Recording $ 18.50
Doc Stamps $ 0
Intangible Tax $ 0
Total $ 18.50

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CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK4 Receipt#359383

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AMENDMENT TO BYLAWS OF THORNEBROOK VILLAGE MAINTENANCE, INC.

THIS AMENDMENT, made and executed effective this 10th day of January, 2008, by THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation (the "Association").

RECITALS:

WHEREAS, Thornebrook Development Corporation, a Florida corporation, (the "Corporation") has previously caused the Declaration of Condominium of Thornebrook Village, a Condominium (the "Declaration") to be recorded in Official Records Book 1570, page 1558 of the Public Records of Alachua County, Florida; and

WHEREAS, the Bylaws for Thornebrook Village Maintenance, Inc. were duly adopted on July 27, 1984; and

WHEREAS, the Bylaws provide for amending the Bylaws; and

WHEREAS, the Association and its members desire to amend the Bylaws to provide for new procedures and new fees; and

WHEREAS, the Association has complied with all of the requirements for amendment listed in Article XIV of the Bylaws.

NOW, THEREFORE, the Association and the members, for themselves, their successors and assigns, hereby files this Amendment to the Bylaws of Thornebrook Village Maintenance, Inc., said amendment to provide as follows:

1. Article VI, Fiscal Management, Paragraph 6, Remedies and Acceleration of Assessment Installments upon Default; Lien. is hereby amended as follows (deletions are indicated by ~~strike-out~~; additions are underlined):

> 6. Remedies and Acceleration of Assessment Installments upon Default; Lien. If a check for the payment of any installment of an Assessment is returned for insufficient funds, the Association shall impose a fee of $50. If a Condominium Unit Owner shall be in default in the payment of an installment upon an assessment for a period of ten (10) days, the Board of Directors may impose a late fee of Ten and No/100 Dollars ($10.00) for the first month and a late fee of $25.00 or 5% of the delinquent installment (whichever is greater) for all subsequent months, and/or accelerate the remaining installments of the assessment upon notice to the Condominium Unit Owner, ...*(balance of paragraph 16.2 remains unchanged).*

2. Article II, Membership, Voting, Quorum, Proxies, paragraph 1 is hereby amended as follows (deletions are indicated by ~~strike-out~~; additions are underlined):

> 1. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members shall be set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which said Article IV of the Articles of Incorporation are incorporated hereby reference. Unit

INSTRUMENT # 2399779
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Owners shall not be eligible to cast votes attributable to a Unit in the event that the Assessments for such Unit are delinquent for a period of three (3) or more months as of the date of the meeting at which votes may be cast.

3. The undersigned, as President of the Association, does hereby certify that the foregoing amendment to the Bylaws was duly adopted at a meeting of the members and Board of Directors held on the 10th day of January, 2008, at which a quorum was present and that the members owning at least 2/3 of the Units voted in favor of the amendment and a majority of the Board of Director voted in favor of the amendment.

IN WITNESS WHEREOF, the Association has set its hand and seal the day and year first written above.

THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation

Witness sign name above
Witness print name below
Glenda J. Hayden

By: _____
Print Name: David Arrighi
As its President

Witness sign name above
Witness print name below
M. Susan Fulford

By: _____
Print Name: Jacquie Smith
As its Secretary

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 17th of January, 2008, by **David Arrighi** and **Jacquie Smith** as President and Secretary respectively of Thornebrook Village Maintenance, Inc., a Florida corporation, on behalf of said corporation who are (___) personally known to me or (✓) produced a current Florida driver's license as identification or (___) produced _____ as identification.

M. Susan Fulford
Commission # DD295403
Expires June 12, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Print Name: _____
Notary Public/State of Florida
Commission Expires: _____

This Document Prepared By:
Melissa Jay Murphy, Esq.
Salter, Feiber, Murphy,
Hutson & Menet, P.A.
P.O. Box 357399
Gainesville, FL 32635-7399

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CLERK OF CIRCUIT COURT
ALACHUA COUNTY FL

AMENDMENT TO DECLARATION OF CONDOMINIUM OF THORNEBROOK VILLAGE

THIS AMENDMENT, made and executed this 22 day of March, 1985, by THORNEBROOK DEVELOPMENT CORPORATION, a Florida corporation, hereinafter "Developer."

RECITALS:

WHEREAS, Developer has previously caused that certain Declaration of Condominium of Thornebrook Village to be recorded in Official Records Book 1570, Page 1558, of the Public Records of Alachua County, Florida; and

WHEREAS, said Declaration provides for the phasing of said Condominium by amending the Declaration to add certain additional parcels of real property; and

WHEREAS, a portion of Phase II has been completed to the point at which certain units in said phase can legally be conveyed; and

WHEREAS, the Developer desires to add Phase II to the Condominium.

NOW, THEREFORE, Developer, for itself, its successor and assigns, hereby submits the following real property to condominium ownership in accordance with Florida Statues Chapter 718, to be known as Thornebrook Village, Phase II, according to the Declaration recorded in Official Records Book 1570, Page 1558, of the Public Records of Alachua County, Florida:

A parcel of land situated in Section 26, Township 9 South, Range 19 East, in the City of Gainesville, Alachua County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section 26, and run North 00°04'48" East, along the West line of said Section, a distance of 100.00 feet; thence run South 89°54'06" East a distance of 50.00 feet to the east right-of-way line of Northwest 43rd Street (100 foot right-of-way); thence run North 00°04'48" East along said right-of-way line a distance of 293.50 feet; thence run South 89°54'06" East, 455.00 feet to the Point of Beginning; thence run North 00°05'54" East, 186.00 feet; thence run North 44°54'06" West, 44.00 feet; thence run North 00°05'54" East, 31.00 feet; thence run North 41°54'06" West, 38.00 feet; thence run North 00°35'54" East, 127.00 feet; thence run North 59.15 feet to the southerly right-of-way line of N.W. 26th Lane; thence run South 64°10'09" East, along said right-of-way line, 84.00 feet; thence run southeasterly along a curve concave southwesterly, said curve having a central angle of 63°51'27", a radius of 329.75 feet, an arc of 367.52 feet and a chord of South 32°14'26" East, 348.79 feet to the westerly right-of-way line of N.W. 41st Street; thence run South 00°18'42" East, along said right-of-way line, 181.55 feet; thence run North 89°54'06" West, 329.25 feet to the Point of Beginning, containing 3.487 acres more or less.

This Instrument Prepared By:
Melissa Jay Murphy
1260 North West 11th Avenue
Gainesville, Florida 32601

721004

O.R. 1588 PAGE 2270

1. Recorded in Condominium Exhibit Book 1, Page 92, of the Public Records of Alachua County, Florida, is a survey of the land and a graphic description of the plot plan and the improvements constituting Phase II, Thornebrook Village Condominium, identifying the buildings, units and common elements and their respective locations and approximate dimensions. Each unit is identified by a specific number or number and letter on said exhibit and no unit bears the same designation as any other unit.

2. As set forth in Article 9.3 of the Declaration, each Unit Owner in the Condominium will be a member of the Association and will be entitled to cast an owner's vote in accordance with the Articles of Incorporation and the Bylaws. Each Unit Owner will also own an undivided interest in the common elements. Said votes and interest are as set forth below, after the addition of Phase II:

Unit No.	Votes	% in Common Elements
1A	8	1.15
1B	8	1.15
2A	15	2.03
2B	17	2.32
2C	7	0.93
2D	17	2.32
3A	20	2.69
3B	15	2.01
3C	29	3.98
4A	10	1.41
4B	10	1.41
5A	30	4.07
5B	14	1.94
5C	19	2.63
6A	31	4.13
6C	19	2.63
6D	14	1.90
7	8	1.15
8	8	1.15
9	13	1.74
10	9	1.22
11A	12	1.69
11B	8	1.15
12	8	1.15
13	10	1.34
14	10	1.34
15A	13	1.80
15B	16	2.25
15C	16	2.22
15E	55	7.471
15F	3	.47
16	13	1.78
17	10	1.34
18	10	1.34
19	14	1.91
20	11	1.46
21	13	1.74
22	13	1.73

Unit No.	Votes	% in Common Elements
23	13	1.73
24A	8	1.15
24B	28	3.73
24C	13	1.84
25A	11	1.57
25B	6	.89
26A	19	2.6
26B.	36	4.84
27A	8	1.15
27B	13	1.74
28	19	2.54
29	1	.079

3. The limited common area designated on the survey recorded in Condominium Exhibit Book 1, Page 92, of the Public Records of Alachua County, Florida, shall be appurtenant to Unit 14 and an interest therein shall be conveyed, whether or not separately described, whenever a conveyance of Unit 14 occurs. The use of the area shall be subject to certain restrictions and the owner of Unit 14 shall have certain responsibilities associated with the ownership of the limited common area, all of which are more specifically described herein. The use of the limited common area shall be restricted to dining and assembly purposes. Sale of merchandise or goods, other than as an adjunct to the business carried on in Unit 14, is specifically prohibited. The owner of Unit 14 will have the right to make improvements to the limited common area, including the installation of a roof or other shade structure, but is not permitted to enclose the sides of the area. The owner of Unit 14 is responsible for all maintenance and upkeep of the limited common area and will keep said area in a state of good repair. If the owner of Unit 14 fails to maintain the area, the Association shall have the right to make such repairs and to charge the Owner of Unit 14 for the cost thereof. An easement is hereby granted and reserved to all Unit Owners in Thornebrook Village, Phases I and II, their guests and their invitees, for limited access in and over the limited common area. The use of this easement may not unreasonably interfere with the right of the Owner of Unit 14 to primary use of the limited common area. The Developer hereby grants to the Association the right to establish reasonable rules and regulations regarding the use of the limited common area.

IN WITNESS WHEREOF, Developer has set its hand and seal the day and year first written above.

Signed, Sealed and Delivered in our Presence as Witnesses:

THORNEBROOK DEVELOPMENT CORPORATION, a Florida corporation

By: Richard D. Tarbox
Richard D. Tarbox, President

THORNEBROOK DEVELOPMENT CORPORATION SEAL FLORIDA

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 22d day of March 1985, by Richard D. Tarbox, President, on behalf of said corporation.

MELISSA M. McPHERSON NOTARY PUBLIC STATE OF FLORIDA

Melissa M. McPherson
Notary Public, State of Florida at Large.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 20, 1987
Bonded Thru Troy Fain-Insurance, Inc.

O.R. 1588 PAGE 2273

CONSENT OF MORTGAGEE

CYPRESS SAVINGS ASSOCIATION, the owner and holder of a mortgage on property located in Alachua County, Florida, which mortgage is recorded in Official Records Book 1568, page 470 of the Public Records of Alachua County, Florida (hereinafter called the Mortgage) hereby consents to the making of the foregoing Amendment to Declaration of Condominium for Thornebrook Village, a condominium, and the Mortgagee hereby agrees that the lien of the mortgage which is submitted to the condominium regime, shall be subject to the provisions of the said Declaration to the extent required by Florida Statutes Chapter 718 (1984).

CYPRESS SAVINGS ASSOCIATION

By: _____
VICE PRES

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4TH day of MARCH, 1985 by P. LEE GOULD as VICE PRESIDENT of Cypress Savings Association.

_____
Notary Public, State of Florida at Large. My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 24, 1988
BONDED THRU FRED S. JAMES & CO.

'85 APR 19 PM 1

CLERK OF CIRCUIT COURT
ALACHUA COUNTY FL

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF THORNEBROOK VILLAGE

THIS AMENDMENT, made and executed this 12th day of April, 1985, by THORNEBROOK DEVELOPMENT CORPORATION, a Florida corporation, hereinafter "Developer."

RECITALS:

WHEREAS, Developer has previously caused that certain Declaration of Condominium of Thornebrook Village to be recorded in Official Records Book 1570, Page 1558, of the Public Records of Alachua County, Florida; and

WHEREAS, said Declaration provides for the phasing of said Condominium by amending the Declaration to add certain additional parcels of real property; and

WHEREAS, an amendment has been previously filed to submit Phase II of said condominium to condominium ownership, said amendment being recorded in Official Records Book 1588, Page 2270, of the Public Records of Alachua County, Florida; and

WHEREAS, the survey exhibit attached to said amendment contained certain errors and omissions; and

WHEREAS, the Developer desires to file a corrected survey exhibit to show all completed units in Phase II of said Condominium.

NOW, THEREFORE, Developer, for itself, its successors and assigns, hereby files this Amendment to that certain Declaration of Condominium for Thornebrook Village as recorded in Official Records Book 1570, Page 1558 and as amended in Official Records Book 1588, Page 2270 of the Public Records of Alachua County, Florida, to provide as follows:

1. Recorded in Condominium Exhibit Book 1, Page 93, of the Public Records of Alachua County, Florida, is a survey of the land and a graphic description of the plot plan and the improvements constituting Phase II, Thornebrook Village Condominium, identifying the buildings, units and common elements and their respective locations and approximate dimensions. Each unit is identified by a specific number or number and letter on said exhibit and no unit bears the same designation as any other unit. There is no unit designated as "6B".

Prepared by:
Melissa Jay Murphy
1240 NW 11th Avenue, Gainesville FL

725092

O.R. 1590 PAGE 2090

2. As set forth in Article 9.3 of the Declaration, each Unit Owner in the Condominium will be a member of the Association and will be entitled to cast an owner's vote in accordance with the Articles of Incorporation and the Bylaws. Each Unit Owner will also own an undivided interest in the common elements. The Amendment recorded in Official Records Book 1588, Page 2270, of the Public Records of Alachua County, Florida contained certain errors. The correct votes and interest are as set forth below, after the addition of Phase II:

Unit No.	Votes	% in Common Elements
1A	8	1.1
1B	8	1.1
2A	15	2.000
2B	17	2.23
2C	7	0.921
2D	17	2.3
3A	20	2.65
3B	15	2.00
3C	29	3.93
4A	10	1.4
4B	10	1.4
5A	30	4.01
5B	14	1.91
5C	19	2.6
6A 6B	~~31~~ 19	~~4.07~~ 2.493 (2.49)
6C	19 12	2.6 1.3 (1.3)
6D	14	1.91
7	8	1.1
8	8	1.1
9	13	1.5
10	9	1.20
11A	12	1.67
11B	8	1.1
12	8	1.1
13	10	1.4
14	10	1.4
15A	13	1.5
15B	16	2.23
15C	16	2.23
15D	10	1.4
15E	55	7.471
15F	3	.46
16	13	1.5
17	10	1.4
18	10	1.4
19	14	1.91
20	11	1.44
21	13	1.5
22	13	1.5

Unit No.	Votes	% in Common Elements
23	13	1.5
24A	8	1.1
24B	28	4.29
24C	13	1.5
25A	11	1.44
25B	6	.878
26A	19 > 45	2.6 > 6.056
26B	36	5.00
27A	8	1.1
27B	13	1.5

elements. The revised votes and interests for units 24B1 and 24B2 are as follows:

UNIT NO.	VOTES	% IN COMMON ELEMENTS
24B1	9	1.43
24B2	19	2.86

IN WITNESS WHEREOF, Association has set its hand and seal the day and year first written above.

Signed, sealed and delivered in our presence as witnesses:

Susan L Kaurel

Patricia H. Redd

THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida Corporation

By: Richard D. Tarbox
RICHARD D. TARBOX, President

SEAL

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 9th day of September, 1985, by Richard D. Tarbox, President on behalf of said corporation.

Susan L Kaurel
Notary Public, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 2, 1987
Bonded Thru Troy Fain Insurance, Inc.

1603 page 1025

CONSENT OF MORTGAGEE

CYPRESS SPRINGS ASSOCIATION, the owner and holder of a mortgage on property located in Alachua County, Florida, which mortgage is recorded in Official Records Book 1568, Page 470 of the Public Records of Alachua County, Florida (hereinafter called the Mortgage) hereby consents to the making of the foregoing Amendment to Declaration of Condominium for Thornebrook Village, a condominium, and the Mortgagee hereby agrees that the lien of the mortgage which is submitted to the condominium regime, shall be subject to the provisions of the said Declaration to the extent required by Florida Statutes Chapter 718 (1984).

CYPRESS SAVINGS ASSOCIATION

By: _____
Vice Pres

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10 day of April, 1985 by P. Lee Goud, Vice President of Cypress Savings Association.

_____
NOTARY PUBLIC, STATE OF FLORIDA AT Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 24 1988
BONDED THRU FRED S. JAMES & CO.

O.R. 1590 PAGE 2093

This Instrument Prepared By:
Melissa Jay Murphy
1240 North West 11th Avenue
Gainesville, Florida 32601

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF THORNEBROOK VILLAGE

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THIS AMENDMENT, made and executed this 9th day of September 1985, by THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation, hereinafter "Association".

RECITALS:

WHEREAS, Thornebrook Development Corporation has previously caused that certain Declaration of Condominium of Thornebrook Village to be recorded in Official Records Book 1570, Page 1558, of the Public Records of Alachua County, Florida; and

WHEREAS, said Declaration provides for amending the Declaration; and

WHEREAS, Association desires to divide a condominium unit located in Phase I of said condominium into two (2) units.

NOW THEREFORE, Association, for itself, its successors and assigns, hereby files this Amendment to that certain Declaration of Condominium for Thornebrook Village as recorded in Official Records Book 1570, Page 1558, and as amended in Official Records Book 1558, Page 2270 and Official Records Book 1590, Page 2090 of the Public Records of Alachua County, Florida, to provide as follows:

1. Recorded in Condominium Exhibit Book 1, Page 76, of the Public Records of Alachua County, Florida, is a survey of the land and a graphic description of the plot plan and the improvements constituting Phase 1 of Thornebrook Village Condominium, identifying the buildings, units, and common elements and their respective locations and approximate dimensions. There is a unit designated as "24B". The unit designated "24B" is hereby divided into two (2) units designated "24B1" and "24B2" as per attached survey labelled "Exhibit A".

2. As set forth in Article 9.3 of the Declaration, each Unit Owner in the Condominium will be a member of the Association and will be entitled to cast an owner's vote in accordance with the Articles of Incorporation and the Bylaws. Each Unit Owner will also own an undivided interest in the common

elements. The revised votes and interests for units 24B1 and 24B2 are as follows:

UNIT NO.	VOTES	% IN COMMON ELEMENTS
24B1	9	1.43
24B2	19	2.86

IN WITNESS WHEREOF, Association has set its hand and seal the day and year first written above.

Signed, sealed and delivered in our presence as witnesses:

Susan L. Kaul

Patricia H. Reed

THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida Corporation

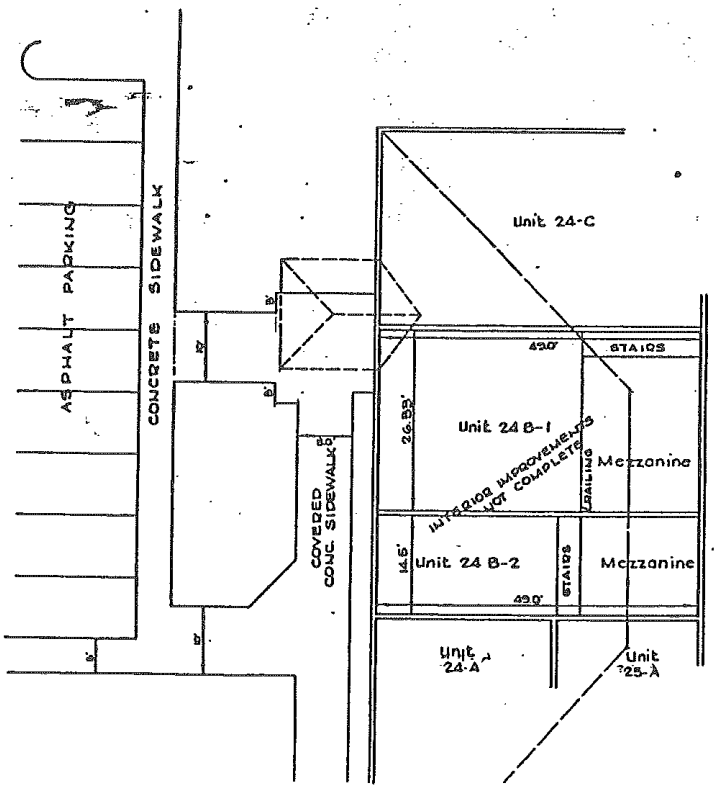
By: Richard D. Tarbox
RICHARD D. TARBOX, President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 9th day of September, 1985, by Richard D. Tarbox, President on behalf of said corporation.

Susan L. Kaul
Notary Public, State of Florida at Large
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Jan. 2, 1987

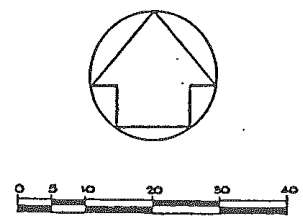
O.R. 1603 PAGE 102



Unit 24 B of Thornebrook Village Phase I a professional condominium according to Site plan marked Exhibit 'B' to the Declaration of Condominium as recorded in Official Records Book 1570 from page 1558 through 2093 of the Public Records of Alachua County, Florida.

NOTES:

Each unit is of concrete block and frame construction with a wood shingle roof and is composed of a business or office the dimensions of which are shown hereon, consisting of the space bounded by a vertical projection of the Unit boundary lines as shown hereon and the horizontal planes at the floor and ceiling elevations as shown notwithstanding the actual location of the walls, ceilings and floors. The unit shall consist of the space herein defined.



GRAPHIC SCALE
(SCALE IN FEET: 1"=10')

SURVEYORS CERTIFICATION:

I, Stacy A. Hall, a duly registered land surveyor under the laws of the State of Florida, being surveyor with Certificate Nº 3784 hereby certify that upon substantial completion this survey together with the Declaration of Condominiums of 'Thornebrook Village Phase I' and the exhibits attached thereto will be an accurate representation and dimensions of the improvements described to the best of my knowledge and belief and that the identification, location and dimensions of the common elements, limited common elements, and of each condominium unit therein can be determined from these materials.

CERTIFICATION:

I HEREBY CERTIFY THAT A SURVEY OF THE HEREON DESCRIBED TRACT OF LAND WAS MADE UNDER MY RESPONSIBLE DIRECTION AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA STATE BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

ALACHUA COUNTY LAND SURVEYORS, INC.
2312 N.E. 1st BLVD. - SUITE 300
GAINESVILLE, FLORIDA
Phone (904) 378-1188

PHASE I-THORNEBROOK VILLAGE
A PROFESSIONAL CONDOMINIUM
SITUATED IN SEC. 26-TWP. 9S.-RGE 19E.
CITY OF GAINESVILLE, ALACHUA COUNTY, FL
RICHARD TARBOX- Planner

scale 1"=10'	names	dates
drawn	R.T.G.	6-21-85
checked		
revised		
revised		
revised		

CERTIFICATION
By: Stacy A. Hall Surveyor
Florida Registered Land Surveyor No. 3787
Date of Signature: Aug. 14, 1985
Date Field Work Completed

Job Number 85-203
Field Bk. & Page File Folder
Sheet 1 of 1

O.R. BOOK 1603 PAGE 1026

EXHIBIT "A"

CERTIFICATE OF AMENDEMENT OF
DECLARATION OF CONDOMINIUM

The undersigned, as President of THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation, does hereby certify that the foregoing amendment to the Declaration of Condominium of THORNEBROOK VILLAGE was duly adopted at a meeting of the members and Board of Directors held on the 21st day of May, 1985, at which a quorum was present and voted as follows: 670 votes of the Association membership in favor of the Amendment (3/4 or 556 votes were required) and 2 votes of the Board of Directors in favor of the Amendment (2/3 or 2 votes were required).

RESOLVED as follows:

Signed, sealed and delivered
in our presence as witnesses:

Susan L. Kaurel

Patricia H. Ledd

THORNEBROOK VILLAGE
MAINTENANCE CORPORATION

By: Richard D. Tarbox
Richard D. Tarbox, President

DATED: September 9, 1985

O.R. BOOK 1603 PAGE 1027

Rec. 6.00
Doc. .55
6.55

GRANT OF EASEMENT

THIS INDENTURE, made and entered into this 12th day of January, 1988, by and between THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation, hereinafter Grantor, and GULF STAR ENTERPRISES, INC., a Florida corporation, hereinafter Grantee.

WITNESSETH:

That said Grantor, for and in consideration of the sum of $10.00 and other valuable consideration paid by the Grantor by Grantee, the receipt of which is hereby acknowledged, hereby grants an easement to Grantee for the purpose of the installation, maintenance, removal and replacement of satellite communications dishes over and across a portion of the common area of Thornebrook Village, a condominium as per the Declaration of Condominium recorded in Official Records Book 1570, page 1558 of the Public Records of Alachua County, Florida, that consists of the roof surface directly above Units 4A & 4B of said condominium and such additional common area necessary for the wiring and other items necessary for the use of this easment.

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CLERK OF CIRCUIT COURT
ALACHUA COUNTY FL

PROVIDED, HOWEVER, that this easement is subject to the following conditions:

1. In the event that Grantee shall cease to use this easement for a continuous period of six months or more, then it shall be terminable by the Grantor after 30 days written notice to the Grantee.

2. Grantee shall be responsible for maintenance of the satellite dishes in a state of good repair, for any damage to the common elements resulting from the exercise of its rights hereunder and for restoring the common elements to their original conditions upon removal of the satellite dishes.

3. This easement shall be appurtenant to the following parcels of property:

> Unit 3B, THORNEBROOK VILLAGE, a condominium according to that certain Declaration of Condominium recorded in Official Records Book 1570, page 1558 of the Public Records of Alachua County, Florida.

4. Grantee hereby indemnifies the Grantor for any cost damage, liability or other losses resulting from the use of this easement.

5. The location of all satellite dishes must be approved by the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this instrument the date and year first writtten above.

Signed, sealed and delivered in our presence as witnesses:

Kristi Pacetti

Robin L. Pratt

887523

THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation

BY Paul W. McArthur
PAUL W. McARTHUR, President

Doc. St. Amt. $ 0.55
A. Curtis Powers, Clerk of Circuit Court
Alachua County - By Jean L. Weston DC

O.R. BOOK 1693 PAGE 0384

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 12th day of January, 1988, by PAUL W. McARTHUR, as President of THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation.

Kristi Lacette

Notary Public, State of Florida at Large. My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 11, 1991
Bonded Thru Troy Fain - Insurance Inc.

24.00

RETURN TO:
[illegible], [illegible], [illegible], [illegible] AND SIEGEL, P.A.
[illegible] SUITE C
[illegible] STREET
GAINESVILLE, FLORIDA 32605

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THORNEBROOK VILLAGE

THIS AMENDMENT, made and executed this 16th day of January, 1991, by THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation (the "Association").

RECITALS:

WHEREAS, Thornebrook Development Corporation (the "Corporation"), has previously caused the Declaration of Condominium of Thornebrook Village, a Condominium, (the "Declaration") to be recorded in Official Records Book 1570, page 1558, of the public records of Alachua County, Florida; and

WHEREAS, the Declaration provides for amending the Declaration; and

WHEREAS, the Association desires to redefine the condominium owners' voting rights and ownership shares in the common elements;

WHEREAS, the Association has complied with all of the requirements for amendment listed in Article 16 of the Declaration;

NOW, THEREFORE, the Association, for itself, its successors and assigns, hereby files this Amendment to the Declaration of Condominium for Thornebrook Village, a condominium, as recorded in Official Record Book 1570, page 1558, and as first amended in Official Record Book 1588, page 2270 and as amended again in Official Record Book 1590, page 2090 and as amended a third time in Official Record Book 1603, page 1024, of the public records of Alachua County, Florida, to provide as follows:

1. As set forth in Article 9.3 of the Declaration, each Unit owner in the condominium will be a member of the Association and will be entitled to cast an owner's vote in accordance with the Articles of Incorporation and the Bylaws. Each Unit Owner will also own an undivided interest in the common elements. The revised votes and interests for all of the units in both Phase I and Phase II of the condominium are as follows:

RECORDED
OFFICIAL RECORDS
91 JAN 18 PM 4:42
[illegible]
[illegible] COUNTY, FL.

1049171

O.R. BK 1798 PG 2849

Unit	Sq. Ft.	Votes	% Common Elements			
1A	831	8	1.086			
1B	831	8	1.086			
2A	1398	15	1.827			
2B	1699	17	2.221			
2C	703	7	.919			
2D	1699	17	2.221			
3A	2022	20	2.643			
3B	1518	15	1.984			
3C	2997	29	3.917			
4A	1067	10	1.395			
4B	1067	10	1.395			
5A	3059	30	3.998			
5B	1461	14	1.909			
5C	1977	19	2.584	6A	19	2.193
6A	~~2673~~	~~31~~	~~3.493~~	6B	12	1.300
6C	1977	19	2.584			
6D	1431	14	1.870			
7	829	8	1.084			
8	880	8	1.150			
9	1309	13	1.711			
10	920	9	1.202			
11A	1275	12	1.666			
11B	840	8	1.098			
12	840	8	1.098			
13	1008	10	1.317			
14	1008	10	1.317			
15A	1360	13	1.777			
15B	1698	16	2.220			
15CDE	9358	81	12.231			
15F	357	3	.467			
16	1344	13	1.757			
17	1008	10	1.317			
18	1008	10	1.317			
19	1441	14	1.883			
20	1102	11	1.440			
21	1309	13	1.711			
22	1305	13	1.706			
23	1305	13	1.706			
24A	868	8	1.134			
24B1	996	9	1.302			
24B2	1819	19	2.377			
24C	1386	13	1.811			
25A	1180	11	1.542			
25B	670	6	.876			
26A	1960	19	2.562	45	6.056	
26B	3642	36	4.760			
27A	848	8	1.108	31	4.091	
27B	1314	13	1.717			
28	1916	19	2.504			
	76,513	740	100.000%			

5th Amendment

6th Amendment

100 - .467 (15F) =
99.553
or 100.47

2. Recorded in Condominium Exhibit Book 1, page 93 of the Public Records of Alachua County, Florida, is a survey of the land and a graphic description of the plot plan and the improvements constituting Phase II of the Thornebrook Village, a Condominium, identifying the buildings, units, and common elements and their respective locations and approximate dimensions. There are two (2) units designated as "11A" and "11B". The survey shows that Unit "11A" is next to Unit "12" and Unit "11B" is next to Unit "10", but this is an error; the letters designating "11A" and "11B" are transposed. The letters "A" and "B" are hereby switched such that the survey will show that Unit "11B" is next to Unit "12" and Unit "11A" is next to Unit "10" as per the surveyor's affidavit attached as Exhibit "B".

3. Recorded in Condominium Exhibit Book 1, page 93 of the Public Records of Alachua County, Florida, is a survey (the "Survey") of the land and a graphic description of the plot plan and the improvements constituting Phase II of the Thornebrook Village, a Condominium, identifying the buildings, units, and common elements and their respective locations and approximate dimensions. In the Survey, there is a line upon which it is written that the "work north of the line not completed." Those words are there in error; the buildings, units, and common elements shown above that line have been completed as per the surveyor's affidavit attached as Exhibit "B".

4. Article 9.3 of the Declaration stated that Unit 29 would have a certain number of votes and would own a certain percentage of the common elements. However, Unit 29 was never shown as an existing unit on the condominium survey. All reference to Unit 29 in the Declaration is hereby deleted and there shall not be a Unit 29.

5. The Third Amendment to the Declaration of Condominium was recorded in Official Record Book 1603, page 1027 for the purpose of dividing Unit 24B into two (2) units designated "24B1" and "24B2". The survey attached as Exhibit "A" and recorded in Official Record Book 1603, page 1026 incorrectly labels the two units. The survey is amended to provide that Unit 24B1 is the unit next to Units 24-A and 25-A with dimensions of 14.5' x 49.0' and that Unit 24B2 is the unit next to Unit 24-C with dimensions of 26.33' x 49.0'. The number of votes and the undivided interests in the common elements of each new unit shall remain the same as provided for in the Third Amendment.

IN WITNESS WHEREOF, the Association has set its hand and seal the day and year first written above.

Signed, sealed and delivered in our presence as witnesses:

THORNEBROOK VILLAGE MAINTENANCE INC., a Florida corporation

By: _____

Its: President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 16th day of January, 1991, by Rachel G. Vanderwarf, President on behalf of the Association, Thornebrook Village Maintenance, Inc.

_____
Notary Public
at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 17, 1993

SURVEYOR'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ALACHUA

Before me, a notary public, personally appeared W. Monroe Hazen, Jr., the undersigned, herein referred to as "Affiant", who being by me first duly sworn, on oath, says:

1. He is a Florida Registered Land Surveyor, Certification No. 3398.

2. He prepared the condominium surveys for Thornebrook Village, a Condominium, for which the Declaration of Condominium was recorded in Official Record Book 1570, Page 1558, of the Public Records of Alachua County, Florida.

3. The survey of the land and a graphic description of the plat plan and the improvements constituting Phase I of the condominium was recorded in Condominium Exhibit Book 1, Page 76, of the Public Records of Alachua County, Florida.

4. The survey of the land and a graphic description of the plat plan and the improvements constituting Phase II of the condominium was recorded in Condominium Exhibit Book 1, Page 92, of the Public Records of Alachua County, Florida. However, on the date of the survey, March 20, 1985, only the building containing Units 9 to 14 was substantially completed.

5. The remaining units in Phase II were completed and a final survey, dated April 16, 1985, was recorded in Condominium Exhibit Book 1, Page 93, of the Public Records of Alachua County, Florida. In the survey, there is a line upon which it is written that the "work north of line not completed." This line and those words are there in error. The buildings, units, and common elements shown north of the line had been completed as of April 16, 1985.

6. The survey dated April 16, 1985, shows Unit 11A next to Unit 12 and shows Unit 11 B next to Unit 10, but this is in error. The designations of 11 A and 11 B on the survey were transposed. Unit 11 B should have been next to Unit 12 and Unit 11 A should have been next to Unit 10.

7. There is not any Unit 29 reflected on any of the surveys for Phase I or Phase II of Thornebrook Village, a Condominium.

W. Monroe Hazen, Jr.
Cert. No. 3398

Sworn to and subscribed before me this 15th day of December, 1989.

Notary Public

My Commission Expires: 4-24-90

RETURN TO:
[illegible], PHILLIPS, PHILLIPS, LEBOW AND SIEGEL, P.A.
[illegible]
[illegible]

91 JAN 18 PM 4:42

[illegible]

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THORNEBROOK VILLAGE

THIS AMENDMENT, made and executed this 16th day of JANUARY, 1991, by THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation (the "Association").

RECITALS:

WHEREAS, Thornebrook Development Corporation (the "Corporation"), has previously caused the Declaration of Condominium of Thornebrook Village, a Condominium, (the "Declaration") to be recorded in Official Records Book 1570, page 1558, of the public records of Alachua County, Florida; and

WHEREAS, the Declaration provides for amending the Declaration; and

WHEREAS, the Association desires to redefine the condominium owners' voting rights and ownership shares in the common elements;

WHEREAS, the Association has complied with all of the requirements for amendment listed in Article 16 of the Declaration;

NOW, THEREFORE, the Association, for itself, its successors and assigns, hereby files this Amendment to the Declaration of Condominium for Thornebrook Village, a condominium, as recorded in Official Record Book 1570, page 1558, and as first amended in Official Record Book 1588, page 2270 and as amended again in Official Record Book 1590, page 2090 and as amended a third time in Official Record Book 1603, page 1024, of the public records of Alachua County, Florida, to provide as follows:

1. Recorded in Condominium Exhibit Book 1, page 93 of the Public Records of Alachua County, Florida, is a survey of the land and a graphic description of the plot plan and the improvements constituting Phase II of the Thornebrook Village Condominium, identifying the buildings, units, and common elements and their respective locations and approximate dimensions. There is a unit designated as "6A". The unit designated as "6A" is hereby divided into two (2) units designated as "6A" and "6B" as shown by the survey attached as Exhibit A.

2. As set forth in Article 9.3 of the Declaration, each Unit Owner in the Condominium will be a member of the Association and will be entitled to cast an owner's vote in accordance with the Articles of Incorporation and the By-Laws. Each Unit Owner will also own an undivided interest in the common elements. The revised votes and interests for units 6A and 6B are as follows:

UNIT NO.	VOTES	% IN COMMON ELEMENTS
6A	19	2.193
6B	12	1.300

1049172

IN WITNESS WHEREOF, the Association has set its hand and seal the day and year first written above.

Signed, sealed and delivered in our presence as witnesses:

THORNEBROOK VILLAGE MAINTENANCE INC., a Florida corporation

By: .....

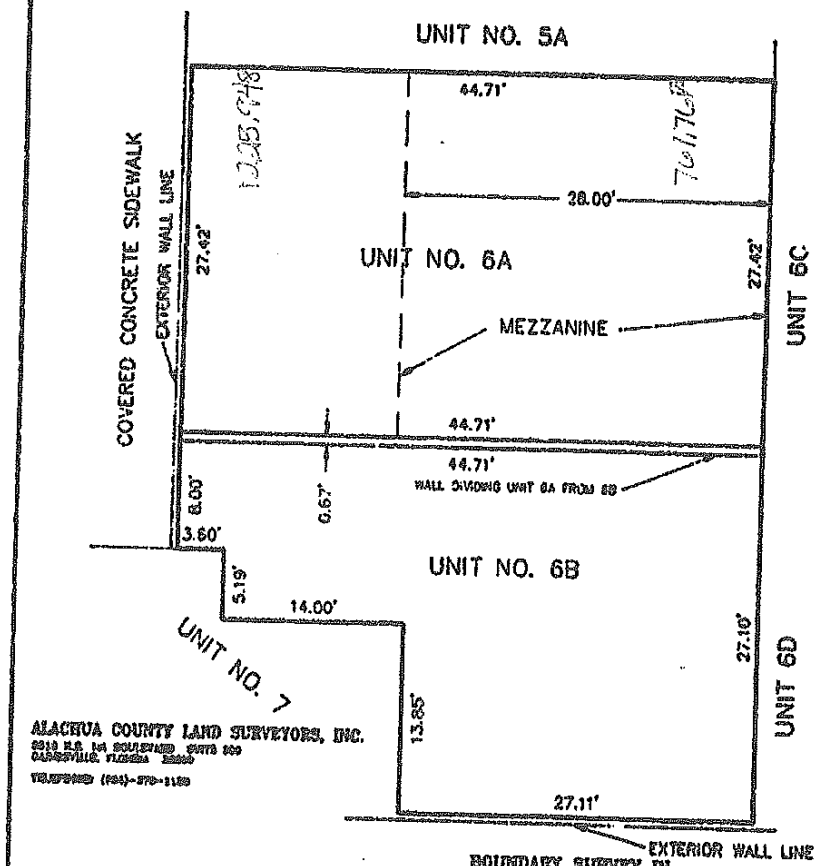
Its: .....

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 16th day of January, 1991, by RACHEL VANDERWERF, President on behalf of the Association, Thornebrook Village Maintenance, Inc.

Notary Public
at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 12, 1993
Bonded Thru Troy Fain-Insurance Inc.



BOUNDARY SURVEY IN
THORNEBROOK VILLAGE CONDOMINIUM
ALACHUA COUNTY, FLORIDA

LEGAL DESCRIPTION

UNIT 6A THORNEBROOK VILLAGE, A CONDOMINIUM, TOGETHER WITH AN UNDIVIDED SHARE IN THE COMMON ELEMENTS APPURTENANT THERETO, ACCORDING TO THE DECLARATION OF CONOMINIUM THEREOF RECORDED IN OFFICIAL RECORD BOOK 1570, PAGE 1558 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AS AMENDED.

NOTES:

SCALE 1"=10'

EACH UNIT IS OF CONCRETE BLOCK AND FRAME CONSTRUCTION WITH A WOOD SHINGLE ROOF AND IS COMPOSED OF A BUSINESS OF OFFICE THE DIMENSIONS OF WHICH ARE SHOWN HEREON, CONSISTING OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE UNIT BOUNDARY LINES AS SHOWN HEREON AND THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATIONS AS SHOWN NOTWITHSTANDING THE ACTUAL LOCATION OF THE WALLS, CEILINGS, AND FLOORS. THE UNIT SHALL CONSIST OF THE SPACE HEREIN DEFINED.

CERTIFICATION

I, STACY A. HALL, A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF FLORIDA, BEING SURVEYOR WITH CERTIFICATE NO. 3784 HEREBY CERTIFY THAT THIS SURVEY TOGETHER WITH THE DECLARATION OF CONDOMINIUM OF THORNEBROOK VILLAGE AND THE SUBSEQUENT AMENDMENTS AND ATTACHED EXHIBITS IS AN ACCURATE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, LIMITED COMMON AREAS, AND EACH CONDOMINIUM UNIT THEREIN CAN BE DETERMINED FROM THESE MATERIALS. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN RULE 21 HH-6 ADOPTED BY THE FLORIDA STATE BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY: [signature] SURVEYOR
STACY A. HALL, LAND SURVEYOR #3784

DRAWN BY: SAH
DATE: 1-10-91
DATE OF SIGNATURE
DATE FIELD WORK COMPLETED 1-8-91
JOB # 91-06

Prepared by and return to:
Carl L. Johnson
LAW OFFICE OF CARL L. JOHNSON
2731 N.W. 41st Street, B-3
Gainesville, FL 32609

RETURN TO

OFFICIAL RECORDS
95 MAY 16 PM 1:34
A. [illegible] COUNTY, FL

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THORNEBROOK VILLAGE

THIS AMENDMENT, made and executed this 9th day of MAY, 1995, by THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation (the "Association").

RECITALS:

WHEREAS, Thornebrook Development Corporation (the "Corporation"), has previously caused the Declaration of Condominium of Thornebrook Village, a Condominium, (the "Declaration") to be recorded in Official Record Book 1570, page 1558, of the public records of Alachua County, Florida; and

WHEREAS, the Declaration provides for amending the Declaration; and

WHEREAS, the Association desires to reconfigure existing condominium units and to redefine the condominium owner's voting rights and ownership shares in the common elements;

WHEREAS, the Association has complied with all of the requirements for amendment listed in Article 16 of the Declaration;

NOW, THEREFORE, the Association, for itself, its successors and assigns, hereby files this Amendment to the Declaration of Condominium for Thornebrook Village, a Condominium, as recorded in Official Record Book 1570, page 1558, and as first amended in Official Record Book 1588, page 2270 and as amended again in Official Record Book 1590, page 2090, and as amended a third time in Official Record Book 1603, page 1024, and as amended a fourth time in Official Record Book 1798 page 2849, and as amended a fifth time in Official Record Book 1798, page 2854; all of the public records of Alachua County, Florida, to provide as follows:

1. Recorded in Condominium Exhibit Book 1, page 76 of the public records of Alachua County, Florida, is a survey of the land and a graphic description of the plot plan and the improvements constituting Phase I of the Thornebrook Village Condominium, identifying the buildings, units, and common elements and their respective locations and approximate dimensions. There are units designated as 26A, 26B and 27. These units are hereby divided into two (2) units designated as 26 and 27 as shown by the survey attached as Exhibit "A".

2. As set forth in Article 9.3 of the Declaration, each Unit Owner in the condominium will be a member of the Association and will be entitled to cast an owner's vote in accordance with the Articles of Incorporation and By-Laws. Each Unit Owner will also own an undivided interest in the common elements. This Article provided votes and undivided interests for Units 26A, 26B, 27A, and 27B, which are now revised to be as follows:

UNIT NO.	VOTES	% IN COMMON ELEMENTS
26	45	6.056
27	31	4.091

IN WITNESS WHEREOF, the Association has hereunto set its hand and seal the 9th day of May, A.D., 1995.

Signed, sealed, and delivered in the presence of:

Colleen Murray
Colleen Murray
Printed Name

Ruth K. Slobody
Ruth K. Slobody
Printed Name

THORNEBROOK VILLAGE MAINTENANCE INC., a Florida corporation

By: Arthur E. Frank
ARTHUR E. FRANK, V-PRES.

ACKNOWLEDGEMENT FOR A CORPORATION

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 9th day of May, 1995, by Arthur E. Frank, on behalf of the THORNEBROOK VILLAGE MAINTENANCE, INC., who is personally known to me or ( ) who has produced _____ as identification.

Ruth K. Slobody
Notary Public
My commission expires:

Ruth K. Slobody
Notary Public, State of Florida
Commission No. CC 317598
My Commission Expires 10/31/97
Bonded Through Fla. Notary Service & Bonding Co.

thornbrk.amd

BOUNDARY SURVEY IN THORNEBROOK VILLAGE CONDOMINIUM ALACHUA COUNTY, FLORIDA

NOTES:

1. Dimensions for units 25A, 25B, 24B & 24C were taken from an architectural drawing and not field verified.

2. The constructed improvements shown hereon occupy the property corners, therefore no iron markers could be set.

3. The boundary shown hereon for units 26 & 27, replaces the previously recorded boundarys for units 26A, 26B, 27A & 27B.

4. Each unit is of concrete block and frame construction with a wood shingle roof and is composed of a business office the dimensions of which are shown hereon, consisting of the space bounded by a vertical projection of the unit boundary lines as shown hereon and the horizontal planes at the floor and ceiling elevations as shown notwithstanding the actual location of the walls, ceilings, and floors. The unit shall consist of the space herein defined.

5. All dimensions shown are interior distances.

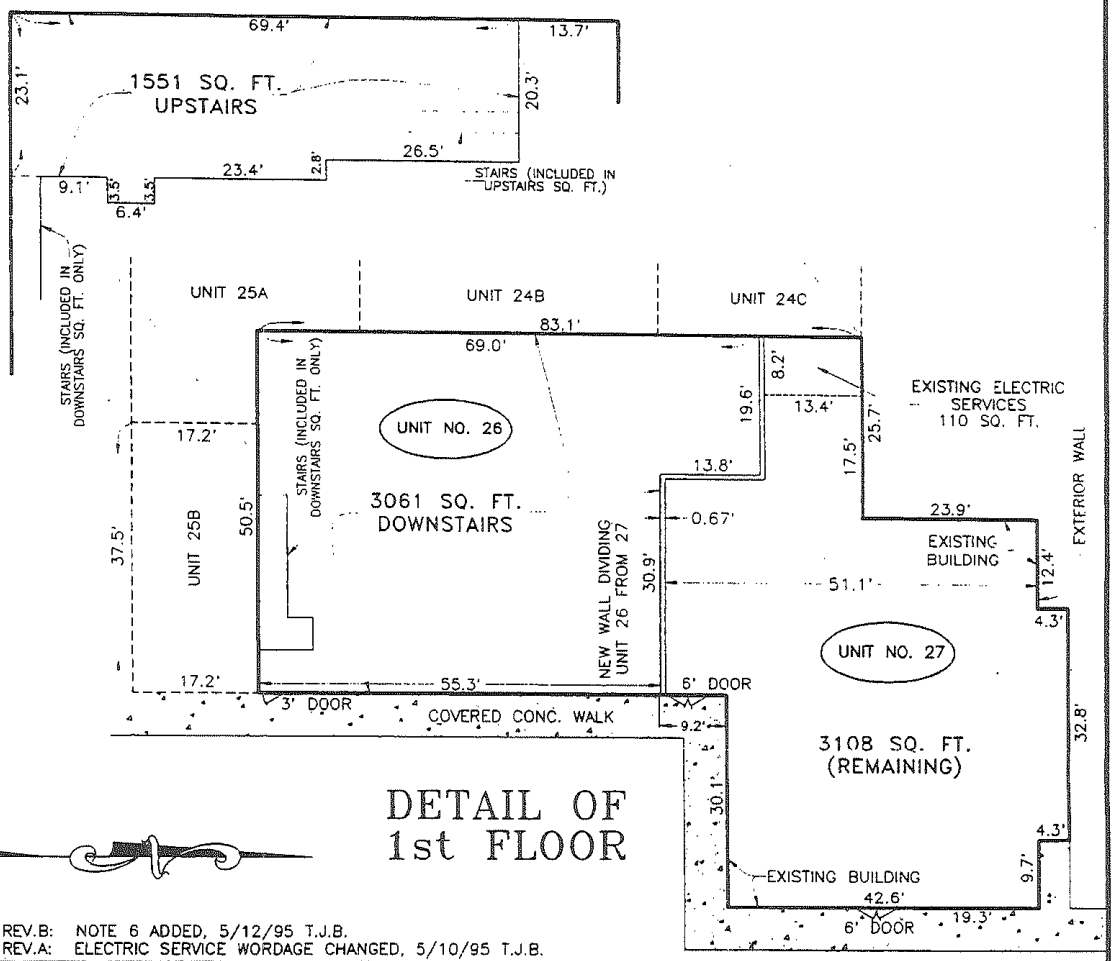
6. The new dividing wall shown hereon is substantially complete.

LEGAL DESCRIPTION

Unit 26 Thornebrook Village, a condominium, together with an undivided share in the common elements appurtenant thereto, according to the declaration of condominium thereof recorded in official Record Book 1570, page 1558 of the public records of Alachua County, Florida, as amended.

Unit 27 Thornebrook Village, a condominium, together with an undivided share in the common elements appurtenant thereto, according to the declaration of condominium thereof recorded in official Record Record Book 1570, page 1558 of the public records of Alachua County, Florida, as amended.

DETAIL OF 2nd FLOOR



DETAIL OF 1st FLOOR

REV.B: NOTE 6 ADDED, 5/12/95 T.J.B.
REV.A: ELECTRIC SERVICE WORDAGE CHANGED, 5/10/95 T.J.B.

Scale: 1"=20'	CERTIFIED TO: JACKSON-REEGER, AIA, INC.
Proj. No. 95-038	
Drawn: S.M.M.	THIS CERTIFIES THAT A SURVEY OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. AND, THAT THE SKETCH HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.
Chk'd: S.M.M.	
Revised:	
Field Date: 4/25/95	Professional Surveyor & Mapper Florida Certificate Number 5469 NOT VALID UNLESS SIGNED, DATED AND STAMPED WITH EMBOSSED SEAL
Field Book: 628	STEPHEN M. McMILLEN, P.S.M.
Page: 1	

Civil Engineers Surveyors Mappers
Chance & Caisseaux, Inc.
2233 N.W. 41st Street, Suite 700, Gainesville, Florida 32606
(904) 372-5556

O.R. BK 2011 PG 2352

2. Recorded in Condominium Exhibit Book 1, page 93 of the Public Records of Alachua County, Florida, is a survey of the land and a graphic description of the plot plan and the improvements constituting Phase II of the Thornebrook Village, a Condominium, identifying the buildings, units, and common elements and their respective locations and approximate dimensions. There are two (2) units designated as "11A" and "11B". The survey shows that Unit "11A" is next to Unit "12" and Unit "11B" is next to Unit "10", but this is an error; the letters designating "11A" and "11B" are transposed. The letters "A" and "B" are hereby switched such that the survey will show that Unit "11B" is next to Unit "12" and Unit "11A" is next to Unit "10" as per the surveyor's affidavit attached as Exhibit "B".

3. Recorded in Condominium Exhibit Book 1, page 93 of the Public Records of Alachua County, Florida, is a survey (the "Survey") of the land and a graphic description of the plot plan and the improvements constituting Phase II of the Thornebrook Village, a Condominium, identifying the buildings, units, and common elements and their respective locations and approximate dimensions. In the Survey, there is a line upon which it is written that the "work north of the line not completed." Those words are there in error; the buildings, units, and common elements shown above that line have been completed as per the surveyor's affidavit attached as Exhibit "B".

4. Article 9.3 of the Declaration stated that Unit 29 would have a certain number of votes and would own a certain percentage of the common elements. However, Unit 29 was never shown as an existing unit on the condominium survey. All reference to Unit 29 in the Declaration is hereby deleted and there shall not be a Unit 29.

5. The Third Amendment to the Declaration of Condominium was recorded in Official Record Book 1603, page 1027 for the purpose of dividing Unit 24B into two (2) units designated "24B1" and "24B2". The survey attached as Exhibit "A" and recorded in Official Record Book 1603, page 1026 incorrectly labels the two units. The survey is amended to provide that Unit 24B1 is the unit next to Units 24-A and 25-A with dimensions of 14.5' x 49.0' and that Unit 24B2 is the unit next to Unit 24-C with dimensions of 26.33' x 49.0'. The number of votes and the undivided interests in the common elements of each new unit shall remain the same as provided for in the Third Amendment.

IN WITNESS WHEREOF, the Association has set its hand and seal the day and year first written above.

Signed, sealed and delivered in our presence as witnesses:

THORNEBROOK VILLAGE MAINTENANCE INC., a Florida corporation

_____ By: _____

_____ Its: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowleded before me this _____ day of _____, 1990, by _____ on behalf of the Association, Thornebrook Village Maintenance, Inc.

_____
Notary Public
at Large
My Commission Expires:

Exhibit "A"

Property Map for Thornebrook Village

THORNEBROOK VILLAGE - PHASE II

LEGAL DESCRIPTION

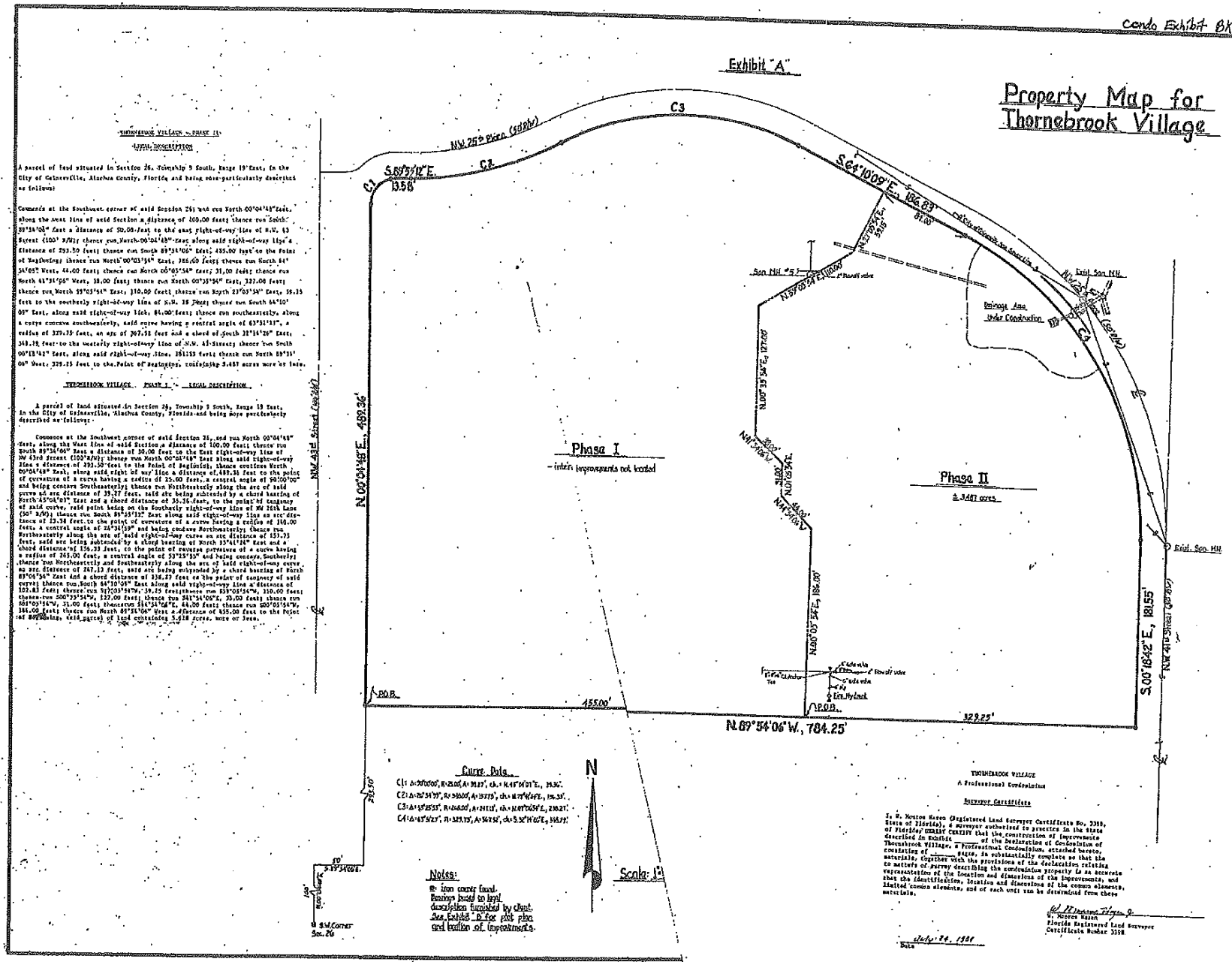
A parcel of land situated in Section 26, Township 9 South, Range 19 East, in the City of Gainesville, Alachua County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section 26; and run North 00°04'48" East, along the West line of said Section a distance of 100.00 feet; thence run South 89°36'06" East a distance of 50.00 feet to the east right-of-way line of N.W. 43 Street (100' R/W); thence run North 00°04'48" East along said right-of-way line a distance of 293.50 feet; thence run South 89°54'06" East; 455.00 feet to the Point of Beginning; thence run North 00°03'54" East, 386.60 feet; thence run North 44° 54'05" West, 44.00 feet; thence run North 00°03'54" East; 31.00 feet; thence run North 45°54'06" West, 38.00 feet; thence run North 00°03'54" East, 327.00 feet; thence run North 89°03'54" East, 110.00 feet; thence run South 21°03'54" East, 35.15 feet to the southerly right-of-way line of N.W. 38 Place; thence run South 64°10' 09" East, along said right-of-way line, 84.00 feet; thence run southeasterly, along a curve concave southwesterly, said curve having a central angle of 63°31'37", a radius of 329.19 feet, an arc of 367.52 feet and a chord of South 32°14'20" East, 349.18 feet to the westerly right-of-way line of N.W. 43 Street; thence run South 00°13'42" East, along said right-of-way line, 181.55 feet; thence run North 89°54' 06" West, 329.25 feet to the Point of Beginning, containing 3.487 acres more or less.

THORNEBROOK VILLAGE - PHASE I - LEGAL DESCRIPTION

A parcel of land situated in Section 26, Township 9 South, Range 19 East, in the City of Gainesville, Alachua County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section 26, and run North 00°04'48" East, along the West line of said Section a distance of 100.00 feet; thence run South 89°36'06" East a distance of 50.00 feet to the East right-of-way line of NW 43rd Street (100' R/W); thence run North 00°04'48" East along said right-of-way line a distance of 293.50 feet to the Point of Beginning, thence continue North 00°04'48" East, along said right of way line a distance of 489.36 feet to the point of curvature of a curve having a radius of 25.00 feet, a central angle of 90°00'00" and being concave Southeasterly; thence run Northeasterly along the arc of said curve an arc distance of 39.27 feet, said arc being subtended by a chord bearing of North 45°04'48" East and a chord distance of 35.36 feet, to the point of tangency of said curve, said point being on the Southerly right-of-way line of NW 38th Lane (50' R/W); thence run South 89°55'12" East along said right-of-way line an arc distance of 13.38 feet to the point of curvature of a curve having a radius of 340.00 feet, a central angle of 22°31'59" and being concave Northwesterly; thence run Northeasterly along the arc of said right-of-way curve an arc distance of 133.73 feet, said arc being subtended by a chord bearing of North 33°41'24" East and a chord distance of 132.83 feet, to the point of reverse curvature of a curve having a radius of 265.00 feet, a central angle of 53°25'35" and being concave Southerly; thence run Northeasterly and Southeasterly along the arc of said right-of-way curve an arc distance of 247.13 feet; said arc being subtended by a chord bearing of North 89°05'36" East and a chord distance of 238.27 feet to the point of tangency of said curve; thence run South 64°10'09" East along said right-of-way line a distance of 102.83 feet; thence run S.7°03'54"W., 39.15 feet; thence run S.3°01'54"W., 310.00 feet; thence run S.00°39'54"W., 137.00 feet; thence run S.41°54'06"E., 35.00 feet; thence run S.01°03'54"W., 31.00 feet; thence run S.44°54'06"E., 44.00 feet; thence run S.00°03'54"W., 186.00 feet; thence run North 89°54'06" West a distance of 455.00 feet to the Point of Beginning. Said parcel of land containing 3.618 acres, more or less.



Curve Data

C1: Δ=90°00'00", R=25.00', A=39.27', ch.=N.45°04'01"E., 35.36'.
C2: Δ=22°31'59", R=340.00', A=133.73', ch.=N.33°41'24"E., 132.83'.
C3: Δ=53°25'35", R=265.00', A=247.13', ch.=N.89°05'54"E., 238.27'.
C4: Δ=63°31'37", R=329.19', A=367.52', ch.=S.32°14'20"E., 349.18'.

Notes:

⊕ Iron corner found.
Bearings based on legal description furnished by client. See Exhibit "B" for plat plan and location of improvements.

THORNEBROOK VILLAGE
A Professional Condominium

Surveyor Certificate

I, W. Newton Mason (Registered Land Surveyor Certificate No. 3358, State of Florida), a surveyor authorized to practice in the State of Florida, HEREBY CERTIFY that the construction of improvements described in Exhibit ____ of the Declaration of Condominium of Thornebrook Village, a Professional Condominium, attached hereto, consisting of ____ sheets, is substantially complete so that the materials, together with the provisions of the declaration relating to matters of survey describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.

W. Newton Mason
Florida Registered Land Surveyor
Certificate Number 3358

July 24, 1991
Date

Sunshine State Surveyors, Inc.
2727 NW 43rd Street Gainesville, Florida 32606
Phone: (904) 378-0809

Property Map for Thornebrook Village

Richard Tarbox Manager

Sheet 1 of 2

Thornebrook Village

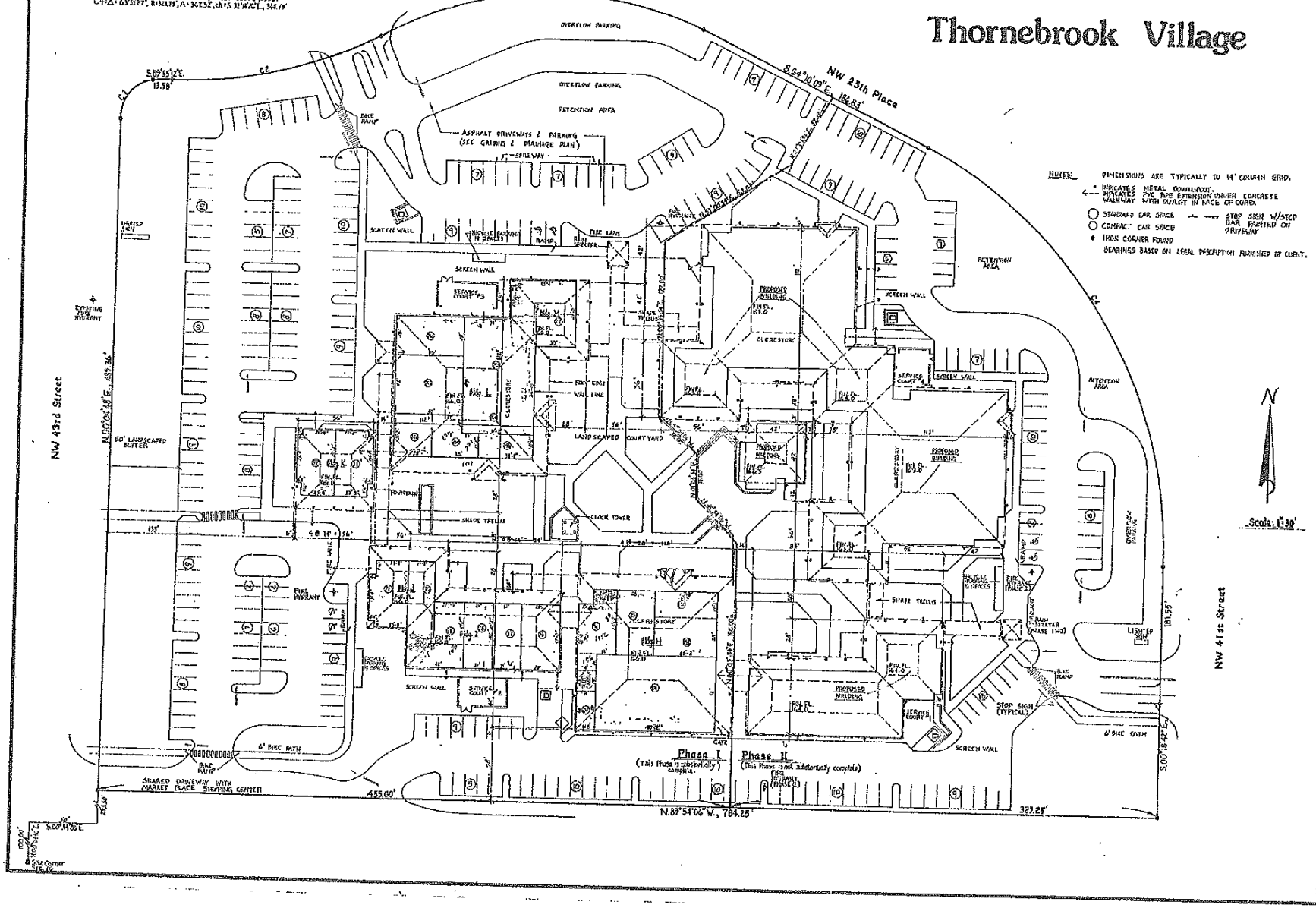


Exhibit "B"

Thornebrook Village A

PROFESSIONAL CONDOMINIUM

Sunshine State Surveyors, Inc.
2727 NW 43rd Street Gainesville, Fla.
Phone: (904) 375-0891 32606

Sheet 2 of 2

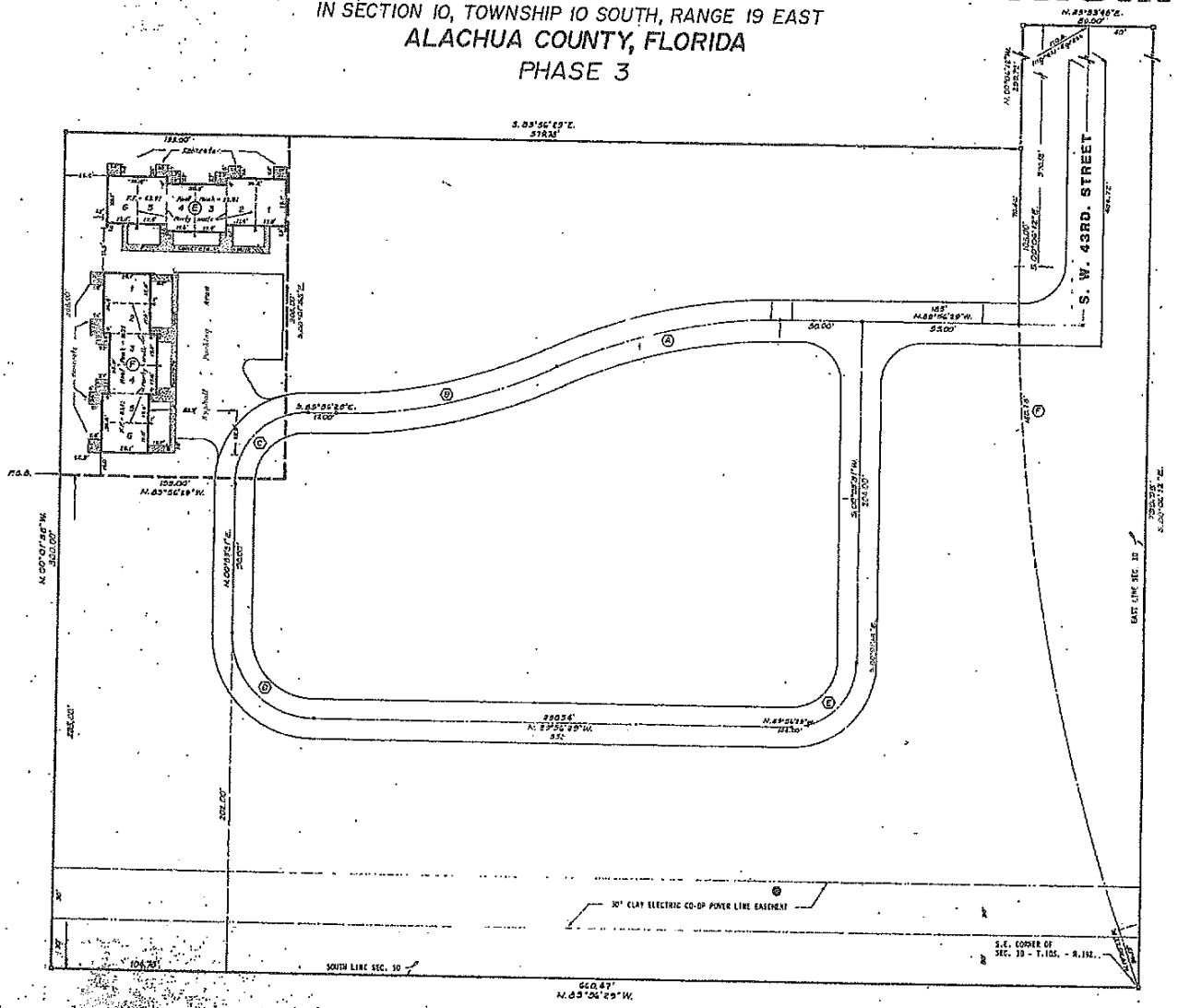
Condo Exhibit Bk. 1 page 91

SOUTHFORK OAKS CONDOMINIUM

IN SECTION 10, TOWNSHIP 10 SOUTH, RANGE 19 EAST

ALACHUA COUNTY, FLORIDA

PHASE 3



LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 10SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10 AND RUN N. 89° 56' 29" W. ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 660.47'; THENCE RUN N. 00° 01'38" W. A DISTANCE OF 233.00' TO THE POINT OF BEGINNING; THENCE CONTINUE N. 00° 01' 38" W., A DISTANCE OF 205.00'; THENCE RUN S. 89° 56' 29" E. A DISTANCE OF 133.00'; THENCE RUN S. 00° 01' 38" E., A DISTANCE OF 205.00'; THENCE RUN N. 89° 56'29" W., A DISTANCE OF 133.00' TO THE POINT OF BEGINNING.

SCALE: 1" = 30'

30' 0 30'

LEGEND:

□ - DENOTES CONC. MON.

• - " " P.C.P.

W. W/W TOTAL CURVE DATA:

A - 19°20'10"
R - 1186.28'
T - 203.69'
L - 402.45'

CHORD - N. 89°50'47" W., 401.50

ROAD CENTERLINE CURVE DATA:

A & B: Δ - 25° 06' 06"
R - 317.69'
T - 70.725'
L - 138.83'

CHORD - N. 77° 30' 29" E., 138.07'

C: Δ - 90° 00' 00"
R - 43.00'
T - 43.00'
L - 67.54'

CHORD - N. 45° 03' 34" E., 60.92'

D: Δ - 90° 00' 00"
R - 50.00'
T - 50.00'
L - 78.54'

CHORD - N. 44° 56' 34" W., 70.71'

E: Δ - 90° 00' 00"
R - 39.00'
T - 39.00'
L - 61.26'

CHORD - S. 45° 03' 34" W., 55.15'

Note:
All buildings shown hereon are The Story Towns Residences with asphalt shingle roofs; all ceilings are 8' high.

F: Δ - 09°42'26"
R - 1186.28
T - 90.31'
L - 180.28'

CHORD - S. 04°27'26" E., 180.12'

ELEVATION DATUM IS BASED ON MEAN SEA LEVEL.

SURVEYOR'S NOTES:

1. THE BEARING STRUCTURE SHOWN HEREON IS FROM PLAT BOOK "E", PAGE 95 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND ARE RELATIVE TO TRUE NORTH.
2. I DO HEREBY CERTIFY THAT THIS SURVEY CONFORMS TO THE MINIMUM TECHNICAL STANDARDS AS PER SECTION 472.07 OF THE STATE OF FLORIDA STATUTES.

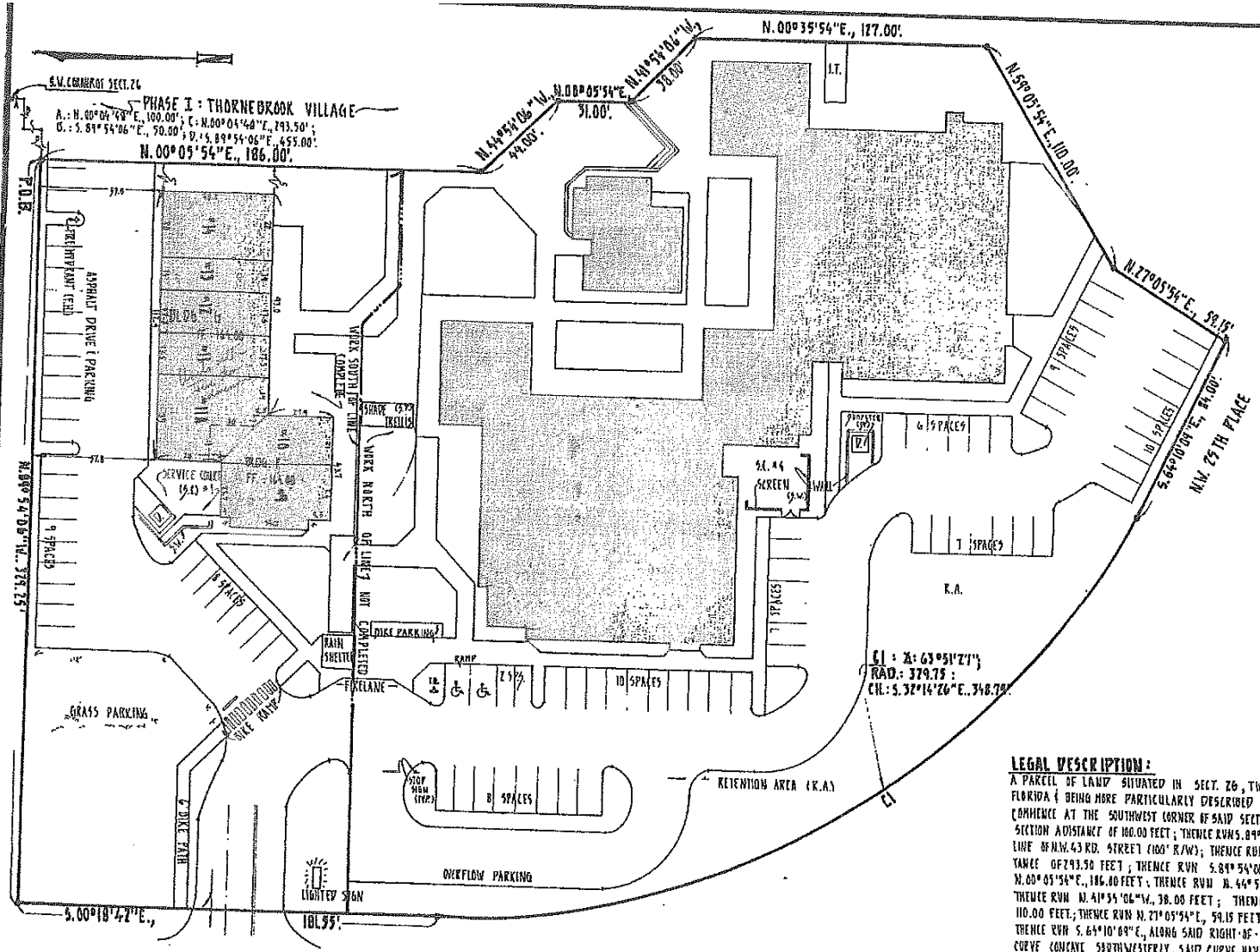
DATE: JAN 22, 1985 - LOT SURVEY & IMPROVEMENTS LOCATED

BY: [signature], Surveyor
Reg. Fla. Cert. No. 1326

CHARLES D. SAPP AND ASSOCIATE
CONSULTING ENGINEER ··· LAND SURVEYOR
GAINESVILLE, FLORIDA

70-77

THORNEBROOK VILLAGE
PHASE II
A PROFESSIONAL CONDOMINIUM



LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECT. 26, TWP. 9 S., R 19 E. IN THE CITY OF GAINESVILLE, ALACHUA CO., FLORIDA & BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECT. 26. & RUN N.00°04'48"E., ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 100.00 FEET; THENCE RUN S.89°54'06"E. A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF N.W. 43 RD. STREET (100' R/W); THENCE RUN N. 00°04'48"E., ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 293.50 FEET; THENCE RUN S.89°54'06"E., 455.00' FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°05'54"E., 186.00 FEET; THENCE RUN N. 44°54'06"W., 44.00 FEET, THENCE RUN N.00°05'54"E., 31.00 FEET; THENCE RUN N. 41°54'06"W., 38.00 FEET; THENCE RUN N.00°35'54"E., 127.00 FEET; THENCE RUN N.59°05'54"E., 110.00 FEET; THENCE RUN N. 27°05'54"E., 59.15 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF N.W. 25th PLACE; THENCE RUN S. 64°10'09"E., ALONG SAID RIGHT-OF-WAY LINE, 84.00 FEET; THENCE RUN SOUTHEASTERLY, ALONG A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVINGA CENTRAL ANGLE OF 63°51'27", A RADIUS OF 329.75 FEET, AN ARC OF 367.52 FEET & A CHORD OF S. 32°14'26"E., 348.79 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF N.W. 41 ST. STREET; THENCE RUN S.00°18'42"E., ALONG SAID RIGHT-OF-WAY LINE, 181.55 FEET; THENCE RUN N.89°54'06"W., 329.25' FEET TO THE POINT OF BEGINNING, CONTAINING 3.487 ACRES MORE OR LESS.

SUNSHINE STATE SURVEYORS, INC.
2727 N.W. 43RD STR., GAINES., FLA., 32607
(904): 396-0018

DWN: S.SAYGER : 3-20-85
SCALE : 1" = 30'
a : SET IRON CORNER
GS-84 : 168

SURVEYOR CERTIFICATE: I, W. MONROE HAZEN (REGISTERED LAND SURVEYOR CERTIFICATE Nº 3398, STATE OF FLORIDA), A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF IMPROVEMENTS DESCRIBED IN THE DECLARATION OF CONDOMINIUM OF THORNEBROOK VILLAGE, PHASE II, A PROFESSIONAL CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS, TOGETHER WITH THE PROVISIONS OF THE DECLARATION RELATING TO MATTERS OF SURVEY DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

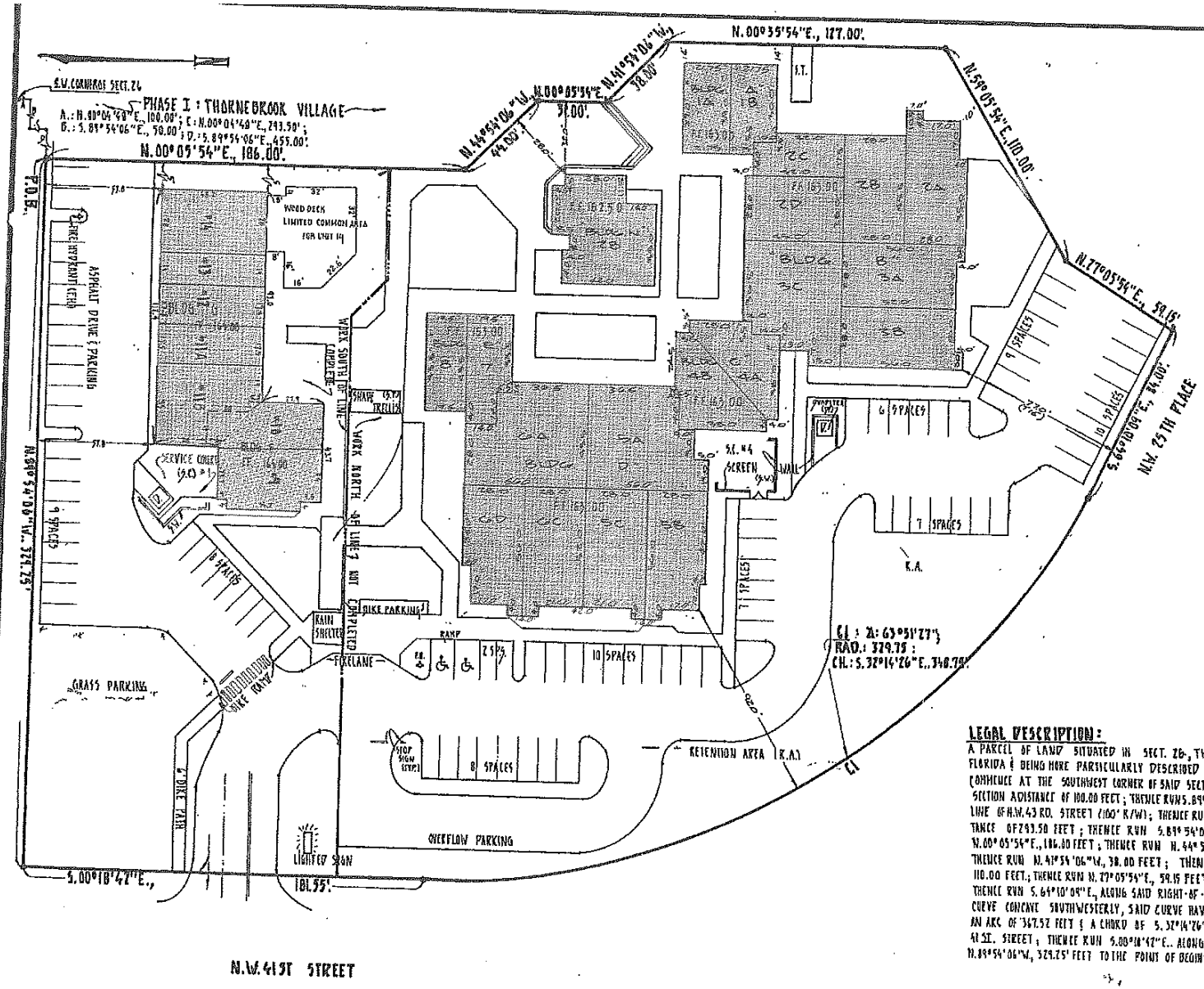
DATE 3/20/85

W. Monroe Hazen Jr.
W. MONROE HAZEN, JR., FLORIDA REGISTERED LAND SURVEYOR CERTIFICATION Nº 3398

THORNEBROOK VILLAGE

PHASE II

A PROFESSIONAL CONDOMINIUM



LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECT. 26, TWP. 9 S., R 19 E. IN THE CITY OF GAINESVILLE, ALACHUA CO., FLORIDA & BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECT. 26. & RUN N.00°04'48"E., ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 100.00 FEET; THENCE RUN S.89°54'06"E. A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF N.W. 43 RD. STREET (100' R/W); THENCE RUN N. 00°04'48"E., ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 293.50 FEET; THENCE RUN S.89°54'06"E., 455.00' FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°05'54"E., 186.00 FEET; THENCE RUN N.44°54'06"W., 44.00 FEET, THENCE RUN N.00°05'54"E., 31.00 FEET; THENCE RUN N.41°54'06"W., 38.00 FEET; THENCE RUN N.00°35'54"E., 127.00 FEET; THENCE RUN N.59°05'54"E., 110.00 FEET.; THENCE RUN N.27°05'54"E., 59.15 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF N.W. 25th PLACE; THENCE RUN S.64°10'09"E., ALONG SAID RIGHT-OF-WAY LINE, 84.00 FEET; THENCE RUN SOUTHEASTERLY, ALONG A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A CENTRAL ANGLE OF 63°51'27", A RADIUS OF 329.75 FEET, AN ARC OF 367.52 FEET & A CHORD OF S.32°14'26"E., 348.79 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF N.W. 41 ST. STREET; THENCE RUN S.00°18'42"E., ALONG SAID RIGHT-OF-WAY LINE, 181.55 FEET; THENCE RUN N.89°54'06"W., 329.25' FEET TO THE POINT OF BEGINNING, CONTAINING 3.487 ACRES MORE OR LESS.

SUNSHINE STATE SURVEYORS, INC.
2727 N.W. 43RD STR., GAINES., FLA., 32607
(904): 396-0018

DWN: S.SAYGER 4-16-85
SCALE: 1" = 30'
● : SET IRON CORNER
GS-84: 168

SURVEYOR CERTIFICATE: I, W. MONROE HAZEN (REGISTERED LAND SURVEYOR CERTIFICATE No 3398, STATE OF FLORIDA), A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF IMPROVEMENTS DESCRIBED IN THE DECLARATION OF CONDOMINIUM OF THORNEBROOK VILLAGE, PHASE II, A PROFESSIONAL CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS, TOGETHER WITH THE PROVISIONS OF THE DECLARATION RELATING TO MATTERS OF SURVEY DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

DATE 4/16/85

W. Monroe Hazen Jr.
W. MONROE HAZEN, JR., FLORIDA REGISTERED LAND SURVEYOR CERTIFICATION No 3398

SURVEYOR'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ALACHUA

Before me, a notary public, personally appeared W. Monroe Hazen, Jr., the undersigned, herein referred to as "Affiant", who being by me first duly sworn, on oath, says:

1. He is a Florida Registered Land Surveyor, Certification No. 3398.

2. He prepared the condominium surveys for Thornebrook Village, a Condominium, for which the Declaration of Condominium was recorded in Official Record Book 1570, Page 1558, of the Public Records of Alachua County, Florida.

3. The survey of the land and a graphic description of the plat plan and the improvements constituting Phase I of the condominium was recorded in Condominium Exhibit Book 1, Page 76, of the Public Records of Alachua County, Florida.

4. The survey of the land and a graphic description of the plat plan and the improvements constituting Phase II of the condominium was recorded in Condominium Exhibit Book 1, Page 92, of the Public Records of Alachua County, Florida. However, on the date of the survey, March 20, 1985, only the building containing Units 9 to 14 was substantially completed.

5. The remaining units in Phase II were completed and a final survey, dated April 16, 1985, was recorded in Condominium Exhibit Book 1, Page 93, of the Public Records of Alachua County, Florida. In the survey, there is a line upon which it is written that the "work north of line not completed." This line and those words are there in error. The buildings, units, and common elements shown north of the line had been completed as of April 16, 1985.

6. The survey dated April 16, 1985, shows Unit 11A next to Unit 12 and shows Unit 11 B next to Unit 10, but this is in error. The designations of 11 A and 11 B on the survey were transposed. Unit 11 B should have been next to Unit 12 and Unit 11 A should have been next to Unit 10.

7. There is not any Unit 29 reflected on any of the surveys for Phase I or Phase II of Thornebrook Village, a Condominium.

W. Monroe Hazen, Jr.
Cert. No. 3398

Sworn to and subscribed before me this 15th day of December, 1989.

Notary Public

My Commission Expires: 4-24-90

GRANT OF EASEMENT

THIS INDENTURE, MADE AND ENTERED INTO THIS 25th DAY OF SEPTEMBER, 1996 BY AND BETWEEN THORNEBROOK VILLAGE MAINTENANCE, INC. A FLORIDA CORPORATION, HEREINAFTER KNOWN AS GRANTOR, AND DR. LEWIS M. GARRISH, HEREINAFTER KNOWN AS GRANTEE.

WITNESSETH:

THAT SAID GRANTOR, FOR AND IN CONSIDERATION OF THE SUM OF $10.00 AND OTHER VALUABLE CONSIDERATION PAID TO THE GRANTOR BY THE GRANTEE, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, HEREBY GRANTS AN EASEMENT TO GRANTEE FOR THE PURPOSE OF THE INSTALLATION, MAINTENANCE, REMOVAL AND REPLACEMENT OF A SATELLITE COMMUNICATION DISH OVER AND ACROSS A PORTION OF THE COMMON AREA OF THORNEBROOK VILLAGE, A CONDOMINIUM AS PER THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL

CERTIFICATE OF AMENDMENT OF
DECLARATION OF CONDOMINIUM

The undersigned, as President of THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation, does hereby certify that the foregoing amendment to the Declaration of Condominium of THORNEBROOK VILLAGE was duly adopted at a meeting of the Board of Directors held on the 31st day of May, 1995, at which a quorum was present and voted as follows: votes of the Board of Directors in favor of the Amendment (2/3 or 4 votes were required).

CONSENT TO AMENDMENT forms were mailed or delivered to the Owners of Units in Thornebrook Village with a copy of the Amendment and a copy of the survey for Units 26 and 27. votes of the Association membership were in favor of the Amendment (3/4 or 555 votes were required).

RESOLVED as follows:

Signed, sealed and delivered in our presence as witnesses:

THORNEBROOK VILLAGE MAINTENANCE CORPORATION

_____ By: _____
Steve Solomon, President

_____

DATED:

GRANT OF EASEMENT

THIS INDENTURE, made and entered into this 31st day of January, 2002, by and between THORNEBROOK VILLAGE MAINTENANCE, INCC. a Florida corporation, hereinafter GRANTOR and RNCLE, A Florida corporation, hereinafter GRANTEE.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1830496 1 PG
2002 APR 22 02:26 PM BK 2437 PG 1462
J.K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK1 Receipt#090715

WITNESSETH:

That said Grantor, for and in consideration of the sum of $10.00 paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, hereby grants an easement to Grantee for the purpose of assuming the maintenance, removal or replacement of the satellite communications dish over and across a portion of the common area of Thornebrook Village, a condominium as per the Declaration of Condominium recorded in Official Records Book 1570, page 1558 of the Public Records of Alachua County, Florida that consists of the roof surface directly above Unit 3A/3B of said condominium and such additional common area necessary for the wiring and other items necessary for the use of this easement.

PROVIDED, HOWEVER, that this easement is subject to the following conditions:

1. In the event that Grantee shall cease to use this easement for a continuous period of six months or more , then it shall be terminable by the Grantor after 30 days written notice to the Grantee.

2. Grantee shall be responsible for maintenance of the satellite dish in good repair, for any damage to the common elements resulting from the exercise of its rights hereunder and for restoring the common elements to their original conditions upon removal of the satellite dish.

3. This easement shall be appurtenant to the following parcels of property:
   Unit 3A/3B, THORNEBROOK VILLAGE, A CONDOMINIUM according to that certain Declaration of Condominium recorded in Official Records Book 1570, page 1558 of the Public Records of Alachua County, Florida.

4. Grantee hereby indemnifies the Grantor for any cost damage, liability or other losses resulting from the use of this easement.

5. The location of all satellite dishes must be approved by the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this instrument the date and year first written above.

Signed sealed and delivered in our presence as witnesses:

Ruth K. Slobody

THORNEBROOK VILLAGE MAINT. INC.
by:

David Arrighi, President

David Arrighi, who is personally known to me, was sworn and subscribed before me this 31st day of January, 2002 and attached by signature to the above instrument.

STATE OF FLORIDA
COUNTY OF ALACHUA

Ruth K. Slobody
Notary Public

Ruth K. Slobody
Commission # DD 059837
Expires Oct. 31, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

RETURN TO: SMH&M Mail

Recording $ 27.00
Doc Stamps $ 0
Intangible Tax $ 0
Total $ 27.00

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2399780 3 PGS
2008 JAN 18 04:24 PM BK 3732 PG 900
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK4 Receipt#359383

2399780

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THORNEBROOK VILLAGE

THIS AMENDMENT, made and executed effective this 10th day of January, 2008, by THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation (the "Association").

RECITALS:

WHEREAS, Thornebrook Development Corporation, a Florida Corporation, (the "Corporation") has previously caused the Declaration of Condominium of Thornebrook Village, a Condominium (the "Declaration") to be recorded in Official Records Book 1570, page 1558 of the Public Records of Alachua County, Florida; and

WHEREAS, the Declaration provides for amending the Declaration and in fact the Declaration has been previously amended from time to time; and

WHEREAS, the Association and its members desire to amend the Declaration to provide for new procedures and new fees; and

WHEREAS, the Association has complied with all of the requirements for amendment listed in Article 16 of the Declaration.

NOW, THEREFORE, the Association and the members, for themselves, their successors and assigns, hereby files this Amendment to the Declaration of Condominium for Thornebrook Village, a condominium, as recorded in Official Records Book 1570, page 1558, and as amended in Official Records Book 1588, page 2270, Official Records Book 1590, page 2090, Official Records Book 1603, page 1024, Official Records Book 1798, page 2849, Official Records Book 1798, page 2854, and Official Records Book 20122, page 2350, all of the Public Records of Alachua County, Florida, said amendment to provide as follows:

1. Article 12, Assessments, is hereby amended to add the following new paragraph 12.6:

12.6. Additional remedy for non-payment of Assessments; termination of water supply. In addition to the remedies set forth in this Article 12, the Association shall have the right to terminate or cut-off the supply of water to a Unit in the event the Assessments attributable to such Unit are delinquent for a period of four (4) or more months. Written notice of intent to terminate or cut-off the water supply to a Unit shall be given by hand-delivery to the Owner or by certified mail, return receipt requested. No action will be taken until the Unit Owner has had an opportunity to be heard before the Board of Directors at either a special or regular board meeting. The Association will not be liable for any damage suffered by the Unit Owner as a result of the termination or cut-off of the water supply as provided for under this paragraph 12.6.

INSTRUMENT # 2399780
3 PGS

2. Article 10.2, Voting, is hereby amended to add the following provision (deletions are indicated by ~~strike-out~~; additions are underlined):

Unit Owners shall not be eligible to cast votes attributable to a Unit in the event that the Assessments for such Unit are delinquent for a period of three (3) or more months as of the date of the meeting at which votes may be cast.

3. Article 14.3, Nuisance, is hereby amended to read as follows (deletions are indicated by ~~strike-out~~; additions are underlined):

14.3. Nuisance. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice which is the source of annoyance to Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by Unit Owners is allowed. The Condominium Property shall be kept in a clean and sanitary condition, and no fire hazard shall be allowed to exist. No Unit Owner shall permit any use of the owner's Unit or make any use of the Common Elements which will increase the rate of insurance upon the Condominium Property unless approved by the Board of Directors and the Unit Owner pays any increase in insurance premiums resulting from such use.

4. The undersigned, as President of the Association, does hereby certify that the foregoing amendment to the Declaration of Condominium was duly adopted at a meeting of the members and Board of Directors held on the 10th day of January, 2008, at which a quorum was present and that ¾ of the members voted in favor of the amendment and 2/3 of the Board of Director voted in favor of the amendment.

IN WITNESS WHEREOF, the Association has set its hand and seal the day and year first written above.

THORNEBROOK VILLAGE MAINTENANCE, INC., A Florida corporation

By: _____
Print Name: David Arrighi
As its President

Witness sign name above
Witness print name below
Glenda J. Hayden

Witness sign name above
Witness print name below
M. Susan Fulford

By: _____
Print Name: Jacquie Smith
As its Secretary

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 17th day of January, 2008, by **David Arrighi and Jacquie Smith**, as President and Secretary respectively of Thornebrook Village Maintenance, Inc., a Florida corporation, on behalf of said corporation who are (___) personally known to

INSTRUMENT # 2399780
3 PGS

me or (✓) produced a current Florida driver's license as identification or (___) produced _____ as identification.

M. Susan Fulford

Print Name: _____
Notary Public/State of Florida
Commission Expires: _____

M. Susan Fulford
Commission # DD295403
Expires June 12, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

This Document Prepared By:
Melissa Jay Murphy, Esq.
Salter, Feiber, Murphy,
Hutson & Menet, P.A.
P.O. Box 357399
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February 22, 2018 04:26:35 PM
Book 4578 Page 223
J.K. 'JESS' IRBY Clerk Of Court
ALACHUA COUNTY, Florida

RETURN TO: DELL SALTER – AD

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THORNEBROOK VILLAGE

THIS AMENDMENT, made and executed effective this 13th day of November, 2017, by THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation (the "Association").

RECITALS:

A. Thornebrook Development Corporation, a Florida Corporation, (the "Corporation") has previously caused the Declaration of Condominium of Thornebrook Village, a Condominium (the "Declaration") to be recorded in Official Records Book 1570, page 1558 of the Public Records of Alachua County, Florida; and

B. The Declaration provides for amending the Declaration and in fact the Declaration has been previously amended from time to time; and

C. The Association and its members desire to amend the Declaration to allow for the leasing of a portion of the Common Elements; and

D. The Association has complied with all of the requirements for amendment listed in Article 16 of the Declaration.

NOW, THEREFORE, the Association and the members, for themselves, their successors and assigns, hereby files this Amendment to the Declaration of Condominium for Thornebrook Village, a condominium, as recorded in Official Records Book 1570, page 1558, and as amended in Official Records Book 1588, page 2270, Official Records Book 1590, page 2090, Official Records Book 1603, page 1024, Official Records Book 1798, page 2849, Official Records Book 1798, page 2854, Official Records Book 2011, page 2350, Official Records Book 3732, page 900 all of the Public Records of Alachua County, Florida, said amendment to provide as follows:

1. Article 11.2, (a) Common Elements, is hereby amended as follows (deletions are indicated by ~~strike-out~~; additions are underlined):

Article 11.2 Common Elements.

(a) By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and the cost thereof shall be a Common Expense and all income generated thereby shall be a Common Surplus.

2. The Declaration is hereby amended to add the following Article:

Article 19. Leasing of Common Elements. The Association shall have the authority to enter into a long-term ground lease for portions of the Common Elements. The authority granted to the Association herein shall be subject to the prior approval either in writing or by vote by the record Unit Owners of not less than 75% of the Common Elements of the Condominium except as provided by the Bylaws. Unit Owners shall approve the general lease terms which shall include the rent, term and location of Common Elements to be leased. Upon approval of Unit Owners, the Board of Directors shall have the authority to negotiate all other terms of the lease. Said lease shall not be deemed to discriminate against a Unit Owner nor shall said lease be deemed to interfere with the rights of any Unit Owner.

3. The undersigned, as President of the Association, does hereby certify that the foregoing amendment to the Declaration of Condominium was duly adopted at a meeting of the members and Board of Directors held on the 13th day of November 2017, at which a quorum was present and that ¾ of the members voted in favor of the amendment and 2/3 of the Board of Director voted in favor of the amendment.

IN WITNESS WHEREOF, the Association has set its hand and seal the day and year first written above.

THORNEBROOK VILLAGE MAINTENANCE, INC., A Florida corporation

By: _____
Print ~~Name~~: David Arrighi
As its President

Witness sign name above
Witness print name below
Betsy Whitaker

Witness sign name above
Witness print name below
Tina Tosten

By: _____
Print Name: Wendy Akerman
As its Secretary

Witness sign name above
Witness print name below
Betsy Whitaker

Witness sign name above
Witness print name below
Tina Tosten

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 13th day of November, 2017, by **David Arrighi**, as President of Thornebrook Village Maintenance, Inc., a Florida corporation, on behalf of said corporation who are (___) personally known to me or (X) produced a current Florida driver's license as identification or (___) produced _____ as identification.

Peggy R. Estis
Print Name: Peggy R Estis
Notary Public/State of Florida
Commission Expires: Nov. 20, 2020

PEGGY R ESTIS
Notary Public - State of Florida
Commission # GG 048847
My Comm. Expires Nov 20, 2020
Bonded through National Notary Assn.

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 13th day of November, 2017, by **Wendy Akerman**, as Secretary of Thornebrook Village Maintenance, Inc., a Florida corporation, on behalf of said corporation who are (___) personally known to me or (X) produced a current Florida driver's license as identification or (___) produced _____ as identification.

Peggy R. Estis
Print Name: Peggy R. Estis
Notary Public/State of Florida
Commission Expires: NOV. 20, 2020

PEGGY R ESTIS
Notary Public - State of Florida
Commission # GG 048847
My Comm. Expires Nov 20, 2020
Bonded through National Notary Assn.

This Document Prepared By:
Denise L. Hutson, Esq.
Salter Feiber, P.A.
3940 NW 16th Blvd., Bldg. B.
Gainesville, FL 32605

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BOOK 4646 PAGE 166
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 862210
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $0.00
Intang. Tax: $0.00

NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THORNEBROOK VILLAGE

THIS AMENDMENT, made and executed effective this 20th day of November, 2018, by THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida Corporation (the "Association").

RECITALS:

WHEREAS, Thornebrook Development Corporation, a Florida Corporation, (the "Corporation") has previously caused the Declaration of Condominium of Thornebrook Village, a Condominium (the "Declaration") to be recorded in Official Records Book 1570, page 1558 of the Public Records of Alachua County, Florida; and

WHEREAS, the Declaration provides for amending the Declaration and in fact the Declaration has been previously amended from time to time; and

WHEREAS, the Association has complied with all of the requirements for amendment listed in Article 16 of the Declaration.

NOW, THEREFORE, the Association and the members, for themselves, their successors and assigns, hereby files this Amendment to the Declaration of Condominium for Thornebrook Village, a condominium, as recorded in Official Records Book 1570, page 1558, and as amended in Official Records Book 1588, page 2270, Official Records Book 1590, page 2090, Official Records Book 1603, page 1024, Official Records Book 1798, page 2849, Official Records Book 1798, page 2854, Official Records Book 2011, page 2350, Official Records Book 3732, page 900 all of the Public Records of Alachua County, Florida, said amendment to provide as follows:

1. An additional Article is to be added to the Declaration, to read:

Article 20. Material Alteration and Modification of Appurtenances. The Association shall have the authority to materially alter or modify the appurtenances to the unit by lease, long term lease, or other grant of exclusive use of the Common Elements with the prior approval, either in writing or by vote, by the record Unit Owners of not less than 75% of the Common Elements of the Condominium. Such lease, long term lease, or other grant of exclusive use of the Common Elements may provide for material alterations of the Common Elements and such material alterations shall be deemed approved if the record Unit Owners of not less than 75% of the Common Elements of the Condominium approve the lease, long term lease, or other grant of exclusive use of the Common Elements.

2. The undersigned, as President of the Association, does hereby certify that the foregoing amendment to the Declaration of Condominium was duly adopted at a meeting of the members and Board of Directors held on October 25, 2018, at which 100% of the members voted in favor of the amendment and 100% of the Board of Directors voted in favor of the amendment.

3. Copies of the Joinder and Consents for each Owner are attached hereto as Exhibit "A" and incorporated herein by reference.

IN WITNESS WHEREOF, the Association has set its hand and seal the day and year first written above.

THORNEBROOK VILLAGE
MAINTENANCE, INC., A Florida corporation

By: _____
Print Name: David Arrighi
As its President

T Gunderson
Witness sign name above
Witness print name below
Theresa Gunderson

Witness sign name above
Witness print name below
Betsy Whitaker

By: _____
Print Name: Wendy Ackerman
As its Secretary

T Gunderson
Witness sign name above
Witness print name below
Theresa Gunderson

Witness sign name above
Witness print name below
Betsy Whitaker

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20th day of November, 2018, by **David Arrighi**, as President of Thornebrook Village Maintenance, Inc., a Florida corporation, on behalf of said corporation who are (✓) personally known to me or (___) produced a current Florida driver's license as identification or (___) produced _____ as identification.

Print Name: Betsy S. Whitaker
Notary Public/State of Florida
Commission Expires: _____

BETSY S. WHITAKER
MY COMMISSION # GG 203145
EXPIRES: September 27, 2022
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20 day of November, 2018, by **Wendy Ackerman**, as Secretary of Thornebrook Village Maintenance, Inc., a Florida corporation, on behalf of said corporation who are (✓) personally known to me or (___) produced a current Florida driver's license as identification or (___) produced _____ as identification.

Print Name: Betsy S. Whitaker
Notary Public/State of Florida
Commission Expires: _____

BETSY S. WHITAKER
MY COMMISSION # GG 203146
EXPIRES: September 27, 2022
Bonded Thru Notary Public Underwriters

This Document Prepared By:
Denise L. Hutson, Esq.
Salter Feiber, P.A.
3940 NW 16th Blvd., Bldg. B.
Gainesville, FL 32605

EXHIBIT "A"

JOINDER AND CONSENTS

RECORDED
OFFICIAL RECORD
'84 JUL 30 PM 4 14

Doc. Stamps
Int. Tax
Surtax
Total 195.00

...URT
ALACHUA COUNTY FL

DECLARATION OF CONDOMINIUM

OF

THORNEBROOK VILLAGE, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM made and executed this 27th day of July, 1984, by THORNEBROOK DEVELOPMENT CORPORATION, a Florida Corporation (hereinafter called the Developer) for itself, its successors and assigns, and the said Developer does submit the condominium property as hereinafter defined and described to condominium ownership upon the terms and conditions hereinafter set forth:

ARTICLE 1
Establishment of Condominium

Developer, the fee simple owner, hereby submits the following described real property and improvements to condominium ownership in accordance with Florida Statutes Chapter 718 (1983), situate in Alachua County, Florida, described as follows, to-wit:

See attached Exhibit A-1

and declares that the same shall be known and identified as:

THORNEBROOK VILLAGE, A CONDOMINIUM

ARTICLE 2
Definitions

As used herein or elsewhere in the condominium documents, unless otherwise provided, the terms used shall be defined as set forth below: All other definitions outlined in Chapter 718, Florida Statutes (1983), are hereby incorporated by reference.

A. Approved Mortgagee. Approved Mortgagee means a commercial bank, savings bank, life insurance company, a real estate or mortgage investment trust, mortgage company, the Developer, an agency of the United States government, private or public pension fund, savings and loan association, a holder of a mortgage granted to the seller of a Unit, or the successors or assigns of the foregoing. An Approved Mortgagee may hold not only a first mortgage but a subordinate mortgage.

B. Articles of Incorporation. Articles of Incorporation means the Articles of Incorporation attached hereto as Exhibit "B" and any filed amendments thereto of the Association.

C. Assessment. Assessment means a share of the funds required for the payment of common expenses which from time to time are assessed against the Unit owner.

D. Association. Association shall mean THORNEBROOK VILLAGE MAINTENANCE, INC., which shall be responsible for the operation of the Condominium as may be otherwise herein provided.

E. Bylaws. Bylaws means the Bylaws attached hereto as Exhibit "C" and adopted by the Association and any duly adopted amendments thereto.

F. Common Expense. Common expense means those expenses for which unit owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of common elements and such other expenses as may be declared either by this Declaration or by the management of the Association.

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

OR 1570 PAGE 1558

This Instrument Prepared By:
Melissa Jay Murphy
1240 North West 11th Avenue
Gainesville, Florida 32601

690971

H. Condominium Property. Condominium property means and includes the land in this condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

I. Unit Owner. Unit owner or owner of the Unit means the owner of a condominium parcel or Unit in fee simple.

J. Condominium Documents. Condominium documents shall include this Declaration and attachments, together with Articles of Incorporation and Bylaws of THORNEBROOK VILLAGE MAINTENANCE, INC.

K. Utility Services. Utility Services means but is not limited to electric power, gas, water, telephone, sewer, drainage, television communication and garbage and sewage disposal.

ARTICLE 3
Description of Improvements and Unit Identification

Recorded in Condominium Exhibit Book 1, page 76 of the Public Records of Alachua County, Florida, is a survey of the land and graphic description and plot plan of the improvements constituting the condominium, identifying the Buildings, Units and common elements and their respective locations and approximate dimensions. Each Unit is identified by a specific number and letter, or number only, and no Unit bears the same designation as any other unit.

ARTICLE 4
Buildings, Units and Common Elements

The condominium consists of four (4) buildings containing a total of twenty-four (24) individual Units and common elements as such terms are hereinafter defined.

4.1. The Buildings, as the term is used herein, shall mean and comprise the main structures of the 24 Units as hereinafter defined.

4.2. Unit Boundaries. Each Unit shall include such portions of a building that lie within the boundaries of a Unit, which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of a Unit shall be the following extended to an intersection with the perimetrical boundaries: Units are located in the buildings as more fully designated on Exhibit A. The upper boundary of a Unit shall be the plane of the lower surface of the unfinished ceiling of the Unit and the lower boundary shall be the plane of the upper surface of the finished floor slab of the Unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of a Unit shall be the vertical planes of the undecorated, unfinished interior walls extended to intersections with each other and with the upper and lower boundaries. Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such apertures, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings shall be included within the Unit and shall not be deemed a Common Element.

(c) Boundaries Further Defined. The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit, and further, shall not include those spaces and improvements lying within the undecorated and/or

O.R. 1570 PAGE 1559

unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other units and/or for common elements.

4.3. Common Elements. The Common Elements include the real property and all other parts of the Condominium not within the Units, including but not limited to landscaping, structural portions of walls and roofs, roofs, ground floor slabs and ceilings, automobile parking areas, and other accessory areas. The Association shall have the power to determine the use to be made of the Common Elements, provided that no such use shall discriminate against a Unit Owner. The Association may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the provisions of this Declaration, the Articles of Incorporation or the Bylaws.

ARTICLE 5
Ownership of Units and Appurtenant Interest in Common Elements

The owner or owners of each Unit shall own, as an appurtenance to the ownership of each said Unit, an undivided interest in the common elements, the undivided interest appurtenant to each said Unit being that which is hereinafter specifically assigned thereto.

The percentage of undivided interest in the common elements assigned to each Unit shall not be changed except with the unanimous consent of all of the owners of all of the Units and their respective mortgagees.

ARTICLE 6
Further Subdividing of Units; Combination of Units

No Unit may be divided or subdivided into a smaller unit or units. Provided, however, in the event two or more adjacent Units are owned by the same Unit Owner, the Unit Owner may elect not to construct, or in the event already constructed, may remove or otherwise alter any party or partitioning wall dividing the owner's Units so as to allow use and occupancy of the adjacent Units as a whole.

Unless a party or partitioning wall has first been installed, or from and after the alteration or partial or whole removal of any common or partitioning wall, no Unit affected shall be conveyed, leased, occupied, or transferred separately from the adjacent Unit which is or, if such wall were constructed, would be also bounded by such party wall or partition unless and until the wall has been constructed or restored at the expense of the Unit Owner to the original location, materials, specifications and character, reflected by the original plans and specifications for the Condominium and Exhibit A attached to this Declaration if shown thereon, and if not shown thereon, then the wall shall be constructed in accordance with plans and specifications submitted to and approved by the Board of Directors. Such construction or restoration shall comply in all respects with applicable governmental and/or construction industry practices, codes, rules, ordinances and regulations, and completion shall be evidenced by an Association Certificate at the direction of the Board of Directors and after inspection and approval of the construction or restoration by the Board of Directors or its agents. In inspecting the construction or restoration, the Board of Directors shall be entitled to retain and consult with, at the Unit Owner's expense, an engineer or Licensed Architect as shall be deemed appropriate by the Board of Directors. In the event of default by Unit Owner of the owner's obligation to restore, or in the event the Association acquires title to any affected commercial Unit, the Association may contract for the restoration of the party

or partitioning wall and the costs of doing so shall be assessed against the owner or owners only of such Unit or Units sharing the common boundary to be partitioned on a joint and several basis. Such special assessment shall be collectible in the same manner as any other assessment authorized by this Declaration.

The Board of Directors shall approve or disapprove the Unit Owner's request within thirty (30) days after receipt of all required plans, specifications and information, including required engineer's or Licensed Architect's opinions. The disapproval shall set forth reasons therefor. In the event the Board of Directors neither approves nor disapproves the petition within said time period, said request shall be deemed approved and the owner may proceed in accordance with the plans and specification submitted.

The alteration or removal of the common wall, or the use or occupancy of two or more Units as a single space, as hereinabove described, shall not act to alter, merge or subdivide Units or to change voting rights, percentage ownership of Common Elements or Common Surplus, or to change percentage of responsibility for Common Expenses theretofore allocated to the affected units by this Declaration.

Nothing herein contained shall be construed as limiting or preventing ownership of any Unit and its appurtenant undivided interest in the common elements by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety. Nor shall anything herein contained be construed as limiting or preventing the ownership of more than one Unit and appurtenant undivided interests in the common elements by any person or entity.

ARTICLE 7
Limitation Upon Right Of Owners to Alter and Modify Units

No owner of a Unit shall permit any structural modifications or alterations in such Unit without first obtaining the written consent of the Association which consent may be withheld in the event that a majority of the Board of Directors of said Association determine in their sole discretion that such structural modifications or alterations would adversely affect or in any manner be detrimental to the Condominium in part or in its entirety. No modification or alteration shall be permitted which would cause any increase in any insurance premiums paid by the Association. If the modification or alteration desired by the owner of any Unit involves the removal of any permanent interior partition, the Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a loadbearing partition, and so long as the removal thereof would in no manner affect or interfere with the provisions of utility services constituting common elements located therein. No owner shall cause any improvements or changes to be made to the exterior of the Unit, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the Condominium, or in any manner change the appearance of any portion of the building not within the walls of such Unit, without the written consent of the Association being first obtained.

ARTICLE 8
Easements

Easements have been reserved through the Condominium Property and are covenants running with the property of the Condominium. These easements shall survive the termination of the condominium.

8.1. Utility Easements. Utility Easements are reserved by the Developer as may be required for Utility Services in order to serve the Condominium and Units. Such easements through a Unit have been installed substantially according to the Plans and Specifications or as the building and improvements have been constructed, unless otherwise approved in writing by the Unit Owner.

8.2. Other Easements. The Condominium Property is subject to easements for encroachments which now exist or hereafter exist caused by shifting, settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in construction, reconstruction, or repair, which encroachments shall be permitted to remain undisturbed. The

encroachments shall give rise to an easement for the same and the maintenance thereof, which shall continue until such encroachments may no longer exist.

8.3. Unit Owners. Easements are reserved to Unit Owners and their guests and invitees for (i) pedestrian traffic over, through and across sidewalks, paths, walks, driveways, entrances to buildings and stores, and stairways, as the same may from time to time exist upon the Common Elements and (ii) vehicular traffic over, through and across such portions of the Common Elements as may be designated and intended for such purpose. In no event shall such easements give or create in any Unit Owner or any other person the right to obstruct such easements nor shall any Unit Owner or any other person have the right to park automobiles or other vehicles on any portion of the Condominium Property not designated as a parking area. Any lien encumbering such easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

8.4. Easement of Association. The Association shall have an easement for access to all units of the Condominium for ingress and egress as required by its officers, directors, employees and their agents and independent contractors, in order to perform its obligations and duties prescribed in this Declaration. This easement is also reserved for the Developer so long as the Developer owns any unit of the Condominium.

8.5. Developer. The Developer shall have an easement for access to all units of the Condominium for ingress and egress as required to perform its obligations and duties prescribed in this Declaration. The Developer shall also have the right to create, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Declaration.

8.6. Construction, Maintenance. The Developer (including its designees and contractors) shall have the right, in his and their sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the Unit Owners of the Condominium Property.

8.7. Sales Activity. For as long as there are any unclosed Units, the Developer and its designees shall have the right to use any such Units and the Common Elements in order to establish, modify, maintain and utilize, as it and they deem appropriate, model units and sales and other offices. Without limiting the generality of the foregoing, the Developer and its designees may show model units and the Common Elements to prospective purchasers and tenants of Units, erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease and take all other action helpful for sales, leases and promotion of the Condominium.

8.8. Additional Easements. The Developer and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as his attorney-in-fact for this purpose), shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes. The

Association, on behalf of itself and all Unit Owners (as such Owners' attorney-in-fact), shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities

or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all Unit Owners (as such Owners' Attorney-in-fact), to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

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

ARTICLE 9
Phase Condominium

The Condominium may be developed in phases pursuant to the provisions of Section 718.403, Florida Statutes (1983). The first phase (Phase 1) of the Condominium will consist of four buildings consisting of 24 Units. The Developer anticipates construction and development of one additional phase, to be known as Phase II. The Developer is not committed to construct Phase II. The description of all anticipated phases, the impact which the completion of subsequent phases, if constructed, will have upon the first phase and the time period within which each phase shall be completed, is hereinafter set forth.

9.1. Real Property Comprising the Condominium. The real property owned by the Developer, which by this Declaration is submitted to the condominium form of ownership as Phase I of the Condominium, is real property lying in Alachua County as more particularly described on the first page of this Declaration and as more particularly described on Exhibit "A-1" attached hereto and made a part hereof. Other real property owned by the Developer which may be submitted to the condominium form of ownership as part of this condominium, as Phase II, is real property situate in Alachua County, more particularly described on Exhibit "A-1" which is attached hereto and made a part hereof. A survey of the real property which may be added to this condominium as Phase II is also included and made a part of Exhibit "A".

9.2. Phase 1. Phase 1 of the Condominium consists of twenty-four condominium retail spaces, all as more particularly described and identified on Exhibit "A-5" hereto. Phase II consists of three buildings, containing twenty-seven condominium units.

9.3. Voting Membership in the Association and Percentage Ownership in the Common Elements. Each Unit Owner in the condominium will be a member of the Association and will be entitled to cast an owner's vote in accordance with the Articles of Incorporation and By-Laws. Each Unit Owner will also own an undivided interest in the common elements. When the membership of the Association consists of only Phase 1, the following membership votes and percentage ownership shall apply:

Phase 1, Unit	Votes	Percentage in Common Elements and of Common Expenses
15A	13	3.6
15B	16	4.6
15C	16	4.6
15D	10	2.74
15E	55	17.99
15F	3	.98
16	13	3.5

17	10	2.77
18	10	2.77
19	14	3.9
20	11	2.8
21	13	3.5
22	13	3.5
23	13	3.5
24A	8	2.3
24B	28	7.7
24C	13	3.5
25A	11	3.0
25B	6	1.8
26A	19	5.3
26B	36	10.00
27A	8	2.00
27B	13	3.5
29	1	.15

If Phase II is added, the following membership votes and percentage ownership shall apply:

(a) Each unit shall be entitled to that number of votes which is equal to the number of square feet in said unit divided by one hundred and rounded down to the nearest whole number.

(b) Each unit owner shall own an undivided interest in the common elements, said interest to be a fractional amount, calculated by dividing the square feet in that particular unit by the total amount of the square feet in all units; Provided, however, that for purposes of calculating percent of common elements and percent of common expenses, units containing more than 6,000 square feet shall be treated as though said units contained square footage of 85% of the actual amount.

9.4. Discretion to Add Future Phases. The Developer, in the Developer's sole discretion, will determine whether or not Phase II shall be added to this Condominium. Upon substantial completion of the construction of the improvements of a subsequent phase, if any, to this Condominium, a surveyor shall prepare a survey of the improvements in the phase to be added to this Condominium, and will prepare a surveyor's certificate certifying the facts required by the Florida Condominium Act, as it exists on the date hereof. The survey of the additional lands included in the subsequent phase, if any, the survey of the improvements in the subsequent phase and the surveyor's certificate shall be attached to an amendment or amendments to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Alachua County, together with any exhibits relating thereto as the Developer determines, in the Developer's sole discretion, are necessary. Notwithstanding any other provisions of this Declaration to the contrary, pursuant to Section 718.403(6) Florida Statutes (1983), any amendment or amendments adding additional phases to this Condominium shall not be required to be executed by, nor consented to by, Unit owners, the Association nor the members thereof, nor the voters or holders of any lien encumbering a condominium unit previously submitted to condominium ownership by this Declaration. In addition, the Developer reserves the right to amend Article 9.2 to change the number of units to be contained in any subsequent phases. Said amendment need not be executed or consented to by Unit Owners, the Association or Members thereof, or holders of any lien on a condominium unit.

9.5. Completion Dates for Future Phases. Nothing contained in this Declaration shall be construed as requiring the Developer to construct any additional phases to this condominium. If Phase II is added to this condominium, the Developer plans, but is not required, to complete Phase II no later than eight (8) years from the date of this Declaration.

9.6. Time Shares Estates Not Created. Time share estates will not be created with respect to any Units in any phase of the Condominium.

9.7. Recreation Areas and Facilities. Recreational Areas and Facilities will not be provided for any phase of this condominium.

ARTICLE 10
Administration of Condominium by Association

10.1. Association. In order to provide for the efficient administration of the Condominium by the owners of Units, a non- profit organization known and designated as THORNEBROOK VILLAGE MAINTENANCE, INC. (hereinafter referred to as "Association"), has been organized, and said corporation shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation of the Association, its Bylaws and the Rules and Regulations promulgated by the Association from time to time. A true copy of said Articles of Incorporation and Bylaws are annexed hereto and expressly made a part hereof as Exhibits "B" and "C", respectively. The owner or owners of each Unit shall automatically become members of the Association upon acquisition of a fee simple interest in a unit, and membership of each owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such Units, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association, or to any of the rights or privileges of such membership in the Association. In the administration of the operation and management of the Condominium, the Association shall have and is hereby granted the authority and right to levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the Units and Common Elements, as a Board of Directors of the Association may deem to be in the best interest of the Condominium.

10.2. Voting. On all matters on which the membership shall be entitled to vote, there shall be only those votes per Unit as set out in Article 9, notwithstanding the fact that the Unit is owned by more than one person, and such vote or votes may be exercised by the owner or owners of each Unit in such manner as may be provided in the Bylaws hereafter adopted by the Association. Should any owner or owners own more than one Unit, such owner or owners shall be entitled to exercise or cast as many votes as are allocated to the particular units owned, in the manner provided by the Bylaws.

10.3. Membership Registry. The Association shall at all times maintain a register setting forth the names of the owners of all of the Units, and in the event of the sale or transfer of any Unit to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Unit, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest

in any Unit. Further, the owner of each Unit shall at all times notify the Association of the names of the parties holding any mortgage or mortgages on any Unit, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Unit may notify the Association of the existence of any mortgage or mortgages held by such party

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on any Unit, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to same.

10.4. Organization and Turnover. As provided in Section 718.301 of the Florida Statutes (1983), prior to, or not more than 60 days after the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously the Developer shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Developer, including, but not limited to, those items required in Section 718.301 of the Florida Statutes (1983).

ARTICLE 11
Maintenance, Alteration and Improvement

Responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and its improvement shall be as follows:

11.1. Units. All maintenance, repairs and replacements of, in or to any Unit, whether structural or non-structural, ordinary, or extraordinary, including without limitation, maintenance, repair, and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein, and shall be made in accordance with the original plans and specifications therefor or as otherwise directed by the Association. PROVIDED, HOWEVER, notwithstanding the foregoing, each Unit Owner shall be obligated to maintain at their expense the exterior front entrance to their unit. In addition, each Unit Owner shall be permitted to design and construct or, after initial construction, alter or reconstruct, the front entrance to their unit, said design to be approved by the Board of Directors prior to commencement of the construction, reconstruction or alteration of the front entrance. Each Unit Owner shall be responsible for the maintenance, repair or replacement of the plastered surfaces, dry wall or sheetrock within the Unit or forming the boundaries of the Unit. The foregoing obligation of the Unit Owner shall be performed without disturbing the rights of other Unit Owners.

The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at said Owner's expense shall include but not be limited to the following items: air conditioner and air handling equipment for space cooling and heating (including any portions thereof which may be located outside of the boundaries of the Unit), interior fixtures such as electrical and plumbing fixtures that service only their unit; windows, screens, doors, inside paint and other inside wall finishes and floor coverings except the floor slab. Mechanical equipment and installation of such equipment shall be such that its operation will not cause annoyance to the occupants of other Units.

Notwithstanding the responsibility of the Association to maintain and repair those portions of the Condominium Property as set forth in Section 11.2 of this Declaration, if such required maintenance and repair is required because of the negligence or misuse of the Condominium Property or Unit by a Unit Owner, such Unit Owner shall be liable and responsible for the cost and expense of such required maintenance and repair; and such cost of maintenance, repair or reconstruction shall be assessed to the Unit Owner concerned as a special assessment and may be collected and enforced in the same manner as any other assessment provided in this Declaration. Until so collected from the Unit Owner, such costs shall be treated as a Common Expense. In the event that the Unit Owner does not maintain, repair and replace that portion of the Unit required to be maintained, repaired and replaced at the Unit Owner's cost and expense, and such lack of maintenance, repair or replacement has or will have an adverse effect on the Condominium or will cause damage to the Condominium Property or portions of the Condominium to be maintained by the Association, then, and in that event, the Association shall have the right to perform such maintenance, repair and replacement necessary in the Unit, and such cost of maintenance, repair or replacement shall be assessed by the Board of Directors to the Unit Owner

concerned as a special assessment and may be collected and enforced in the same manner as any other assessment provided in this Declaration. Until so collected from the Unit Owner, such costs shall be treated as a Common Expense.

Unit Owners shall not paint or otherwise decorate, alter or change the appearance of any portion of the exterior of the building, including the Common Elements except for the front entrance to the Unit as set forth above.

Unit Owners shall promptly report to the Association any defect or need for repair and replacement for which the Association is responsible.

Alteration and Improvement. Except as elsewhere reserved to Developer, neither a Unit Owner nor the Association shall make any alteration to or remove any portion of a Unit that is to be maintained by the Association, or make any additions to Units, or do anything that would jeopardize the safety or soundness of the building, or impair any easement without first obtaining approval in writing of owners of all Units in which such work is to be done and the approval of the Board of Directors. A copy of plans for all such work prepared by a licensed architect shall be filed with the Association prior to the start of the work.

11.2. Common Elements.

(a) By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and the cost thereof shall be a Common Expense.

(b) Alteration and Improvement. There shall be no alteration nor further improvement of the Common Elements or acquisition of additional Common Elements without prior approval either in writing or by vote by the record Unit Owners of not less than 75% of the Common Elements of the Condominium except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent. The cost of such work or acquisition shall not be assessed against an Approved Mortgagee that acquires its title as the result of owning a mortgage upon a Unit unless such Approved Mortgagee shall approve the alteration or improvement or acquisition, whether title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the Common Elements, nor in the Unit Owner's share of Common Expense, whether or not the Unit Owner contributes to the cost of such alteration, improvement or acquisition.

ARTICLE 12
Assessments

The making and collection of assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

12.1. Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, but the same shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus. No owner of a unit may exempt himself from liability for his contributions to the Common Expense fund by waiver of his right to use and enjoy any of the Common Elements or by the abandonment of his Unit for which the assessments are made.

12.2. Payments. Assessments and installments thereon must be paid on or before ten (10) days after the day when the same shall become due; all sums not so paid shall bear interest until paid at the rate of eighteen percent (18%) per annum. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due,

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the Board may declare the entire annual assessment as to that delinquent Unit Owner due and payable in full as if the entire amount was originally assessed.

12.3. Lien for Assessments. The Association shall have a lien on each Unit for any unpaid assessments and interest, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records of Alachua County, Florida, a claim of lien stating the description of the Unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the Unit shall be required to pay a reasonable rental for the Unit and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments, waiving the lien securing the same. Each unpaid assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who was the owner of the Unit at the time the assessment fell due. A lien of the Association for unpaid assessments on any Unit will be subordinate to the lien of any first mortgage on that Unit recorded prior to the date the said unpaid assessment becomes due. When an Approved Mortgagee obtains title to the Unit as a result of the foreclosure of the mortgage held by said Mortgagee or as a result of a conveyance in lieu of foreclosure of the Mortgage held by said Mortgagee, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Unit which became due prior to acquisition of title in the manner above provided, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of said mortgage; provided, however, such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses or collectible from all of the Unit Owners including the purchaser at foreclosure, its successors and assigns. Any person who acquires an interest in a Unit, except through a mortgage foreclosure (or by voluntary deed in lieu of foreclosure) as set forth above, shall be liable, jointly and severally, with the grantor for all unpaid assessments up to the time of the transfer of ownership or possession. If a member of the Association exercises his right of first refusal or redemption hereinafter provided, the member shall be liable for the unpaid assessments against the Unit and shall have the right to deduct them from the first refusal or redemption price paid to the seller or transferor.

12.4. Special Assessments. The Board may impose special or individual assessments on Unit Owners to meet expenses not anticipated to be incurred on a regular or annual basis or to cover the cost and expense of maintenance, repairs or replacements of a Unit for which the Unit Owner is responsible as provided in Article 11.

12.5. Developer's Rights. After the commencement date of payment of monthly common expenses, in the event there are unsold units, the Developer retains the right to be the owner of said unsold units; however, for such time as the Developer continues to be a unit owner, but not exceeding such period of time as the Developer shall have guaranteed that the assessment for common expenses of the condominium imposed upon unit owners other then the Developer shall not increase over a stated dollar amount, the Developer shall be required to contribute only such sums to the common expenses of the condominium as incurred and required during that period and which have not been produced by assessments at the guaranteed level receivable from other unit owners, as may be required for the Association to maintain the condominium. In no event shall the Developer be required to contribute to the common expenses as to the units owned by it in any amount exceeding the obligation for such unit as specified and set forth in this Declaration and the exhibits attached hereto. Commencing on the expiration of the period of a guaranteed level of assessments as aforesaid, the Developer shall contribute

to the common expenses, as to the units owned by it, in the same manner as all other unit owners. Notwithstanding the foregoing, in the event the Developer is the owner of condominium units during the guaranteed period as aforedescribed, and if any such unit is leased and occupied by a third party, then the maintenance of said unit shall be contributed and borne by the Developer as all other unit owners. DEVELOPER RESERVES THE RIGHT TO GUARANTEE, UNDER THE PROVISIONS OF THIS PARAGRAPH, THE AMOUNT OF THE ASSESSMENTS FOR UNITS IN PHASE 2 FOR A ONE (1) YEAR PERIOD BEGINNING WITH THE DATE THAT PHASE 2 IS ADDED TO THE CONDOMINIUM.

Notwithstanding anything to the contrary contained within this Declaration, the Developer shall have the option, in lieu of establishing the guaranteed period as aforedescribed, to elect to be excused from the payment of the Developer's share of the common expenses and assessments with respect to each unit owned by the Developer for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth (4th) calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs, provided that the Developer shall be obligated to pay that portion of the common expenses incurred during the aforesaid period which exceeds the sum of:

(a) The amount assessed against other unit owners; and
(b) The funds collected by the Developer and turned over to the Association to initially fund the Association.

ARTICLE 13
Provisions Relating to Sale or Rental or Other Alienation or mortgaging of Condominium Units

13.1. Sale or Rental of Units. In the event any unit owner wishes to sell, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Should a unit owner wish to sell, lease or rent his unit he shall, before accepting any offer to purchase, lease or rent his condominium parcel, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, and the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, and a copy of the proposed lease or a copy of a fully executed Contract for Sale and Purchase, and such other personal and financial information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned. Said notice may, at the Unit owner's option, contain a demand that the Association furnish a lessee or purchaser in the event the proposed transferee is disapproved.

The Board of Directors of the Association, within ten (10) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit, (or mailed to the place designated by the unit owner in this notice) designate the Association, or one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, the Association shall not unreasonably withhold its consent to the prospective sale, rental or lease.

The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner

shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s) or failure of such person(s) to make such offer within the said fourteen (14) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice and the unit owner shall be free to make or accept the offer specified in his notice and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein, within ninety (90) days after his notice was given. Unit Owner shall not, if the Association fails or refuses to exercise its right of first refusal, sell said unit to any party other than the party designated in said notice, nor for any lower purchase price, nor on any more favorable terms and conditions, than those originally contained in the required notice presented to the Association, without again giving the Association the right of first refusal to purchase said Unit in the manner above provided.

The consent of the Board of Directors of the Association shall be in recordable form, signed by two officers of the Association and shall be delivered to the purchaser or lessee. The Board of Directors may charge a reasonable fee for the granting of a consent. Should the Board of Directors fail to act as herein set forth, and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

The sub-leasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sub-lease be used, and thereafter the Board of Director's approval of the lease or sub-lease form to be used shall be required. No individual rooms may be rented and no transient tenants may be accommodated.

The phrase "sell, rent or lease" in addition to its general definition shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale.

The foregoing provisions of this Article 13 shall not apply to transfers by a unit owner to any member of his immediate family (viz: - spouse, children or parents).

In the event a unit owner dies and his unit is conveyed or devised to some person other than his spouse, children or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the unit, or if, under the laws of descent and distribution of the State of Florida, the unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association may, within thirty (30) days of proper evidence of rightful designation served upon the president or any other officer of the Association, express its refusal or acceptance of the individual or individuals so designated as the owner(s) of the condominium parcel.

If the Board of Directors of Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated who shall, thereupon, become the owner(s) of the condominium parcel, subject to the provisions of this Declaration.

If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity within thirty (30) days, commencing upon the expiration of the last above mentioned thirty (30) day period, within which to purchase or to furnish a purchaser for cash of the said unit at the value designated for estate administration purposes. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said unit

within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the unit; or, such person or persons, or the legal representative or the deceased owner may sell the said

unit and such sale shall be subject to, in all other respects, the provisions of this Declaration.

13.2. Approval of Corporate Owner. If the proposed purchaser, lessee or transferee of a unit is a corporation or other entity, the approval of the ownership by said entity will be conditioned upon requiring all persons who will be occupants of the unit to be approved by the Association and that the principals of the entity guarantee the performance by the entity and the occupants of the provisions of this Declaration, including the lease if applicable, and execute a certificate to that effect.

13.3. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet said interest as provided herein. Every purchaser, tenant or lessee, shall take title subject to this Declaration and the Bylaws and Articles of Incorporation of the Association as well as the provisions of the Condominium Act.

13.4. Mortgage and Other Alienation of Units.

(a) A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association, except to an Approved Mortgagee. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association and said approval, if granted, shall be in recordable form, executed by two officers of the Association.

(b) No judicial sale of a unit, nor any interest therein, shall be valid, unless:

(1) The sale is to a purchaser approved by the Association which approval shall be in recordable form, executed by two officers of the Association and delivered to the purchaser; or

(2) The sale is a result of a public sale with open bidding;

(c) Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Board of Directors of the Association, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

13.5. Special Provisions.

(a) An Approved Mortgagee holding a mortgage on a unit upon becoming the owner of said unit through foreclosure or by deed in lieu of foreclosure, or whosoever shall become the acquirer of title at the foreclosure sale of a mortgage held by an Approved Mortgagee shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, without prior offer to the Board of Directors of the Association and without the prior approval of the said Board of Directors. The provisions of Article 13, Paragraphs 13.1, 13.2 and 13.3 shall be inapplicable to such Approved Mortgagee or acquirer of title, as aforedescribed in this paragraph.

(b) The provisions of Paragraphs 13.1, 13.2 and 13.3 of this Article 13 shall be inapplicable to the Developer. The Developer is irrevocably empowered to sell, lease, rent and/or mortgage units, and portions thereof, to any purchaser, lessee or mortgagee approved by him. The Developer shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including, but not limited to, the right to maintain models, have signs, use the common elements, and to show units. The sales office(s), signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. The Developer may use a unit(s) as a sales office and/or model unit.

(c) The provisions of Paragraphs 13.1, 13.2 and 13.3 of this Article 13 shall not apply to a transfer from a Unit Owner to a corporation or

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limited partnership, to one or more individuals, if the individual(s) involved consist of all of the owners or shareholders of said entity.

ARTICLE 14
Use Restrictions

The use of the Condominium shall be in accordance with the following provisions:

14.1. Units. Each Unit shall be occupied only for those purposes permitted under the zoning classification "SC" (Shopping Center District) as defined in the City of Gainesville Zoning Ordinance.

14.2. Common Elements. The Common Elements shall be used only for the purposes for which they are intended and the furnishing of services and facilities for the enjoyment of Unit Owners. Use of the common elements shall be subject to the rules and regulations established by the Association and may be amended from time to time.

14.3. Nuisance. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice which is the source of annoyance to Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by Unit Owners be allowed. The Condominium Property shall be kept in a clean and sanitary condition, and no fire hazard shall be allowed to exist. No Unit Owner shall permit any use of the owner's Unit or make any use of the Common Elements which will increase the rate of insurance upon the Condominium Property.

14.4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any part of the Condominium Property and all valid laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be followed in the same manner as the responsibility for maintenance and repair of the property concerned is set forth in Article 11 of this Declaration.

14.5. Signs. No signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Developer or the Association.

14.6. Regulations. The Rules and Regulations concerning the use and appearance of the Condominium Property may be amended by the Association in the manner provided by the Articles of Incorporation and Bylaws. The Rules and Regulations may provide for reasonable monetary fines against Unit Owners who violate the Rules and Regulations or the provisions of this Declaration and may further provide for arbitration in the event of a dispute between Unit Owners and the Association concerning such violations. Copies of the Rules and Regulations shall be furnished by the Association to all Unit Owners and occupants of the Condominium on request.

14.7. Developers Use. Until the Developer has closed the sales of all of the Units of the Condominium neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the sale of Units. The Developer may make such use of the unsold Units and Common Elements without charge as may facilitate such sale, including but not limited to maintenance of a sales and administrative office, leases of unsold Units, model units, the showing of the Condominium Property, the display of signs and such other uses which are normally associated with the sale and marketing of real property and Units.

14.8. Parking Spaces. Developer reserves the right to designate one specific parking space for the exclusive use of the tenant and/or owner of Unit 15F.

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ARTICLE 15
Insurance

The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following paragraphs numbered 15.1 through 15.6.

15.1. Authority to Purchase; Name Insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and certificates of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Board of Directors of the Association, and all policies and their endorsements shall be deposited with the Board of Directors. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability.

15.2. Coverage.

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the full replacement cost, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall include:

(1) Protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Protection against such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the Condominium Property including but not limited to vandalism and malicious mischief, and

(3) The word "building" whenever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceiling of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage, the unit owners shall be considered additional insureds under the policy.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsements to cover liabilities of the Condominium Unit Owners as a group to a Condominium owner.

(c) Worker's Compensation insurance to meet the requirements of the law.

(d) Such other insurance that the Board of Directors of the Association shall determine from time to time to be desirable.

15.3. Premiums. Premiums on insurance policies purchased by the Association shall be paid by the Association as a Common Expense. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

15.4. Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Board of Directors of the Association. The duty of the Board of Directors shall be to receive such proceeds as are paid and hold the proceeds in trust for tne purposes elsewhere stated in this instrument and for the benefit of the Condominium unit owners and their mortgagees in the following shares:

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(a) Proceeds on Account of Damage to Common Elements. An undivided share for each unit owner, such share being the same as the undivided share in the Common Elements appurtenant to his unit.

(b) Condominium Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When an individual Building is to be restored: For the owners of damaged Condominium units in proportion to the cost of repairing the damage suffered by each Condominium unit owner, said cost to be determined by the Association.

(2) When an individual Building is not to be restored, A share for each Condominium unit owner in said Building equal to their share in the Common Elements.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums that insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

15.5. Distribution of Proceeds. Proceeds of insurance policies received by the Board of Directors shall be distributed to or for the benefit of the beneficial owners in the following manner:

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

(b) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a unit.

15.6. Determination to Reconstruct. If any part of the Condominium property shall be damaged by casualty, the determination as to whether or not to reconstruct shall be made in the following manner:

(a) Common Elements. If the damage is only to Common Elements the damaged property shall be reconstructed unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) Damage to Units. If the damage is to Units, the property shall be reconstructed unless Units to which more than 70% of the Common Elements are appurtenant are found by the Board of Directors to be untenantable. In that event, the property will not be reconstructed and the Condominium will be terminated, unless, within 60 days after the casualty, Unit Owners owning Units to which at least 75% of the Common Elements are appurtenant agree in writing to such reconstruction or repair.

15.7. Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit owner and for each owner of any other interest in the Condominium property to adjust all claims arising under the insurance

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policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

15.8 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments for damage to Units shall be in proportion to the costs of reconstruction of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's shares in the Common Elements.

ARTICLE 16
Amendments

Except as elsewhere provided, this Declaration may be amended in the following manner:

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

16.2. Resolution of Adoption. A resolution adopting the proposed amendment may be introduced by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided approval of the amendment must be by not less than two-thirds (2/3) of all of the Board of Directors and by not less than three-fourths (3/4) of the votes of the entire membership of the Association; PROVIDED HOWEVER, that in the event the amendment is for one or more of the purposes set forth below, not less than one-half (1/2) of all of the Board of Directors:

(1) To correct misstatements of fact in this Declaration or its Exhibits, including, but not limited to, the correction of errors in the legal description of the real property or in the surveys thereof. If said Amendment is to correct this Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus or Common Expense shall equal 100 percent, the owners of the Units and the holders of liens or encumbrances on the Units for which modifications in the shares are being made shall also approve the amendment.

(2) To change boundaries between Units in the manner elsewhere stated, providing the amendment is signed and acknowledged by the owners, lienors and holders of mortgages of the Units concerned.

(3) To adopt amendments of Article 15 that are reasonably required by insurers or mortgagees of the Condominium Property or Units.

Until the Unit Owners are entitled to elect a majority of the Board of Directors, this Declaration may be amended only by all of the Directors, provided, however, that such amendment shall not increase the number of Units as set forth in this Declaration nor encroach upon the boundaries of the Common Elements.

16.3. Proviso. Provided, however, that no amendment shall (i) discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners so affected shall consent, (ii) change any Unit nor decrease the share in the Common Elements appurtenant to it, or increase the owner's share of the Common Expenses, except as provided in this Declaration with respect to future phases, if any, unless the record owner of the Unit and all record owners of liens thereon shall join in the execution of the amendment. No amendment shall be valid which changes or modifies Articles 15 or this paragraph of this Declaration unless the record

owners of all mortgages upon the Condominium or Units shall join in the execution of the amendment or consent thereto by separate instrument.

16.4. Execution and Recording. A copy of each amendment shall be attached to a certificate in recordable form signed by the president or vice president and secretary of the Association setting forth that the amendment has been duly adopted. Said Certificate and amendment shall be effective when it and a copy of the amendment are recorded in the public records of Alachua County.

ARTICLE 17
Termination

The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

17.1. Destruction. In the event it is determined in the manner elsewhere provided that the building and improvements shall not be reconstructed because of major damage, the Condominium will be thereby terminated without further agreement.

17.2. Agreement. The Condominium may be terminated by the approval in writing of all Unit Owners and by all record owners of mortgages thereon. Alternatively, if the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting sets forth the proposed termination, and if approval of the owners of not less than three-fourths (3/4) of the Common Elements and of three-fourths (3/4) of the record owners of all mortgages on the Units are obtained in writing not later than 30 days from the date of such meeting, then the Unit owners approving termination shall have an option to buy all Units of the other owners for a period ending on the sixtieth day from the date of such meeting Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall remain irrevocable. Such option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or sending by registered mail to each of the record owners of the Units to be purchased the following instruments:

(1) A certificate signed by the president or vice president and secretary of the Association certifying that the option to purchase Units owned by persons not approving termination has been exercised as to all of such Units. Said certificate shall state the names of the Unit Owners exercising the option, the Units owned by each and the Units being purchased by each purchaser.

(2) An agreement to purchase on the terms herein stated signed by the purchaser whereby the purchaser agrees to purchase the unit of the owner receiving the notice.

(b) Price. The purchase price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of such agreement, then the fair market value shall be determined by two real estate appraisers selected by the seller and purchaser who shall base their determination upon an average of their appraisals of the Unit.

(c) Payment. The purchase price shall be paid in cash or terms agreed to by purchaser and seller.

(d) Closing. The sale shall be closed within 30 days following the determination of sale price.

(e) Termination. The closing of purchase of all the Units subject to such options shall effect a termination of the Condominium without further act except the filing of the Association certificate hereafter required.

17.3. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate in recordable form signed by the president or vice president and the secretary of the Association setting forth the facts effecting the termination, and the termination shall become effective when recorded in the public records of Alachua County.

17.4. Shares of Owners After Termination. After termination of the Condominium, Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided share of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to termination.

17.5. Amendment. This Article 17 cannot be amended without consent of all Unit Owners and all record owners of mortgages on Units.

ARTICLE 18
Miscellaneous Provisions

18.1. Severability. The invalidity in whole or in part of any covenant, restriction, section, subsection or sentence of this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

18.2. Subsequent to the filing of this Declaration, the Association may, together with other condominium associations and others, purchase and/or acquire and enter into leaseholds, memberships, and other possessory or use interests in lands or facilities to provide for the enjoyment, recreation and other use or benefit of the unit owners; provided, however, that such action shall not be taken without the approval of a majority of the total membership of the Association and the approval of a majority of the holders of institutional first mortgages constituting liens on the various units. The expenses of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses.

18.3. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto and any amendments thereto. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

(a) Negligence. A Unit Owner shall be liable for costs and expenses of any maintenance, repair or replacement rendered necessary by said owner's act, neglect or carelessness, or by that of any member of said owner's family, guests, employees, agents or lessees, but only to the extent that such costs and expenses are not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay to the Association the amount of any increase in its insurance premiums occasioned by said Owner's use, misuse, occupancy or abandonment of a Unit, its appurtenances, or of the Common Elements.

(b) Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Articles of Incorporation, Bylaws or the Rules and Regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

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

18.4. Encumbrance of Future Phases, if Any. This Declaration shall not constitute a lien or encumbrance on the real property described as being part of proposed future phases, all as more particularly outlined in Article 9 hereof, unless the real property comprising such future phase or phases is formally submitted as being part of this Condominium, all as more particularly provided in this Declaration and the provisions of the Condominium Act.

Signed, sealed and delivered
in our presence as witnesses:

Melissa Kay Murphy

THORNEBROOK DEVELOPMENT CORPORATION, a Florida corporation

By: Richard D. Tarbox
RICHARD D. TARBOX, President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Declaration of Condominium was acknowledged before me this 27th day of July, 1984, by RICHARD D. TARBOX, as President of THORNEBROOK DEVELOPMENT CORPORATION.

Melissa M. McPherson
NOTARY PUBLIC, State of Florida
at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 20, 1987
Bonded Thru Troy Fain Insurance, Inc.

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EXHIBIT A-1

THRONEBROOK VILLAGE PHASE I - LEGAL DESCRIPTION

A parcel of land situated in Section 26, Township 9 South, Range 19 East, in the City of Gainesville, Alachua County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section 26, and run North 00°04'48" East, along the West line of said Section a distance of 100.00 feet; thence run South 89°54'06" East a distance of 50.00 feet to the East right-of-way line of NW 43rd Street (100'R/W); thence run North 00°04'48" East along said right-of-way line a distance of 293.50 feet to the Point of Beginning, thence continue North 00°04'48" East, along said right of way line a distance of 489.36 feet to the point of curvature of a curve having a radius of 25.00 feet, a central angle of 90°00'00" and being concave Southeasterly; thence run Northeasterly along the arc of said curve an arc distance of 39.27 feet, said arc being subtended by a chord bearing of North 45°04'07" East and a chord distance of 35.36 feet, to the point of tangency of said curve, said point being on the Southerly right-of-way line of NW 26th Lane (50' R/W); thence run South 89°55'12" East along said right-of-way line an arc distance of 13.58 feet to the point of curvature of a curve having a radius of 340.00 feet, a central angle of 26°34'59" and being concave Northwesterly; thence run Northeasterly along the arc of said right-of-way curve an arc distance of 157.75 feet, said arc being subtended by a chord bearing of North 75°41'24" East and a chord distance of 156.33 feet, to the point of reverse curvature of a curve having a radius of 265.00 feet, a central angle of 53°25'55" and being concave Southerly; thence run Northeasterly and Southeasterly along the arc of said right-of-way curve an arc distance of 247.13 feet, said arc being subtended by a chord bearing of North 89°06'54" East and a chord distance of 238.27 feet to the point of tangnecy of said curve; thence run South 64°10'09" East along said right-of-way line a distance of 102.83 feet; thence run S27°05'54"W, 59.15 feet;thence run S59°05'54"W, 110.00 feet; thence run S00°35'54"W, 127.00 feet; thence run S41°54'06"E, 38.00 feet; thence run S01°05'54"W, 31.00 feet; thencerun S44°54'06"E, 44.00 feet; thence run S00°05'54"W, 186.00 feet; thence run North 89°54'06" West a distance of 455.00 feet to the Point of Beginning, said parcel of land containing 5.618 acres, more or less.

NMEeas

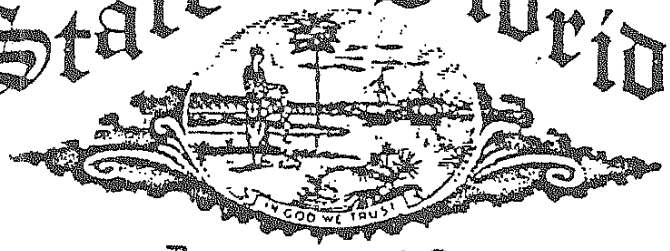
EXHIBIT A-2

A parcel of land situated in Section 26, Township 9 South, Range 19 East, in the City of Gainesville, Alachua County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section 26, and run North 00°04'48"East, along the west line of said Section a distance of 100.00 feet; thence run South 89°54'06"East a distance of 50.00 feet to the east right-of-way line of N.W. 43 Street (100' R/W); thence run North 00°04'48"East along said right-of-way line a distance of 293.50 feet; thence run South 89°54'06"East, 455.00 feet to the Point of Beginning; thence run North 00°05'54"East, 186.00 feet; thence run North 44°54'06"West, 44.00 feet; thence run North 00°05'54"East, 31.00 feet; thence run North 41°54'06"West, 38.00 feet; thence run North 00°35'54"East, 127.00 feet; thence run North 59°05'54"East, 110.00 feet; thence run North 27°05'54"East, 59.15 feet to the southerly right-of-way line of N.W. 25th Place; thence run South 64°10'09"East, along said right-of-way line, 84.00 feet; thence run southeasterly, along a curve concave southwesterly, said curve having a central angle of 63°51'27", a radius of 329.75 feet, an arc of 367.52 feet and a chord of South 32°14'26"East, 348.79 feet to the westerly right-of-way line of N.W. 41 Street; thence run South00°18'42"East, along said right-of-way line, 181.55 feet; thence run North 89°54'06"West, 329.25 feet to the Point of Beginning, containing 3.487 acres more or less.

EXHIBIT B

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THORNBROOK VILLAGE MAINTENANCE, INC.

a corporation organized under the Laws of the State of Florida, filed on July 9, 1984.

The charter number for this corporation is N04080.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 9th day of July, 1984.

George Firestone
Secretary of State

CER-101

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ARTICLES OF INCORPORATION

OF

THORNEBROOK VILLAGE MAINTENANCE, INC.

(A Corporation Not For Profit)

FILED
JUL 6 | 25 PM '84
SECRETARY OF STATE

In order to form a corporation under the provisions of Chapter 617 of the laws of the State of Florida for the Formation of Corporations Not For Profit, we, the undersigned, hereby create a corporation for the purpose and with the powers hereinafter mentioned.

ARTICLE I

The name of the corporation shall be THORNEBROOK VILLAGE MAINTENANCE, INC. (hereinafter referred to as the "Association").

ARTICLE II

The purposes and objects of the Association shall be to serve as an entity pursuant to Section 718.111, Florida Statutes, hereinafter called the "Condominium Act", and to administer the operation and management of THORNEBROOK VILLAGE, a condominium, to be established in accordance with the Condominium Act by the recording of a Declaration of Condominium with respect to the following described property, situate, lying and being in Alachua County, Florida, to-wit:

See Exhibit "A"

and to undertake the performance of the acts and duties incident to and administration of the operation and management of said Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation, and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Alachua County, Florida; 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 said Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members, and the Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to Corporations Not For Profit under the law pursuant to which this Association is chartered and not in conflict with the Condominium Act of the State of Florida or these Articles of Incorporation.

2. The Association shall have all of the powers and duties set forth in the Condominium Act.

3. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, including but not limited to, the following:

a) To make and establish reasonable rules and regulations governing the use of Units and common elements in said Condominium as said terms may be defined in said Declaration of Condominium to be recorded.

b) To buy, sell, lease, mortgage or otherwise deal with any and all property, whether real or personal.

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c) To levy and collect assessments against members of the Association to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the Bylaws of this Association which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Units in said Condominium.

d) To maintain, repair, replace, operate and manage the Condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvements of Condominium property.

e) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association.

f) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the Rules and Regulations governing the use of said Condominium as may be hereafter established.

g) To approve or disapprove the transfer, lease, mortgage and ownership of Units as may be provided by the Declaration of Condominium and by the Bylaws.

h) To execute, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Condominium aforementioned.

i) All funds and the titles to all property acquired by the Association, and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

ARTICLE IV

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

1. The record owners of all Units in said Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except as provided in item 5. of Article IV hereof.

2. Membership shall be acquired by recording in the Public Records of Alachua County, Florida, a deed or other instrument establishing record title to a Unit in THORNEBROOK VILLAGE, a condominium, the owner(s) designated by such instrument thus becoming members of the Association, and the membership of the prior owner being thereby terminated, provided, however that any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

3. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purpose authorized herein, in the Declaration of Condominium, and in the Bylaws which may be hereafter adopted.

4. On all matters on which the membership shall be entitled to vote, there shall be only those votes for each unit as set forth in the Declaration of Condominium, notwithstanding the fact that the Unit is owned by more than one person, and such vote or votes may be exercised by the owner or owners of each Unit in such manner as may be provided in the Bylaws hereafter

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adopted by the Association. Should any owner or owners own more than one Unit, such owner or owners shall be entitled to exercise or cast as many votes as are allocated to the particular Units owned, in the manner provided by the Bylaws.

5. Until such time as the land described in Exhibit "A" shall be submitted to a Plan of Condominium Ownership by the recordation of a Declaration of Condominium, the membership of the Association shall be comprised of the subscribers to these Articles.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

The principal office of the Association shall be located at the condominium property in Alachua County, Florida, 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; furthermore, the Board of Directors may from time to time relocate the aforesaid principal office.

ARTICLE VII

1. The Affairs of the Association shall be managed by a Board of Directors. The number of persons which will constitute the entire Board of Directors shall be not less than three (3) nor more than five (5). When Unit Owners other that Thornebrook Village, Inc., hereinafter called "Developer", own at least six (6) units, said unit owners shall be entitled to elect no less than one-third of the Directors

Unit Owners other than the Developer shall be entitled to elect a majority of the directors upon the earliest of the following:

(a) Three years after 50% of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90% of the Units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all of the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business, or

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business.

After the Developer ceases to own any Units, all directors shall be elected by Unit Owners.

2. The number of directors constituting the initial Board of Directors of the corporation is three (3). The names and addresses of said persons who are to serve on the initial Board of Directors are:

Name	Address
RICHARD D. TARBOX	2727 NW 43rd Street, Gainesville, FL
PAUL W. McARTHUR	119 SW 75th Terrace, Gainesville, FL
MELISSA JAY MURPHY	1240 NW 11th Avenue, Gainesville, FL

ARTICLE VIII

The affairs of the Association shall be administered by the officers in accordance with the Bylaws. The president and such other officers as the Board of Directors may from time to time designate shall constitute the

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officers of the Association. The officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Name	Office	Address
RICHARD D. TARBOX	President	2727 NW 43rd St. Gainesville, Florida
PAUL W. McARTHUR	Vice-Pres.	119 SW 75th Terr. Gainesville, Florida
MELISSA JAY MURPHY	Sec./Treas.	1240 NW 11th Ave. Gainesville, Florida

ARTICLE IX

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors and the members of this Association.

ARTICLE X

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

The Board of Directors may, and shall if the same is reasonably available, purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance should be paid by the Unit owners as part of the common expense.

ARTICLE XI

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the directors, or by the members of the Association owning a majority of the Units whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the president of the Association, or other officer of the Association in the absence of the president, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears in the records of the Association and the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such member. At

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such meeting, the amendment or amendments proposed must be approved by an affirmative vote of a majority of the Board of Directors and an affirmative vote of the members owning not less than seventy-five percent (75%) of the units in order for such amendment or amendments to be effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of the State of Florida and upon the registration of such amendment or amendments with the said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Alachua County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented there by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

Provided, however, that no amendment shall make changes in the qualifications for membership nor the voting rights of the members, nor change in Article III, Paragraph 3.i), without approval in writing of all members and the joinder of all record owners of mortgages on the Units, including the Developer. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

Notwithstanding the foregoing, any amendment signed by the owners of all the Units shall become immediately effective.

ARTICLE XII

In the absence of fraud, no contract or other transaction between the Association and any other person, firm, corporation or partnership shall be affected or invalidated by reason of the fact that any director or officer of the Association is pecuniarily or otherwise interested therein.

ARTICLE XIII

The name and address of the subscribers to these Articles of Incorporation are as follows:

Name	Address
RICHARD D. TARBOX	2727 NW 43rd St., Gainesville, FL
PAUL W. McARTHUR	119 SW 75th Terr., Gainesville, FL
MELISSA JAY MURPHY	1240 NW 11th Ave., Gainesville, FL

ARTICLE XIV

The initial registered agent of the Association is RICHARD D. TARBOX and the street address of the initial registered office of the Association is 2727 NW 43rd Street, Gainesville, Florida. This corporation shall have the right to change such registered agent and office from time to time as provided by law.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 6th day of July, 1984.

Richard D. Tarbox (SEAL)
RICHARD D. TARBOX

Paul W. McArthur (SEAL)
PAUL W. McARTHUR

Melissa Jay Murphy (SEAL)
MELISSA JAY MURPHY

FILED

SECRETARY OF STATE

RECORDER'S MEMO: LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED.

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STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 6th day of July, 1984, by RICHARD D. TARBOX, PAUL W. McARTHUR and MELISSA JAY MURPHY.

Carol W. Quenzer
NOTARY PUBLIC, State of Florida
at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 28, 1988
Bonded Thru Troy Fain-Insurance, Inc.

FILED
JUL 6 12 11 PM '84
SECRETARY OF STATE

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EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land situated in Section Twenty-six (26), Township Nine (9) South, Range Nineteen (19) East, in the City of Gainesville, Alachua County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section Twenty-Six (26), and run North 00°04'48" East, along the West line of said Section a distance of 100.00 feet; thence run South 89°54'06" East a distance of 50.00 feet to the East right-of-way line of NW 43rd Street (100 foot right-of-way); thence run North 00°04'48" East along said right-of-way line a distance of 293.50 feet to the Point of Beginning; thence continue North 00°04'48" East, along said right-of-way line a distance of 489.36 feet to the point of curvature of a curve having a radius of 25.00 feet, a central angle of 90°00'00" and being concave Southeasterly; thence run Northeasterly along the arc of said curve an arc distance of 39.27 feet, said arc being subtended by a chord bearing of North 45°04'07" East and a chord distance of 35.36 feet, to the point of tangency of said curve, said point being on the Southerly right-of-way line of NW 26th Lane (50 foot right-of-way); thence run South 89°55'12" East along said right-of-way line an arc distance of 13.58 feet to the point of curvature of a curve having a radius of 340.00 feet, a central angle of 26°34'59" and being concave Northwesterly; thence run Northeasterly along the arc of said right-of-way curve an arc distance of 157.75 feet, said arc being subtended by a chord bearing of North 75°41'24" East and a chord distance of 156.33 feet, to the point of reverse curvature of a curve having a radius of 265.00 feet, a central angle of 53°25'55" and being concave Southerly; thence run Northeasterly and Southeasterly along the arc of said right-of-way curve an arc distance of 247.13 feet, said arc being subtended by a chord bearing of North 89°06'54" East and a chord distance of 238.27 feet to the point of tangency of said curve; thence run South 64°10'09" East along said right-of-way line a distance of 186.83 feet to the point of curvature of a curve having a radius of 329.75 feet, a central angle of 63°51'27" and being concave Southwesterly; thence run Southeasterly along the arc of said right-of-way curve an arc distance of 367.52 feet, said arc being subtended by a chord bearing of South 32°14'26" East and a chord distance of 348.79 feet to the point of tangency of said curve, said point being on the West right-of-way line of NW 41st Street (50 foot right-of-way); thence run South 00°18'42" East, along said right-of-way line a distance of 181.55 feet; thence run North 89°54'06" West a distance of 784.25 feet to the Point of Beginning, said parcel of land containing 9.105 acres, more or less.

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED AND NAMES AND ADDRESSES OF THE OFFICERS AND DIRECTORS.

FILED
SECRETARY OF STATE
JUL 9 1 25 PM '84

The following is submitted in compliance with Chapter 607.037, F.S.:

THORNEBROOK VILLAGE MAINTENANCE, INC., a Non-Profit Corporation organized under the laws of the State of Florida with its principal office at

2441 N. W. 43rd Street, Gainesville, Florida 32601, has named RICHARD D. TARBOX, located at 2727 N. W. 43rd Street, Gainesville, Florida, 32601, as its agent to accept service of process within the State.

NEWLY ELECTED OFFICERS:

NAME & TITLE	ADDRESS
RICHARD D. TARBOX, President	2727 N. W. 43rd St. Gainesville, Florida 32601
PAUL W. McARTHUR, Vice President	119 S. W. 75th Terrace Gainesville, Florida 32601
MELISSA JAY MURPHY Secretary/Treas.	1240 N. W. 11th Avenue Gainesville, Florida 32601

NEWLY APPOINTED DIRECTORS:

NAME	ADDRESS
RICHARD D. TARBOX	2727 N. W. 43rd St. Gainesville, Florida 32601
PAUL W. McARTHUR	119 S. W. 75th Terrace Gainesville, Florida 32601
MELISSA JAY MURPHY	1240 N. W. 11th Avenue Gainesville, Florida 32601

Richard D. Tarbox
(Corporate Officer)

I agree as Registered Agent to accept service of process; to keep the office open during prescribed hours; to post my name in some conspicuous place in the office as required by law.

Richard D. Tarbox
RICHARD D. TARBOX,
Registered Agent

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BYLAWS

OF

THORNEBROOK VILLAGE MAINTENANCE, INC.

(A Corporation Not For Profit Under
The Laws of the State of Florida)

ARTICLE I

1. These are the ByLaws of THORNEBROOK VILLAGE MAINTENANCE, INC., a corporation not for profit under the laws of the State of Florida, hereinafter called "Association." The Association has been organized for the purpose of administering the operation and management of THORNEBROOK VILLAGE, a condominium, to be established in accordance with the Condominium Act of the State of Florida by the recording of a Declaration of Condominium with respect to the following described property, situated, lying and being in Alachua County, Florida, to-wit:

See attached Schedule of Property.

2. The office of the Association shall be at the condominium property in Gainesville, Florida, or such place as the Board of Directors may determine from time to time.

3. The fiscal year of the Association shall be from January 1 to December 31; however, the Board of Directors is expressly authorized to adopt a different fiscal year at such time as the Board deems advisable.

4. As used herein, the term "Developer" shall mean and refer to THORNEBROOK DEVELOPMENT CORPORATION. For convenience, these bylaws may sometimes be referred to as the "bylaws"; the articles of incorporation of the Association as the "articles"; and the declaration of condominium for the condominium as the "declaration." The other terms used in these bylaws shall have the same definitions and meaning as those set forth in F.S. Chapter 718, The Condominium Act (the Act), as well as those set forth in the declaration and the articles, unless provided to the contrary in these bylaws, or unless the context otherwise requires.

ARTICLE II

Membership, Voting, Quorum, Proxies

1. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members shall be set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which said Article IV of the Articles of Incorporation are incorporated herein by reference.

2. At meetings of the members, a quorum shall consist of persons present in person or by proxy, entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Act.

3. The vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Unit and filed with the secretary of the Association, and such certificate shall be valid until revoked by

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subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

4. Votes may be cast in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than 90 days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the unit owner executing it. The proxy shall be signed by the unit owner or owners (if more than one) or by the appropriate officer or partner of a corporation or partnership or other designated person mentioned in paragraph 3. above, or the duly authorized attorney-in-fact of that person or persons (provided the power of attorney is filed with the secretary of the association). The proxy shall be filed with the secretary before or at the meeting for which the proxy is given.

5. Approval or disapproval by the owner of a Unit on any matter, whether or not the subject of an Association meeting, shall be by the same person designated in the above described certificate.

ARTICLE III

Annual and Special Meetings of Membership

1. The annual members' meeting shall be held at the office of the Association at least once each calendar year at a time designated by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2. Special Members' Meetings shall be held whenever called by the president or vice-president or by a majority of the Board of Directors. Special meetings must be called by such officers upon receipt of a written request from members of the Association owning not less then 10% of the Units.

3. Written notice of all members' meetings, regular or special, shall be given by the president or vice-president or secretary of the Association, or other officer of the Association in the absence of such officers, to each member; and such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less then fourteen (14) days or more than sixty (60) days prior to the date set for such meeting. Unless a member waives in writing the right to receive notice of the annual meeting by mail, the notice shall be sent by mail to each member, and the post office certificate of mailing shall be retained as proof of such mailing. If presented personally, receipt of such notice shall be signed by the member indicating the date on which said notice was received by him. Additionally, written notice of such meeting shall be posted conspicuously on the Condominium Property at least fourteen (14) days prior to the date of said meeting. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, at, or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. The provision of this section, as applicable, shall be modified by paragraphs 4, 5, 6 & 7 of this Article III. If any members' meeting cannot be organized because of a lack of quorum or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required, as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Condominium, the members who are present, whether in person or by proxy, may adjourn the meeting until a quorum or the required percentage of attendance, if greater than a quorum, is present. The time and place to which the meeting is adjourned shall be announced at

the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

4. Notice of Budget Meeting. The board of directors shall mail a notice and a copy of the proposed annual budget to the unit owners not less than 30 days before the meeting at which the board will consider the budget.

5. Notice of Meeting to Consider Excessive Budget. If a budget adopted by the board of directors requires assessment against the unit owners for any calendar year exceeding 115% of the assessment for the preceding year, the board; on written application of 10% of the Unit Owners, shall call a special meeting of the Unit Owners within 30 days, on not less than 10 days' written notice to each unit owner.

6. Notice of Meeting to consider recall of board member. A special meeting of the unit owners to recall a member or members of the board of directors may be called by 10% of the unit owners giving notice of the meeting as required for a meeting of unit owners, and stating the purpose of the meeting.

7. Within sixty (60) days after Unit Owners other than developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a membership meeting to be held for the purpose of electing such new director(s). Such meeting may be called and notice given by any Unit Owner if the Association shall fail to do so in the time required.

8. Not later than sixty (60) days after Unit Owners other than the developer elect a majority of the members of the Board of Directors, a membership meeting shall be held for the purpose of allowing the developer to relinquish control of the Association to the members and to deliver to the Association the property of the Unit Owners and of the Association held by or controlled by the developer, including but not limited to, all items listed in Section 718.301, Florida Statutes.

9. At members' meetings, the president shall preside, or in his absence, the vice-president shall preside, or in the absence of both, the membership shall select a chairperson.

10. The order of business at annual members' meetings and, as far as practical, at all other members' meetings, shall be as follows:

a) Call of the roll and certifying of proxies.

b) Proof of notice of meeting or of waiver of notice.

c) Reading of minutes.

d) Reports of officers.

e) Reports of committees.

f) Election of directors.

g) Unfinished business.

h) New business.

i) Adjournment.

11. Notwithstanding anything herein contained, until the developer has completed all of the contemplated improvements and has closed sales of all of the Units, or until one (1) year from the date the Declaration of Condominium is recorded, or until the developer elects to terminate his control of the Condominium, whichever shall occur first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

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

13. Action by members without a meeting. Unit Owners may take action by written agreement without a meeting, as long as written notice is given to the unit owners in the manner prescribed elsewhere in these bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these bylaws. The decision of a majority of the unit owners, or a larger vote as otherwise may be required by the Act, the declaration, the Articles or these bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members.

ARTICLE IV

Directors

DIRECTOR Nominations

1. The affairs of the association shall be managed initially by a board of three directors selected by the developer. When unit owners other than the developer are entitled to elect a majority of the directors, the board shall be composed of any odd number of directors that the unit owners may decide. The number of directors, however, shall never be less than three. Other than those selected by the developer, directors must be either unit owners; tenants residing in the condominium; officers of a corporate unit owner; or partners of a partnership unit owner. No director (except those selected by the developer) shall continue to serve on the board after he ceases to be a unit owner or tenant residing in the condominium.

Board Vacancies

2. Election of directors, other than directors appointed by developer, shall be conducted in the following manner:

a) Election of directors shall be held at the annual membership meeting.

b) Nominations shall be made from the floor of such meeting.

c) The election shall be by written ballot (unless dispensed of by unanimous consent) and by a plurality of the votes cast. Each member or proxy holder shall be entitled to cast the number of votes set forth in Article 9 of the Declaration of Condominium for each Unit owned, for each director to be elected; provided, however, there shall be no cumulative voting.

d) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority of the remaining directors except as to vacancies created by removal of directors by members. Any director elected to fill a vacancy shall hold office only until the next election of directors by the members irrespective of the length of the remaining term of the vacating director.

e) Any director, except those selected by the Developer, may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. If more than one director is subject to recall, there shall be a separate vote on the question to remove each director.

f) Notwithstanding anything herein contained, so long as the developer is entitled to appoint any director of the Association, the developer shall have the right to remove any director appointed by it, and to fill any vacancy created by such removal or the death, resignation or inability to serve further of any director originally appointed by it.

3. Election of directors by unit owners other than the developer.

a) One third. When unit owners other than the developer own 15% or more of the units in any one condominium that will be operated ultimately by the association, they shall be entitled to elect no less than one third of the members of the board of directors.

b) Majority. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of directors at the earliest of:

i) three years after 50% of the units that ultimately will be operated by the association have been conveyed to purchasers; or

ii) three months after 90% of the units that ultimately will be operated by the association have been conveyed to purchasers; or

iii) when all the units that will ultimately be operated by the association have been completed, some of them having been conveyed to purchasers and none of the others being offered for sale by the developer in the ordinary course of business; or

iv) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business.

c) Developer member. The developer is entitled to elect at least one member of the board of directors as long as the developer holds for sale in the ordinary course of business at least 4% of the units that will ultimately be operated by the association, if that number shall be fewer than 500 units, and 2% if that number shall be more than 500 units.

d) Election. Within 60 days after the unit owners, other than the developer, are entitled to elect a member or members of the board of the directors, the association shall call a meeting of the unit owners to elect the member or members of the board of directors. The association shall give not less than 30 days nor more than 40 days notice of such a meeting. The meeting may be called and the notice given by any unit owner if the association fails to do so.

e) Relinquishment of control. Either before or not more than 60 days after the time that unit owners other than the developer elect a majority of the members of the board of directors, the developer shall relinquish control of the association and the unit owners shall accept control. Simultaneously, the developer shall deliver to the association all property of the unit owners and of the association held or controlled by the developer, including but not limited to those items specified in the Act.

f) Compelling compliance. In any action brought to compel compliance with F.S. 718.301 regarding transfer of association control and election of directors by unit owners other than the developer, the summary procedure provided for in F.S. 51.011 may be employed, and the prevailing party shall be entitled to recover reasonable attorneys' fees.

g) Early transfer. Nothing contained in this section shall be deemed to prevent the developer from transferring control of the association to unit owners other than the developer before the occurrence of the events described in this section.

4. Each director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in 2(e). The members, however, at any annual meeting after the developer has relinquished control of the association, and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two or three years, so that a system of staggered terms will be initiated.

5. Any director may resign at any time by sending or personally delivering a written notice of resignation to the association, addressed to the secretary. The resignation shall take effect on receipt by the secretary,

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unless it states differently. Any board member elected by the unit owners who is absent from more than three consecutive regular meetings of the board, unless excused by resolution of the board, shall be deemed to have resigned from the board of directors automatically, effective when accepted by the board. Any board member more than 30 days delinquent in the payment of an assessment shall be deemed to have resigned from the board, effective when the resignation is accepted by the board of directors.

6. The organizational meeting of a newly elected Board of Directors shall be held not more than ten (10) days after their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary except as set forth in paragraph ___ of this Article IV.

7. At least one regular meeting of the Board of Directors shall be held annually and shall be held immediately following the annual membership meeting and at the same location. Notice of regular meetings shall be given to each director in writing personally or by mail, telephone, or telegraph, at least seven (7) days prior to the day named for such meeting.

8 Special meetings of the directors may be called by the president and must be called by the secretary at the written request of two-thirds (2/3) of the directors. Not less than three (3) days notice of the meeting shall be given to each director in writing, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

9. Any director may waive notice of a meeting before, at, or after the meeting, and such waiver shall be deemed to be equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of the meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business on the ground that the meeting is not lawfully called.

10. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors as required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or the Act.

11. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting, until such time as a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

12. The presiding officer of directors' meeting shall be the president; and if absent, the vice-president shall preside. In the absence of such presiding officer, the directors present shall designate one of their number to preside at such meeting.

13. The order of business at directors' meetings shall be as follows:

a) Call of the roll.

b) Proof of due notice of meeting.

c) Reading of minutes and disposal of any unapproved minutes.

d) Reports of officers and committees.

e) Election of officers (annually).

f) Unfinished business.

g) New business.

h) Adjournment.

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14. Minutes of all meetings of the directors shall be kept in a business-like manner and be available for inspection by Unit Owners and Board members at all reasonable times.

15. All Meetings of the Board of Directors shall be open to all Unit Owners, and the secretary of the Association shall conspicuously post a notice to Unit Owners, notifying them of an upcoming meeting of the Board, at least forty-eight (48) hours before such meeting, except when an emergency meeting of the Board is required. No unit owner, however shall be entitled to participate in the meeting unless specifically invited to do so by the Board.

16. Emergency meetings of the Board of Directors may be held by the directors conferring with each other by telephone. In such event, the signature of a director on the minutes of any such meeting shall conclusively establish said director's presence at, and joinder in, such meeting for purposes of determining a quorum, and unless a contrary vote is indicated, shall establish said directors' vote in favor of actions approved by the Board during such meeting.

17. Directors shall not be entitled to any fees or compensation for their services as directors, other than reimbursement for direct expenses reasonably incurred in the discharge of their duties.

18. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws should be exercised exclusively by the Board of Directors, representatives appointed by the Board, its agents, contractors or employees, subject to approval by the members only when such approval is specifically required by appropriate documents. Such powers and duties shall include, but not necessarily be limited to, the following:

a) Financial. To make and collect assessments; disburse funds in its possession and the exercise of its powers and duties; pay taxes, assessments and fines which are liens against any part of the Condominium other than the individual Units owned by other than the Association.

b) Control. Maintain, repair, replace and operate Condominium property; purchase insurance upon the Condominium property and insurance for the protection of the Association and its members; reconstruct improvements after casualty and, pursuant to the Declaration of Condominium, further improve the Condominium property; make, from time to time, reasonable rules and regulations respecting the use of the common elements and the common areas; employ personnel for reasonable compensation to perform the services required for the proper administration of the purposes of the Association.

c) Management Control. To contract the maintenance, management or operation of Condominium property, and to delegate to the manager all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these Bylaws to have approval of the Board of Directors or the membership of the Association. No such management contract shall be construed to be invalid by reason of the Association's delegation or assignment of its rights, duties, privileges or responsibilities as set forth in the Condominium Act or Declaration.

d) Enforcement. To enforce the terms and conditions of the Declaration and the rules and regulations as adopted from time to time; to impose fines on unit owners in such reasonable sums as they may deem appropriate, not to exceed $500.00, for violations of the declaration, the articles, these bylaws and the rules and regulations, by owners or their tenants. The board may collect those fines as an assessment in one or more installments. No fine shall be imposed until the offending party (which shall always include the unit owners) has been given written notice of the violation and an opportunity to appear and be heard before the board of directors.

ARTICLE V

Officers

1. The executive officers of the Association shall be a president, who shall be a director; a vice-president, who shall be a director; a treasurer and a secretary, all of whom shall be elected annually by the Board of Directors and who may preemptorily be removed by a two-thirds (2/3) vote of the directors present at any duly constituted meeting. Any person may hold two or more offices, except that the president shall not also be the secretary. The Board of Directors shall, from time to time, elect such officers and designate their powers and duties as the Board shall find to be required to manage the affair of the Association. A vacancy in any office shall be filled by the Board of Directors.

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 president of an Association including, but not limited to, the responsibility to serve as chairman of all Board meetings and members' meetings, the power to appoint committees from among the members from time to time as he may in his discretion deem appropriate, and to assist in the conduct of the affairs of the Association.

3. The vice-president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

4. The secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and service of all notices to the members and directors, and such other notices as may be required by law. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an Association and as may be required by the directors or president. If so directed by the Board of Directors, the duties of secretary may be filled by a manager employed by the Association.

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; keep the books of the Association in accordance with good accounting practices; make provision for collection of assessments, and all other duties incident to the office of the treasurer. If so directed by the Board of Directors, the duties of treasurer may be fulfilled by a manager employed by the Association.

6. No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken by a duly constituted membership meeting. No officer who is a designee of the developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or any such corporation in which a director or officer of the Association may be a stockholder, officer, director or employee for the managements of the Condominium for such compensation as shall be mutually agreed between the Board and such officer or director.

ARTICLE VI

Fiscal Management

The provisions for fiscal management of the Association, set forth in the Declaration of Condominium and Articles of Incorporation, shall be supplemented by the following provisions:

1. The Association shall maintain separate accounts under the following classifications as shall be appropriate:

a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements.

b) Reserve amounts classified as appears below. Any or no amount may be budgeted for said reserve in the sole discretion of the Board of Directors.

i) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

ii) Reserve for replacement, which shall include funds for repair or replacements required because of damage, depreciation or obsolescence.

iii) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which may be a part of the common elements.

c) Within 60 days after the end of each fiscal year, the board of directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipt and expenditures for the previous 12 months.

2. The Association shall maintain an assessment roll which shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account, and the balance due upon assessments.

3. The Board of Directors shall adopt a budget and an assessment notice for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for such reserves as may be established. The budget shall be adopted at a special meeting of the board called for that purpose at least 45 days before the end of the fiscal year. The adoption of the budget shall comply with the requirements hereinafter set forth:

a) A copy of the proposed budget of common expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of the meeting indicating the time and place of such meeting.

b) If a budget adopted by the board of directors requires assessment against the unit owners in any fiscal year exceeding 115% of the assessment for the previous year, the board, on written application of 10% of the unit owners shall call a special meeting of the unit owners within 30 days. The special meeting shall be called on not less then ten days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget by not less than a majority vote of all unit owners. Provisions for reasonable reserves for repair or replacement of the condominium property, nonrecurring expenses and assessments for betterments to the condominium property shall be excluded from the computation in determing whether assessments exceed 115% of similar assessments in the previous year.

c) Anything to the contrary notwithstanding, the Board of Directors may, in any event, propose a budget to the Unit Owners at a meeting of members, or by writing, and if such budget or proposed budget be approved by the Unit Owners at the meeting or by majority of their whole number by a writing, the budget shall be adopted.

d) As long as the developer is in control of the board of directors, the board shall not impose an assessment for any year greater than 115%

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of the previous year's assessments without approval of a majority of all unit owners.

4. Assessments against the Unit Owners for their share of the items of the budget shall be made annually and in advance for the fiscal year, on or before thirty (30) days preceding the commencement of the fiscal year for which the assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the fiscal year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing on the first day of the next ensuring month. Provided nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

5. Special Assessments. Special assessments, if required, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds: (i) those chargeable to all members in the same proportions as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the common elements (including fixtures and personal property related thereto) and for such other purposes as shall have been approved by the members at a duly convened meeting; and (ii) those assessed against one member alone to cover repairs or maintenance for which such member is responsible and which he has failed to make, which failure impairs the value of, or endangers the common elements of the Condominium, or which are for expenses incident to the abatement of a nuisance within his Unit.

6. Remedies and Acceleration of Assessment Installments upon Default; Lien. If a Condominium Unit Owner shall be in default in the payment of an installment upon an assessment for a period of ten (10) days, the Board of Directors may impose a late fee of Ten and No/100 Dollars ($10.00) and/or accelerate the remaining installments of the assessment upon notice to the Condominium Unit Owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice but not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. In the event of any default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the Unit Owner shall include reasonable attorneys' fees and court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien, including attorneys' fees and court costs on any appeal. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

7. Recognizing that it is extremely difficult to adopt a budget for each fiscal year that exactly coincides with the actual expenses during the year, the Board of Directors shall report to the Unit Owners at the annual meeting of such owners, the amount, if any, by which assessments for the preceding fiscal year have exceeded the expenditures of the Association. Such excess may be applied against the following year's assessment or to the reserve accounts.

8. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such

accounts shall be only by checks signed by such persons as are authorized by the directors.

9. Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

ARTICLE VII

Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws, or with the Statutes of the State of Florida.

ARTICLE VIII

Roster of Unit Owners and Mortgagees

Each Unit Owner shall file with the Association a copy of the deed or other instrument showing his ownership, together with a copy of any mortgage on his unit and any satisfaction of that mortgage. The association shall maintain these documents in a suitable binder for reference as may be required in the exercise of its powers and duties.

ARTICLE IX

Compliance and Default

1. Violations, notice, actions. In the case of a violation (other than the nonpayment of an assessment) by a unit owner of any of the provisions of the Act, the declaration, the articles, these bylaws or any lawfully adopted rules and regulations, the association by direction of its board of directors may transmit to the unit owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of 30 days from the date of the notice, the association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

a) File an action to recover for its damages on behalf of the association or on behalf of other unit owners.

b) File an action for injunctive relief requiring the offending unit owner to take or desist from taking certain actions.

c) File an action for both damages and injunctive relief.

A unit owner may bring an action against the association for damages, injunctive relief, or both, if the association fails to comply with the provisions of the Act, the declaration, the articles, these bylaws or the rules and regulations.

2. Attorneys' fees. In any action brought pursuant to these provisions, the prevailing party is entitled to recover reasonable attorney's fees.

3. No waiver of rights. Neither a unit owner nor the association may waive a provision of the Act if that waiver would adversely affect the rights of a unit owner or the purposes of the provision, except that unit owners or board members may waive notice of specific meetings in writing.

ARTICLE X

Arbitration of Internal Disputes

Internal disputes arising from the operation of the condominium among unit owners, the association and their agents and assigns may be resolved by voluntary binding arbitration. Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision shall be admissable in court. Any party may seek enforcement of the arbitrator's decision in a court of competent jurisdiction.

ARTICLE XI

Liability Survives Membership Termination

Termination of membership in the association shall not relieve or release a former member from any liability or obligation incurred with respect to the condominium during the period of membership, nor impair any rights or remedies that the association may have against the former member arising out of his membership and his covenants and obligations incident to that membership.

ARTICLE XII

Priorities in Case of Conflict

In the event of conflict between or among any of the following, the order of priorities shall be, from highest priority to lowest:

1. The declaration
2. The articles
3. The bylaws
4. The Act
5. The rules and regulations

ARTICLE XIII

Defective Condominium Documents

The association or a unit owner may petition the circuit court having jurisdiction in the county in which the condominium property is situated to correct an error or omission in the declaration or any other documents required to establish the condominium that affects its valid existence, and which errors or omissions are not correctable by the amendment procedures in the declaration or the Act. In any case, after three years from the filing of the declaration, it shall be deemed to be effective under the Act to create a condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

ARTICLE XIV

Amendments to Bylaws

Amendments to these Bylaws shall be proposed and adopted in the following manner:

1. Amendments to these Bylaws may be proposed by a majority of the Board of Directors of the Association or upon vote of a majority of the Unit Owners, whether meeting as members, or by written instrument, signed by them.

2. Upon any amendment or amendments to these Bylaws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the president of the Association who shall

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thereupon call a special joint meeting of the Board of Directors of the Association and the membership for a date not sooner then twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as the notice of the call of a special meeting of the members, as herein set forth.

3. In order for such amendment or amendments to become effective, the same shall be approved by an affirmative vote of the majority of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds (2/3) of the Units in the Condominium. Thereupon such amendment or amendments to these Bylaws shall be transcribed and certified by the president and secretary of the Association.

4. Notwithstanding the foregoing, an amendment signed by the owners of all the Units shall become immediately effective.

5. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

6. Notwithstanding anything to the contrary contained herein, no amendment shall discriminate against any Unit Owner nor against any unit or class or group of units unless the Unit Owners so affected consent. No amendment shall be made that is in conflict with the Condominium Act, the Articles of Incorporation or any of the provisions of the Declaration of Condominium. No amendment shall be adopted without the consent and approval of the Developer so long as he shall own two or more condominium units in the Condominium, and be holding said units for sale in the ordinary course of business, and if the effect of the amendment would be to assess the Developer for capital improvements or if the amendment would impair the ability of the Developer to sell said units.

7. These Bylaws shall be deemed amended in those particulars as may be required to make them consistent with the provisions of the Act, as it may be amended from time to time.

ARTICLE XV

Contracts, Checks, Deposits and Funds

1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

2. Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidence or indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer, and countersigned by the president or vice-president of the Association.

3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

4. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

The foregoing was adopted as the Bylaws of THORNEBROOK VILLAGE MAINTENANCE, INC., a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on the 27th day of July, 1984.

Melissa Jay Murphy
MELISSA JAY MURPHY
Secretary

Approved:

Richard D. Tarbox by Melissa Jay Murphy
RICHARD D. TARBOX
President

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EXHIBIT C

BYLAWS

OF

THORNEBROOK VILLAGE MAINTENANCE, INC.

(A Corporation Not For Profit Under
The Laws of the State of Florida)

ARTICLE I

1. These are the ByLaws of THORNEBROOK VILLAGE MAINTENANCE, INC., a corporation not for profit under the laws of the State of Florida, hereinafter called "Association." The Association has been organized for the purpose of administering the operation and management of THORNEBROOK VILLAGE, a condominium, to be established in accordance with the Condominium Act of the State of Florida by the recording of a Declaration of Condominium with respect to the following described property, situated, lying and being in Alachua County, Florida, to-wit:

See attached Schedule of Property.

2. The office of the Association shall be at the condominium property in Gainesville, Florida, or such place as the Board of Directors may determine from time to time.

3. The fiscal year of the Association shall be from January 1 to December 31; however, the Board of Directors is expressly authorized to adopt a different fiscal year at such time as the Board deems advisable.

4. As used herein, the term "Developer" shall mean and refer to THORNEBROOK DEVELOPMENT CORPORATION. For convenience, these bylaws may sometimes be referred to as the "bylaws"; the articles of incorporation of the Association as the "articles"; and the declaration of condominium for the condominium as the "declaration." The other terms used in these bylaws shall have the same definitions and meaning as those set forth in F.S. Chapter 718, The Condominium Act (the Act), as well as those set forth in the declaration and the articles, unless provided to the contrary in these bylaws, or unless the context otherwise requires.

ARTICLE II

Membership, Voting, Quorum, Proxies

1. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members shall be set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which said Article IV of the Articles of Incorporation are incorporated herein by reference.

2. At meetings of the members, a quorum shall consist of persons present in person or by proxy, entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Act.

3. The vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Unit and filed with the secretary of the Association, and such certificate shall be valid until revoked by

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subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

4. Votes may be cast in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than 90 days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the unit owner executing it. The proxy shall be signed by the unit owner or owners (if more than one) or by the appropriate officer or partner of a corporation or partnership or other designated person mentioned in paragraph 3. above, or the duly authorized attorney-in-fact of that person or persons (provided the power of attorney is filed with the secretary of the association). The proxy shall be filed with the secretary before or at the meeting for which the proxy is given.

5. Approval or disapproval by the owner of a Unit on any matter, whether or not the subject of an Association meeting, shall be by the same person designated in the above described certificate.

ARTICLE III

Annual and Special Meetings of Membership

1. The annual members' meeting shall be held at the office of the Association at least once each calendar year at a time designated by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2. Special Members' Meetings shall be held whenever called by the president or vice-president or by a majority of the Board of Directors. Special meetings must be called by such officers upon receipt of a written request from members of the Association owning not less then 10% of the Units.

3. Written notice of all members' meetings, regular or special, shall be given by the president or vice-president or secretary of the Association, or other officer of the Association in the absence of such officers, to each member: and such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less then fourteen (14) days or more than sixty (60) days prior to the date set for such meeting. Unless a member waives in writing the right to receive notice of the annual meeting by mail, the notice shall be sent by mail to each member, and the post office certificate of mailing shall be retained as proof of such mailing. If presented personally, receipt of such notice shall be signed by the member indicating the date on which said notice was received by him. Additionally, written notice of such meeting shall be posted conspicuously on the Condominium Property at least fourteen (14) days prior to the date of said meeting. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, at, or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. The provision of this section, as applicable, shall be modified by paragraphs 4, 5, 6 & 7 of this Article III. If any members' meeting cannot be organized because of a lack of quorum or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required, as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Condominium, the members who are present, whether in person or by proxy, may adjourn the meeting until a quorum or the required percentage of attendance, if greater than a quorum, is present. The time and place to which the meeting is adjourned shall be announced at

the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

4. Notice of Budget Meeting. The board of directors shall mail a notice and a copy of the proposed annual budget to the unit owners not less than 30 days before the meeting at which the board will consider the budget.

5. Notice of Meeting to Consider Excessive Budget. If a budget adopted by the board of directors requires assessment against the unit owners for any calendar year exceeding 115% of the assessment for the preceding year, the board, on written application of 10% of the Unit Owners, shall call a special meeting of the Unit Owners within 30 days, on not less than 10 days' written notice to each unit owner.

6. Notice of Meeting to consider recall of board member. A special meeting of the unit owners to recall a member or members of the board of directors may be called by 10% of the unit owners giving notice of the meeting as required for a meeting of unit owners, and stating the purpose of the meeting.

7. Within sixty (60) days after Unit Owners other than developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a membership meeting to be held for the purpose of electing such new director(s). Such meeting may be called and notice given by any Unit Owner if the Association shall fail to do so in the time required.

8. Not later than sixty (60) days after Unit Owners other than the developer elect a majority of the members of the Board of Directors, a membership meeting shall be held for the purpose of allowing the developer to relinquish control of the Association to the members and to deliver to the Association the property of the Unit Owners and of the Association held by or controlled by the developer, including but not limited to, all items listed in Section 718.301, Florida Statutes.

9. At members' meetings, the president shall preside, or in his absence, the vice-president shall preside, or in the absence of both, the membership shall select a chairperson.

10. The order of business at annual members' meetings and, as far as practical, at all other members' meetings, shall be as follows:

a) Call of the roll and certifying of proxies.

b) Proof of notice o. meeting or of waiver of notice.

c) Reading of minutes.

d) Reports of officers.

e) Reports of committees.

f) Election of directors.

g) Unfinished business.

h) New business.

i) Adjournment.

11. Notwithstanding anything herein contained, until the developer has completed all of the contemplated improvements and has closed sales of all of the Units, or until one (1) year from the date the Declaration of Condominium is recorded, or until the developer elects to terminate his control of the Condominium, whichever shall occur first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

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

13. Action by members without a meeting. Unit Owners may take action by written agreement without a meeting, as long as written notice is given to the unit owners in the manner prescribed elsewhere in these bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these bylaws. The decision of a majority of the unit owners, or a larger vote as otherwise may be required by the Act, the declaration, the Articles or these bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members.

ARTICLE IV

Directors

1. The affairs of the association shall be managed initially by a board of three directors selected by the developer. When unit owners other than the developer are entitled to elect a majority of the directors, the board shall be composed of any odd number of directors that the unit owners may decide. The number of directors, however, shall never be less than three. Other than those selected by the developer, directors must be either unit owners; tenants residing in the condominium; officers of a corporate unit owner; or partners of a partnership unit owner. No director (except those selected by the developer) shall continue to serve on the board after he ceases to be a unit owner or tenant residing in the condominium.

2. Election of directors, other than directors appointed by developer, shall be conducted in the following manner:

a) Election of directors shall be held at the annual membership meeting.

b) Nominations shall be made from the floor of such meeting.

c) The election shall be by written ballot (unless dispensed of by unanimous consent) and by a plurality of the votes cast. Each member or proxy holder shall be entitled to cast the number of votes set forth in Article 9 of the Declaration of Condominium for each Unit owned, for each director to be elected; provided, however, there shall be no cumulative voting.

d) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority of the remaining directors except as to vacancies created by removal of directors by members. Any director elected to fill a vacancy shall hold office only until the next election of directors by the members irrespective of the length of the remaining term of the vacating director.

e) Any director, except those selected by the Developer, may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. If more than one director is subject to recall, there shall be a separate vote on the question to remove each director.

f) Notwithstanding anything herein contained, so long as the developer is entitled to appoint any director of the Association, the developer shall have the right to remove any director appointed by it, and to fill any vacancy created by such removal or the death, resignation or inability to serve further of any director originally appointed by it.

3. Election of directors by unit owners other than the developer.

a) One third. When unit owners other than the developer own 15% or more of the units in any one condominium that will be operated ultimately by the association, they shall be entitled to elect no less than one third of the members of the board of directors.

b) Majority. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of directors at the earliest of:

i) three years after 50% of the units that ultimately will be operated by the association have been conveyed to purchasers; or

ii) three months after 90% of the units that ultimately will be operated by the association have been conveyed to purchasers; or

iii) when all the units that will ultimately be operated by the association have been completed, some of them having been conveyed to purchasers and none of the others being offered for sale by the developer in the ordinary course of business; or

iv) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business.

c) Developer member. The developer is entitled to elect at least one member of the board of directors as long as the developer holds for sale in the ordinary course of business at least 4% of the units that will ultimately be operated by the association, if that number shall be fewer than 500 units, and 2% if that number shall be more than 500 units.

d) Election. Within 60 days after the unit owners, other than the developer, are entitled to elect a member or members of the board of the directors, the association shall call a meeting of the unit owners to elect the member or members of the board of directors. The association shall give not less than 30 days nor more than 40 days notice of such a meeting. The meeting may be called and the notice given by any unit owner if the association fails to do so.

e) Relinquishment of control. Either before or not more than 60 days after the time that unit owners other than the developer elect a majority of the members of the board of directors, the developer shall relinquish control of the association and the unit owners shall accept control. Simultaneously, the developer shall deliver to the association all property of the unit owners and of the association held or controlled by the developer, including but not limited to those items specified in the Act.

f) Compelling compliance. In any action brought to compel compliance with F.S. 718.301 regarding transfer of association control and election of directors by unit owners other than the developer, the summary procedure provided for in F.S. 51.011 may be employed, and the prevailing party shall be entitled to recover reasonable attorneys' fees.

g) Early transfer. Nothing contained in this section shall be deemed to prevent the developer from transferring control of the association to unit owners other than the developer before the occurrence of the events described in this section.

4. Each director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in 2(e). The members, however, at any annual meeting after the developer has relinquished control of the association, and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two or three years, so that a system of staggered terms will be initiated.

5. Any director may resign at any time by sending or personally delivering a written notice of resignation to the association, addressed to the secretary. The resignation shall take effect on receipt by the secretary.

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unless it states differently. Any board member elected by the unit owners who is absent from more than three consecutive regular meetings of the board, unless excused by resolution of the board, shall be deemed to have resigned from the board of directors automatically, effective when accepted by the board. Any board member more than 30 days delinquent in the payment of an assessment shall be deemed to have resigned from the board, effective when the resignation is accepted by the board of directors.

6. The organizational meeting of a newly elected Board of Directors shall be held not more than ten (10) days after their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary except as set forth in paragraph ___ of this Article IV.

7. At least one regular meeting of the Board of Directors shall be held annually and shall be held immediately following the annual membership meeting and at the same location. Notice of regular meetings shall be given to each director in writing personally or by mail, telephone, or telegraph, at least seven (7) days prior to the day named for such meeting.

8 Special meetings of the directors may be called by the president and must be called by the secretary at the written request of two-thirds (2/3) of the directors. Not less than three (3) days notice of the meeting shall be given to each director in writing, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

9. Any director may waive notice of a meeting before, at, or after the meeting, and such waiver shall be deemed to be equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of the meeting, except when attendance is for the exprers purpose of objecting at the beginning of the meeting to the transaction of business on the ground that the meeting is not lawfully called.

10. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors as required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or the Act.

11. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting, until such time as a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

12. The presiding officer of directors' meeting shall be the president; and if absent, the vice-president shall preside. In the absence of such presiding officer, the directors present shall designate one of their number to preside at such meeting.

13. The order of business at directors' meetings shall be as follows:

a) Call of the roll.

b) Proof of due notice of meeting.

c) Reading of minutes and disposal of any unapproved minutes.

d) Reports of officers and committees.

e) Election of officers (annually).

f) Unfinished business.

g) New business.

h) Adjournment.

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14. Minutes of all meetings of the directors shall be kept in a business-like manner and be available for inspection by Unit Owners and Board members at all reasonable times.

15. All Meetings of the Board of Directors shall be open to all Unit Owners, and the secretary of the Association shall conspicuously post a notice to Unit Owners, notifying them of an upcoming meeting of the Board, at least forty-eight (48) hours before such meeting, except when an emergency meeting of the Board is required. No unit owner, however shall be entitled to participate in the meeting unless specifically invited to do so by the Board.

16. Emergency meetings of the Board of Directors may be held by the directors conferring with each other by telephone. In such event, the signature of a director on the minutes of any such meeting shall conclusively establish said director's presence at, and joinder in, such meeting for purposes of determining a quorum, and unless a contrary vote is indicated, shall establish said directors' vote in favor of actions approved by the Board during such meeting.

17. Directors shall not be entitled to any fees or compensation for their services as directors, other than reimbursement for direct expenses reasonably incurred in the discharge of their duties.

18. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws should be exercised exclusively by the Board of Directors, representatives appointed by the Board, its agents, contractors or employees, subject to approval by the members only when such approval is specifically required by appropriate documents. Such powers and duties shall include, but not necessarily be limited to, the following:

a) Financial. To make and collect assessments; disburse funds in its possession and the exercise of its powers and duties; pay taxes, assessments and fines which are liens against any part of the Condominium other than the individual Units owned by other than the Association.

b) Control. Maintain, repair, replace and operate Condominium property; purchase insurance upon the Condominium property and insurance for the protection of the Association and its members; reconstruct improvements after casualty and, pursuant to the Declaration of Condominium, further improve the Condominium property; make, from time to time, reasonable rules and regulations respecting the use of the common elements and the common areas; employ personnel for reasonable compensation to perform the services required for the proper administration of the purposes of the Association.

c) Management Control. To contract the maintenance, management or operation of Condominium property, and to delegate to the manager all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these Bylaws to have approval of the Board of Directors or the membership of the Association. No such management contract shall be construed to be invalid by reason of the Association's delegation or assignment of its rights, duties, privileges or responsibilities as set forth in the Condominium Act or Declaration.

d) Enforcement. To enforce the terms and conditions of the Declaration and the rules and regulations as adopted from time to time; to impose fines on unit owners in such reasonable sums as they may deem appropriate, not to exceed $500.00, for violations of the declaration, the articles, these bylaws and the rules and regulations, by owners or their tenants. The board may collect those fines as an assessment in one or more installments. No fine shall be imposed until the offending party (which shall always include the unit owners) has been given written notice of the violation and an opportunity to appear and be heard before the board of directors.

ARTICLE V

Officers

1. The executive officers of the Association shall be a president, who shall be a director; a vice-president, who shall be a director; a treasurer and a secretary, all of whom shall be elected annually by the Board of Directors and who may preemptorily be removed by a two-thirds (2/3) vote of the directors present at any duly constituted meeting. Any person may hold two or more offices, except that the president shall not also be the secretary. The Board of Directors shall, from time to time, elect such officers and designate their powers and duties as the Board shall find to be required to manage the affair of the Association. A vacancy in any office shall be filled by the Board of Directors.

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 president of an Association including, but not limited to, the responsibility to serve as chairman of all Board meetings and members' meetings, the power to appoint committees from among the members from time to time as he may in his discretion deem appropriate, and to assist in the conduct of the affairs of the Association.

3. The vice-president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

4. The secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and service of all notices to the members and directors, and such other notices as may be required by law. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an Association and as may be required by the directors or president. If so directed by the Board of Directors, the duties of secretary may be filled by a manager employed by the Association.

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; keep the books of the Association in accordance with good accounting practices; make provision for collection of assessments, and all other duties incident to the office of the treasurer. If so directed by the Board of Directors, the duties of treasurer may be fulfilled by a manager employed by the Association.

6. No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken by a duly constituted membership meeting. No officer who is a designee of the developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or any such corporation in which a director or officer of the Association may be a stockholder, officer, director or employee for the managements of the Condominium for such compensation as shall be mutually agreed between the Board and such officer or director.

ARTICLE VI

Fiscal Management

The provisions for fiscal management of the Association, set forth in the Declaration of Condominium and Articles of Incorporation, shall be supplemented by the following provisions:

1. The Association shall maintain separate accounts under the following classifications as shall be appropriate:

a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements.

b) Reserve amounts classified as appears below. Any or no amount may be budgeted for said reserve in the sole discretion of the Board of Directors.

i) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

ii) Reserve for replacement, which shall include funds for repair or replacements required because of damage, depreciation or obsolescence.

iii) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which may be a part of the common elements.

c) Within 60 days after the end of each fiscal year, the board of directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipt and expenditures for the previous 12 months.

2. The Association shall maintain an assessment roll which shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account, and the balance due upon assessments.

3. The Board of Directors shall adopt a budget and an assessment notice for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for such reserves as may be established. The budget shall be adopted at a special meeting of the board called for that purpose at least 45 days before the end of the fiscal year. The adoption of the budget shall comply with the requirements hereinafter set forth:

a) A copy of the proposed budget of common expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of the meeting indicating the time and place of such meeting.

b) If a budget adopted by the board of directors requires assessment against the unit owners in any fiscal year exceeding 115% of the assessment for the previous year, the board, on written application of 10% of the unit owners shall call a special meeting of the unit owners within 30 days. The special meeting shall be called on not less then ten days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget by not less than a majority vote of all unit owners. Provisions for reasonable reserves for repair or replacement of the condominium property, nonrecurring expenses and assessments for betterments to the condominium property shall be excluded from the computation in determing whether assessments exceed 115% of similar assessments in the previous year.

c) Anything to the contrary notwithstanding, the Board of Directors may, in any event, propose a budget to the Unit Owners at a meeting of members, or by writing, and if such budget or proposed budget be approved by the Unit Owners at the meeting or by majority of their whole number by a writing, the budget shall be adopted.

d) As long as the developer is in control of the board of directors, the board shall not impose an assessment for any year greater than 115%

of the previous year's assessments without approval of a majority of all unit owners.

4. Assessments against the Unit Owners for their share of the items of the budget shall be made annually and in advance for the fiscal year, on or before thirty (30) days preceding the commencement of the fiscal year for which the assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the fiscal year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing on the first day of the next ensuring month. Provided nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

5. Special Assessments. Special assessments, if required, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds: (i) those chargeable to all members in the same proportions as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the common elements (including fixtures and personal property related thereto) and for such other purposes as shall have been approved by the members at a duly convened meeting; and (ii) those assessed against one member alone to cover repairs or maintenance for which such member is responsible and which he has failed to make, which failure impairs the value of, or endangers the common elements of the Condominium, or which are for expenses incident to the abatement of a nuisance within his Unit.

6. Remedies and Acceleration of Assessment Installments upon Default; Lien. If a Condominium Unit Owner shall be in default in the payment of an installment upon an assessment for a period of ten (10) days, the Board of Directors may impose a late fee of Ten and No/100 Dollars ($10.00) and/or accelerate the remaining installments of the assessment upon notice to the Condominium Unit Owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice but not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. In the event of any default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the Unit Owner shall include reasonable attorneys' fees and court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien, including attorneys' fees and court costs on any appeal. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

7. Recognizing that it is extremely difficult to adopt a budget for each fiscal year that exactly coincides with the actual expenses during the year, the Board of Directors shall report to the Unit Owners at the annual meeting of such owners, the amount, if any, by which assessments for the preceding fiscal year have exceeded the expenditures of the Association. Such excess may be applied against the following year's assessment or to the reserve accounts.

8. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such

accounts shall be only by checks signed by such persons as are authorized by the directors.

9. Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

ARTICLE VII

Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws, or with the Statutes of the State of Florida.

ARTICLE VIII

Roster of Unit Owners and Mortgagees

Each Unit Owner shall file with the Association a copy of the deed or other instrument showing his ownership, together with a copy of any mortgage on his unit and any satisfaction of that mortgage. The association shall maintain these documents in a suitable binder for reference as may be required in the exercise of its powers and duties.

ARTICLE IX

Compliance and Default

1. Violations, notice, actions. In the case of a violation (other than the nonpayment of an assessment) by a unit owner of any of the provisions of the Act, the declaration, the articles, these bylaws or any lawfully adopted rules and regulations, the association by direction of its board of directors may transmit to the unit owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of 30 days from the date of the notice, the association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

a) File an action to recover for its damages on behalf of the association or on behalf of other unit owners.

b) File an action for injunctive relief requiring the offending unit owner to take or desist from taking certain actions.

c) File an action for both damages and injunctive relief.

A unit owner may bring an action against the association for damages, injunctive relief, or both, if the association fails to comply with the provisions of the Act, the declaration, the articles, these bylaws or the rules and regulations.

2. Attorneys' fees. In any action brought pursuant to these provisions, the prevailing party is entitled to recover reasonable attorney's fees.

3. No waiver of rights. Neither a unit owner nor the association may waive a provision of the Act if that waiver would adversely affect the rights of a unit owner or the purposes of the provision, except that unit owners or board members may waive notice of specific meetings in writing.

ARTICLE X

Arbitration of Internal Disputes

Internal disputes arising from the operation of the condominium among unit owners, the association and their agents and assigns may be resolved by voluntary binding arbitration. Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision shall be admissable in court. Any party may seek enforcement of the arbitrator's decision in a court of competent jurisdiction.

ARTICLE XI

Liability Survives Membership Termination

Termination of membership in the association shall not relieve or release a former member from any liability or obligation incurred with respect to the condominium during the period of membership, nor impair any rights or remedies that the association may have against the former member arising out of his membership and his covenants and obligations incident to that membership.

ARTICLE XII

Priorities in Case of Conflict

In the event of conflict between or among any of the following, the order of priorities shall be, from highest priority to lowest:

1. The declaration
2. The articles
3. The bylaws
4. The Act
5. The rules and regulations

ARTICLE XIII

Defective Condominium Documents

The association or a unit owner may petition the circuit court having jurisdiction in the county in which the condominium property is situated to correct an error or omission in the declaration or any other documents required to establish the condominium that affects its valid existence, and which errors or omissions are not correctable by the amendment procedures in the declaration or the Act. In any case, after three years from the filing of the declaration, it shall be deemed to be effective under the Act to create a condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

ARTICLE XIV

Amendments to Bylaws

Amendments to these Bylaws shall be proposed and adopted in the following manner:

1. Amenoments to these Bylaws may be proposed by a majority of the Board of Directors of the Association or upon vote of a majority of the Unit Owners, whether meeting as members, or by written instrument, signed by them.

2. Upon any amendment or amendments to these Bylaws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the president of the Association who shall

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thereupon call a special joint meeting of the Board of Directors of the Association and the membership for a date not sooner then twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as the notice of the call of a special meeting of the members, as herein set forth.

3. In order for such amendment or amendments to become effective, the same shall be approved by an affirmative vote of the majority of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds (2/3) of the Units in the Condominium. Thereupon such amendment or amendments to these Bylaws shall be transcribed and certified by the president and secretary of the Association.

4. Notwithstanding the foregoing, an amendment signed by the owners of all the Units shall become immediately effective.

5. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

6. Notwithstanding anything to the contrary contained herein, no amendment shall discriminate against any Unit Owner nor against any unit or class or group of units unless the Unit Owners so affected consent. No amendment shall be made that is in conflict with the Condominium Act, the Articles of Incorporation or any of the provisions of the Declaration of Condominium. No amendment shall be adopted without the consent and approval of the Developer so long as he shall own two or more condominium units in the Condominium, and be holding said units for sale in the ordinary course of business, and if the effect of the amendment would be to assess the Developer for capital improvements or if the amendment would impair the ability of the Developer to sell said units.

7. These Bylaws shall be deemed amended in those particulars as may be required to make them consistent with the provisions of the Act, as it may be amended from time to time.

ARTICLE XV

Contracts, Checks, Deposits and Funds

1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

2. Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidence or indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer, and countersigned by the president or vice-president of the Association.

3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

4. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

The foregoing was adopted as the Bylaws of THORNEBROOK VILLAGE MAINTENANCE, INC., a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on the 27th day of July, 1984.

Melissa Jay Murphy
MELISSA JAY MURPHY
Secretary

Approved:

Richard D. Starbox by
Melissa Jay Murphy
RICHARD D. STARBOX
President

ORB 1570 PAGE 1603

RETURN TO: SMITH&M...

Recording $ 18.50
Doc Stamps $ 0
Intangible Tax $ 0
Total $ 18.50

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J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK4 Receipt#359383

AMENDMENT TO BYLAWS OF THORNEBROOK VILLAGE MAINTENANCE, INC.

THIS AMENDMENT, made and executed effective this 10th day of January, 2008, by THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation (the "Association").

RECITALS:

WHEREAS, Thornebrook Development Corporation, a Florida corporation, (the "Corporation") has previously caused the Declaration of Condominium of Thornebrook Village, a Condominium (the "Declaration") to be recorded in Official Records Book 1570, page 1558 of the Public Records of Alachua County, Florida; and

WHEREAS, the Bylaws for Thornebrook Village Maintenance, Inc. were duly adopted on July 27, 1984; and

WHEREAS, the Bylaws provide for amending the Bylaws; and

WHEREAS, the Association and its members desire to amend the Bylaws to provide for new procedures and new fees; and

WHEREAS, the Association has complied with all of the requirements for amendment listed in Article XIV of the Bylaws.

NOW, THEREFORE, the Association and the members, for themselves, their successors and assigns, hereby files this Amendment to the Bylaws of Thornebrook Village Maintenance, Inc., said amendment to provide as follows:

1. Article VI, Fiscal Management, Paragraph 6, Remedies and Acceleration of Assessment Installments upon Default; Lien. is hereby amended as follows (deletions are indicated by ~~strike-out~~; additions are underlined):

> 6. Remedies and Acceleration of Assessment Installments upon Default; Lien. If a check for the payment of any installment of an Assessment is returned for insufficient funds, the Association shall impose a fee of $50. If a Condominium Unit Owner shall be in default in the payment of an installment upon an assessment for a period of ten (10) days, the Board of Directors may impose a late fee of ~~Ten and No/100~~ Dollars ($10.00) for the first month and a late fee of $25.00 or 5% of the delinquent installment (whichever is greater) for all subsequent months, and/or accelerate the remaining installments of the assessment upon notice to the Condominium Unit Owner, ...*(balance of paragraph 16.2 remains unchanged).*

2. Article II, Membership, Voting, Quorum, Proxies, paragraph 1 is hereby amended as follows (deletions are indicated by ~~strike-out~~; additions are underlined):

> 1. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members shall be set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which said Article IV of the Articles of Incorporation are incorporated hereby reference. Unit

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Owners shall not be eligible to cast votes attributable to a Unit in the event that the Assessments for such Unit are delinquent for a period of three (3) or more months as of the date of the meeting at which votes may be cast.

3. The undersigned, as President of the Association, does hereby certify that the foregoing amendment to the Bylaws was duly adopted at a meeting of the members and Board of Directors held on the 10th day of January, 2008, at which a quorum was present and that the members owning at least 2/3 of the Units voted in favor of the amendment and a majority of the Board of Director voted in favor of the amendment.

IN WITNESS WHEREOF, the Association has set its hand and seal the day and year first written above.

THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation

Witness sign name above
Witness print name below
Glenda J. Hayden

By: _____
Print Name: David Arrighi
As its President

Witness sign name above
Witness print name below
M. Susan Fulford

By: _____
Print Name: Jacquie Smith
As its Secretary

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 17th of January, 2008, by **David Arrighi** and **Jacquie Smith** as President and Secretary respectively of Thornebrook Village Maintenance, Inc., a Florida corporation, on behalf of said corporation who are (___) personally known to me or (✓) produced a current Florida driver's license as identification or (___) produced _____ as identification.

M. Susan Fulford
Commission # DD295403
Expires June 12, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Print Name: _____
Notary Public/State of Florida
Commission Expires: _____

This Document Prepared By:
Melissa Jay Murphy, Esq.
Salter, Feiber, Murphy,
Hutson & Menet, P.A.
P.O. Box 357399
Gainesville, FL 32635-7399

Recording $ 18.50
Doc Stamps $ —
Intangible Tax $ —
Total $ 18.50

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February 22, 2018 04:26:35 PM
Book 4578 Page 226
J.K. 'JESS' IRBY Clerk Of Court
ALACHUA COUNTY, Florida

This Document Prepared By:
Denise L. Hutson, Esq.
Salter Feiber, P.A.
3940 NW 16th Blvd., Bldg. B
Gainesville, FL 32605

RETURN TO: DELL SALTER

AMENDMENT TO BYLAWS OF THORNEBROOK VILLAGE MAINTENANCE, INC.

THIS AMENDMENT, made and executed effective this 13th day of November 2017, by THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation (the "Association").

RECITALS:

A. Thornebrook Development Corporation, a Florida corporation, (the "Corporation") has previously caused the Declaration of Condominium of Thornebrook Village, a Condominium (the "Declaration") to be recorded in Official Records Book 1570, page 1558 of the Public Records of Alachua County, Florida; and

B. The Bylaws for Thornebrook Village Maintenance, Inc. were duly adopted on July 27, 1984; and

C. The Bylaws provide for amending the Bylaws; and

D. The Association and its members desire to amend the Bylaws to provide; and

E. The Association has complied with all of the requirements for amendment listed in Article XIV of the Bylaws.

NOW, THEREFORE, the Association and the members, for themselves, their successors and assigns, hereby files this Amendment to the Bylaws of Thornebrook Village Maintenance, Inc., said amendment to provide as follows:

1. Article IV, Directors, Paragraph 18. (b), Control is hereby amended as follows (deletions are indicated by ~~strike-out~~; additions are underlined):

> b. Control. Maintain, repair, replace and operate Condominium property; purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members; reconstruct improvements after casualty and, pursuant to the Declaration of Condominium, further improve or authorize use or improvement of the Condominium property; make, from time to time, reasonable rules and regulations respecting the use of the common Elements and the Common Areas; employ personnel for reasonable compensation to perform the services required for the proper administration of the purposes of the Association.

2. The undersigned, as President of the Association, does hereby certify that the foregoing amendment to the Bylaws was duly adopted at a meeting of the members and Board of Directors held on the 13th day of November 2017, at which a quorum was present and that the members owning at least 2/3 of the Units voted in favor of the amendment and a majority of the Board of Director voted in favor of the amendment.

IN WITNESS WHEREOF, the Association has set its hand and seal the day and year first written above.

THORNEBROOK VILLAGE MAINTENANCE, INC., a Florida corporation

Witness sign name above
Witness print name below
Betsy Whitaker

Tina Josten
Witness sign name above
Witness print name below
Tina Josten

By: _____
Print Name: David Arrighi
As its President

Witness sign name above
Witness print name below
Betsy Whitaker

Tina Josten
Witness sign name above
Witness print name below
Tina Josten

By: _____
Print Name: Wendy Akerman
As its Secretary

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 13th of November, 2017, by **David Arrighi** as President of Thornebrook Village Maintenance, Inc., a Florida corporation, on behalf of said corporation who are (___) personally known to me or (X) produced a current Florida driver's license as identification.

PEGGY R ESTIS
Notary Public - State of Florida
Commission # GG 048847
My Comm. Expires Nov 20, 2020
Bonded through National Notary Assn.

Peggy R Estis
Print Name: Peggy R Estis
Notary Public/State of Florida
Commission Expires: Nov. 20, 2020

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 13th of November 2017, by **Wendy Akerman** as Secretary respectively of Thornebrook Village Maintenance, Inc., a Florida corporation, on behalf of said corporation who are (___) personally known to me or (X) produced a current Florida driver's license as identification.

PEGGY R ESTIS
Notary Public - State of Florida
Commission # GG 048847
My Comm. Expires Nov 20, 2020
Bonded through National Notary Assn.

Peggy R Estis
Print Name: Peggy R. Estis
Notary Public/State of Florida
Commission Expires: Nov. 20, 2020.