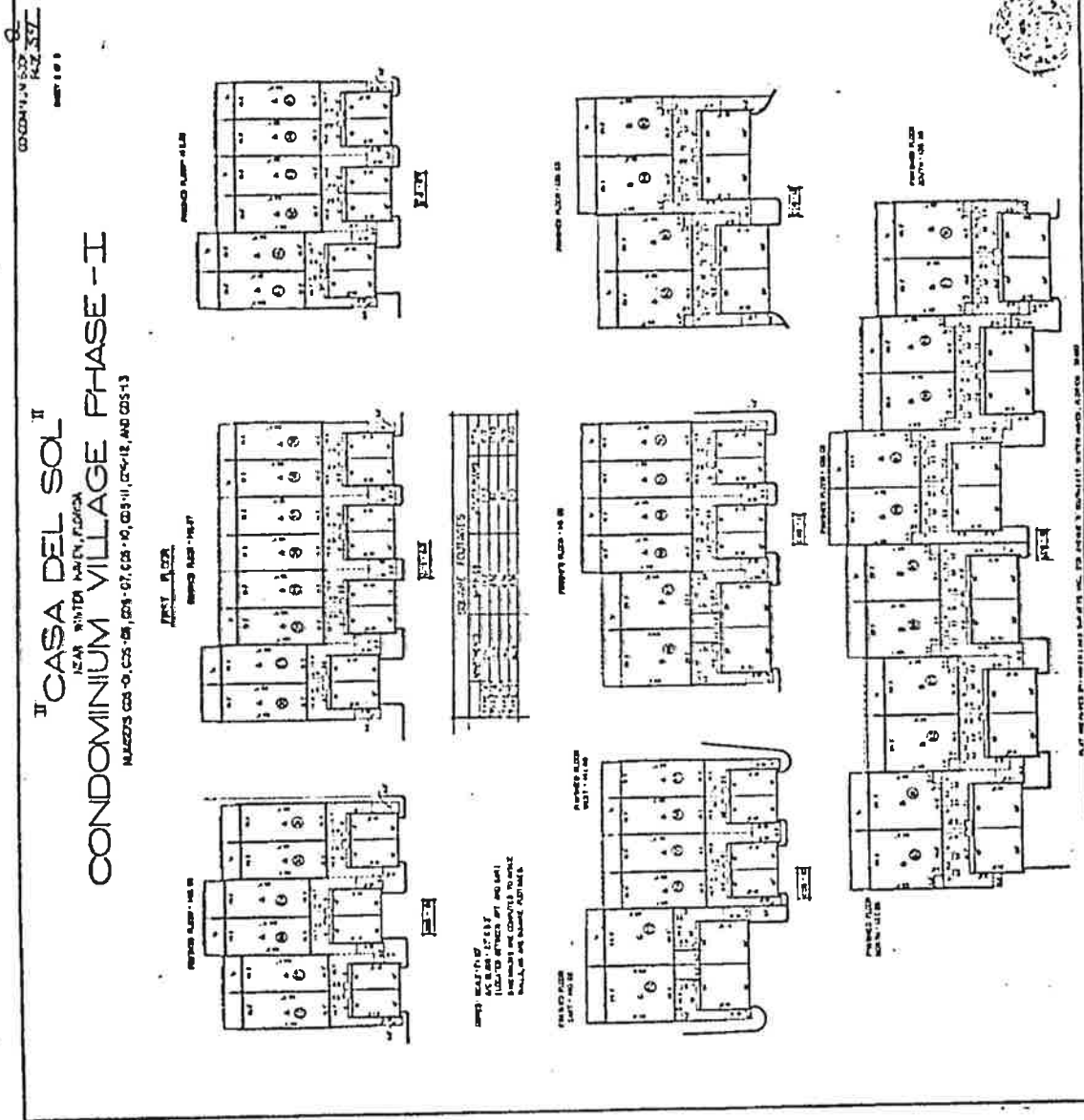


EXHIBIT "B" TO  
DECLARATION OF  
CONDOMINIUM FOR  
CASA DEL SOL  
CONDOMINIUM - PHASE I

**CASA DEL SOL II**  
 1541 WINTHROP AVE, MIAMI, FLORIDA  
**CONDOMINIUM VILLAGE PHASE - I**  
 MAJORS CDS - 0, CDS 01, CDS 10, CDS 11, CDS 12, AND CDS 13





**"CASA DEL SOL"**  
 NEAR WINTER HAVEN, FLORIDA  
**CONDOMINIUM VILLAGE PHASE - I**  
 NUMBERS CDS-01, CDS-02, CDS-03, CDS-04, CDS-05, CDS-06, CDS-07, CDS-08, CDS-09, CDS-10, CDS-11, CDS-12, AND CDS-13

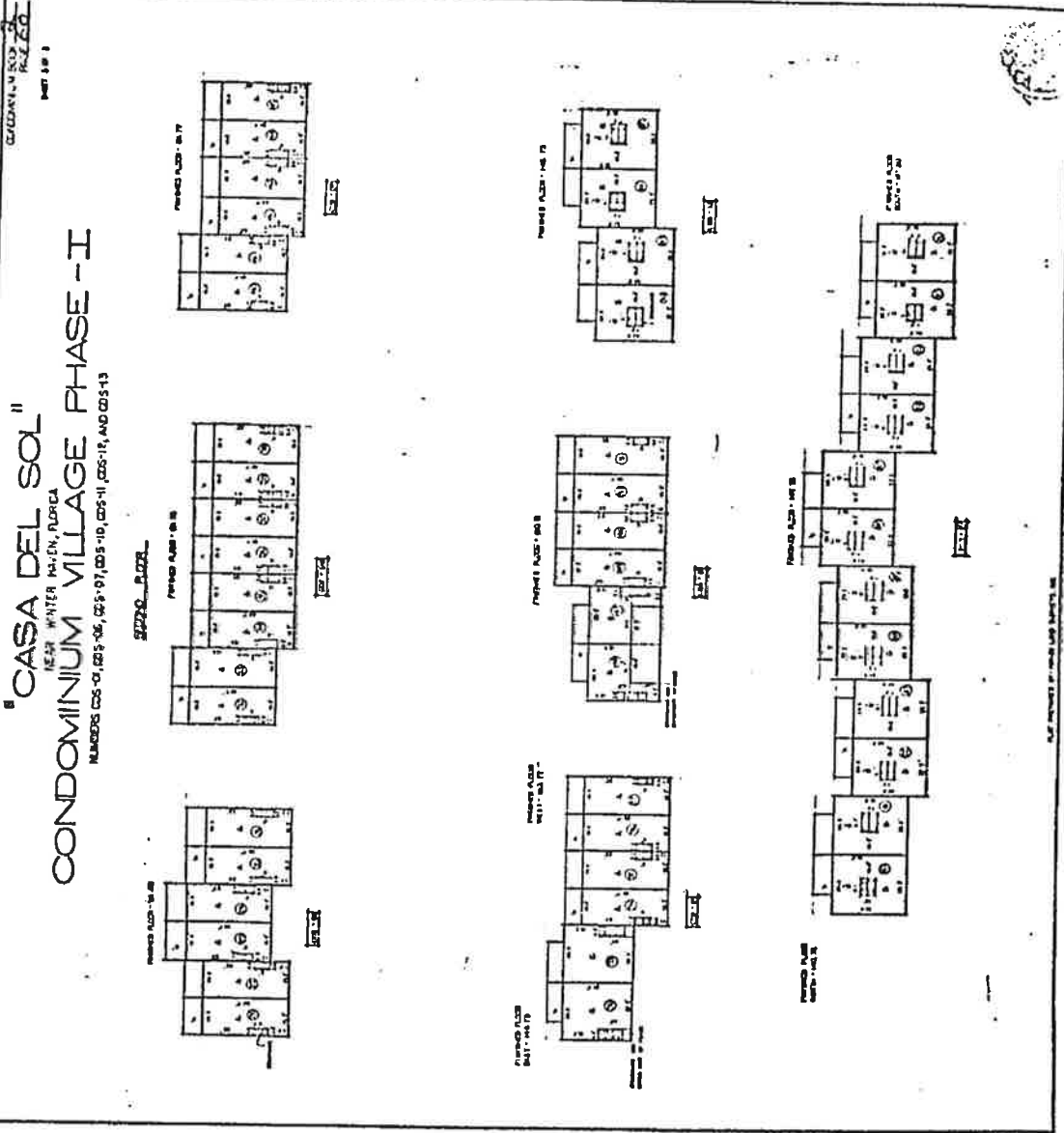


EXHIBIT "B" TO  
 DECLARATION OF  
 CONDOMINIUM FOR  
 CASA DEL SOL  
 CONDOMINIUM - PHASE I

EXHIBIT "C"  
to  
DECLARATION OF CONDOMINIUM  
CASA DEL SOL CONDOMINIUM - PHASE I

SCHEDULE OF ESTIMATED ANNUAL COMMON EXPENSE ASSESSMENTS (INTERIM ASSESSMENTS) FOR PERIOD COMMENCING WITH DATE OF DECLARATION AND ENDING DECEMBER 31, 1976.

BUDGET FOR CALENDAR YEAR 1976.

Water and Sewer	\$2,266
Garbage	1,621
Exterior Pest Control	353
Insurance	1,587
Electric	1,733
Maintenance (Grounds and Building)	2,345
Swimming Pool Maintenance	846
Reserve for Maintenance	564
Reserve for Equipment	304
Janitorial and Office Supplies	272
Payroll Taxes and Insurance	326
Audit, Accounting Services and Publication for Association	423
Resident Manager Apartment	2,078
3% Revenue for Replacement and Contingencies	400
Miscellaneous	200
TOTAL	\$15,318

ARTICLES OF INCORPORATION  
OF  
CASA DEL SOL (WINTER HAVEN)  
CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not for profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

The terms contained in these Articles which are contained in the Condominium Act shall have the meaning of such terms set forth in such Act, and the following terms will have the following meanings:

1. "Developer" means CADESOL ESTATES, INC., a New York corporation, its successors and assigns.
2. "Condominium Documents" means the Declaration of Condominium (the "Declaration") for Casa del Sol Condominium - Phase I; these Articles; the By-Laws and any instruments referred to therein.
3. "Act" means Chapter 711 of the Florida Statutes known as the Condominium Act.
4. "Apartment" means "unit" as defined in the Act, and is the part of the Condominium Property, which is subject to private ownership. The Apartment shall be in improvements only and not in any land.
5. "Apartment Owner" means the owner or owners of an Apartment.
6. "Assessment" means the share of funds required for the payment of "Common Expenses", as hereinafter defined, which from time to time is assessed against an Apartment Owner.
7. "Members" means each and every member of this Association.

8. "Common Expenses" means the expenses for which the Apartment Owners are liable to the "Association", as hereinafter defined, including any of the expenses described as "Common Expenses" in Condominium Documents, and "Common Expenses", as defined and described in the Act.

9. "Common Surplus" means the excess of all receipts of the Association over the amount of "Common Expenses" which the Apartment Owners can own.

10. "Condominium Property" means the land and all improvements thereon and all easements and rights appurtenant thereto submitted to condominium ownership. Unless expressly so stated, the words "Condominium Property" when used herein shall not be deemed to include the entire Casa del Sol Condominium Community but only the Casa del Sol Condominium - Phase I.

11. "Common Elements" means the portions of the Condominium Property, including all of the land thereof, not included in the Apartments.

12. "Association" means this Association, Casa del Sol (Winter Haven) Condominium Association, Inc., a Florida corporation not for profit.

13. "Articles" means these Articles of Incorporation.

14. "By-Laws" means the By-Laws of the Association.

15. "Board" means the Board of Directors of the Association.

#### ARTICLE I

##### NAME AND PRINCIPAL OFFICE REGISTERED OFFICE AND REGISTERED AGENT

A. The name of this Association shall be CASA DEL SOL (WINTER HAVEN) CONDOMINIUM ASSOCIATION, INC.

B. The principal office of the Association shall be located at 2500-21st Street N.W., Lake Hartridge, Winter Haven, Florida, 33880, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may

from time to time be designated by the Board of Directors.

C. The registered office of the Association shall be located at 606 Madison Street, Tampa, Hillsborough County, Florida, 33602. The registered agent at that registered office is E. Bradford Miller. The Board of Directors may, from time to time, move the location of the registered office to any other address in Florida and name a new registered agent.

## ARTICLE II

### PURPOSE OF ASSOCIATION

A. The purpose of the Association is to maintain, operate and manage Casa del Sol, a condominium located upon real property located in Polk County, Florida, that is more particularly described in Exhibit "A" attached hereto and made a part hereof, and to undertake the performance of the acts and duties incident to the administration of the operation and management of said Casa del Sol in accordance with the terms, provisions, conditions and authorizations contained in the Condominium Documents; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of Casa del Sol, a condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

B. The real property described in Paragraph (A) of this Article 2 represents a portion of the real property located in Polk County, Florida, that is more particularly described in Exhibit "AA". The foregoing property shall hereafter be referred to as the "Casa del Sol Condominium Community"; only that part of Casa del Sol Condominium Community described in Paragraph A of this Article 2 will be submitted to condominium by the Declaration. Developer, or its successors or assigns, may submit the remainder of Casa del Sol Condominium Community to the condominium form of ownership in the manner and in conformance with the development plan described in Paragraph 4 of the Declaration. The Association will maintain, operate and manage all other condominiums created in Casa del Sol

Condominium Community by Developer or its successors or assigns, subject to the provisions of Article IV(1).

### ARTICLE III

#### POWERS

A. The Association shall have the following powers which shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Condominium Documents or the Act.

2. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

(a) to make, establish and enforce reasonable rules and regulations governing the Condominium and the use of Apartments, Common Elements, Building Areas and Condominium Property.

(b) to make, levy, collect and enforce assessments against Apartment Owners to provide funds to pay for the expenses of the Association and the maintenance, operation and management of Casa del Sol Condominium in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;

(c) to maintain, repair, replace and operate the Condominium Property in accordance with the Condominium Documents and the Act;

(d) to reconstruct improvements of the Condominium Property in the event of casualty or other loss;

(e) to enforce by legal means the provisions of the Condominium Documents;

(f) to employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and management

of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association.

#### ARTICLE IV

##### MEMBERS

A. The qualification of Members, the manner of their admission to membership, the manner of termination of such membership, and voting by Members shall be as follows:

1. The owners of all Apartments in Casa del Sol shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided in Paragraph 5 of Article IV. In the event that a Declaration of Condominium is not filed for any portion of the property described in Paragraph B of Article 2, or if a Declaration of Condominium is filed for a portion of the property described in said Paragraph B of Article 2 and said Declaration does not expressly provide that the unit owners of any such condominium are Members of the Association, then, in that event, the unit owners of such condominium shall not be Members of this Association.

2. Membership shall be established by the acquisition of ownership of fee title to an Apartment in Casa del Sol Condominium as evidenced by the recording of an instrument of conveyance among the Public Records of Polk County, Florida, whereupon the membership of the prior owner thereof, if any, shall terminate as to that Apartment. Where title to an Apartment is acquired by conveyance from a party other than the Developer in the case of sale, acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Apartment shall not be a Member unless or until such acquisition is in compliance with Paragraph 14 of the Declaration. New Members shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

3. No Member may assign, hypothecate or transfer in any manner his membership or his share in the funds and assets of



the Association except as an appurtenance to his Apartment.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Apartment in Casa del Sol Condominium, which vote may be exercised or cast by the Owner or Owners of each Apartment in such manner as may be provided in the By-Laws hereafter adopted by the Association. Should a Member own more than one Apartment, such Member shall be entitled to exercise or cast as many votes as he owns Apartments, in the manner provided by the By-Laws.

5. Until such time as the property described in Article II hereof is submitted to condominium form of ownership by the recordation of the Declaration of Condominium for Casa del Sol, the membership of the Association shall consist of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

#### ARTICLE V.

##### PERPETUAL EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE VI.

##### SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

E. BRADFORD MILLER	606 Madison Street Tampa, Florida 33602
SIEGRUN BERGOS	606 Madison Street Tampa, Florida 33602
PATRICIA A. PATERSON	606 Madison Street Tampa, Florida 33602

#### ARTICLE VII.

##### OFFICERS

A. The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a

Treasurer, and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the direction of the Board.

B. The Board shall elect the President, a Vice President, a Secretary and a Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board from time to time shall determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board, provided, however, such officers may be removed by such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided, however, that the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

#### ARTICLE VIII.

##### FIRST OFFICERS

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

President	James V. Tomai
Vice President	Wayne L. Kasbar
Secretary	Norman L. Johnson
Treasurer	Norman L. Johnson

#### ARTICLE IX.

##### BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors (the "First Board") shall be three (3). The number of Directors elected subsequent to the First Board shall be as provided in Paragraph C of this Article IX.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JAMES V. TOMAI	717 Fifth Avenue New York, New York 10022
WAYNE L. KASBAR	717 Fifth Avenue New York, New York 10022
NORMAN L. JOHNSON	717 Fifth Avenue New York, New York 10022

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. When Owners other than Developer own fifteen percent or more of the Apartments that will be operated ultimately by the Association, the membership of the First Board shall be enlarged to five by the addition of two members elected by Owners other than the Developer. Owners other than the Developer shall be entitled to elect three of the five members of the Board three years after sales by Developer have been closed of seventy-five percent of the Apartments that will be operated ultimately by the Association; three months after sales have been closed by Developer of ninety percent of the Apartments that will be operated ultimately by the Association; or, when some of the Apartments have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. Developer shall be entitled to designate two of the five members of the Board as long as Developer holds for sale in the ordinary course of business any Apartments in the condominium operated by the Association. Any Director designated by the Developer need not be a resident of the condominium.

#### ARTICLE X.

##### INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or

imposed upon him or them in connection with any proceeding or litigation or settlement in which he may be involved by reason of his being or having been a director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorized reimbursement for the costs and expenses of the settlement as in the best interest of the Association, and in instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

#### ARTICLE XI.

##### BY-LAWS

The By-Laws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws.

#### ARTICLE XII.

##### AMENDMENTS

These Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and
2. A resolution approving the proposed amendment may be first originated by either the Board or the Membership. After approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted to and approved by the other of said bodies. Approval by Membership must be by a vote of two-thirds (2/3)

of the Members present at a meeting of the Membership at which a quorum is present and approval by the Board must be by two-thirds (2/3) of the Directors present at any meeting of the Directors at which a quorum is present.

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

A copy of each amendment shall be certified by the Secretary of State and recorded among the Public Records of Polk County, Florida.

Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of the Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent therefor by the Developer.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 8th day of June, 1976.

\_\_\_\_\_  
E. BRADFORD MILLER

\_\_\_\_\_  
SIEGRUN BERGOS

\_\_\_\_\_  
PATRICIA A. PATERSON

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

WITNESS my hand and official seal in the County and State last aforesaid, this 8th day of June, 1976.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
State of Florida

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared SIEGRUN BERGOS, to me known to be one of the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and she acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 1976.

\_\_\_\_\_  
Notary Public  
State of Florida At Large  
My Commission Expires:  
\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 1976.

\_\_\_\_\_  
Notary Public  
State of Florida At Large  
My Commission Expires:  
\_\_\_\_\_

## EXHIBIT "A"

The South 360 feet of the North 480 feet of U.S. Government Lot 1 and also the South 320 feet of the North 800 feet of U.S. Government Lot 1 in Section 18, Township 28 South, Range 26 East, Polk County, Florida, Less and except the West 25 feet thereof for the right-of-way of Twenty-First Street Northwest, and Less and except: Beginning at a point 25 feet East of the Northwest corner of the South 360 feet of the North 480 feet of said U.S. Government Lot 1, run thence South 89°37'40" East, along the North boundary of said South 360 feet of North 480 feet, a distance of 606.10 feet; thence South 24°37'26" West, a distance of 376.49 feet; thence North 69°19'09" West, a distance of 126.99 feet; thence South 32°16'27" West, a distance of 94.25 feet; thence North 59°43'00" West, a distance of 280.04 feet to the East right-of-way boundary of Twenty-First Street Northwest; thence run North 00°05'00" West, along said East right-of-way, a distance of 379.65 feet to point-of-beginning; containing 7.4 acres, more or less; subject to easements as of record.

Lying and being in the Northeast Quarter of Section 18, Township 28 South, Range 26 East, Polk County, Florida.



EXHIBIT "AA"

Tract 1. The South 360.0 feet of the North 480.0 feet  
of U.S. Government Lot 1 in Section 18, Township 28  
South, Range 26 East, Polk County, Florida.

Tract 2. The South 320.0 feet of the North 800.0 feet  
of U.S. Government Lot 1 in Section 18, Township 28  
South, Range 26 East, Polk County, Florida.

## BY-LAWS

of

CASA DEL SOL (WINTER HAVEN)  
CONDOMINIUM ASSOCIATION, INC.Section 1. Identification of Association.

These are the By-Laws of CASA DEL SOL (WINTER HAVEN) CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association", as duly adopted by its Board of Directors. The Association is a corporation not for profit organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose of managing, operating and administering the Casa del Sol Condominium, as hereinafter defined and the condominium property thereof.

1.1 The principal office of the Association shall be for the present at 2500 - 21st N.W., Lake Hartridge, Winter Haven, Florida, and thereafter may be located at any place in Polk County, Florida, designated by the Board of Directors of the Association.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit".

Section 2. Membership, Members' Meetings, Voting and Proxies

2.1 The qualification of members, the manner of their admission to membership in the Association, and the manner of the termination of such membership shall be as set forth in Article IV of the Articles of Incorporation.

2.2 The Members shall meet annually at the office of the Association or such other place in Polk County, Florida, as determined by the Board and as designated in the notice of such meeting.

at 7:30 o'clock P.M. on the second Wednesday of March of each year (the "Annual Meeting") commencing with the year 1977; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Wednesday which is not a legal holiday. The purpose of the Annual Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and to transact any other business authorized to be transacted by the Members.

2.3 Special Meetings of the Members shall be held at any place in Polk County, Florida, whenever called by the President, Vice President or a majority of the Board. A Special Meeting must be called by the President or the Vice President of the Association upon receipt of a written request from one-third (1/3) of the entire Membership.

2.4 A written notice of all meetings of the Members (whether the Annual Meeting or a Special Meeting of the Members) shall be mailed to each Member entitled to vote thereat at his last known address as it appears on the books of the Association not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting. Proof of such mailing shall be given by the affidavit of the person who mailed such notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Association. Notice of all meetings of Members shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to any such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing and shall set forth a waiver of written notice of such meeting.

2.5 The Membership may, at the discretion of the Board, act by written agreement in lieu of a meeting provided that written

notice of the matter or matters to be determined by such Members is given to the Membership at the addresses and within the time periods set forth in Section 2.4 herein or is duly waived in accordance with such Section. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on the Membership provided a quorum of the Membership responds in writing to such notice in the manner set forth in the notice. Any such notice shall set forth a time period during which time a response may be made thereto.

2.5 A quorum of the Membership shall consist of persons entitled to cast a majority of the votes of the entire Membership. A Member may join in the action of a meeting by signing and concurring in the minutes thereof, and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if such question is one upon which by express provisions of the Act or the Condominium Documents requires a vote other than such majority vote, then such express provision shall govern and control the required vote on the decision of such question.

2.7 If any meeting of the Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In the case of adjournment of a meeting notice to the Members of such adjournment shall, subject to the Act, be in the manner determined by the Board.

2.8 Minutes of all meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

2.9 Voting rights of Members shall be as stated in the Declaration and Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in his place and stead. Proxies shall be in writing and valid only for the particular meeting designated therein and any adjournments thereof if so stated. A proxy must be filed with the Secretary before the appointed time of a meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast pursuant to such proxy. No one person shall be permitted to hold more than five (5) proxies.

2.10 At any time prior to a vote on any matter at a meeting of the Membership, any Member may raise the question of the use of a secret written ballot for voting on any matter. In the event of the use of such secret written ballot, the chairman of the meeting shall call for nominations and the election of inspectors of election to collect and tally such written ballots upon the completion of the balloting upon such matter.

### Section 3. Board of Directors; Directors' Meetings.

3.1 The form of administration of the Association shall be by a Board of Directors. The "First Board", as defined in Article IX of the Articles, shall consist of three (3) Directors and at no time shall there be less than three (3) Directors on the Board.

3.2 The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles.

3.3 Subject to the Developer's rights set forth in Section 3.5(b) below, vacancies in the Board shall be filled by persons elected by the remaining Directors. Any such person shall be a Director and have all of the rights, privileges, duties and obligations as a Director elected at an Annual Meeting of Members and shall serve for the term prescribed in Section 3.4 of these By-Laws.

3.4 The term of each Director's service shall extend until the next Annual Members Meeting and/or until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein.

3.5 (a) A Director elected by the "Purchase Members", as provided in the Articles, may be removed from office upon the affirmative vote of two-thirds (2/3) of the Purchase Members at a special meeting of the Purchase Members for any reason deemed by the Purchase Members to be in the best interests of the Association. However, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is to be made, and such Director shall be given an opportunity to be heard at such meeting should he present prior to the vote on his removal.

(b) A Director designated by the Developer, as provided in the Articles, may be removed only by the Developer in its sole and absolute discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it, and the Developer shall notify the Board as to any such removal or vacancy and the name of the respective successor Director and of the commencement date for the term of such successor Director.

3.6 The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

3.7 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Assoc-

iation. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

3.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance for the attention of Members. Any Directors may waive notice of a meeting before, during or after such meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

3.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically otherwise provided in the Declaration, Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall, subject to the Act, be as determined by the Board.

3.10 The presiding officer at Board meetings shall be the President.

3.11 Directors' fees, if any, shall be determined by the majority of the Membership.

3.12 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.



3.13 The Board shall have the power to appoint Executive Committees of the Board consisting of not less than three (3) Directors. Executive Committees shall have and exercise such powers of the Board as may be delegated to such Executive Committee by the Board.

3.14 Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Member shall not be entitled to participate in any meeting of the Board but shall be entitled to be present only as an observer. In the event that a Member not serving as a Director or not otherwise invited by the Directors to participate in a meeting attempts to become more than an observer at such meeting, or conducts himself in a manner detrimental to the carrying on of such meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person was specifically invited by the Directors to participate in such meeting.

#### Section 4. Powers and Duties of the Board of Directors

All of the powers and duties of the Association, including those existing under the Act and the Condominium Documents, shall be exercised by the Board unless otherwise specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Act and the Condominium Documents and shall include but not be limited to the following:

4.1 Making and collecting assessments against Members to pay the costs of Common Expenses. These assessments shall be

collected through payments made directly to it by the Members as set forth in the Declaration.

4.2 Using the proceeds of assessments in the exercise of powers and duties of the Association and the Board.

4.3 Maintaining, repairing and operating the Condominium Property.

4.4 Reconstructing improvements after casualties and losses and making further authorized improvements of the Condominium Property.

4.5 Making and amending rules and regulations with respect to the use of the Condominium Property.

4.6 Approving or disapproving of proposed purchasers, lessees or mortgagees of Apartments and those acquiring Apartments by gift, devise, or inheritance, and other transferees, in accordance with the provisions set forth in the Declaration.

4.7 Enforcing by legal means the provisions of the Condominium Documents and the applicable provisions of the Act.

4.8 Entering into and terminating management agreements and contracts for the maintenance and care of the Condominium Property, including the power to delegate to third parties pursuant to such contracts all powers and duties of the Association with respect to the care and maintenance of such Property, except where approval of the Membership is specifically required by the Condominium Documents.

4.9 Paying taxes and assessments which are or may become liens against any Condominium Property other than the individual Apartments and the appurtenances thereto and assessing the same against Apartments which are or may become subject to such liens.

4.10 Purchasing and carrying insurance for the protection of Apartment Owners and the Association against casualty and liability for Condominium Property.

4.11 Paying costs of all power, water, sewer and other

utilities services rendered to the Casa del Sol Condominium and not billed to owners of individual Apartments.

4.12 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of this Association and paying all salaries therefor.

Section 5. Officers of the Association.

5.1 The officers of the Association shall be a President, who shall be a Director, a Vice President, a Treasurer, a Secretary, and, if the Board so determines, an Assistant Treasurer and an Assistant Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint such committees at such time from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the Board.

5.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event that there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etcetera, and shall exercise the powers and perform the duties of the Presidency in such order.

5.4 The Secretary shall keep the minutes of all meetings of the Board and the Membership, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

5.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

5.6 The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of any or all of the Casa del Sol Condominium.

Section 6. Accounting Records; Fiscal Management.

6.1 The Association shall maintain accounting records in accordance with good accounting practices which shall be open to inspection by Members or their authorized representatives at

reasonable times. Such authorization as a representative of a Member must be in writing and be signed by the Member giving such authorization and dated within sixty (60) days of the date of any such inspection. Written summaries of the accounting records shall be supplied at least annually to the Members. Such records shall include (a) a record of all receipts and expenditures; (b) an account for each Apartment which shall designate the name and address of the Apartment Owner, the amount of each assessment charged to the Apartment, the amounts and due dates for each assessment, the amounts paid upon such account and the balance due; and (c) an account for each Casa Del Sol Condominium indicating the Common Expenses allocated to such condominium under the "Budget" defined in the Declaration and the Common Expenses actually incurred by such condominium during the course of the fiscal year.

6.2 (a) The Board shall adopt a budget of the Common Expenses of the Association for the forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during the first two weeks of November of each year. Prior to the Budget Meeting a proposed budget shall be prepared by or on behalf of the Board which Budget shall include, but not be limited to, the following items of expenses:

- (i) Salaries
- (ii) Services
- (iii) Utilities
- (iv) Administration of the Association
- (v) Supplies and Materials
- (vi) Insurance
- (vii) Security
- (viii) Repairs and Maintenance
- (ix) Management Fees
- (x) Taxes
- (xi) Operating Capital
- (xii) Other Expenses

Copies of the proposed budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address as reflected on the books and records of the

Association not less than thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Membership.

(b) The Board may also include in any such proposed budget a sum of money as an assessment for the making of betterments to the Condominium Property or for the establishment of reserves for repair or replacement of the Condominium Property either annually or from time to time as the Board shall determine the same to be necessary. This sum of money so fixed shall then be levied upon the Members by the Board as a special assessment and shall be considered an 'Excluded Expense' under Section 6.3(a) hereof.

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a prorata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than such calendar year; (iv) assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated operating expenses and for all unpaid operating expenses previously incurred; and (v) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such Common Expenses is received. Notwithstanding the foregoing, regular and/or interim assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board

in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(a) An audit of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant designated by the Board and a copy of a report of such audit shall be furnished to each Member not later than the first day of March of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the books and records of the Association.

6.3 Until the provisions of Section 711.11(2)(f) of the Act relative to the recall of Directors are declared invalid by the Courts, or until amended by the Legislature, the following shall be applicable:

(a) Should the Budget adopted by the Board at the Budget Meeting require assessments against the Membership of an amount less than 115% of such assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the assessments required to meet the Budget exceed 115% of such assessments for said Membership for the preceding year (an "Excess Assessment"), then the provisions of Sub-sections 6.3(b), (c) and (d) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses (the "Excluded Expenses"), including the following:

- (i) Reasonable reserves in respect of repair or replacement of the Condominium Property;
- (ii) Anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis;
- (iii) Assessments for betterments to the Condominium Property; and
- (iv) Assessments for betterments to be imposed by the Board.



(b) Notwithstanding the allocation to each Apartment of its Annual Assessment, an Apartment Owner shall also be liable for any special assessments levied by the Board against his Apartment as provided in the Declaration.

Section 7. Rules and Regulations.

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operations of Casa del Sol and the use of the condominium property at any meeting of the Board, provided, however, that such rules and regulations are not inconsistent with the Condominium Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Apartment Owners at their last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 8. Parliamentary Rules.

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association, provided, however, if such Rules and Regulations are in conflict with the Articles, these By-Laws, the Declaration or the Act, then the Articles, By-Laws, Declaration or Act, as the case may be, shall apply and govern.

Section 9. Amendment of the By-Laws.

9.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at a regular or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. An amendment may be approved at the same meeting of the Board and/or Membership at which such amendment is proposed.

9.2 An amendment may be proposed either by the Board or by the Membership, and after being proposed and approved by one of such bodies, it must be approved by the other as above set forth in order to become enacted as an amendment.

9.3 No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any Approved Mortgagee as defined in the Declaration, the validity of the mortgage held by any such Approved Mortgagee or any of the rights of the Developer.

THE FOREGOING ARE THE BY-LAWS OF CASA DEL SOL (WINTER HAVEN) CONDOMINIUM ASSOCIATION, INC. A TRUE COPY OF THESE BY-LAWS SHALL BE ATTACHED TO THE DECLARATION OF CONDOMINIUM OF CASA DEL SOL CONDOMINIUM AND FOR THAT PURPOSE THESE BY-LAWS HAVE BEEN JOINED IN BY THE DEVELOPER REFERRED TO AS SUCH IN THE DECLARATION.

CASA DEL SOL (WINTER HAVEN)  
CONDOMINIUM ASSOCIATION, INC.

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Developer: CADESOL ESTATES, INC.,  
A New York Corporation

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ President

Attest: \_\_\_\_\_ Secretary

FILED, RECORDED AND  
RECORD VERIFIED  
E. D. "Bud" DIXON, Clk. Cir. Cl.  
POLK COUNTY, FLA.  
BY *dm* D.G.

## DECLARATION OF CONDOMINIUM

of

CASA DEL SOL CONDOMINIUM - PHASE II  
WINTER HAVEN, FLORIDA

THIS IS A DECLARATION OF CONDOMINIUM made this 30th day of September, 1976 by CADESOL ESTATES, INC., a New York corporation doing business as CASA DEL SOL (hereinafter called "Developer") for itself and its successors, grantees and assigns.

## W I T N E S S E T H :

WHEREAS, the Developer is the owner of the fee simple title to the real property described in Exhibit "A"; and

WHEREAS, Developer desires to submit the real property described in Exhibit "A" together with the improvements located thereon to condominium ownership, in accordance with Chapter 711 of the Florida Statutes, as amended, known as and hereinafter referred to as the "Condominium Act"; and

WHEREAS, a survey of the real property described in Exhibit "A" and a graphic description of the improvements thereon have been filed in Condominium Book 2 at Pages 67-69 of the Public Records of Polk County, Florida,

NOW, THEREFORE, the Developer makes the following Declarations:

1. PURPOSE. The purpose of this Declaration is to submit the lands described in this instrument and the improvements on such land, and including all improvements erected or installed on said land, including buildings containing apartments, together with related facilities (Developer is responsible for construction of said improvements), to the condominium form of ownership and use in the manner provided by the Condominium Act. The provisions of the Condominium Act are incorporated herein by reference and made a part hereof. Any mandatory provision of said chapter shall control over any conflicting provisions of the Condominium Documents. Provisions of the Condominium Documents control over conflicting provisions of the statutes which are not mandatory. The real property described in Exhibit "A" adjoins and is contiguous to the real property described in Exhibit "AA" which is attached hereto and by this reference made a part hereof as if fully set forth herein. The property described in Exhibit "AA" was heretofore submitted to condominium by Developer by a Declaration of Condominium of Casa del Sol Condominium - Phase I dated June 22, 1976, recorded July 7, 1976 in Official Record Book 1699 at Pages 1351-1404 of the Public Records of Polk County, Florida. The property described in Exhibit "A" and the property described in Exhibit "AA" shall be hereinafter collectively referred to as the "Casa del Sol Condominium Community".

2. SUBMISSION. The real property described in Exhibit "A" together with all improvements erected or installed on said land, including buildings containing apartments, together with related facilities are hereby submitted to the condominium form of ownership.

3. NAME. The Condominium is to be identified by the name of "CASA DEL SOL CONDOMINIUM - PHASE II" with the address of Casa del Sol Condominium to be 2500-21st Street N.W., Lake Hartridge, Winter Haven, Florida, 33880.

This Instrument Was Prepared By  
L. BRADFORD MILLER  
GIBBONS, TUCKER, MILLER, SMITH, COFER & TAUB  
Attorneys At Law  
605 Madison St. Tampa, Florida 33602  
PO Box 128 33601

76 NOV 5 PM 4:03

4. DEVELOPMENT PLAN. Casa del Sol Condominium - Phase II will be developed in accordance with the following provisions:

4.1 Management of Inter-related Condominiums: Casa del Sol Condominium - Phase II consist of forty-six (46) apartment units (hereinafter referred to as "Apartment Units"). The property comprising Casa del Sol Condominium - Phase II together with the improvements thereon shall have been or will be constructed by the Developer as the second of the two parcels of land which the Developer is developing and improving as condominiums. The first of the two parcels of land which has been submitted to condominium as Casa del Sol Condominium - Phase I consists of forty-eight (48) apartment units. The lands which Developer or its successors or assigns plan to develop and improve as Casa del Sol Condominium - Phase II are legally described in Exhibit "A" to this Declaration and the lands which Developer has heretofor developed and improved as Casa del Sol Condominium - Phase I are legally described in Exhibit "AA" to this Declaration. The lands which are described in Exhibit "A" together with the lands which are described in Exhibit "AA" have collectively hereinbefore and shall hereafter be referred to as "Casa del Sol Condominium Community". Developer plans to develop all of said Condominium under a common plan. Each parcel submitted to condominium form of ownership pursuant to the common plan shall consist of a separate condominium property, but all of the ninety-four (94) condominiums in Casa del Sol Condominium Community shall be operated and governed by the same association, hereinafter designated and referred to as the "Association". All of the 94 condominiums developed under the condominium plan may be referred to collectively as the "Casa del Sol Condominium Community". All owners within all condominiums of Casa del Sol Condominium Community shall have the right to use and enjoy all of the Common Elements appurtenant to any and all condominiums within Casa del Sol Condominium Community, including, but not limited to, driveways, walkways, recreational facilities and recreational areas, swimming pools and surrounding facilities notwithstanding that any said recreational facilities, recreational areas, swimming pools and surrounding facilities may be located in another condominium area in said Casa del Sol Condominium Community; provided, however, that the use and enjoyment of each such area shall be limited to the owners of the condominium units in Casa del Sol Condominium Community.

4.2 Apartment Types: Each Apartment Unit in Casa del Sol Condominium - Phase II is further designated by type: Either "type A", "Type B", or "Type C". There are twenty-two (22) "Type A" Apartment Units, eight (8) "Type B" Apartment Units, and sixteen (16) "Type C" Apartment Units. Each Type A Apartment Unit contains a living room and a dining-family room, kitchen, two bedrooms, two baths and a one-half bath. Each Type B Apartment Unit contains a living room with dining area, a kitchen, two bedrooms, two baths and a one-half bath, and a utility room. Each Type C Apartment Unit contains a living room with dining area, a kitchen, three bedrooms, two baths and a one-half bath, and a utility room. A graphic description of each Apartment is shown on the survey attached hereto as Exhibit "B". The following numbered Apartment Units are Type A: 1, 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, and 29. The following numbered Apartment Units are Type B: 3, 4, 22, 23, 60, 61, 64, and 65. The following numbered Apartment Units are Type C: 5, 6, 58, 59, 62, 63, 66, 67, 68, 69, 70, 71, 72, 73, 74, and 75.

4.3 Casa del Sol Condominium Community Costs:

a. Owner's Proportionate Share: Each Apartment Unit and the owner thereof shall be charged with his proportionate share of the costs and expenses (herein referred to as "Casa del Sol Condominium Community Costs") incurred in connection with said Casa del Sol Condominium Community such as maintenance, management and operation of all Common Elements within condominiums established and/or to be established in said Casa del Sol Condominium Community.

b. Determination of Share: Each Apartment Unit's proportionate share of said costs and expenses in connection with said Casa del Sol Condominium Community shall be computed by multiplying each owner's percentage of the Common Expenses as herein provided by a fractional part of said costs and expenses in connection with Casa del Sol Condominium Community.

c. Determination of Fraction: The fractional part of the costs and expenses in connection with Casa del Sol Condominium Community shall be arrived at as follows:

i) By using as a numerator the number of square feet in the forty-six Apartment Units in Casa del Sol Condominium - Phase II.

ii) By using as a denominator the total number of square feet in all ninety-four Apartment Units in Casa del Sol Condominium Community.

d. Other Condominiums: The Casa del Sol Condominium Community Costs for Casa del Sol Condominium - Phase I shall be apportioned to each owner in Casa del Sol Condominium - Phase I in the same manner as herein described and as described in Section 4.3 of the Declaration of Condominium of Casa del Sol Condominium - Phase I recorded July 7, 1976 in Official Record Book 1699 at Pages 1351-1404 of the Public Records of Polk County, Florida.

4.4 Allocation of Costs: The allocation as to the Casa del Sol Condominium Community Costs shall be solely within the discretion of the Association and such determination as may be made by the Association from time to time shall be final and binding on all concerned parties.

5. DEFINITIONS. The terms used herein and in the By-Laws shall have the meanings used in the Condominium Act and as follows unless the context otherwise requires:

5.1 "Apartment" means unit as defined in the Condominium Act.

5.2 "Apartment Owner" means unit owner as defined by the Condominium Act and by this Declaration.

5.3 "Association" means Casa del Sol (Winter Haven) Condominium Association, Inc., a Florida corporation not for profit incorporated in the Office of the Secretary of State of the State of Florida on June 10, 1976 (Charter No. 736070), and its successors.

5.4 "Common Elements" means common elements as defined by the Condominium Act, but in addition, the term "Common Elements" shall include the tangible personal property required for the maintenance and operation of the Condominium, even though owned by the Association from time to time as well as the items stated in the Condominium Act.

5.5 Common Expenses include:

a. Expenses of administration, expenses of maintenance, operation, repair, replacement of Common Elements and other portions of the Apartments to be maintained by the Association.

b. Expenses declared Common Expenses by the provisions of this Declaration or By-Laws of the Association.

c. Any valid charge against the Condominium Property as a whole.

d. Charges for utility services except such services as are metered separately to each Apartment.

e. Fees and charges of any individual or entity employed by the Association to manage and administer the affairs of the Condominium or the Association.

5.6 "Condominium" means all of the Condominium Property of Casa del Sol Condominium - Phase II when the context so permits as well as the meaning stated in the Condominium Act. Unless expressly so stated, the word "Condominium" when used herein shall not be deemed to include the entire Casa del Sol Condominium Community, but only Casa del Sol Condominium - Phase II.

5.7 "Condominium Parcel" means the Apartment, together with an undivided interest in the Common Elements appurtenant thereto.

5.8 "Unit Owner" means the owner of a condominium parcel.

5.9 "Townhouse" means unit as defined by the Condominium Act and is synonymous with Apartment.

6. DEVELOPMENT PLAN. The Condominium Property is described and established as follows:

6.1 Survey and Plot Plan: A survey of the land and a graphic description of the improvements in which the units are located and a plot plan thereof are attached hereto as Exhibit "B" and are in sufficient detail to identify the Common Elements and each unit and their relative locations and approximate dimensions when read together with the provisions of this Declaration of Condominium. Attached to the survey and made a part thereof is a certificate prepared and signed in accordance with the requirements of Sub-section 711.08(1)(e) of the Condominium Act.

6.2 Improvements - General Description: The Condominium includes the apartment buildings containing 46 units, together with the balconies, walks, landscaping, automobile parking and other facilities and areas, as shown on Exhibit "B". Each Apartment is identified by a separate number as delineated in Exhibit "B".

6.3 Upper and Lower Boundaries: The upper and lower boundaries of the Apartment herein referred to as the Apartment or condominium unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

a. Upper Boundary - horizontal plane of the undecorated, unfinished ceiling.

b. Lower Boundary - horizontal plane of the undecorated, unfinished floor.

6.4 Perimetrical Boundaries: The perimetrical boundaries of the Apartment shall be the vertical plane of the undecorated, finished interior of the walls bounding the Apartment extending to the intersections with each other and the upper and lower boundaries.

6.5 Common Elements: The Common Elements include the land and all other parts of the Condominium not within the Apartments. Each Apartment Owner shall be deemed to own the inner decorated or finished surfaces of the perimeter walls, floors and ceilings.



#### 6.6 Limited Common Elements:

a. Balconies and Patios: All balconies and patios not included within an apartment description shall be Limited Common Elements appurtenant to the Apartment immediately adjacent to the extent that they are to be used by the respective adjacent Apartment Owners to the exclusion of other Apartment Owners. Balconies and patios included in the apartment description are not burdened with an easement in favor of other Apartment Owners and are subject to the exclusive use of the owners of the adjacent Apartments.

b. Automobile Parking Areas: Each Apartment shall have appurtenant to it a permanently assigned garage which shall contain one or two automobile parking spaces, which garage will be attached to the Apartment to which it is appurtenant as shown in Exhibit "B". These garages are not burdened with an easement in favor of other Apartment Owners and are subject to the exclusive use of the owners of the adjacent Apartments.

c. When an Apartment is transferred or conveyed by a unit owner to a subsequent unit owner, all Limited Common Elements appurtenant to such Apartment shall be automatically transferred to the subsequent unit owner.

6.7 Easements: In addition to the easements provided by the terms of the Condominium Act, the following easements are created:

a. Utility Easements: Utility easements are reserved through the Condominium Property as may be required for the utility services in order to adequately serve the Condominium; provided, however, that such easements through an Apartment shall be only according to the plans and specifications for the Apartment building, or as the building is constructed, unless approved in writing by the Apartment Owner.

b. Easement of Unintentional and Non-Negligent Encroachments and Settlement Easements: If an Apartment shall encroach upon any Common Element, or upon any other Apartment, or a Common Element encroaches upon any Apartment by reason of original construction or by the non-purposeful or non-negligent act of an Apartment Owner or the Association, including, but not limited to, encroachments caused by settlement or slight movement of the building or building foundation, then an easement appurtenant to such encroaching Apartment or Common Element, as the case may be, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

c. Costs - Easements: Inasmuch as this Condominium constitutes the second phase of a multi-phase project, Developer hereby reserves the right to create easements in favor of property constituting Casa del Sol Condominium - Phase I described in Exhibit "AA" (which is the remainder of the Casa del Sol Condominium Community property) and the owners or future owners of the property therein for ingress and egress, which easements may be necessary to provide access over walkways and driveways, power, electric, telephone, sewer or other utility services and lighting facilities, irrigation, television transmission facilities, security services and facilities in connection therewith, and the like. Developer, for itself, its nominee and its successors and assigns, further reserves the right to impose and grant upon common elements of this Condominium henceforth and from time to time such easements and costs in favor of other condominiums in Casa del Sol Condominium Community for any of the foregoing purposes which Developer or its successors and assigns deems to be in the best interest of and/or necessary and proper for the Condominium. Developer shall be under no obligation to convey or rent any of the above described easements and all easements described herein shall be in addition to the easements granted and conveyed by the survey documents attached hereto as Exhibit "B".



## 6.8 Provisions for Alterations of Apartments by Developer:

a. Alteration of Apartment Plans: Developer reserves the right to alter the interior design and arrangement of apartments and to alter the boundaries between Apartments so long as Developer owns the Apartments so altered, which alterations are hereinafter referred to as "Alterations".

b. Amendment of Declaration: Any Alteration which increases the number of Apartments or alters the boundaries of the Common Elements (other than the interior of walls abutting Apartments owned by the Developer) shall require an amendment of this Declaration, in the manner herein provided, which amendment shall, if appropriate, adjust the shares of the Common Elements, Common Expenses, and Common Surplus. In the event that such amendment does not adjust the shares of the Common Elements, Common Expenses, or Common Surplus, such amendment need be signed and acknowledged only by Developer and need not be approved by the Association, Apartment Owners, or lienors or mortgagees of the Apartments, whether or not such approvals are elsewhere required for an amendment of this Declaration.

## 7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND SURPLUS AND SHARING EXPENSES.

7.1 Ownership Share: The owner of each Apartment shall own a share and certain interest in the Condominium Property, which share and interest are appurtenant to his Apartment, including, but not limited to, an interest in the land and other Common Elements. The undivided share of the total Common Elements and Common Surplus that are appurtenant to each Apartment Unit is as follows:

An undivided .01924% share to each Type A Apartment Unit:	22 Type A Units x .01924	42.328%
An undivided .02203% share to each Type B Apartment Unit:	8 Type B Units x .02203	17.624%
An undivided .02503% share to each Type C Apartment Unit:	16 Type C Units x .02503	40.048% 100.000%

7.2 Share of Common Expenses: Each Apartment Owner shall be liable for a proportionate share of the Common Expenses. Such share shall be the same as the undivided share in the Common Elements and in the Common Surplus that is appurtenant to his Apartment.

8. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property, the restrictions upon its Alteration and improvement shall be as follows:

### 8.1 Apartments:

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

i) All portions of an Apartment including balconies and patios, except interior surfaces, contributing to the support of the Apartment building, which portions shall include, but not be limited to, the outside walls of the Apartment building and all fixtures on its exterior, boundary walls of the Apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls. (This obligation shall include the duty of cleaning and washing all windows in the Apartments at intervals determined by the Board of Directors.)

ii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an Apartment maintained by the Association; and all such facilities contained within an Apartment that service part or parts of the Condominium other than the Apartment within which contained.

iii) All incidental damage caused to an Apartment by such work shall be repaired promptly at the expense of the Association.

b. By Apartment Owner: The responsibility of Apartment Owner shall be as follows:

i) To maintain, repair and replace at his expense all portions of his Apartment except the portions to be maintained, repaired and replaced by the Association; provided, however, that it shall be the duty of the Apartment Owner to repair or replace all broken windows in his Apartment. Such shall be done without disturbing the rights of other Apartment Owners.

ii) To maintain, repair and replace at his expense the air conditioning and heating equipment serving his Apartment and all appliances and fixtures located in his Apartment.

iii) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Apartment building.

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

c. Alterations and Improvements: Except as elsewhere reserved to the Developer, neither an Apartment Owner nor the Association shall make any Alteration in the portions of an Apartment or Apartment building that are to be maintained by the Association, or any portion of such, or make any additions to them, or do anything that would jeopardize the safety and soundness of the Apartment building or impair any easement, without first obtaining approval from the Board of Directors of the Association. A copy of plans of all such work shall be filed with the Association prior to the start of the work.

## 8.2 Common Elements:

a. By the Association: The maintenance and operation of the Common Elements shall be the responsibility of the Association and a Common Expense.

b. Alteration and Improvements: The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the rights of any Apartment Owner or any Approved Mortgagee, provided, however, if the cost of the same shall exceed \$5,000.00, the affirmative vote of two-thirds (2/3) of the Apartment Owners shall be required in addition to such Board approval and the cost of such Alterations and improvements shall be assessed against the Apartment Owners in the manner provided in the By-Laws.

## 9. COMMON EXPENSES AND ASSESSMENTS.

9.1 Common Expense: The Association, by the Board, shall prepare and adopt an annual Budget for the operation and maintenance of the Association and the Condominium (the "Budget"). Such Common Expenses of this Condominium shall be shared by and among each Apartment Owner in the manner determined under Paragraph 7 of this Declaration, which share shall be assessed against each Apartment

Owner annually (the "Annual Assessment"). Notwithstanding such method of allocation of Budget expenses, however, Apartment Owners shall be obligated to pay any special assessments as shall be levied in addition to the Annual Assessment by the Board against Apartments as a result of (a) extra ordinary items of expense, (b) the failure or refusal of other Apartment Owners to pay their respective Annual Assessment, or (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

## 9.2 Assessments.

a. Share: Apartment Owners shall be personally liable, jointly and severally, to the Association for the payment of the Annual Assessment or of any special assessment levied by the Association and for all costs of collecting such assessments, including interest, delinquent assessments and attorneys' fees. Annual assessments may, in the discretion of the Board, be made payable in either quarterly or monthly installments in advance during the year in which such Annual Assessments apply. In the event of a default by an Apartment Owner in the payment of an installment of an Annual Assessment or in the payment of a special assessment, the Board may accelerate any remaining installments of the Annual Assessment of such Apartment Owner upon written notice thereof to such Apartment Owner, whereupon the entire unpaid balance of the Annual Assessment shall become due upon the date stated in such notice, which date shall be not less than ten (10) days after the date of such notice. In the event any special assessment, installment of an Annual Assessment, or accelerated Annual Assessment is not paid within twenty (20) days after its respective due date, the Association by action of its Board may proceed to enforce and collect any of such delinquent assessments against the Apartment Owner owing the same in any manner provided for under the Act, including foreclosure and sale of the Apartment.

b. Deposits: The Association may at any time require Apartment Owners to maintain with the Association a deposit to cover future assessments.

c. Lien: The Association shall have all of the powers, rights, privileges, and may avail itself of any and all of the legal remedies provided for by the Act, including a lien upon an Apartment for any unpaid assessment and interest thereon owed by the Apartment Owner of such Apartment and the right to collect from such Apartment Owner costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien. Unpaid assessments and interest thereon and costs and reasonable attorney's fees incurred by the Association incident to the collection thereof or the enforcement of such lien shall become a lien against an owner's Apartment upon the recording by the Association of a Claim of Lien among the Public Records of Polk County, Florida. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate permitted by law, but in no event under the rate of ten (10%) percent per annum.

d. Liability of Approved Mortgagees: In the event an Approved Mortgagee (other than a purchase money mortgagee which is not an institution described in Paragraph 14.2 hereof) holding a first mortgage on an Apartment obtains title to such Apartment either by foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Apartment or chargeable to the former Apartment Owner of such Apartment which become due prior to any such acquisition of title unless such share or assessment is secured by a claim of lien that is recorded prior to the recording of the mortgage.

e. Interim Assessments: Hereto annexed as Exhibit "C" is a schedule of the Annual Common Expense assessments ("Interim Assessments") for the period commencing with the date hereof and ending December 31, 1976 ("Interim Assessment Period"). The Interim Assessments are only estimates of the Annual Assessments to be made pursuant to the By-Laws. The Developer guarantees that during the Interim Assessment Period, the Interim Assessments will not be increased and the Developer will pay all Common Expenses not paid for by the Interim Assessments assessed against Apartment Owners other than the Developer. Assessments determined as provided in this Paragraph 9 and the By-Laws shall be made and determined commencing with the calendar year January 1, 1977, and the Developer will pay any such assessments for any of the Apartments owned by the Developer from and after such date.

10. RIGHT OF DEVELOPER TO TRANSACT BUSINESS AND TO SELL OR LEASE APARTMENTS OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN PARAGRAPH 14.

10.1 Exclusion of Developer: The provisions, restrictions, terms and conditions of Paragraph 14 hereof shall not apply to the Developer as an Apartment Owner, and in the event and so long as Developer shall own any Apartment, whether by reacquisition or otherwise, Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way any such Apartment upon any terms and conditions as it shall deem to be in its own best interests.

10.2 Rights Reserved to Developer: Developer reserves and shall have the right to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Apartments, including the right to maintain models and a sales office, place signs, employ sales personnel, use the Common Elements, and show Apartments. Any such models, sale office, signs and other items pertaining to such sales effort shall remain the property of the Developer. This Paragraph 10 may not be suspended, superseded or modified in any manner by any amendment to the Declaration unless such amendment is consented to in writing by the Developer. This right of use and transaction of business as set forth herein and the provisions of Section 10.1 of this Paragraph may be assigned in writing by the Developer in whole or in part.

11. ASSOCIATION AND VOTING RIGHTS.

11.1 Association: The Association responsible for the operation of this Condominium and Casa del Sol Condominium - Phase I is Casa del Sol (Winter Haven) Condominium Association, Inc., a corporation not for profit organized and existing under the laws of the State of Florida. A true copy of the Articles of Incorporation of the Association as filed in the Office of the Secretary of State, State of Florida, on June 10, 1976 (Charter No. 736070) is hereby annexed as Exhibit "D" and made a part hereof. A true copy of the By-Laws of the Association is hereby annexed as Exhibit "E" and made a part hereof.

11.2 Voting Rights of Apartment Owners: Each owner or owners collectively of the fee simple title of record of an Apartment shall be entitled to one vote with respect to matters on which a vote by the Apartment Owners is taken under the Condominium Documents or the Act.

11.3 Certificate of Designation: The vote of the owners of an Apartment owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in the certificate signed by all of the owners of the Apartment or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association and such certificate shall be valid

until revoked by a subsequent such certificate. If such certificate is not filed with the Secretary of the Association, the vote of such Apartment shall not be considered for any purpose.

12. APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE.

12.1 New Tax: In the event that any taxing authority having jurisdiction over this Condominium shall levy or assess any tax or special assessment against this Condominium as a whole rather than levying and assessing such tax or special assessment against each Apartment (hereinafter referred to as a "New Tax") then such New Tax shall be paid as a Common Expense by the Association. Any New Tax shall be included, if possible, in the estimated annual Budget of the Association, or if not possible, shall be separately levied and collected as a special assessment by the Association against all of the Apartment Owners. Each Apartment Owner shall be assessed by and shall pay to the Association a percentage of the New Tax equal to that percentage by which that Apartment Owner shares in the Common Elements. In the event that any New Tax shall be levied, then the Association shall separately specify and identify that portion of the annual Budget or of the special assessment attributable to such New Tax, and the portions of such New Tax allocated to an Apartment shall be and constitute a lien upon such Apartment to the same extent as though such New Tax had been separately levied by the taxing authority upon each Apartment at the time of the Annual Assessments following such budget or the levying of such special assessment.

12.2 Personal Property Tax: All personal property taxes levied or assessed against personal property owned by the Association and all Federal and State income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in all annual Budgets of the Association.

13. OCCUPANCY AND USE RESTRICTIONS.

13.1 Single Family Residence: The Apartment shall be used for single-family residence only. No part of the Apartment may be rented and no trade, business, profession or other type of commercial activity may be conducted in any Apartment.

13.2 Restrictions on Use: An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on his Apartment, the Common Elements or any portion of the Condominium, or which will obstruct or interfere with the rights of other Apartment Owners, or the Association. No Apartment Owner shall annoy other Apartment Owners by unreasonable noises or otherwise, nor shall any Apartment Owner commit or permit to be committed any nuisance or immoral or illegal act in his Apartment, on the Common Elements, or on any portion of the Condominium.

13.3 Signs and Aerials: No Apartment Owner shall display any sign, advertisement or notice of any type on the exterior of his Apartment or on the Common Elements of the Condominium, and no Apartment Owner shall erect any exterior antennae or aerials upon his Apartment, the Common Elements or any portion of the Condominium.

13.4 Pets: An Apartment Owner may keep a common household pet in his Apartment subject to any rules and regulations which may be promulgated by the Association from time to time. An Apartment Owner may not keep any other animals, livestock or poultry in his Apartment, nor may any of the same be raised, bred or kept upon the Common Elements or any portion of the Condominium.

13.5 Clotheslines: No clothesline or other similar device shall be allowed on any portion of the Condominium Property.



13.6 Rules and Regulations: The Association may promulgate such other rules and regulations with respect to this Condominium as it determines to be in the best interest of the Condominium and the Apartment Owners.

14. CONVEYANCES AND SALES. In order to assure a community of congenial Apartment Owners and to protect the value of the Apartments, the sale, leasing and mortgaging of the Apartment shall be subject to the following provisions:

14.1 Sale or Lease: No Apartment Owner in Casa del Sol Condominium Community may convey, transfer or dispose of his Apartment or any interest therein by sale, lease or otherwise (except to the spouse, children or parents of such Apartment Owner) without approval of the Board, which approval shall be obtained in the following manner:

a. Notice to Association: Each and every time an Apartment Owner intends to make a sale or lease of his Apartment or any interest therein, he (the Offeror) shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease, and such other information as the Association may reasonably require on forms to be supplied by the Association (the "Offering"). The giving of such notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser or lessee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, and delivered by hand to the Secretary of the Association, who shall give a receipt therefor.

b. Association's Election:

(i) Within thirty (30) days after receipt of the notice, the Association by its Board shall either approve the Offering ("Approval") or furnish to the Offeror by written notice (the "Substitution Notice") the name and address of a purchaser or lessee approved by the Association to accept the Offering (the "Substituted Purchaser or Lessee").

(ii) In the event the Association furnishes the Offeror the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser or Lessee provided, however, that the Substituted Purchaser or Lessee shall not have less than thirty (30) days subsequent to the date of the Substituted Notice to consummate the sale of the Offeror's Apartment. Offeror shall be obligated to consummate the Offering with the Substituted Purchaser or Lessee upon terms no less favorable than the terms stated in the Offering, and the Offeror shall not be relieved of such obligation except upon written consent of the Association and the Substituted Purchaser or Lessee.

c. Certificate of Approval: Evidence of approval by the Board of a Purchaser or Lessee or of a Substituted Purchaser or Lessee or of a person acquiring title by gift, devise or inheritance or by any sale contemplated by Section 14.3(b) of this Paragraph 14 below, shall be by certificate executed by the President and Secretary of the Association in recordable form and shall be recorded in the Public Records of Polk County, Florida.

14.2 Mortgages: No Apartment Owner in Casa del Sol Condominium Community may mortgage his Apartment or any interest therein without the approval of the Association except to an insurance company, real estate investment trust or union pension funds licensed to conduct business in Florida, a Federal or State

Chartered Savings and Loan Association or commercial bank doing business in the State of Florida, a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida; or a purchase money mortgage accepted by an Apartment Owner as part of a sales transaction of the Apartment. Hereinafter such permitted mortgagees described above are called "Approved Mortgagees". The approval or disapproval of any other mortgagee shall be within the sole and absolute discretion of the Board.

#### 14.3 Acquisition by Gift, Devise or Inheritance.

a. Any person who has obtained an Apartment by gift, devise, inheritance or any other method not heretofore considered (except for the spouse, children or parents of the immediate previous Apartment Owner of such Apartment) shall give to the Association notice thereof together with such information concerning the person(s) obtaining such Apartment as may be reasonably required by the Association and a certified copy of the instrument by which such Apartment was obtained. If such notice to the Association is not given to the Association, then at any time after receiving knowledge thereof, the Association shall proceed in accordance with Section 14.3(b) of this Paragraph 14 as if it had been given such notice on the date of receipt of such notice.

b. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association shall have the right either to approve or disapprove of such transfer of title. In the event the Association fails to take any action pursuant to this Section 14.3(b) within such thirty (30) day period, such failure to act shall be deemed to constitute such approval and the Association shall execute and record a certificate of approval. In the event that the Association disapproves such transfer of title, the Association shall advise in writing, within such thirty (30) day period, the person who has obtained such title of a purchaser or purchasers who will purchase the respective Apartment at its fair market value. The fair market value of the Apartment ~~will be determined by any one of the following methods selected by~~ the Association: (a) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two appraisers so selected; (b) by mutual agreement by the purchaser and the person holding title; (c) by one M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification by the person holding title that the Association has a purchaser for the respective Apartment, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Apartment in accordance with the terms of this Declaration.

c. In the event the purchaser furnished by the Association, pursuant to Section 14.3(b) immediately preceding, shall default in his obligation to purchase such Apartment, then the Association shall be required to approve passage of title to the person then holding title thereof.

14.4 Rights of Approved Mortgagee in Event of Foreclosure: Notwithstanding any provisions of this Declaration to the contrary, an Approved Mortgagee upon becoming an Apartment Owner through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become an Apartment Owner as a result of foreclosure sale by an Approved Mortgagee shall have the unqualified right to sell, lease mortgage or otherwise transfer or encumber said Apartment without prior approval by the Board, and the provisions of Section 14.1, 14.2 and 14.3 of this Paragraph 14 shall not apply to such person.

14.5 Apartment Owners Rights to Make Certain Leases Without Board Approval: Notwithstanding any of the provisions of this Declaration to the contrary, an Apartment Owner may make a lease of his entire Apartment with approval of the Association provided such lease satisfies all of the following conditions:

- a. That the term thereof shall be not less than thirty (30) days nor more than ten (10) months.
- b. That the lessee therein shall agree to abide by all the rules and regulations of the Association.
- c. That the lease shall be in writing and an executed copy thereof shall be delivered to the Association ten (10) days prior to the occupancy of the Apartment by the lessee.
- d. That the lessee shall not have the right to renew said lease or to extend the term thereof without the same being first approved by the Association.
- e. That the lessee shall not have the right to sublet the Apartment or assign such lease.

15. LIABILITY INSURANCE. The Board shall maintain liability insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements, and the premiums for such insurance shall be part of the Common Expenses. Such insurance shall include public liability, workman's compensation and hired automobile coverage. All liability insurance shall contain cost liability endorsement to cover liabilities of Apartment Owners as a group to each Apartment Owner. Each Apartment Owner shall be responsible for the purchase of liability insurance for accidents occurring in his own Apartment.

16. CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS.

16.1 Policies and Coverage: Each Apartment Owner in this Condominium and all other condominiums created in Casa del Sol Condominium Community by Developer or its successors and assigns shall be responsible for the purchase of casualty insurance for all of his personal property. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for the Condominium Property, including Fire and Extended Coverage Insurance, Vandalism and Malicious Mischief Insurance, and, if available, flood insurance sponsored by the Federal Government, all of which insurance shall insure all of the insurable improvements on and within the Condominium Property, including personal property owned by the Association, in and for the interest of the Association, all Apartment Owners and Approved Mortgagees, as their interest may appear, in a company acceptable to the standards set by the Board in an amount equal to the maximum insurance replacement value as determined annually by the Board. The premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and charged to the Apartment Owners as part of the Common Expenses. The company or companies with whom the Association shall place its insurance coverage as provided in this Declaration and the insurance agent or agents placing such insurance must be authorized to do business in the State of Florida with a place of business in Polk County or Hillsborough County, Florida. The Approved Mortgagee holding the highest dollar indebtedness encumbering apartments in the Condominium upon the recording of this Declaration shall have the right, for so long as it holds a mortgage encumbering an Apartment, to approve the form of such insurance policies, the amounts thereof, the company or companies who shall be the insurers under such policies, and to approve the designation of an "Insurance Trustee", as herein-after defined, and a successor Insurance Trustee, which approval will



not be unreasonably delayed. The right of any Approved Mortgagee to approve the insurance policy and approve the designation of the Insurance Trustee shall pass upon the expiration thereof to an Approved Mortgagee holding the highest mortgage indebtedness on Apartments. The Association shall have the right to designate an Insurance Trustee (the "Insurance Trustee") to act as an Insurance Trustee in the manner provided in this Declaration which Insurance Trustee shall be a commercial bank or trust company which is authorized to do business in the State of Florida which has its principal office in Polk County, Florida, and thereafter, at any time and from time to time, the right to change the Insurance Trustee to another such bank or trust company.

**16.2 Deposit with Insurance Trustee:** All policies of insurance purchased by the Association shall be deposited with the Insurance Trustee upon its written acknowledgement that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, and the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Board is hereby irrevocably appointed agent for each Apartment Owner to adjust all claims arising under insurance policies purchased by the Association in which Apartment Owners have or may have an interest. The Insurance Trustee shall not be liable in any manner for the payment of any premiums on policies, the renewal of policies, the sufficiency of coverage of any such policies, or any failure to collect any insurance proceeds under any policy.

**16.3 Restrictions on Rights of Mortgagee:** In the event of any damage to the Condominium Property, no mortgagee shall have any right to participate in the determination of whether the Condominium Property is to be rebuilt, nor shall any Mortgagee have any right to apply insurance proceeds received by the Insurance Trustee to repayment of its loan, unless such proceeds are distributed to an Apartment Owner and/or their respective mortgagees.

**16.4 Duties of Insurance Trustee:** The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and to hold such proceeds in trust for the Association, Apartment Owners, and Approved Mortgagees under the following terms:

a. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Apartments without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received as a result of such loss directly to the Apartment Owners of the Apartments damaged and their Approved Mortgagees, if any, as their interest may appear, and it shall be the duty of such Apartment Owners to use such proceeds to effect the necessary repairs to the Apartments to return the Apartments to their prior condition and the standards required under the Condominium Documents. The Insurance Trustee may rely upon the written statement of the Association as to whether an Apartment or a Common Element or both have suffered damage insured under any policies held by the Insurance Trustee.

b. In the event a loss of \$5,000.00 or less as determined by detailed estimates or bids for repair and reconstruction obtained by the Board occurs to any Common Element or to any Apartment and Common Elements which are contiguous, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will promptly cause the necessary repairs to be made to the Common Elements and to any such damaged contiguous Apartments. In

such event, should the insurance proceeds be sufficient for the repair of the damaged Common Elements but insufficient for the repair of all damage to Apartments contiguous thereto, the proceeds shall be applied first to completely repair the Common Elements, and the balance of the funds shall be apportioned by the Association to repair damage to the Apartments, which apportionment shall be made to each Apartment in accordance with the proportion of damage sustained by each of such Apartments, as estimated by the insurance company or companies whose policies cover such damages. Any deficiency between such proceeds apportioned to a damaged Apartment and the cost of the repair of such damaged Apartment shall be made by a special assessment against the Apartment Owner of such damaged Apartment.

c. In the event the Insurance Trustee receives proceeds in excess of \$5,000.00 as a result of damages to the Common Elements or Apartments and Common Elements which are contiguous then the Insurance Trustee shall hold in trust all insurance proceeds received with respect to such damages together with any and all monies paid to Insurance Trustee pursuant to Sub-paragraph (iii) of this Section 16.4(c) and shall distribute the funds in the following manner:

(i) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay the same.

(ii) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements, or if the insurance proceeds together with the funds described in Sub-paragraph (iii) of this Section 16.4(c) are sufficient for such purpose, then such damaged improvements shall be completely repaired and restored. The Board shall negotiate for the repair and restoration of such damaged Condominium Property and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Board, which contractor shall post a performance and payment bond with respect to such work. The Insurance Trustee shall disburse the insurance proceeds and other applicable funds held in trust in accordance with the provisions for progress payments to be contained in such construction contract, providing, however, prior to any payment of such funds the payees of such funds shall deliver to the Insurance Trustee any paid bills, waivers of lien under any lien laws, and executed affidavits required by law, the Association or any respective Approved Mortgagees.

(iii) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Apartments contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a special assessment against all of the Apartment Owners to obtain any necessary funds to repair and restore such damaged improvements. Such assessments need not be uniform as to all Apartments, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Board of the amount of such special assessment, the Board shall immediately levy such assessments against the respective Apartments setting forth the date or dates of the same and any and all funds received from the Apartment Owners pursuant to such assessment shall be delivered to the Insurance Trustee and disbursed as provided in Sub-paragraph (ii) of this Section 16.4(c) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Condominium Property and the insurance proceeds exceeds the sum of \$100,000.00 and three-fourths (3/4) of the Apartment Owners advise the Board in writing on or before the date for the first payment thereof that they are

opposed to a special assessment, then the Insurance Trustee shall divide the net insurance proceeds into shares described in Article VII of this Declaration and shall promptly pay each share of such proceeds to the Apartment Owners and Approved Mortgagees of record as their interest may appear (an "Insurance Proceeds Distribution"). In making such distribution to the Apartment Owners and the Approved Mortgagees, the Insurance Trustee may rely upon the certificate of an abstract company as to the names of the then Apartment Owners and their respective Approved Mortgagees.

d. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Condominium Property, and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any special assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from the insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Apartment Owners in proportion with their contributions by way of special assessment.

e. In the event the Insurance Trustee has on hand within ninety (90) days after any casualty or loss insurance proceeds and, if necessary, funds from any special assessment, sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or special assessment to the payment of its loan. Any provision contained herein for the benefit of any Approved Mortgagee may be enforced by an Approved Mortgagee.

f. Any repair, rebuilding or reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural Plans and Specifications for (i) the originally constructed Condominium Property, (ii) reconstructed Condominium Property, or (iii) new plans and specifications approved by the Board, provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of previously constructed Condominium Property shall require approval by the Approved Mortgagee holding the highest dollar indebtedness on any Apartments.

g. The Board shall determine, in its sole and absolute discretion, whether damage or loss occurs to improvements within Apartments alone, or to improvements within Common Elements and Apartments contiguous thereto.

h. The provisions of this Paragraph 16 are covenants for the benefit of Approved Mortgagees; accordingly, the provisions of this Paragraph 16 shall not be amended without the express prior written consent of the record holders of all Approved Mortgagees.

17. PROHIBITION OF FURTHER SUBDIVISION. The provisions of Section 711.05 of the Condominium Act are specifically incorporated into this Declaration, and any instrument, whether a deed, mortgage or otherwise, which describes only a portion of any Apartment shall be deemed to describe such entire Apartment and the interest in the Common Elements appurtenant.

18. SEVERABILITY. If any provision of this Declaration, the Condominium Documents or the Condominium Act is held to be invalid, the validity of the remainder of this Declaration, the Condominium Documents or the Condominium Act shall not be affected.

19. INTERPRETATION.

19.1 Titles: Articles, paragraph and sub-paragraph titles in this Declaration are intended only for convenience and in no way do such titles define, limit or in any way affect this Declaration or the meanings or contents of any material contained herein.

19.2 Usage of Genders: Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular, and the use of the singular shall include the plural.

19.3 Member: As used herein the term "Member" means and refers to any person, natural or corporate, who becomes a Member of the Association as described in the Articles and By-Laws whether or not that person participates in the Association as a Member.

19.4 Rule Against Perpetuities: In the event any court should hereafter determine any provision of this Declaration is in violation of the rule of property known as the "Rule Against Perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring lives shall be those of the Incorporators of the Association.

20. REMEDIES FOR VIOLATION. Each Apartment Owner shall be governed by and shall comply with the Condominium Act and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, any Apartment Owner, or any Approved Mortgagee to bring an action for injunctive relief, damages or both and such party shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any provisions of the Condominium Documents shall not be deemed a waiver of such provision or a bar to their subsequent enforcement. In any proceeding arising because of an alleged failure of an Apartment Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the cost of any such proceeding and reasonable attorneys' fees as they may be awarded by the Court.

21. AMENDMENTS OF DECLARATION.

21.1 Vote of Owners: Except as to matters described in Sections 21.2 and 21.3 of this Paragraph 21, this Declaration may be amended by the affirmative vote of not less than two-thirds (2/3) of the Apartment Owners in Casa del Sol Condominium Community at any regular or special meeting of the Apartment Owners called and held in accordance with the By-Laws, provided, however, that any such amendment shall also be approved or ratified by a majority of the Board. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Condominium Act, and a true copy of such amendment shall be mailed certified mail by the Association to the Developer and to all Approved Mortgagees. The amendment shall become effective upon the recording of such certificate among the Public Records of Polk County, Florida.

21.2 Limitation on Amendments: No amendment of the Declaration shall change the configuration or size of any Apartment in any material fashion, materially alter or modify the appurtenances to such Apartment, change the proportion or percentage by which any Apartment Owner shares the Common Expenses or owns the Common Surplus nor change any Apartment's voting rights in the Association, unless all of the record holders of such Apartments and all Approved Mortgage-

gees of record holding mortgages on such Apartments shall consent thereto. No amendment of this Declaration or any other Article or portion hereof shall change the rights or priorities of the Developer, the Association, the Apartment Owners or Approved Mortgagees without the specific written consent of the Developer, Approved Mortgagees, the Apartment Owners affected and the owners of Apartments affected as the case may be. Consent thereto shall be evidenced by a certificate joined in and executed by such Apartment Owners and all Approved Mortgagees holding mortgages thereon and recorded in the manner provided in Section 21.1 of this Paragraph 21.

21.3 Error and Omission: Whenever it shall appear to the Board that there is a defect, error or omission in this Declaration or any other document required by law to establish this Condominium, the Association, through its Board, shall immediately call a special meeting of the Apartment Owners in Casa del Sol Condominium Community to consider amending the Declaration or such other documents in accordance with Section 711.72 of the Condominium Act. Upon the affirmative vote of one-third (1/3) of the Apartment Owners in Casa del Sol Condominium Community, the Association shall amend the appropriate documents to correct such defect, error or omission. Such amendment shall become effective upon the recording of the certificate among the Public Records of Polk County, Florida, but such certificate shall not be recorded until thirty (30) days after mailing of a copy thereof to the Approved Mortgagees unless such thirty (30) day period is waived in writing by all the Approved Mortgagees.

## 22. TERMINATION.

22.1 Manner: This Declaration may be terminated by the affirmative written consent of eighty (80) percent of the Apartment Owners in Casa del Sol Condominium Community, provided, however, that the Board consents to such termination by a vote of three-fourths (3/4) of the entire Board taken at a special meeting called for that purpose and provided further that the Members of the Association consent to such termination by a vote of three-fourths (3/4) of all of the Members taken at a special meeting of the Members called for that purpose.

22.2 Effect of Termination: In the event of the termination of this Condominium, the Condominium Property shall be deemed removed from the provisions of the Condominium Act and shall be owned in common by the Apartment Owners, pro rata, in accordance with the percentage share of each Apartment Owner in the Common Elements as provided in this Declaration, provided, however, each Apartment Owner shall continue to be responsible and liable for his share of Association Area Expenses in accordance with the provisions hereof, and any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Apartment Owners thereof as tenants in common.

23. MANAGEMENT CONTRACTS. In order to provide for the unified maintenance and upkeep of Casa del Sol Condominium - Phase II and for the entire Casa del Sol Condominium Community and for the economical discharge of the management and maintenance functions of the Common Elements and the Limited Common Elements of each condominium unit and of the recreational facilities for the benefit of the Members of the Association, the Association is authorized to and may enter into a contract with any person, firm, corporation or other real estate management agent to provide for the unified and uniform maintenance and repairs of the Condominium Property. Only one management contract shall be executed to maintain the entire Casa del Sol Condominium Community; provided, however, that the management contract



may be limited to Casa del Sol Condominium - Phase II if the unit owners of Casa del Sol Condominium - Phase I are not Members of the Association. The Association may grant to such management contractor any and all powers of the Association exercisable by the Board of Directors or officers as provided for in the By-Laws and Articles of Incorporation of the Association, and in accordance therewith.

IN WITNESS WHEREOF, CADESOL ESTATES, INC., doing business as Casa del Sol, has caused these presents to be signed in its name and on its behalf this 30th day of September, 1976.

Signed sealed and delivered  
in our presence:

Henrietta F. Norwood

Gertrude Asenjo  
as to CADESOL ESTATES, INC.

By: James V. Tomas, Jr.  
President

Attest: Norman L. Johnson  
Secretary

STATE OF NEW YORK

COUNTY OF NEW YORK

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared James V. Tomas, Jr. and Norman L. Johnson, to me known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of CADESOL ESTATES, INC. and severally acknowledged before me that they executed the same as such officers in the name of and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of September, 1976.  
October

Mary C. Gaffney  
Notary Public  
State of New York

My Commission Expires: 3-30-77

MARY C. GAFFNEY  
Notary Public, State of New York  
No. 41-616370  
Qualified in New York County  
Certificate Expires March 30, 1977

SCHEDULE OF EXHIBITS TO DECLARATION OF CONDOMINIUM  
CASA DEL SOL CONDOMINIUM - PHASE II

EXHIBIT "A"	Legal Description of Land Included in Casa del Sol Condominium - Phase II
EXHIBIT "AA"	Legal Description of Land Included in Casa del Sol Condominium - Phase I
EXHIBIT "B"	Survey and Plot Plan of Casa del Sol Condominium - Phase II
EXHIBIT "C"	Schedule of Estimated Interim Assessments from October 1, 1976 to December 31, 1976
EXHIBIT "D"	Articles of Incorporation for Casa del Sol (Winter Haven) Condominium Association, Inc.
EXHIBIT "E"	By-Laws for Casa del Sol (Winter Haven) Condominium Association, Inc.

EXHIBIT "A"

to

DECLARATION OF CONDOMINIUM

CASA DEL SOL CONDOMINIUM - PHASE II

Legal Description of Lands Included In  
Casa del Sol Condominium - Phase II

Beginning at a point 25 feet East of the Northwest corner of the South 360 feet of the North 480 feet of U.S. Government Lot 1, run thence South 89°37'40" East, along the North boundary of said South 360 feet of North 480 feet, a distance of 606.10 feet; thence South 24°37'26" West, a distance of 376.49 feet; thence North 69°10'09" West, a distance of 126.99 feet; thence South 32°16'27" West, a distance of 94.25 feet; thence North 89°43'00" West, a distance of 280.04 feet to the east right-of-way boundary of Twenty-First Street N.W.; thence run North 00°05'00" West, along said East right-of-way, a distance of 379.65 feet to the point of beginning; containing 4.3 acres, more or less; subject to easements as of record. Lying and being in the Northeast quarter of Section 18, Township 28 South, Range 26 East, Polk County, Florida.



## EXHIBIT "AA"

to

## DECLARATION OF CONDOMINIUM

## CASA DEL SOL CONDOMINIUM - PHASE II

Legal Description of Lands Included In  
Casa del Sol Condominium - Phase I

The South 360 feet of the North 480 feet of U.S. Government Lot 1 and also the South 320 feet of the North 800 feet of U.S. Government Lot 1 in Section 18, Township 28 South, Range 26 East, Polk County, Florida, Less and except the West 25 feet thereof for the right-of-way of Twenty-First Street Northwest, and Less and except: Beginning at a point 25 feet East of the Northwest corner of the South 360 feet of the North 480 feet of said U.S. Government Lot 1, run thence South 80°37'40" East, along the North boundary of said South 360 feet of North 480 feet, a distance of 606.10 feet; thence South 24°37'26" West, a distance of 376.49 feet; thence North 60°10'09" West, a distance of 126.99 feet; thence South 32°16'27" West, a distance of 94.25 feet; thence North 89°43'00" West, a distance of 280.04 feet to the East-right-of-way boundary of Twenty-First Street Northwest; thence run North 00°05'00" West, along said East right-of-way, a distance of 379.65 feet to point-of-beginning; containing 7.4 acres, more or less; subject to easements as of record. Lying and being in the Northeast Quarter of Section 18, Township 28 South, Range 26 East, Polk County, Florida.

The foregoing real property and the improvements thereon were submitted to the condominium form of ownership and use pursuant to the Declaration of Condominium of Casa del Sol Condominium - Phase I dated June 22, 1976, recorded July 7, 1976 in Official Record Book 1699 at Pages 1351-1404 of the Public Records of Polk County, Florida. A survey of the foregoing real estate and a graphic description of the improvements in which the 48 units are located and a plot plan thereof was filed July 3, 1976 in Condominium Book 2 at Pages 58, 59 and 60 of the Public Records of Polk County, Florida.

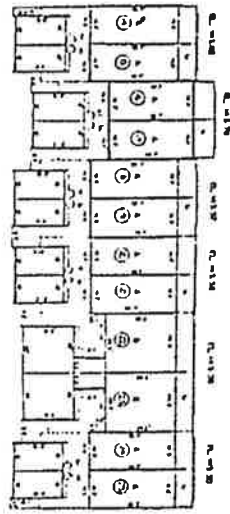


CASA DEL SOL  
CONDOMINIUM VILLAGE PHASE II

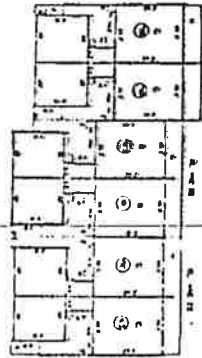
MADE IN U.S.A. 100% COTTON

MADE IN U.S.A.

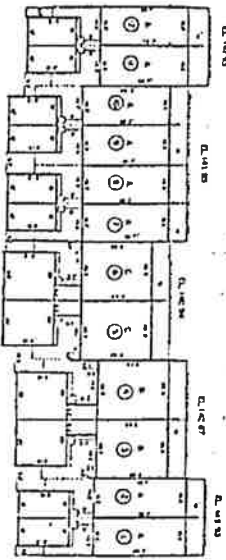
MADE IN U.S.A.



100-01



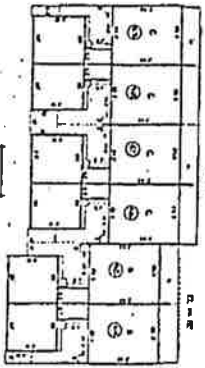
100-02



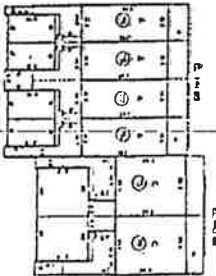
100-03



100-04



100-05



100-06

100-01	100-02	100-03	100-04	100-05	100-06
100-07	100-08	100-09	100-10	100-11	100-12
100-13	100-14	100-15	100-16	100-17	100-18
100-19	100-20	100-21	100-22	100-23	100-24
100-25	100-26	100-27	100-28	100-29	100-30
100-31	100-32	100-33	100-34	100-35	100-36
100-37	100-38	100-39	100-40	100-41	100-42
100-43	100-44	100-45	100-46	100-47	100-48
100-49	100-50	100-51	100-52	100-53	100-54
100-55	100-56	100-57	100-58	100-59	100-60
100-61	100-62	100-63	100-64	100-65	100-66
100-67	100-68	100-69	100-70	100-71	100-72
100-73	100-74	100-75	100-76	100-77	100-78
100-79	100-80	100-81	100-82	100-83	100-84
100-85	100-86	100-87	100-88	100-89	100-90
100-91	100-92	100-93	100-94	100-95	100-96
100-97	100-98	100-99	100-100	100-101	100-102

Recorder's Memo  
Legibility of Writing, Typing or Printing  
Unsatisfactory in this document when received.

Exhibit "B" to Declaration of  
Condominium of Casa del Sol  
Condominium - Phase II

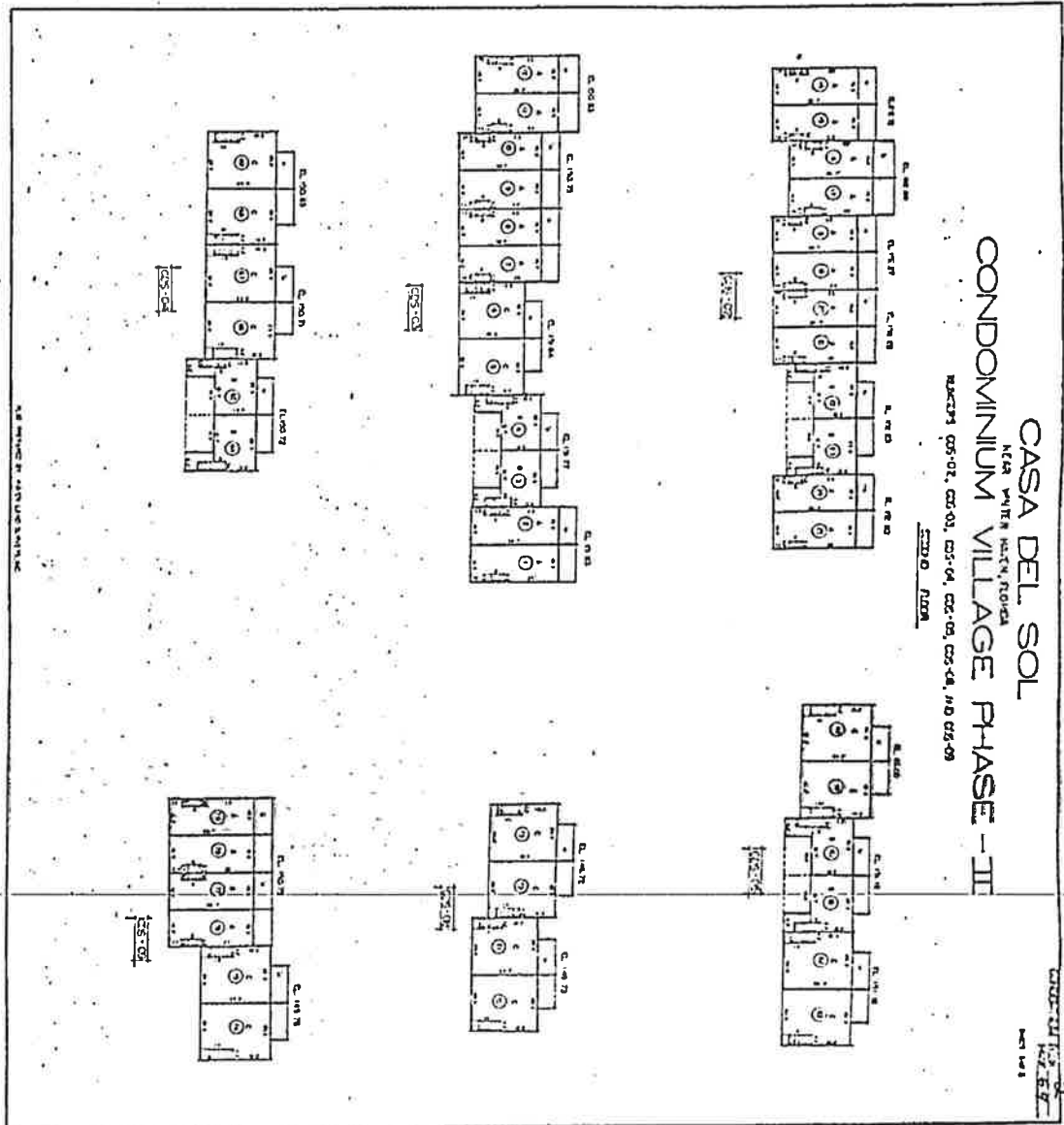


Exhibit "B" to Declaration of Condominium of Casa del Sol Condominium - Phase II

to

## DECLARATION OF CONDOMINIUM

## CASA DEL SOL CONDOMINIUM - PHASE I

SCHEDULE OF ESTIMATED ANNUAL COMMON EXPENSE ASSESSMENTS (INTERIM ASSESSMENTS) FOR PERIOD COMMENCING WITH DATE OF DECLARATION AND ENDING DECEMBER 31, 1976.

Budget for Three Month Period Commencing On  
October 1, 1976 and Ending December 31, 1976

Water and Sewer	\$1,079.39
Garbage	772.15
Exterior Pest Control	168.15
Insurance	759.57
Electric	825.50
Maintenance (Grounds and Building)	1,117.02
Swimming Pool Maintenance	402.99
Reserve for Maintenance	268.66
Reserve for Equipment	144.81
Janitorial and Office Supplies	129.57
Payroll Taxes and Insurance	155.29
Audit, Accounting Services and Publication for Association	201.49
Resident Manager Apartment	989.84
3% Revenue for Replacement and Contingencies	190.54
Miscellaneous	95.27
	<u>\$7,300.24</u>

NOTE: Exhibit "C" to the Declaration of Condominium for Casa del Sol Condominium - Phase I recorded July 7, 1976 in Official Record Book 1699 at Pages 1351-1404 of the Public Records of Polk County, Florida as said Exhibit appears at Page 1376 shows a budget for the 48 units in Phase I for the six month period commencing July 1, 1976 and ending December 31, 1976 in the total sum of \$15,318.00. There are 83,020 square feet for the 48 units in Phase I. There are 79,092 square feet for the 46 units in Phase II.

Applying the formula contained in Paragraph 4.3(c) for determining the fractions of the common expenses for Casa del Sol Condominium Community allocable to Phase II and Phase I, 48.7885% of such costs and expenses are allocable to Phase II and 51.2115% are allocable to Phase I.

Each of the fifteen items that appear in the budget for Casa del Sol Condominium - Phase II for the three month period commencing October 1, 1976 and ending December 31, 1976 bears the same relation to the same item in the budget for Casa del Sol Condominium - Phase I for the six month period commencing July 1, 1976, ending December 31, 1976 that 48.7885% bears to 51.2115% after dividing the resulting figure by two.

For example,

Water & Sewer - Phase II =

\$2,266.00 (Water & Sewer - Phase I) x  $\frac{48.7885\%}{51.2115\%}$  =

\$2,158.79 (Water & Sewer - Phase II for 6 months) x  $\frac{1}{2}$  =

\$1,079.39 (Water & Sewer - Phase II for 3 months)

ARTICLES OF INCORPORATION

OF

CASA DEL SOL (WINTER HAVEN)  
CONDOMINIUM ASSOCIATION, INC.

(A Florida Corporation Not For Profit)

RECORDER'S MEMO:  
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

In order to form a corporation not for profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not for profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

The terms contained in these Articles which are contained in the Condominium Act shall have the meaning of such terms set forth in such Act, and the following terms will have the following meanings:

1. "Developer" means CADESOL ESTATES, INC., a New York corporation, its successors and assigns.
2. "Condominium Documents" means the Declaration of Condominium (the "Declaration") for Casa del Sol Condominium - Phase I; these Articles; the By-Laws and any instruments referred to therein.
3. "Act" means Chapter 711 of the Florida Statutes known as the Condominium Act.
4. "Apartment" means "unit" as defined in the Act, and is the part of the Condominium Property, which is subject to private ownership. The Apartment shall be in improvements only and not in any land.
5. "Apartment Owner" means the owner or owners of an Apartment.
6. "Assessment" means the share of funds required for the payment of "Common Expenses", as hereinafter defined, which from time to time is assessed against an Apartment Owner.
7. "Members" means each and every member of this Association.

8. "Common Expenses" means the expenses for which the Apartment Owners are liable to the "Association", as hereinafter defined, including any of the expenses described as "Common Expenses" in Condominium Documents, and "Common Expenses", as defined and described in the Act.

9. "Common Surplus" means the excess of all receipts of the Association over the amount of "Common Expenses" which the Apartment Owners can own.

10. "Condominium Property" means the land and all improvements thereon and all easements and rights appurtenant thereto submitted to condominium ownership. Unless expressly so stated, the words "Condominium Property" when used herein shall not be deemed to include the entire Casa del Sol Condominium Community but only the Casa del Sol Condominium - Phase I.

11. "Common Elements" means the portions of the Condominium Property, including all of the land thereof, not included in the Apartments.

12. "Association" means this Association, Casa del Sol (Winter Haven) Condominium Association, Inc., a Florida corporation not for profit.

13. "Articles" means these Articles of Incorporation.

14. "By-Laws" means the By-Laws of the Association.

15. "Board" means the Board of Directors of the Association.

#### ARTICLE I

##### NAME AND PRINCIPAL OFFICE REGISTERED OFFICE AND REGISTERED AGENT

A. The name of this Association shall be CASA DEL SOL (WINTER HAVEN) CONDOMINIUM ASSOCIATION, INC.

B. The principal office of the Association shall be located at 2500-21st Street N.W., Lake Hartridge, Winter Haven, Florida, 33680, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may

from time to time be designated by the Board of Directors.

C. The registered office of the Association shall be located at 606 Madison Street, Tampa, Hillsborough County, Florida, 33602. The registered agent at that registered office is E. Bradford Miller. The Board of Directors may, from time to time, move the location of the registered office to any other address in Florida and name a new registered agent.

## ARTICLE II

### PURPOSE OF ASSOCIATION

A. The purpose of the Association is to maintain, operate and manage Casa del Sol, a condominium located upon real property located in Polk County, Florida, that is more particularly described in Exhibit "A" attached hereto and made a part hereof, and to undertake the performance of the acts and duties incident to the administration of the operation and management of said Casa del Sol in accordance with the terms, provisions, conditions and authorizations contained in the Condominium Documents; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of Casa del Sol, a condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

B. The real property described in Paragraph (A) of this Article 2 represents a portion of the real property located in Polk County, Florida, that is more particularly described in Exhibit "AA". The foregoing property shall hereafter be referred to as the "Casa del Sol Condominium Community"; only that part of Casa del Sol Condominium Community described in Paragraph A of this Article 2 will be submitted to condominium by the Declaration. Developer, or its successors or assigns, may submit the remainder of Casa del Sol Condominium Community to the condominium form of ownership in the manner and in conformance with the development plan described in Paragraph 4 of the Declaration. The Association will maintain, operate and manage all other condominiums created in Casa del Sol



Condominium Community by Developer or its successors or assigns, subject to the provisions of Article IV(1).

### ARTICLE III

#### POWERS

A. The Association shall have the following powers which shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Condominium Documents or the Act.

2. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

(a) to make, establish and enforce reasonable rules and regulations governing the Condominium and the use of Apartments, Common Elements, Building Areas and Condominium Property.

(b) to make, levy, collect and enforce assessments against Apartment Owners to provide funds to pay for the expenses of the Association and the maintenance, operation and management of Casa del Sol Condominium in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;

(c) to maintain, repair, replace and operate the Condominium Property in accordance with the Condominium Documents and the Act;

(d) to reconstruct improvements of the Condominium Property in the event of casualty or other loss;

(e) to enforce by legal means the provisions of the Condominium Documents;

(f) to employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and management

Recorder's Memo  
Legibility of Writing, Typing or Printing  
Unsatisfactory in this document when received.

of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association.

ARTICLE IV  
MEMBERS

A. The qualification of Members, the manner of their admission to membership, the manner of termination of such membership, and voting by Members shall be as follows:

1. The owners of all Apartments in Casa del Sol shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided in Paragraph 5 of Article IV. In the event that a Declaration of Condominium is not filed for any portion of the property described in Paragraph B of Article 2, or if a Declaration of Condominium is filed for a portion of the property described in said Paragraph B of Article 2 and said Declaration does not expressly provide that the unit owners of any such condominium are Members of the Association, then, in that event, the unit owners of such condominium shall not be Members of this Association.

2. Membership shall be established by the acquisition of ownership of fee title to an Apartment in Casa del Sol Condominium as evidenced by the recording of an instrument of conveyance among the Public Records of Polk County, Florida, whereupon the membership of the prior owner thereof, if any, shall terminate as to that Apartment. Where title to an Apartment is acquired by conveyance from a party other than the Developer in the case of sale, acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Apartment shall not be a Member unless or until such acquisition is in compliance with Paragraph 14 of the Declaration. New Members shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

3. No Member may assign, hypothecate or transfer in any manner his membership or his share in the funds and assets of

the Association except as an appurtenance to his Apartment.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Apartment in Casa del Sol Condominium, which vote may be exercised or cast by the Owner or Owners of each Apartment in such manner as may be provided in the By-Laws hereafter adopted by the Association. Should a Member own more than one Apartment, such Member shall be entitled to exercise or cast as many votes as he owns Apartments, in the manner provided by the By-Laws.

5. Until such time as the property described in Article II hereof is submitted to condominium form of ownership by the recordation of the Declaration of Condominium for Casa del Sol, the membership of the Association shall consist of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

#### ARTICLE V.

##### PERPETUAL EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE VI.

##### SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

E. BRADFORD HILLER	606 Madison Street Tampa, Florida 33602
SIEGRUN BORGOS	606 Madison Street Tampa, Florida 33602
PATRICIA A. PATERSON	606 Madison Street Tampa, Florida 33602

#### ARTICLE VII.

##### OFFICERS

A. The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a

Treasurer, and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the direction of the Board.

B. The Board shall elect the President, a Vice President, a Secretary and a Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board from time to time shall determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board, provided, however, such officers may be removed by such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided, however, that the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

#### ARTICLE VIII.

##### FIRST OFFICERS

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

President	James V. Tomai
Vice President	Wayne L. Kashar
Secretary	Norman L. Johnson
Treasurer	Norman L. Johnson

#### ARTICLE IX.

##### BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors (the "First Board") shall be three (3). The number of Directors elected subsequent to the First Board shall be as provided in Paragraph C of this Article IX.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
JAMES V. TOMAI	717 Fifth Avenue New York, New York 10022
WAYNE L. KASBAR	717 Fifth Avenue New York, New York 10022
NORMAN L. JOHNSON	717 Fifth Avenue New York, New York 10022

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. When Owners other than Developer own fifteen percent or more of the Apartments that will be operated ultimately by the Association, the membership of the First Board shall be enlarged to five by the addition of two members elected by Owners other than the Developer. Owners other than the Developer shall be entitled to elect three of the five members of the Board three years after sales by Developer have been closed of seventy-five percent of the Apartments that will be operated ultimately by the Association; three months after sales have been closed by Developer of ninety percent of the Apartments that will be operated ultimately by the Association; or, when some of the Apartments have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. Developer shall be entitled to designate two of the five members of the Board as long as Developer holds for sale in the ordinary course of business any Apartments in the condominium operated by the Association. Any Director designated by the Developer need not be a resident of the condominium.

#### ARTICLE X.

##### INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenson and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or

imposed upon him or them in connection with any proceeding or litigation or settlement in which he may be involved by reason of his being or having been a director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorized reimbursement for the costs and expenses of the settlement as in the best interest of the Association, and in instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

#### ARTICLE XI.

##### BY-LAWS

The By-Laws of the Association shall be adopted by the First Board, ~~and thereafter may be altered, amended or rescinded in the~~ manner provided for in the By-Laws.

#### ARTICLE XII.

##### AMENDMENTS

These Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first originated by either the Board or the Membership. After approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted to and approved by the other of said bodies. Approval by Membership must be by a vote of two-thirds (2/3)

of the Members present at a meeting of the Membership at which a quorum is present and approval by the Board must be by two-thirds (2/3) of the Directors present at any meeting of the Directors at which a quorum is present.

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

A copy of each amendment shall be certified by the Secretary of State and recorded among the Public Records of Polk County, Florida.

Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of the Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent therefor by the Developer.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 8th day of June, 1976.

\_\_\_\_\_  
E. BRADFORD MILLER

\_\_\_\_\_  
SIEGRUN BERGOS

\_\_\_\_\_  
PATRICIA A. PATERSON

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

WITNESS my hand and official seal in the County and State last aforesaid, this 8th day of June, 1976.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
State of Florida

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared SIEGRUN BERGOS, to me known to be one of the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and she acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 1976.

\_\_\_\_\_  
Notary Public  
State of Florida At Large  
My Commission Expires:  
\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 1976.

\_\_\_\_\_  
Notary Public  
State of Florida At Large  
My Commission Expires:  
\_\_\_\_\_



## EXHIBIT "A"

The South 360 feet of the North 480 feet of U.S. Government Lot 1 and also the South 320 feet of the North 800 feet of U.S. Government Lot 1 in Section 18, Township 28 South, Range 26 East, Polk County, Florida, Less and except the West 25 feet thereof for the right-of-way of Twenty-First Street Northwest, and Less and except: Beginning at a point 25 feet East of the Northwest corner of the South 360 feet of the North 480 feet of said U.S. Government Lot 1, run thence South  $89^{\circ}37'40''$  East, along the North boundary of said South 360 feet of North 480 feet, a distance of 606.10 feet; thence South  $24^{\circ}37'26''$  West, a distance of 376.49 feet; thence North  $69^{\circ}19'09''$  West, a distance of 126.99 feet; thence South  $32^{\circ}16'27''$  West, a distance of 94.25 feet; thence North  $69^{\circ}43'00''$  West, a distance of 280.04 feet to the East right-of-way boundary of Twenty-First Street Northwest; thence run North  $00^{\circ}05'00''$  West, along said East right-of-way, a distance of 379.65 feet to point-of-beginning; containing 7.4 acres, more or less; subject to easements as of record.

Lying and being in the Northeast Quarter of Section 18, Township 28 South, Range 26 East, Polk County, Florida.

EXHIBIT "AA"

Tract 1. The South 360.0 feet of the North 400.0 feet of U.S. Government Lot 1 in Section 18, Township 28 South, Range 26 East, Polk County, Florida.

Tract 2. The South 320.0 feet of the North 800.0 feet of U.S. Government Lot 1 in Section 18, Township 28 South, Range 26 East, Polk County, Florida.

BY-LAWS

of

CASA DEL SOL (WINTER HAVEN)  
CONDOMINIUM ASSOCIATION, INC.

Section 1. Identification of Association.

These are the By-Laws of CASA DEL SOL (WINTER HAVEN) CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association", as duly adopted by its Board of Directors. The Association is a corporation not for profit organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose of managing, operating and administering the Casa del Sol Condominium, as hereinafter defined and the condominium property thereof.

1.1 The principal office of the Association shall be for the present at 2500 - 21st H.W., Lake Hartridge, Winter Haven, Florida, and thereafter may be located at any place in Polk County, Florida, designated by the Board of Directors of the Association.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit".

Section 2. Membership, Members' Meetings, Voting and Proxies

2.1 The qualification of members, the manner of their admission to membership in the Association, and the manner of the termination of such membership shall be as set forth in Article IV of the Articles of Incorporation.

2.2 The Members shall meet annually at the office of the Association or such other place in Polk County, Florida, as determined by the Board and as designated in the notice of such meeting.

at 7:30 o'clock P.M. on the second Wednesday of March of each year (the "Annual Meeting") commencing with the year 1977; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Wednesday which is not a legal holiday. The purpose of the Annual Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and to transact any other business authorized to be transacted by the Members.

2.3 Special Meetings of the Members shall be held at any place in Polk County, Florida, whenever called by the President, Vice President or a majority of the Board. A Special Meeting must be called by the President or the Vice President of the Association upon receipt of a written request from one-third (1/3) of the entire Membership.

2.4 A written notice of all meetings of the Members (whether the Annual Meeting or a Special Meeting of the Members) shall be mailed to each Member entitled to vote thereat at his last known address as it appears on the books of the Association not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting. Proof of such mailing shall be given by the affidavit of the person who mailed such notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Association. Notice of all meetings of Members shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to any such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing and shall set forth a waiver of written notice of such meeting.

2.5 The Membership may, at the discretion of the Board, act by written agreement in lieu of a meeting provided that written

notice of the matter or matters to be determined by such Members is given to the Membership at the addresses and within the time periods set forth in Section 2.4 herein or is duly waived in accordance with such Section. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on the Membership provided a quorum of the Membership responds in writing to such notice in the manner set forth in the notice. Any such notice shall set forth a time period during which time a response may be made thereto.

2.6 A quorum of the Membership shall consist of persons entitled to cast a majority of the votes of the entire Membership. A Member may join in the action of a meeting by signing and concurring in the minutes thereof, and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. ~~However, if such question is one upon which by express provisions of~~ the Act or the Condominium Documents requires a vote other than such majority vote, then such express provision shall govern and control the required vote on the decision of such question.

2.7 If any meeting of the Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In the case of adjournment of a meeting notice to the Members of such adjournment shall, subject to the Act, be in the manner determined by the Board.

2.8 Minutes of all meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

2.9 Voting rights of Members shall be as stated in the Declaration and Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in his place and stead. Proxies shall be in writing and valid only for the particular meeting designated therein and any adjournments thereof if so stated. A proxy must be filed with the Secretary before the appointed time of a meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast pursuant to such proxy. No one person shall be permitted to hold more than five (5) proxies.

2.10 At any time prior to a vote on any matter at a meeting of the Membership, any Member may raise the question of the use of a secret written ballot for voting on any matter. In the event of the use of such secret written ballot, the chairman of the meeting shall call for nominations and the election of inspectors of election to collect and tally such written ballots upon the completion of the balloting upon such matter.

### Section 3. Board of Directors; Directors' Meetings.

3.1 The form of administration of the Association shall be by a Board of Directors. The "First Board", as defined in Article IX of the Articles, shall consist of three (3) Directors and at no time shall there be less than three (3) Directors on the Board.

3.2 The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles.

3.3 Subject to the Developer's rights set forth in Section 3.5(b) below, vacancies in the Board shall be filled by persons elected by the remaining Directors. Any such person shall be a Director and have all of the rights, privileges, duties and obligations as a Director elected at an Annual Meeting of Members and shall serve for the term prescribed in Section 3.4 of these By-Laws.

3.4 The term of each Director's service shall extend until the next Annual Members Meeting and/or until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein.

3.5 (a) A Director elected by the "Purchase Members", as provided in the Articles, may be removed from office upon the affirmative vote of two-thirds (2/3) of the Purchase Members at a special meeting of the Purchase Members for any reason deemed by the Purchase Members to be in the best interests of the Association. However, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is to be made, and such Director shall be given an opportunity to be heard at such meeting should he present prior to the vote on his removal.

(b) A Director designated by the Developer, as provided in the Articles, may be removed only by the Developer in its sole and absolute discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it, and the Developer shall notify the Board as to any such removal or vacancy and the name of the respective successor Director and of the commencement date for the term of such successor Director.

3.6 The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

3.7 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Assoc-

iation. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

3.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance for the attention of Members. Any Directors may waive notice of a meeting before, during or after such meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

3.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically otherwise provided in the Declaration, Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall, subject to the Act, be as determined by the Board.

3.10 The presiding officer at Board meetings shall be the President.

3.11 Directors' fees, if any, shall be determined by the majority of the Membership.

3.12 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.



3.13 The Board shall have the power to appoint Executive Committees of the Board consisting of not less than three (3) Directors. Executive Committees shall have and exercise such powers of the Board as may be delegated to such Executive Committee by the Board.

3.14 Meetings of the Board shall be open to all Members. Unless, a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Member shall not be entitled to participate in any meeting of the Board but shall be entitled to be present only as an observer. In the event that a Member not serving as a Director or not otherwise invited by the Directors to participate in a meeting attempts to become more than an observer at such meeting, or conducts himself in a manner detrimental to the carrying on of such meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person was specifically invited by the Directors to participate in such meeting.

#### Section 4. Powers and Duties of the Board of Directors

All of the powers and duties of the Association, including those existing under the Act and the Condominium Documents, shall be exercised by the Board unless otherwise specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Act and the Condominium Documents and shall include but not be limited to the following:

4.1 Making and collecting assessments against Members to pay the costs of Common Expenses. These assessments shall be

collected through payments made directly to it by the Members as set forth in the Declaration.

4.2 Using the proceeds of assessments in the exercise of powers and duties of the Association and the Board.

4.3 Maintaining, repairing and operating the Condominium Property.

4.4 Reconstructing improvements after casualties and losses and making further authorized improvements of the Condominium Property.

4.5 Making and amending rules and regulations with respect to the use of the Condominium Property.

4.6 Approving or disapproving of proposed purchasers, lessees or mortgagees of Apartments and those acquiring Apartments by gift, devise, or inheritance, and other transferees, in accordance with the provisions set forth in the Declaration.

4.7 Enforcing by legal means the provisions of the Condominium Documents and the applicable provisions of the Act.

4.8 Entering into and terminating management agreements and contracts for the maintenance and care of the Condominium Property, including the power to delegate to third parties pursuant to such contracts all powers and duties of the Association with respect to the care and maintenance of such Property, except where approval of the Membership is specifically required by the Condominium Documents.

4.9 Paying taxes and assessments which are or may become liens against any Condominium Property other than the individual Apartments and the appurtenances thereto and assessing the same against Apartments which are or may become subject to such liens.

4.10 Purchasing and carrying insurance for the protection of Apartment Owners and the Association against casualty and liability for Condominium Property.

4.11 Paying costs of all power, water, sewer and other

-B-

utilities services rendered to the Casa del Sol Condominium and not billed to owners of individual Apartments.

4.12 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of this Association and paying all salaries therefor.

Section 5. Officers of the Association.

5.1 The officers of the Association shall be a President, who shall be a Director, a Vice President, a Treasurer, a Secretary, and, if the Board so determines, an Assistant Treasurer and an Assistant Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint such committees at such time from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the Board.

5.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event that there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etcetera, and shall exercise the powers and perform the duties of the Presidency in such order.

5.4 The Secretary shall keep the minutes of all meetings of the Board and the Membership, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

5.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

5.6 The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of any or all of the Casa del Sol Condominium.

Section 6. Accounting Records; Fiscal Management.

6.1 The Association shall maintain accounting records in accordance with good accounting practices which shall be open to inspection by Members or their authorized representatives at

Recorder's Memo  
Legibility of Writing, Typing or Printing  
Unsatisfactory in this document when received.

reasonable times. Such authorization as a representative of a Member must be in writing and be signed by the Member giving such authorization and dated within sixty (60) days of the date of any such inspection. Written summaries of the accounting records shall be supplied at least annually to the Members. Such records shall include (a) a record of all receipts and expenditures; (b) an account for each Apartment which shall designate the name and address of the Apartment Owner, the amount of each assessment charged to the Apartment, the amounts and due dates for each assessment, the amounts paid upon such account and the balance due; and (c) an account for each Casa del Sol Condominium indicating the Common Expenses allocated to such condominium under the "Budget" defined in the Declaration and the Common Expenses actually incurred by such condominium during the course of the fiscal year.

6.2 (a) The Board shall adopt a budget of the Common Expenses of the Association for the forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during the first two weeks of November of each year. Prior to the Budget Meeting a proposed budget shall be prepared by or on-behalf-of-the-Board-which-Budget-shall-include,-but-not-be limited to, the following items of expenses:

- (i) Salaries
- (ii) Services
- (iii) Utilities
- (iv) Administration of the Association
- (v) Supplies and Materials
- (vi) Insurance
- (vii) Security
- (viii) Repairs and Maintenance
- (ix) Management Fees
- (x) Taxes
- (xi) Operating Capital
- (xii) Other Expenses

Copies of the proposed budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address as reflected on the books and records of the

Association not less than thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Membership.

(b) The Board may also include in any such proposed budget a sum of money as an assessment for the making of betterments to the Condominium Property or for the establishment of reserves for repair or replacement of the Condominium Property either annually or from time to time as the Board shall determine the same to be necessary. This sum of money so fixed shall then be levied upon the Members by the Board as a special assessment and shall be considered an "Excluded Expense" under Section 6.3(a) hereof.

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a prorata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than such calendar year; (iv) assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated operating expenses and for all unpaid operating expenses previously incurred; and (v) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such Common Expenses is received. Notwithstanding the foregoing, regular and/or interim assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board

in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(a) An audit of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant designated by the Board and a copy of a report of such audit shall be furnished to each Member not later than the first day of March of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the books and records of the Association.

6.3 Until the provisions of Section 711.11(2) (f) of the Act relative to the recall of Directors are declared invalid by the Courts, or until amended by the Legislature, the following shall be applicable:

(a) Should the Budget adopted by the Board at the Budget Meeting require assessments against the Membership of an amount less than 115% of such assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the assessments required to meet the Budget exceed 115% of such assessments for said Membership for the preceding year (an "Excess Assessment"), then the provisions of Sub-sections 6.3(b), (c) and (d) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses (the "Excluded Expenses"), including the following:

- (i) Reasonable reserves in respect of repair or replacement of the Condominium Property;
- (ii) Anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis;
- (iii) Assessments for betterments to the Condominium Property; and
- (iv) Assessments for betterments to be imposed by the Board.

(b) Notwithstanding the allocation to each Apartment of its Annual Assessment, an Apartment Owner shall also be liable for any special assessments levied by the Board against his Apartment as provided in the Declaration.

Section 7. Rules and Regulations.

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operations of Casa del Sol and the use of the condominium property at any meeting of the Board, provided, however, that such rules and regulations are not inconsistent with the Condominium Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Apartment Owners at their last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 8. Parliamentary Rules.

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association, provided, however, if such Rules and Regulations are in conflict with the Articles, these By-Laws, the Declaration or the Act, then the Articles, By-Laws, Declaration or Act, as the case may be, shall apply and govern.

Section 9. Amendment of the By-Laws.

9.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at a regular or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. An amendment may be approved at the same meeting of the Board and/or Membership at which such amendment is proposed.



9.2 An amendment may be proposed either by the Board or by the Membership, and after being proposed and approved by one of such bodies, it must be approved by the other as above set forth in order to become enacted as an amendment.

9.3 No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any Approved Mortgagee as defined in the Declaration, the validity of the mortgage held by any such Approved Mortgagee or any of the rights of the Developer.

THE FOREGOING ARE THE BY-LAWS OF CASA DEL SOL (WINTER HAVEN) CONDOMINIUM ASSOCIATION, INC. A TRUE COPY OF THESE BY-LAWS SHALL BE ATTACHED TO THE DECLARATION OF CONDOMINIUM OF CASA DEL SOL CONDOMINIUM AND FOR THAT PURPOSE THESE BY-LAWS HAVE BEEN JOINED IN BY THE DEVELOPER REFERRED TO AS SUCH IN THE DECLARATION.

CASA DEL SOL (WINTER HAVEN)  
CONDOMINIUM ASSOCIATION, INC.

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Signed in the presence of:

Henrietta F. Howard  
Gertrude Benjo

Developer: CADESOL ESTATES, INC.,  
A New York Corporation

By: [Signature] President

Attest: [Signature] Secretary

FILED, RECORDED AND  
RECORD VERIFIED  
E.D. 'Bud' DIXON, Clk. Cir. Ct.  
POLK COUNTY, FLA.  
BY [Signature] D.C.

AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
CASA DEL SOL CONDOMINIUM - PHASE II

2226 0129  
POLK OFF. REC. PAGE

THIS AMENDMENT executed this 14 day of March, 1984, by CASA DEL SOL CONDOMINIUM ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida, for the purposes contained herein.

W I T N E S S E T H:

WHEREAS, the Declaration of Condominium of Casa Del Sol Condominium - Phase II was recorded in Official Records Book 1718, page 477, of the public records of Polk County, Florida, along with a condominium plat recorded in Condominium Plat Book 2, page 67, public records of Polk County, Florida, and

WHEREAS, at the annual meeting of the Association, an amendment was adopted by a vote of more than two-thirds of the membership of the Association amending Paragraph 14.5 of said Declaration in its entirety, and

WHEREAS, a majority of the Board of Directors of the Association have voted to adopt said amendment;

NOW, THEREFORE, the Declaration of Condominium is amended as follows:

- A. Paragraph 14.5 is hereby deleted in its entirety.
- B. The following is hereby substituted in the place of Paragraph

14.5:

14.5 APARTMENT OWNERS RIGHTS TO MAKE CERTAIN LEASES WITH BOARD APPROVAL: Notwithstanding any of the provisions of this Declaration to the contrary, an Apartment Owner may make a lease of his entire Apartment with approval of the Association provided such lease satisfies all of the following conditions:

a. That the term thereof shall be not less than thirty (30) days nor more than two (2) years.

b. That the lessee therein shall agree to abide by all the rules and regulations of the Association and agrees to abide by the Declaration of Condominium and By-Laws of the Association.

c. Upon the violation of any of the rules and regulations of the Association by a lessee or tenant, the Association may bring an action to evict the tenant from any apartment rented by the tenant, and the Association shall be entitled to be reimbursed for costs and attorney's fees by the unit owner. Any costs and fees expended by the Association in evicting or removing a tenant who violates the rules and regulations of the Association shall constitute a lien

1984 MAR 28 PM 2:48

609244  
POLK CO.

*Casa Del Sol Condo Assoc.  
2500 21st St. N.W. #97  
Winter Haven Fla 33881*

*Prepared by  
Stephen Barker  
565 Ave K.S.E.  
Winter Haven Fla.*

1300

143  
3

against the unit owner's apartment. This lien shall be inferior to any mortgage which has been recorded prior to the date of recordation of a Claim of Lien on the official records of Polk County, Florida.

d. That the lease shall be in writing and an executed copy thereof shall be delivered to the Association at least ten (10) days prior to the occupancy of the apartment by the lessee. The Association shall have a period of ten (10) days from receipt of the proposed lease in which to approve or disapprove of the tenant. The Association may require the tenant to submit an application on a form to be prescribed by the Association and pay a fee to the Association in an amount to be prescribed by the Board of Directors of the Association for the costs, expenses and time incurred by the Association and its directors in reviewing the tenant's application.

e. The lessee shall not have the right to renew said lease or to extend the term thereof without the same being first approved by the Association in the same manner in which original leases are approved unless waived by the Board of Directors.

f. No lessee shall have the right to sublet an apartment or assign his lease.

C. Paragraph 14.1 is hereby amended to include the following:

14.1 d. Cost of Approval: As a condition to any approval of the sale of any apartment, the proposed purchaser or seller shall pay a fee to the Association in an amount to be determined by the Board of Directors, not to exceed the maximum amount allowed by Florida Statute.

Except as modified herein, the Declaration of Condominium as amended shall remain in full force and effect.

Witnesses:

CASA DEL SOL CONDOMINIUM ASSOCIATION,  
INC.

Wicky Morris

BY: H. C. Harrison  
President

William J. Callahan  
AS TO BOTH PARTIES

BY: C. R. Beal  
Secretary

C O R P O R A T E  
S E A L

STATE OF FLORIDA  
COUNTY OF POLK

Before me personally appeared H. C. Harrison and  
C. R. Beal, to me well known and known to me to

be the individuals described in and who executed the foregoing instrument as President and Secretary of Casa Del Sol Condominium Association, Inc., a corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 14 day of March, 1984.



Beverly A. Adcock  
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES OCT 1, 1986  
BONDED THRU GENERAL INSURANCE UNDER

FILED, RECORDED AND  
RECORD VERIFIED  
E.D. 'Bud' DIXON, Clk. Cir. Ct.  
POLK COUNTY, FLA.  
BY [Signature] D.G.

2226 0131  
POLK OFF. REC. PAGE

143  
3

CERTIFICATE OF AMENDMENT TO  
DECLARATIONS OF CONDOMINIUM OF  
CASA DEL SOL CONDOMINIUM-PHASE I AND  
CASA DEL SOL CONDOMINIUM-PHASE II  
AND TO THE BY-LAWS OF

P.O. BOX 49675  
Sarasota, Florida 34230  
Becker, Poliakoff & R  
Streitfeld, P.A.

CASA DEL SOL (WINTER HAVEN) CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED officers of Casa del Sol (Winter Haven) Condominium Association, Inc., a not-for-profit corporation organized and existing to operate and maintain Casa del Sol Condominium-Phase I, Winter Haven, Florida, according to the Declaration thereof as recorded in O.R. Book 1699, Page 1351, et seq., Public Records of Polk County, Florida, and also responsible for operation and maintenance of Casa del Sol Condominium-Phase II, Winter Haven, Florida, according to the Declaration thereof as recorded in O.R. Book 1716, Page 447, et seq., also of the Public Records of Polk County, Florida, hereby certify and confirm that the following amendments to the Declarations of said condominium were approved by not less than two-thirds of all unit owners, and were approved by a majority of the Board of Directors, at the annual membership meeting held on March 14, 1990. Moreover, the undersigned officers hereby certify that the following amendment to the By-Laws of the Association, which By-Laws were recorded in O.R. Book 1699, Page 1390, et seq., also of the Public Records of Polk County, Florida, hereby certify and confirm that the following amendments to said By-Laws were approved by not less than the majority of the members present at the annual membership meeting held March 14, 1990, and were also approved by a majority of the Board of Directors. The foregoing amendments were proposed and adopted in accordance with the requirements of the condominium documents and Florida law.

(Additions indicated by underlining, deletions by ---)

DECLARATION

8. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property, the restrictions upon its Alteration and improvement shall be as follows:

8.1 Apartments:

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

i) All portions of an Apartment including balconies and patios (unless such balconies and patios have been added to, altered, or improved by the Apartment Owner, in which case such balconies and patios shall be maintained, repaired and replaced by the Apartment Owner to the extent provided in subsection "b" below), except interior surfaces, contributing to the support of the Apartment building, which portions shall include, but not be limited to, the outside walls of the Apartment building and all fixtures on its exterior, boundary walls of the Apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls. (This obligation shall include the duty of cleaning and washing all windows in the Apartments at intervals determined by the Board of Directors.)

b. By the Apartment Owner: The responsibility of the Apartment Owner shall be as follows:

v) To maintain, repair and replace at his expense all portions of any additions, alterations or improvements which the Apartment Owner may make, or may have made, to his apartment or the common elements or limited common elements appurtenant thereto including balconies and patios; except for the rain gutters, floor and ceiling slabs, and load-bearing or structural

90 MAY -1 AM 11:19

048543

2849 1301  
POLK OFF. REC. PAGE

components of such apartment or the common or the limited common elements appurtenant thereto which shall continue to be maintained by the Association. Nothing herein shall be construed to allow an Apartment Owner to so add, alter or improve without obtaining the prior written approval of the Board of directors of the Association.

(Reletter subsection b. as subsection c.)

8.2 Common Elements:

a. By the Association: The maintenance and operation of the Common Elements shall be the responsibility of the Association and a Common Expense, except as provided in subsection "b" below.

b. By the Apartment Owner: The Apartment Owner shall maintain, repair and replace at the Apartment Owner's expense all portions of any additions, alterations or improvements which the Apartment Owner may make, or may have made, to the apartment or the common or the limited common elements appurtenant thereto, including balconies and patios; except for the rain gutters, floor and ceiling slabs, and load-bearing or structural components of such apartment or the common or the limited common elements appurtenant thereto, which shall continue to be maintained by the Association.

2849 1302  
PCLX C.F. REC. PAGE

(All other portions of this Section 8 remain unchanged.)

BY-LAWS

Section 4. Powers and Duties of the Board of Directors.

All of the powers and duties of the Association, including those existing under the Act and the Condominium Documents, shall be exercised by the Board unless otherwise specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Act and the Condominium Documents and shall include but not be limited to the following:

4.13 Fines

A. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or a unit owners' guests or lessees, in the manner provided herein.

B. The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause to assert that a unit owner or other persons is violating, or has violated, any of the provisions of the Declaration of Condominium, the Articles of Incorporation, these By-Laws, or the rules and regulations of the Association, regarding the use of units, common elements, or Association property. In the event the Covenants Enforcement Committee determines that such probable cause exists, it shall report same to the Board of Directors.

The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies, or to which that person is a guest, if that person is not the owner, of the specific nature of the alleged violation, including a statement setting forth the provisions of the condominium documents allegedly violated and a short and plain statement of the matters asserted by the Association, and advising of an opportunity for a hearing before the



Board of Directors upon a written request delivered to a Board member or designated agent within fourteen (14) days of the date of the notice of the violation or violations. The Board notice shall state the date, time and place of the hearing to be held if the hearing is requested. The Board notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which the violation continues shall be deemed a separate offense, subject to a separate fine, not to exceed Fifty (\$50.00) Dollars for each offense provided the total amount of fines shall not exceed \$2,500.00 exclusive of interest, costs and attorney fees. The Board notice shall further specify, and it is hereby provided for an alternative procedure available only for first time violations and not for recurring violations, that in lieu of requesting a hearing, the alleged violator or unit owner may respond in writing to the notice, within fourteen (14) days of its date, acknowledging that the violation or violations occurred as alleged and promising that the violation or violations will henceforth cease and will not recur. Such acknowledgement and promise and performance in accordance therewith, shall terminate further enforcement activity by the Association with regard to the violation and no fines shall be levied.

C. If a hearing is timely requested, the Board of Directors shall hold the same on the date and time and at the place set forth in the notice, and shall hear and receive the response of the violator and unit owner if other than the violator, including written and oral argument on all issues involved and shall hear any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee, or its agents, may produce. Any party at the hearing may be represented by counsel.

D. Subsequent to the hearing, or if no hearing is timely requested and if no acknowledgement and promise are timely and properly made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence to support a finding that a violation or violations occurred, it shall send a written notification to the violator, and the unit owner if other than the violator, announcing its finding that a violation or violations occurred and notifying the violator, and unit owner if other than the violator, that fines will be assessed and levied as provided herein unless the violation is corrected within three (3) days from the notice of the Board. No further notice or hearing shall be necessary to enable the Board to levy fines for an uncorrected violation, or violations, or for recurring violations substantially similar to violations for which a hearing opportunity was previously provided.

E. A fine pursuant to this section shall be assessed against the unit which the violator occupied or was visiting at the time of the violation, whether or not the violator is an owner of that unit, and shall be promptly paid to the Association by the owner of that unit. The owner shall be liable for attorney's fees and costs incurred by the Association incident to the levy or collection of the fine, including appellate proceedings.

F. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association documents including but not limited to legal action for damages or injunctive relief. In the event such other means are pursued, the Association shall not be required to comply with the procedures and provisions of this Article.

Section 6. Accounting Records; Fiscal Management.

6.1 The Association shall maintain accounting records, as such records are defined in Section 718.111(12), Florida Statutes, in accordance with good accounting practices which shall be open to inspection by Members or their authorized representative at reasonable times. Such authorization as a representative of a Member must be in writing and be signed by the Member giving such authorization and dated within sixty (60) days of the date of any such inspection. Written summaries of the accounting records shall be supplied at least annually to the Members. Such records shall include (a) a record of all receipts and expenditures; (b) an account for each Apartment which shall designate the name and address of the Apartment owner, the amount of each assessment charged to the Apartment, the amounts and due dates for each assessment, the amounts paid upon such account and the balance due; and (c) an account for each Casa del Sol Condominium indicating the common expenses allocated to such condominium under the "Budget" defined in the Declaration and common expenses actually incurred by such condominium during the course of the fiscal year.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 10 day of April, 1990, at Winter Haven, Polk County, Florida.

WITNESSES:

CASA DEL SOL (WINTER HAVEN)  
CONDOMINIUM ASSOCIATION, INC.

Lawrence E. Erickson III  
Donald L. Tate  
Lawrence E. Erickson III  
Donald L. Tate

BY: Donald L. Tate  
DONALD L. TATE, PRESIDENT

ATTEST: John E. Dale  
Secretary

STATE OF FLORIDA  
COUNTY OF POLK

DEPT 25 17.00  
DEPT 91 2.50  
DEPT 51 52.80  
\*VOID\*  
DEPT 51 -53.80  
5388 H  
5388 H

BEFORE ME, the undersigned authority, personally appeared Donald L. Tate, as President and John E. Dale, as Secretary of Casa del Sol (Winter Haven) Condominium Association, Inc., and acknowledged that they executed the foregoing instrument for the purposes mentioned therein, on behalf of the corporation.

WITNESS my hand and official seal this 10 day of April, 1990.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: DEC. 1, 1991  
I SHOULD SIGN MY COMMISSION EXPIRATION DATE

J/7043.COA

4

FILED, RECORDED AND  
RECORD VERIFIED  
E. D. "Bud" DIXON, C.N. Cl.  
POLK COUNTY, FLA.  
BY [Signature] D.C.

2849 1304  
POLK OFF. REC. PAGE



# **CASA DEL SOL CONDOMINIUM**

## **RULES AND REGULATIONS**

**CASA DEL SOL CONDOMINIUM ASSOCIATION**  
**2500 21<sup>st</sup> Street NW #97**  
**Winter Haven, Florida 33881**

WELCOME TO CASA DEL SOL! YOU HAVE CHOSEN THIS AS A COMMUNITY IN WHICH YOU WOULD LIKE TO LIVE. OBVIOUSLY ALL OF US HERE AGREE WITH YOU. AS EXPERIENCED RESIDENTS WE HAVE FOUND ONE RULE THAT HAS MADE LIVE WORKABLE AND ENJOYABLE HERE. THAT IS, THE GOLDEN RULE. COMMUNITIES, INCE THEY WERE FIRST FORMED, IN EVERY CULTURE, LANGUAGE, AND CLIMATE HAVE REACHED THE SAME CONCLUSION. **"TO TREAT YOUR NEIGHBORS AS YOU WANT THEM TO TREAT YOU."** AS WE HAVE LIVED TOGETHER THROUGH THE YEARS, WE HAVE WRITTEN DOWN SOME GUIDELINES TO HELP US AVOID OFFENDING OUR NEIGHBORS. THE ENCLOSED RULES WILL ALSO HELP YOU LEARN THE ROPES THAT IS PRECEDURES. DISCUSS THESE RULES WILL ALL MEMBERS OF YOUR FAMILY SO THEY UNDERSTAND THE NEED FOR THEM. IF YOU HAVE ANY QUESITONS, PLEASE CALL THE OFFICE ~~OR STOP IN~~ ~~WITH YOUR QUESTIONS. THE OFFICE MANAGER WILL BE GLAD TO HELP.~~ OFFICE HOURS ARE 8 AM — 1 PM, MONDAY — THURSDAY, 8 AM — NOON ON FRIDAY. LET'S ALL COOPERATE TO MAKE CASA DEL SOL THE BEST PLACE TO LIVE IN THE STATE OF FLORIDA.

SINCERELY,

YOUR BOARD OF DIRECTORS

# **CASA DEL SOL CONDOMINIUM ASSOCIATION**

## **RULES AND REGULATIONS**

In accordance with Article III-2, of the Articles of Incorporation, the Association shall have the power

- (A) to make, establish, and enforce reasonable rules and regulations governing the Condominium and the use of Apartments, Common Elements, Building Areas, and Condominium Property:
- (B) to enforce by legal means the provisions of the Condominium Documents:

AND whereas the By-Laws of the Association, Section 4, Powers and Duties of the Board of Directors, state that

all of the powers and duties of the Association, including those existing under the Act and the Condominium Documents, shall be exercised by the Board unless otherwise specifically delegated therein to the Members;

THEREFORE, the following Rules and Regulations were prepared by a committee of Unit Owners in cooperation with the Board of Directors and subsequently adopted by the Board of Directors, and amended by action of the Board of Directors, on February 7, 1989. These rules were intended to promote better understanding and cooperation of all residents of Casa Del Sol.

### ***EACH OWNER, TENANT OR GUEST SHALL BE GOVERNED BY THE FOLLOWING***

## **RULES AND REGULATIONS:**

### **ASSESSMENTS AND/OR MAINTENANCE FEES:**

Each Association Member shall promptly pay the assessments and fees levied by the Board. **REGULAR MAINTENANCE FEES ARE DUE AND PAYABLE ON THE FIRST DAY OR EACH MONTH. Accounts will become delinquent on the 5<sup>th</sup> day of each month and at that time a late charge will be payable in the amount of \$5.00. Maintenance or late fees not paid by the 10<sup>th</sup> of the month will result in an increase in the late fee to \$15.00.**

Non-compliance will result in Board ACTION to exercise the provision in the Condominium Documents and the Florida Condominium Act relative to the collection of outstanding (delinquent) assessments.

This is a must to protect YOUR financial security.....

**SIGNS AND ANTENNAE:**

No unit owner or tenant shall display or permit any sign, advertisement or notice of any type whatsoever on the exterior of a unit or on the common elements of the condominium. No unit owner or tenant shall erect any exterior antennae or aerials upon his unit, the common elements or any portion of the condominium.

**NO** garage sales are permitted in the units or common areas.

**STANDARDS OR DRESS:**

Residents and guests shall adhere to reasonable standards of dress when outside the units. Reasonable standards shall be interpreted to mean street clothes, sports attire, or bathing attire, as applicable.

**BROKEN WINDOWS:**

Broken windows in the condominium units are the responsibility of the individual unit owners. The Association shall NOT be required to replace any broken windows in any individual condominium unit.

**PLAY AREAS:**

COURTYARDS and other landscaped areas are designed for aesthetic purposes and the comfort of condominium residents. Any unauthorized usage will soon depreciate unit investments.

Unfortunately, no play areas were preplanned in the development of the condominium. However, the Board hereby designates the following areas for that purpose:

- A. The areas adjacent to the lakefront which are immediately in front of the MAIN Clubhouse, the Family pool, and the Poolside Lounge **ONLY**.
- B. Other areas may be designated by the Board from time to time as may be appropriate.

**GENERAL CONDITIONS:**

- (A) Each unit shall be used **ONLY** for the purpose of a **SINGLE** family resident and for **NO** other purpose whatsoever except as provided by the Declaration of condominium. **NO** commercial enterprise may operate in or about the confines of CASA DEL SOL.
- (B) Common areas such as landscape and grass areas, pool areas, tennis/shuffleboard area, lake front area, roadways, and common buildings shall be used in accordance with the governing rules and regulations related to the specific areas.
- (C) Terrace, patios, entrances and garages shall be used **ONLY** for the purpose intended. **GARAGES ARE FOR PARKING VEHICLES NOT STORAGE!!!**

- (D) ALL exterior areas shall be kept in a neat and orderly fashion and NO articles belonging to residents or guests shall be kept in common areas temporarily or otherwise.
- (E) NO drying of laundry will be permitted outside of the units.
- (F) NO garage sales are permitted in the units or common areas.
- (G) NO COMMERCIAL VEHICLE may be parked on premises of **Casa del Sol** by a resident. Commercial vehicles are defined in the board Resolution dated 12 June 1984.
- (H) NO boat, trailer or any type camper, motor home, recreational, or any other type of vehicle NOT designed primarily for personal transportation may be parked on the premises of Casa del Sol for a period exceeding **24** hours.
- (I) Boats may be tied to the dock for a period not to **exceed 48** hours on a first come, first served basis. NO boat is to be tied up so as to impair any other boat from leaving the dock.

#### **EXTERIOR OF BUILDING:**

There shall be NO exterior painting of doors or buildings by a unit owner or tenant. There shall be NO additions such as enclosures, lighting fixtures, or any other item whatsoever, without **EXPRESS WRITTEN CONSENT OF THE BOARD!!!!**

Owners must covenant with the Board to promptly remove at owner's expense any unauthorized exterior additions.

#### **DISTURBING NOISES:**

NO resident shall make or permit any disturbing noises in the units or on condominium property, whether made by himself, his family, friends or guests, nor to do or PERMIT anything to be done at any time that would interfere with the respected rights of other occupants.

NO resident OR guest shall play or suffer to be played any musical instrument, tape deck, stereo, radio or TV in his unit or about condominium property between the hours of **11:00 PM and 8:00 AM** if the same shall annoy or disturb other resident.

## **ROADWAYS, DRIVEWAYS – INGRESS, EGRESS – SPEED LIMITS!!!**

The Winter Haven Fire Department has surveyed the property for designated fire lanes required for their equipment. Entrances, roadways and driveways must **NOT** be obstructed or encumbered or used for purposes other than ingress and egress to and from premises.

The **ONE WAY STREET SYSTEM** for the complex as filed with the City of Winter Haven Police and Fire Departments and distributed to the residents shall be followed. **NO** cars or other vehicles may park **OUTSIDE** the yellow lines as marked and parking is permitted **ONLY** in the designated areas.

Bicycles, motor bikes, mopeds, three or four-wheel vehicles, go carts, etc. will be considered motor vehicles and are subject to the same regulations as automobiles. They are to be used on the roadways only and shall not be operated on the grass, sidewalks, or pool decks.

### **SPEED LIMITS:**

For the protection of **ALL** residents, speed limit signs have been posted within the complex. **DRIVERS OF ALL VEHICLES MUST OBSERVE THE POSTED LIMITS.**

### **VEHICLE TAGS:**

For security purposes, each resident and/or house guest vehicle owner shall register his/her vehicle tag number with the Business Office. This procedure is to prevent parking of unauthorized vehicles (excluding repairmen, etc.) within the complex. Your cooperation will help protect your property and provide additional security. Please update the office with vehicle changes.

### **CAR WASHING:**

The Board has designated the area next to the Poolside Lounge as the **ONLY** approved area for washing your car. Water/sewage is **VERY** expensive so we have installed a special water meter to control this cost. Your complete cooperation is necessary so **PLEASE DO NOT** wash your car in garage areas.

### **PET CONTROL:**

#### **Declaration of Condominium 13.4**

**PETS:** An Apartment Owner may keep a common household pet in his Apartment subject to any rules and regulations which be promulgated by the Association from time to time. An Apartment Owner **MAY NOT KEEP** any other animals, livestock, or poultry in his Apartment, no may any of the same be raised, bred or kept upon the Common Elements or any portion of the Condominium.

## **REGULATIONS AND GUIDELINES FOR ALL PETS:**

Cats, dogs, and other pets are allowed to be kept in, on or about the condominium property upon the following items and conditions.

- (A) Owners and/or lessee shall keep **NO PETS** in or about the Condominium Unit or Complex **WITHOUT THE WRITTEN CONSENT OF LESSOR AND THE BOARD OF DIRECTORS.**
- (B) ALL household pets (**including cats**) MUST be kept on a leash or carried when outside the Apartments. **THERE ARE NO EXCEPTIONS**.....Animals found roaming free will be captured and turned over to the appropriate animal control officials.
- (C) Animals ARE NOT allowed in the pools, around the pool decks, in the Courts or in the clubhouse.
- (D) Any excessive barking, caterwauling, or other annoyance by pets may be cause for an order to dispose of the pet.
- (E) Pets shall be walked on the following perimeters of the complex: northeast corner, southeast corner, and southwest corner. **WITHOUT EXCEPTION**, Pet **excrement** in ANY area **must be bagged** and properly disposed of by owner.
- (F) Owners must covenant with the Board to promptly comply with any recommendation and with any order to remove pet from premises.

In order to comply with the provisions of the Declaration of Condominium and Regulations and Guidelines, it is necessary for ALL residents of the complex to REGISTER animals on the forms provided to receive the proper certification of Board Approval. Failure to comply could result in an order to remove pet from premises.

## **USE OF MAIN CLUBHOUSE AND POOLSIDE LOUNGE:**

These facilities may be used by Residents when not required for use of the Association, subject to the Rules and Regulations of Casa del Sol Condominium Association, Inc.

1. Applications must be made in writing for the use of the Main Clubhouse or Poolside Lounge for parties and get-togethers and are subject to the approval of Board and Office Manager.
2. Air Conditioning will be supplied for approved hours only, and applicant accepts the responsibility for **SHUTDOWN**.
3. **Use of Poolside Lounge must terminate by 10:00 PM.**

4. Reservations for use of Main Clubhouse will not be approved for residents under age of 18. The adult reserving the clubhouse must be present in the clubhouse during the entire function and is responsible for the conduct of ALL persons in attendance while they are on Casa del Sol property.
5. Clubhouses used for parties by reservation must be left clean and in good condition by Applicant following function. ALL refuse is to be removed, lights turned out and air conditioning turned off. Doors are to be locked and keys returned to office.
6. A \$50.00 (Pool Pavilion) & ~~\$100.00~~ \$200.00(Clubhouse) refundable check must accompany each application. Refund will be made **IF** premises are left **CLEAN AND IN GOOD CONDITION**. This includes lights and air turned OFF. Additional charges will be made for any damage or cleanup not covered by the deposit. The decision of the Board of Directors will be final in any dispute over return of the deposit or any additional charges.
7. Parking of more than five (5) vehicles will require special arrangement with the Office Manager.
8. NO ALCOHOLIC BEVERAGES ARE TO BE CONSUMED BY MINORS IN THE CLUBHOUSE OR IN THE COMMON AREAS OF THE CONDOMINIUM.

## **USE OF ADULT AND FAMILY POOLS:**

### **FAMILY POOL – LARGE POOL AND KIDDIES POOL:**

The large pool located in Phase I of the common areas shall be designated as the FAMILY POOL. It has maximum capacity of forty-four (44). In addition to the following rules, ALL rules posted at the pool must be observed.

- (1) Bicycles and other vehicles, including skateboards, are prohibited in this area.
- (2) DOGS AND CATS ARE NOT ALLOWED IN THIS AREA AT ANY TIME!!!
- (3) Regular pool hours shall be DAWN till DUSK, except for routine maintenance or other emergencies which may require closing.
- (4) Trash (cans, paper, other litter) must be disposed of in the containers provided for this purpose.
- (5) NO glass containers allowed.



- (6) Horseplay and/or rowdiness will NOT be permitted under any circumstances.
- (7) Parents shall respect the rights of others. **DIAPERED** youngsters will **NOT** be permitted in **ANY POOL**. Violations can result in pool shut-down.
- (8) NO ALCOHOLIC BEVERAGES ARE TO BE CONSUMED BY MINORS AROUND POOL, POOL PAVILION, OR THE COMMON AREAS OF THE CONDOMINIUM.
- (9) NO Life Guard will be on duty at ANY time. Therefore, each parent must accept **FULL RESPONSIBILITY FOR SUPERVISION OF CHILDREN AND GUESTS.**
- (10) CHILDREN UNDER THE AGE OF 10 WILL BE REQUIRED TO HAVE RESPONSIBLE ADULT SUPERVISION IN THE POOL/POOL AREA AT **ALL** TIMES. FAILING TO DO THIS, THEY WILL NOT BE ALLOWED IN THIS AREA.
- (11) In lieu of parental or adult supervision, THE RESIDENT OR **GUEST** RELIEVES THE ASSOCIATION OF ANY AND **ALL** RESPONSIBILITY OR LIABILITY FOR SUCH SUPERVISION. YOU, YOUR CHILDREN AND GUESTS SWIM AT THEIR OWN RISK.
- (12) PRIVATE POOL – NO TRESPASSING – FOR RESIDENTS AND GUESTS ONLY. Guests **MUST BE** accompanied by a Resident. Violators will be asked to leave. Continuous violations will result in PROSECUTION OF VIOLATORS.
- (13) Violations of any rule may result in the suspension of pool privilege as may be deemed necessary by the Board of Directors.

#### **ADULT POOL – SMALL POOL:**

The small pool located in Phase II of the common areas shall be designated as the ADULT POOL. It has a maximum capacity of seventeen (17) people. In addition to the following rules, ALL rules posted at the pool must be observed.

- 1) NO ONE under 18 years of age will be permitted to use this pool or pool area. **NO EXCEPTIONS.**
- 2) Bicycles or other vehicles are prohibited.
- 3) Dogs and cats ARE NOT allowed in this area.
- 4) Regular pool hours are DAWN till DUSK.

- 5) NO ALCOHOLIC BEVERAGES ARE TO BE CONSUMED BY MINORS AROUND THE POOL OR IN ANY COMMON AREA OF THE CONDOMINIUM.
- 6) Beer and/or other beverage cans and other such trash must be disposed of in the containers provided for this purpose.
- 7) **NO GLASS CONTAINERS ALLOWED.**
- 8) PRIVATE POOL – NO TRESPASING – FOR RESIDENTS AND GUEST ONLY. Guests MUST be accompanied by resident. Violators will be asked to leave and/or prosecuted after repeated violations.
- 9) Violation of any rule may result in a suspension of pool privilege as may be determined by the Board.

#### **TENNIS COURTS:**

- 1) Tennis Court hours are 7:00 AM to 10:00 PM.
- 2) Only tennis shoes may be worn on the courts.
- 3) NO bicycles, skateboards, roller skates, etc. are allowed inside the tennis court fence.
- 4) Tennis courts are to be used solely for playing or practicing tennis.
- 5) Lights must be TURNED OFF and the courts LOCKED when you leave the courts.

Tennis court lights are located on the south end wall of the building containing units 32-39. The light switches for the courts are in switch boxes which are clearly marked. The lights take several minutes to reach full illumination.

#### **ENFORCEMENT:**

Residents who observe violations of the Rules and Regulations are encouraged to report them to the Board of Directors for further action.

Failure to comply with these Rules and Regulations could result in fines, legal action, or involvement of the police.

#### **MODIFICATION AND REPEAL:**

These Rules and Regulations may be modified, added to or repealed by the Board of Directors at any time as may be necessary to insure the comfort and safety of ALL residents. In any instance where there is an apparent conflict between these Rules and Regulations and the Declaration of Condominium or applicable Florida Statutes, the Declaration and/or Florida Law will prevail.

## **ADDENDA TO RULES AND REGULATIONS**

- (1) **ACCESS TO ASSOCIATION RECORDS:** All association records will be available to the clubhouse office for inspection and copying by owners (or their appointed agents) by appointment, during the normal office hours of the association, for a nominal copying charge, as determined by the Board. Notice of such inspection shall be in writing. Requested information shall be furnished by the board within five (5) working days. Association records may not be removed from the Association Office.
- (2) **COPIES OF CONDOMINIUM DOCUMENTS:** The board will instruct its secretary to maintain in the association office five (5) copies of all condominium documents and will be available to owners and prospective purchasers for the sum of \$50.00.
- (3) **QUESTIONS AND ANSWER SHEET:** These will be available as new guide lines become available.
- (4) **NOTICE OF MEETINGS AND AGENDA:** Every member shall have the right to speak on the agenda items for a time not to exceed 1-1/2 minutes, on each agenda item during the resident comments section of the agenda. Notice of board membership meetings and official committee meetings will be posted in the mail room in a locked case.
- (5) **HURRICANE SHUTTER SPECIFICATIONS ADOPTED BY BOARD:** Apply at office, if needed.
- (6) **BY-LAWS WERE AMENDED** at the November members meeting to authorize the board to set and collect late fees. The present policy is: \$5.00 late charge after the 5<sup>th</sup> of the month, a \$15.00 late charge after the 10<sup>th</sup> of the month. A lien is filed on a unit when two (2) months overdue. Foreclosure begins at the third (3) month.
- (7) **BY-LAWS AMENDED** at the November meeting, giving the board authority to fine in an amount not to exceed state statute for rules violations and provides for the mechanics of same. State statute permits fining of unit owners, tenants and guests for infractions and/or eviction.
- (8) **STATE STATUTE REQUIRES** unit owners insurance to cover all appliances, cabinets, plumbing, fixtures, floor and wall covering, etc. See documents for parametrical boundaries. You own everything inside those boundaries.
- (9) **STATE STATUTE** required certain statements in sale agreements of condo units concerning the buyer's ability to back out of an agreement

within so many days of receiving a copy of the documents. Be advised if you are thinking of selling.

- (10) WATER MUST BE TURNED OFF outside your unit when you will be absent for more than one (1) day. Violators will be responsible for all damages resulting from neglecting to do so.

## **RULES FOR USE OF MAIN CLUBHOUSE AND POOLSIDE LOUNGE**

These facilities may be used by Residents when not required for use of the Association, subject to the Rules and Regulations of Casa del Sol Condominium Association, Inc.

- 1) Applications must be made in writing for the use of the Main Clubhouse or Poolside Lounge for parties and get-togethers and are subject to the approval of Board and Office Manager.
- 2) Reservations by a resident for use of Main Clubhouse **will not be accepted** for residents under the age of 18 years. The adult reserving the clubhouse must be present in the clubhouse during the entire function and is responsible for the conduct of **ALL** persons in attendance while they are on Casa del Sol property.
- 3) A ~~\$100.00~~ \$200.00 refundable check must accompany **each** application for use of main clubhouse and/or \$50.00 for Poolside Lounge. Refund will be made if premises are left **clean and in good condition**. Additional charges will be made for any damage or cleanup not covered by the deposit. The decision of the Board of Directors will be final in any dispute over return of the deposit or any additional charges.
- 4) Air Conditioning will be supplied for approved hours only, and applicant accepts the responsibility for turning off AC.
- 5) **Use of Poolside Lounge must terminate by 10 o'clock PM.**
- 6) Clubhouse OR Poolside Lounge and Pool deck used for parties by reservation must be left **clean and in good condition** by Resident Applicant following function. ALL trash is to be removed and taken to dumpster, lights and air conditioning turned off, and doors are to be locked. A check off sheet will be given at time of reservation to be filled out before final inspection. Applicant is advised to do a walk through before reserved date.
- 7) Parking of more than five (5) vehicles will require special arrangement with the Office Manager.
- 8) **NO alcoholic beverages** are to be consumed by minors in the clubhouse or in the common areas of the condominium.
- 9) **No smoking** allowed in clubhouse.
- 10) **No bathing suits** are permitted in clubhouse.
- 11) Any Association usage of Clubhouse or Poolside Lounge for an Association function, reservation fee will be waived.

**CASA DEL SOL CONDOMINIUM ASSOCIATION**  
**2500 21<sup>st</sup> Street NW #97**  
**Winter Haven, Florida 33881**

**The following rules have been amended or added effective April 1, 2007:**

1. No open flame barbequing (including turkey and deep fryers) will be allowed in any covered area of any unit.
2. The rental deposit for the Clubhouse will increase to \$200.00.
3. During Board meetings owner comments are limited to 3 minutes and are limited to only items on the agenda. The owner must submit, prior to the meeting, a request to speak regarding such an item. The owner must wait to speak until recognized by the Board. The Board has the right to remove any owner who fails to comply with the rules.

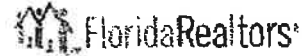
Please sign the attached acknowledgment and return to the office as soon as possible.

Thanks!

Your Board of Directors

**Comprehensive Rider to the  
Residential Contract For Sale And Purchase**

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initiated by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between SHANOWER VERNA LUCILLE TR (SELLER) and ARTHUR GOLDSTEIN (BUYER) concerning the Property described as 2500 21ST ST NW #6 FL 338811278  
WINTER HAVEN

Buyer's Initials \_\_\_\_\_

Seller's Initials VLS

**P. LEAD-BASED PAINT DISCLOSURE**

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

**Seller's Disclosure (INITIAL)**

VLS (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):

- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.  
☒ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

VLS (b) Records and reports available to the Seller (CHECK ONE BELOW):

- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: \_\_\_\_\_

- ☒ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

**Buyer's Acknowledgement (INITIAL)**

\_\_\_\_ (c) Buyer has received copies of all information listed above.

\_\_\_\_ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

\_\_\_\_ (e) Buyer has (CHECK ONE BELOW):

- ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or  
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

**Licensee's Acknowledgement (INITIAL)**

[Signature] (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Verna Lucille Shanower 4-25-12  
SELLER SHANOWER VERNA LUCILLE TR Date

BUYER ARTHUR GOLDSTEIN Date

SELLER Date

BUYER [Signature] 4-25-12 Date

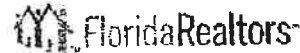
Selling Licensee Date

Listing Licensee Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

**Comprehensive Rider to the  
Residential Contract For Sale And Purchase**

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initiated by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between SHANOWER VERA LUCILLE TR (SELLER)  
and ARTHUR GOLDSTEIN (BUYER)  
concerning the Property described as 2500 21ST ST NW #6 PL 338811278  
WINTER HAVEN

Buyer's Initials \_\_\_\_\_

Seller's Initials X V.L.S.

**A. CONDOMINIUM ASSOCIATION DISCLOSURE**

**1. CONDOMINIUM ASSOCIATION APPROVAL:**

The Association's approval of Buyer (CHECK ONE) ☒ is ☐ is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than 5 days prior to Closing. Within 10 days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract will terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

**2. RIGHT OF FIRST REFUSAL:**

- (a) The Association (CHECK ONE) ☐ has ☒ does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (CHECK ONE) ☐ have ☒ do not have a Right. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
- (c) Buyer and Seller shall, within 10 days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract will terminate and the Deposit will be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract will terminate and the Deposit will be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller will pay to Broker the full commission at Closing in recognition that Broker procured the sale.

**3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:**

- (a) Assessments and Rents: Seller represents that the current annual assessment installments are \$ 277.00 per month and the current rent on recreation areas is \$ 0 per month. All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.
- (b) Fees: Seller will pay all fines imposed against the Unit as of Closing Date and any fees the Association charges to provide information about its fees on the Property, and will bring annual assessment installments and similar periodic fees and rents on any recreational areas current as of Closing Date.

(SEE CONTINUATION)



**A. CONDOMINIUM ASSOCIATION DISCLOSURE (CONTINUED)**

**(c) Special Assessments and Prorations:**

*Insurance Assessment = see attached*  
(i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows: NONE

(ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (**CHECK ONE**): ☐ Buyer ☐ Seller (if left blank, Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller will pay the assessment in full prior to or at the time of Closing.**

(iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.

(iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, which was not pending as of the Effective Date, then Seller will pay all amounts due before Closing Date and Buyer will pay all amounts due after Closing Date.

(v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.

(vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.

(d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: \_\_\_\_\_

**4. SPRINKLER SYSTEM RETROFIT:**

If, pursuant to Sections 718.112(2)(l), F.S., the Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Association's vote to forego such retrofitting.

**5. NON-DEVELOPER DISCLOSURE:  
(CHECK ONE)**

☐ (a) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

☐ (b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

**6. BUYER'S REQUEST FOR DOCUMENTS:**

Buyer is entitled, at Seller's expense, to current copies of the condominium documents specified in Paragraph 5, above. Buyer (**CHECK ONE**) ☐ requests ☐ does not request a current copy of the documents specified in Paragraph 5, above. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents.

**(SEE CONTINUATION)**