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DECLARATION OF CONDOMINIUM  
OF  
HIDDEN CREEK CONDOMINIUMS

DEL PROPERTIES II, LTD., a Florida limited partnership, its successors and assigns (the "Developer"), does hereby make the following declarations:

1. Purpose. The purpose of this DECLARATION OF CONDOMINIUM OF HIDDEN CREEK CONDOMINIUMS (the "Declaration"), is to submit the lands and improvements described herein to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes (the "Condominium Act").

1.1 Name. The name by which this condominium is to be identified is HIDDEN CREEK CONDOMINIUMS ("the Condominium").

1.2 Property Submitted to Condominium Form of Ownership. The property legally described as shown on Exhibit "A" attached hereto is hereby submitted to the condominium form of ownership.

2. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of HIDDEN CREEK CONDOMINIUM ASSOCIATION, INC., shall be defined in accordance with the provisions of Section 718.103 of the Florida Statutes and as follows, unless the context otherwise requires:

2.1 Condominium Unit or Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.2 Condominium Unit Owner or Unit Owner means the owner of a Condominium Parcel.

2.3 Condominium Building or Building means a structure or improvement in which Units are located on the Condominium Property.

2.4 Association means HIDDEN CREEK CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation.

2.5 Common Elements include:

- (a) the Condominium Property not included in the Units;
- (b) easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements;
- (c) an easement of support in every portion of a Unit which contributes to the support of the building;
- (d) the property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements;
- (e) other items as stated in the Condominium Act.

Return to Central Florida Title Company  
2265 Lee Road, Suite 200  
Winter Park, Florida 32789  
31  
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This instrument prepared by:  
GERALD J. BRONDO, Esq.  
of the law firm  
Mural, Wald & Brondo, P. A.  
25 S. E. 2nd Avenue, Suite 830  
Miami, Florida 33131

EXHIBIT  
A

2.6 Common Expenses include:

- (a) expenses of administration and management of the Condominium Property;
- (b) expenses of maintenance, operation, repair or replacement of Common Elements;
- (c) expenses deemed Common Expenses by the provisions of this Declaration or the Association's Articles of Incorporation or Bylaws;
- (d) any valid charge against the Condominium as a whole; and

2.7 Common Surplus means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements over the sum of the Common Expenses.

2.8 Condominium Parcel means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit and when the context permits, the term includes all other appurtenances to the Unit.

2.9 Condominium Property means all of the lands and personal property subjected to condominium ownership under this Declaration, including all improvements thereon and all the easements and rights-of-way appurtenant thereto intended for use in connection with the Condominium but excluding any cable television equipment, master antenna or security system (including, but not limited to, cable, wiring, conduit, hardware and the like) installed by the Developer or installed and owned by a third party.

2.10 Limited Common Elements means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units, as specified in this Declaration. Reference herein to Common Elements shall also include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.11 Institutional First Mortgagee shall be defined as any state or federally chartered bank or savings and loan association or an insurance company or title insurance company or pension trust or real estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or the Developer, or a subsidiary of any of the foregoing or a designee of any of the foregoing, owning or holding a first mortgage on one or more Condominium Parcels.

2.12 Utility Service shall include but not be limited to electric power, telephone, water, cable television, if any, air-conditioning, heating, and garbage and sewage disposal.

2.13 Assessment or Maintenance Assessment means the amount payable by the Unit Owners as their appointed share of the Common Expenses.

2.14 The Project or HIDDEN CREEK shall mean a residential multiple family development planned to be constructed on property owned or to be acquired by Developer or others, which if totally developed will consist of 294 condominium units.

2.15 The Developer means Del Properties II, Ltd., a Florida limited partnership, its successors, assigns and/or nominee.

2.16 The County means the County of Orange, State of Florida.

3. Development Plan. The Condominium is described and established as follows:

3.1 Survey. A survey of the land and a graphic description of the improvements in which Units are located identifying each Unit by a number and building so that no Unit bears the same designation as any other Unit, and a plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, are attached hereto as composite Exhibit "B". In addition, composite Exhibit "B" contains an overall site plan of the entire project contemplated by the Developer, presuming all 15 phases are built as explained in Subsection 3.9 below. Exhibit "B" will be supplemented by amendment from time to time as additional phases are completed and condominiumized by the Developer. The amendment will be executed by the Developer and will have attached as an exhibit a surveyor's certificate and sketch of survey which complies with the requirements of Florida Statute 718.104(4e).

3.2 Condominium Units. The first phase of the Condominium includes 24 individual Condominium Units located as graphically reflected in Exhibit "B". Each Unit is designated and identified by a building number and a unit number.

3.3 Other Improvements. The Condominium includes automobile parking spaces, landscaping and other amenities located as indicated in Exhibit "B".

3.4 Common Elements. The Common Elements shall include everything within the definition thereof as set forth in Subsection 2.5 hereof.

3.5 Non-exclusive Easements. Non-exclusive perpetual easements are expressly provided for and reserved in favor of the Unit Owners and occupants of the Condominium Buildings, their guests and invitees, as follows:

(a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) Utilities. Non-exclusive easements are reserved through the Condominium Property as may be required for utility and other services, cable television (if any), and drainage in order to serve the Condominium adequately, provided, however, such easements shall be only according to the plans and specifications for the building, as these may be

amended from time to time as the building is constructed, unless approved in writing by all Condominium Unit Owners. No Unit Owner may do anything within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of drainage facilities or such utility, cable television (if any) or other services or the use of these easements. The Board of Administration of the Association or its designee shall have a right of access to each Unit to inspect it, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice.

(c) Ingress and Egress. A non-exclusive easement shall exist for ingress and egress over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across the streets and walks and other rights-of-way serving the Units of the Condominium; and such non-exclusive easements shall be for the use and benefit of the Condominium Unit Owners, and those claiming by, through, or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated or assigned for parking purposes. Any lien now or hereafter encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of Unit Owners with respect to such easements. In addition the Developer and its successors or assigns and any mortgagee of the Developer shall have a nonexclusive easement for ingress and egress over and through and across any and all streets and/or roadways situate on the condominium property.

(d) Easements for Unintentional and Non-Negligent Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements, (ii) settling or shifting of the Improvements, (iii) any alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or after any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements stand.

(e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, at any time or times to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction or remodeling or operating any part or parts of the Condominium Property, of any improvements or Units located or to be located on or as part of the Condominium

Property, or of any improvements on any other portion of the Project, and to repair, replace and maintain the Condominium Property or any part thereof when the Association fails to do so.

(f) Sales Activity. The Developer and its designees, successors and assigns shall have the right to use any Units and parts of the Common Elements for model apartments and sales offices, to show model apartments and the Common Elements to prospective purchasers and tenants of Units or of other apartments or condominiums in the Project, to erect on the Condominium Property signs and other promotional materials to advertise Units and/or such other apartments or condominiums in the Project for sale or lease (without regard to the size or aesthetic qualities of the materials) and to take any and all actions which, in the Developer's opinion, may be helpful for selling or leasing Units or such other apartments or condominiums in the Project or for promoting the Project and its operations generally.

(g) Additional Easements. The Developer (so long as it owns any Units or other dwellings in the Project) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association irrevocably as his attorney-in-fact for this purpose), shall each have the right to grant access easements and electric, drainage, gas, cable television (if any) and other utility or service easements on, in or over any portion of the Condominium Property, and to relocate any existing access, utility or service easements or drainage facilities (subject to applicable restrictions) on, in or over any portion of the Condominium Property, in any such case as the Developer or the Association (as the case may be) deems necessary or desirable for the proper operation and maintenance of all or any portion of the Condominium Property or other improvements in or on the Project, for the general health or welfare of the Unit Owners or other members of the Council, for carrying out any provisions of this Declaration, or otherwise, provided that the easements thus granted or relocated will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes.

(h) Grantee. Certain portions of the Condominium Property may from time to time be set aside and designated for use as an interior private road system, pedestrian walkways, automobile parking areas, recreation facilities and landscaped areas for the common use and benefit of all Unit Owners or tenants or other parties on the Condominium Property. It is the intention of this Declaration that the portions of the Common Elements of this Condominium which are to be utilized for the above-described purposes be subject to the various easements created by this Declaration and all exhibits attached hereto, in favor of all Unit Owners, their mortgagees, heirs, personal representatives and assigns, and that the general reservation herein of said easements would fulfill said intent. However, if the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as of the date hereof there is no grantee in being who has the capacity to take and hold the said easements (such as future Unit Owners of the Condominium Property, their mortgagees, heirs, successors, personal representatives and assigns) by virtue of the reservation and grant of easements

attempted to be made herein, then and in such event, any easements, license or right-of-way, not deemed to be created as aforescribed shall be considered as having been granted directly to HIDDEN CREEK CONDOMINIUM ASSOCIATION, INC. for the purpose of allowing the original party to whom the easement or license or right-of-way was originally granted, the benefit of said easement or license of right-of-way.

(i) Covenant. Any easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium, shall be non-exclusive in nature and shall constitute a covenant running with the land of the Condominium, and notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

3.6 Unit Boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their intersection with the perimetrical boundaries:

(1) Upper Boundaries. The planes of the undecorated finished surface(s) of the ceiling of the uppermost story of the Unit, including, in the case of a Unit in which the ceiling forms more than one plane, the planes formed by the undecorated finished vertical surfaces that join the planes of the ceiling; provided that in any two-story Unit in which the lower floor ceiling extends beyond the upper floor ceiling, the upper boundary for that portion of the Unit in which there is no corresponding ceiling on the upper floor directly above such lower floor ceiling shall be the plane of the undecorated finished surface of such lower floor ceiling.

(2) Lower Boundaries. The plane of the surface of the unfinished floor slab of the lowest story of a Unit including, in a Unit containing a room in which any part of the floor is raised above the level of the floor of the rest of the Unit, the vertical plane connecting the raised floor with the floor of the remaining portion of the Unit; provided that in any two-story Unit in which the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such upper floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical plane(s) or planes at the center of all Party Walls, (as hereinafter defined) and the vertical plane or planes at the unfinished interior of all Outer Walls, (as herinafter defined) extending to their intersections with each other and with the upper and lower boundaries. In a multi-story Unit where the perimetrical boundaries are not one plane, the perimetrical boundary shall

include the horizontal plane or planes connecting the several planes of the perimetrical boundaries. Balconies, terraces, atriums (that is, patio areas immediately adjacent to a Unit bounded on all sides, but with no ceiling) or roof decks shall not be deemed part of a Unit and all walls, if any, enclosing such spaces, other than those abutting a Unit or Units, shall not be deemed Party Walls or Outer Walls.

(1) "Party Walls" shall mean all walls which are common to two or more Units.

(2) "Outer Walls" shall mean all walls enclosing and abutting on a Unit and which also abut on Common Elements.

(c) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth in Exhibit "B" hereto, shall control in determining the boundaries of a Unit.

3.7 Limited Common Elements. The Limited Common Elements shall include the following:

(a) Patios, Terraces, Balconies or Atriums. The patio, terrace, balcony or atrium to which there is direct access from the interior of a Unit shall be for the exclusive use of such Unit.

(b) Assigned Parking Spaces. Each Condominium Unit will be assigned at least one (1) parking space for the exclusive use of such Unit in accordance with the following provisions:

(1) Each Condominium Unit shall be entitled to the exclusive use of at least one parking space which the Developer shall assign to such Unit on or before the date upon which the Developer conveys such Unit to a purchaser. The right to the exclusive use of the parking space assigned to a Unit shall pass with title to the Unit without further need for assignments or reference to such parking space. However, the Board of Administration of the Association may, with the written consent of the Unit Owner to which such parking space has been assigned, change said assignment, provided that no changes in assigned parking spaces may be made so long as the Developer owns any Units. All assignments or changes in assignments made pursuant to this provision shall be in writing but shall not be recorded in the Public Records. A copy of the assignment shall be furnished to the Board of Administration.

(2) During the period beginning on the date this Declaration is recorded and ending upon conveyance by the Developer of the last Unit owned by it in the last phase of the Condominium, the Developer shall have the right to assign to any Unit the exclusive use of one or more parking spaces (the "Additional Parking Space"), which shall be in addition to the space assigned to the Unit pursuant to Subsection (1) above. Such assignment shall be recited in the deed given by the

Developer upon conveyance of the Unit or by separate written instrument recorded among the Public Records. A Unit Owner may, at any time, assign such Additional Parking Space(s) to another Unit or the Association by written instrument recorded among the Public Records; provided however, that upon a sale of the Unit to which such Additional Parking Space has been assigned, such space shall be deemed to have been assigned to the purchaser of the Unit unless assignment of the Additional Parking Space(s) to another Unit Owner has been recorded in the Public Records prior to the time the deed conveying the Unit is recorded. Neither the Developer nor the Association may divest a Unit of Additional Parking Space(s) assigned to it pursuant to this Subsection (2). The Developer shall be entitled to keep any fee it charges a Unit Owner for the privilege of having a space assigned to his Unit pursuant to this Subsection (2). Any Additional Parking Space(s) acquired by the Association shall be designated for guest parking.

(3) An assignment of any parking space grants only the exclusive use thereof and does not convey any title thereto. Parking spaces are limited Common Elements appurtenant to the Units to which they are assigned and any transfer of title to a Unit (including transfers by operation of law) shall operate to transfer the exclusive use of the Units then appurtenant parking spaces, except to the extent provided in Subsection (2) above.

(4) Certain parking spaces may be designated as guest parking spaces by the Developer. Such guest parking spaces, if any, shall be designated by instrument in writing executed by Developer and delivered to the Association. Although the Association may make rules and regulations governing the use of such spaces it may not assign such guest parking spaces to any individual Unit nor may it lease it to a Unit Owner for his exclusive use.

(5) Upon sale by the Developer of the last Unit owned by it in the last phase of the Condominium, all parking spaces which have not been assigned to a particular Unit by the Developer, other than those spaces designated as guest parking spaces in the preceding paragraph, shall be Common Elements, the use of which shall be regulated by the Association, which may at its discretion lease these to the Unit Owners on a first come first serve basis for periods of not longer than six (6) months but which leases shall not be renewable unless all requests for leases of parking spaces have been satisfied at the time the lessee requests the renewal of such lease.

(6) In the event a Unit Owner leaves his space vacant while he is away for an extended period, the Board of Administration shall be authorized to allow others to use such space on a temporary basis. Similarly, the Unit Owner may indicate to the Board of Administration of the Association that during the period of his absence his parking space may be used by a particular Unit Owner or Unit Owners.

(c) Condensers for Air Conditioning Units. The condenser for the air conditioning unit serving each Condominium Unit shall be a Limited Common Element of such Condominium Unit and may be so designated by appropriate lettering or numbering on the condenser for the unit.



3.8 Recreational Facilities. The Developer will construct certain recreational facilities on the Condominium Property to be located as shown on Exhibit "B". These recreational facilities shall be a part of the Common Elements and shall include a swimming pool, and a recreational building.

3.9 Phase Development Plan.

(a) The Developer may from time to time but in any event within six years from the date of recordation of the Declaration of Condominium in the Public Records improve further portions of land lying adjacent to the property being condominiumized. This will be done on a phase basis (15 phases) until the full plan of development into 41 buildings consisting of 290 units with appurtenances thereto has been obtained but nothing shall obligate the Developer to further develop the adjacent land or having developed the same to submit it to condominium ownership. Sheets 2, 3, 4 and 5 of Exhibit "B" reflect metes and bounds legal descriptions of each of the 15 phases of the Condominium.

(b) Sheets 7, 8, 9 and 10 of Exhibit "B" contain a graphic description of the first phase being offered pursuant to this Declaration of Condominium.

(c) Sheets 11 through 47 of Exhibit "B" reflect graphically the proposed buildings and units to be contained on the other 14 phases of HIDDEN CREEK CONDOMINIUMS. In addition, also reflected thereon are the number and general size of units. Sheet 1 of Exhibit "B" contains an overall plot plan for the entire Project and has reflected thereon the general location of buildings of each of the proposed phases of the condominium.

There are five basic types of units, floor plans for each type are reflected in the Offering Circular, as there is less than 300 square feet differential between the largest and smallest unit it has been determined that all units in all phases of the condominium will have the same percentage of ownership of Common Elements and bear the same percentage burden of Common Expenses.

Whenever the Developer or its successor creates an additional condominium phase, as evidenced by the recordation of the same in the Public Records of Orange County, Florida, each unit owners' percentage of the share in Common Expenses and Common Elements will be automatically adjusted and reduced so that the share of Common Expenses and Common Elements for each Unit will be equal to a fraction, the numerator of which is one (1) and the denominator of which is the total number of units built and condominiumized. For example, if Phase 2 is built as contemplated, there will be a total of 31 units in both phases (24 units in Phase 1 and 7 units in Phase 2). Accordingly, each unit will have 1/31st share of Common Expenses and Common Elements. If all 15 Phases are built and condominiumized as contemplated into 290 units, then in such event the share of Common Elements and Common Expenses for each unit will be determined by dividing 290 into one (1). In addition the Unit Owners relative voting power in the Association will be diminished as units are added, each unit shall have one vote. No phase will be added until the units and common areas associated with the same are

substantially completed. In addition, no phase will be added unless the quality of construction of the units and common facilities are consistent with previous phases.

Nothing herein contained shall obligate the Developer to further develop the properties described in Exhibit "B", or, having developed the same, to submit them to condominium ownership. In the event that the total number of Phases contemplated are not completed, the Unit Owners in Phases which are built and condominiumized shall not succeed or be entitled to any percentage ownership in the undeveloped property. Said property at all times shall remain under the exclusive control and ownership of the Developer or its successors in interest.

Further, no amendment shall change the rights and privileges of the Developer to build additional phases without the express written consent of the Developer or its successor in interest.

(d) At such time as the Developer or its successors determine that an additional phase shall be submitted to condominium ownership, such condominium regime shall be created by filing an amendment to this Declaration of Condominium in the Public Records of Orange County, Florida, signed by the Developer or its successors, which amendment shall consist of revised and/or supplemented Exhibits "A", "B" and "C" clearly indicating which additional portions of the property is being submitted to condominium ownership, the physical location and dimensions of units and buildings contained on said additional property and the new percentage breakdown of Common Elements and Common Expenses. The Association shall operate this Phase and such further phases of HIDDEN CREEK CONDOMINIUMS as are developed and submitted to condominium ownership.

(e) Recreational Facilities. In connection with the condominiumization of Phase 1, the recreational facilities as described herein will be completed by the time the first unit is conveyed. The recreational facilities, as well as any others which may be built, will become part of the Common Elements for the benefit of all Unit Owners in all phases of the condominium. The recreational facilities shall include the following:

(1) One unheated swimming pool having maximum dimensions of 20' x 40', and having a depth varying from 3 to 6 feet, with an approximate capacity sufficient to accommodate 50 people.

(2) The swimming pool shall have a deck area containing approximately 2,000 square feet of space. It will accommodate 50 sunbathers at any one time.

(3) A building rectangular in shape being approximately 25' x 45' located adjacent to the pool, which building contains the following features:

(i) Men's washroom sufficient to accommodate 4 parties, having approximately 75 square feet.

(ii) Women's washroom sufficient to accommodate 4 parties, having approximately 75 square feet.

(iii) A bar containing one ice machine and one sink.

(iv) Meeting room with dimensions to be approximately 660 square feet and will accommodate 13 people.

(v) An office with dimensions containing approximately 264 square feet which will accommodate 6 people.

(vi) Yard equipment storage room containing approximately 50 square feet.

(vii) An outdoor spa containing approximately 65' of area sufficient to accommodate 5 people at one time.

In the event that the other Phases are not condominiumized within six (6) years from the date of recording of this Declaration, those Unit Owners in those phases which are condominiumized shall be entitled to 100% ownership of all Common Elements. The Developer will spend a minimum of \$2,500.00 to furnish and equip the above-described facilities.

(f) The Developer shall construct additional recreational facilities if and only if additional phases are added to the Condominium, as follows:

(1) If Phase VIII is built and condominiumized, the Developer will build on the land on which Phase VIII is situate a lighted racquet ball court at a cost not to exceed \$12,500.00. The Developer would advise that these additional facilities will result in an increase to the overall common expense budget, but Developer guarantees that each Unit Owner's monthly assessment for the twelve-month period subsequent to the completion of these facilities and condominiumization of Phase VIII will not increase by more than \$2.00 per unit per month.

(2) If Phase VIII is built and condominiumized, the Developer will build on the land on which Phase VIII is situate an area for boat storage and for washing of vehicles. The Developer would advise that these additional facilities will result in an increase to the overall common expense budget, but Developer guarantees that each Unit Owner's monthly assessment for the twelve-month period subsequent to the completion of these facilities and condominiumization of Phase VIII will not increase by more than \$1.00 per unit per month.

(3) If Phase VII is built and condominiumized, the Developer will build on the land where Phase VII is situate the following:

(i) A swimming pool containing approximately 800 square feet of pool area;

(ii) A swimming pool deck area consisting of approximately 2,000 square feet;

(iii) A building rectangular in shape being approximately 21' by 25' which will contain men's and women's bathrooms and a covered gazebo.

(g) The Developer would advise that these additional facilities will result in an increase to the overall common expense budget, but Developer guarantees that each Unit Owner's monthly assessment for the twelve-month period subsequent to the completion of these facilities and condominiumization of Phase VII will not increase by more than \$2.00 per unit per month.

(h) As additional phases are added, each condominium Unit Owner in such new phase shall be a member of the Association and shall be entitled to cast one vote per Unit on all matters submitted to a vote of the Unit Owners.

(i) Nothing herein contained shall require the Developer to complete the Plan of Development as described in this Subsection 3.9 or to submit any buildings which it may construct on the land containing proposed Phases 2 through 15 to the condominium form of ownership. Should Phases 2 through 15 be submitted to condominium, the Developer reserves the right to lease units in those phases and may transfer units in those phases subject to lease as is more fully provided in Subsection 11.6 of this Declaration.

(j) The Developer does not contemplate time-share estates with respect to units in this phase or in additional phases.

4. Appurtenances to Condominium Units. The owner of each Condominium Unit shall own an undivided share and interest in the Condominium Property as reflected in Exhibit "C" attached hereto, which share and interest shall be appurtenant to the Condominium Unit. The appurtenances to the Condominium Units include but are not limited to the following items:

4.1 Common Elements. The undivided share in land and other Common Elements which are appurtenant to each Condominium Unit.

4.2 Association. The membership of the Unit Owner in the Association and the interest of each Unit in the funds and assets held by the Association.

4.3 Use of Common Elements. The right to use and enjoy the Common Elements subject to the provisions of this Declaration and the Articles of Incorporation, Bylaws and such rules and regulations which may from time to time be established by the Board of Administration of the Association.

4.4 Guest Parking Spaces. All guest parking spaces are Common Elements and shall be available for general use by all Unit Owners and their guests and visitors, subject to regulation by the Association. All parking spaces not assigned by Developer to a specific Unit or Units are Common Elements available for use by Unit Owners, as may be determined by the Board of Administration of the Association. All parking spaces

which have not been assigned by Developer as of the date the Developer conveys title to the last Unit owned by it in the Condominium shall be deemed Common Elements as of such date.

4.5 Limited Common Elements. Each Unit shall have the exclusive use of such Limited Common Elements as to which there is direct access from the interior of such Unit and as are assigned to it by Developer.

4.6 Liability for Common Expenses and Share of Common Surplus. Each Condominium Unit Owner shall be liable for a share of the Common Expenses and shall be entitled to a share of the Common Surplus in accordance with the percentages delineated in Exhibit "C" attached hereto. The foregoing right to a share of the Common Surplus does not include the right to withdraw or require payment or distribution of Common Surplus when, as and if any such Surplus shall exist. No owner of a Condominium parcel may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Unit.

4.7 Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, except Additional Parking Spaces, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit except Additional Parking Spaces, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property or any part thereof shall lie. The exclusive use of Additional Parking Spaces may be assigned in accordance with the provision of Subsection 3.7(b) above.

5. Association. The Condominium shall be operated by HIDDEN CREEK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which shall maintain and manage this Condominium and shall fulfill its functions pursuant to the following provisions:

5.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit "D".

5.2 Bylaws. A copy of the Bylaws of the Association is attached as Exhibit "E".

5.3 Limitations Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Condominium Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or by other Unit Owners or persons, provided that this limitation does nothing to void or cancel any insurance carried by the Association for Unit Owners.

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

5.5 Approval or Disapproval of Matters. Whenever the decision of a Condominium Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit Owner if at an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

5.6 Ownership of Recreation Facilities. The Association may acquire ownership or other possessory or use interests in lands and/or recreational facilities, whether or not contiguous to the lands of the Condominium, in order to provide for the enjoyment, recreation or other use or benefit of the Condominium Unit Owners. All recreational facilities serving the Condominium will be either: (i) owned in fee by the Association free and clear of all liens; or (ii) be a part of the Common Elements.

5.7 Powers. The Association shall have all of the powers and duties set forth in the Condominium Act, this Declaration and in its Articles of Incorporation and Bylaws, as the same may be from time to time amended. The Board of Administration of the Association may enter into employment agreements with auditors, attorneys and such other persons as may be necessary for the orderly operation of the Condominium Property, and the fees and compensation to be paid to said parties will be a Common Expense subject to assessment.

5.8 Voting Rights. Each Unit shall be entitled to membership in the Association and to one vote to be cast by its Owner in accordance with the provisions of the Bylaws and the Articles of Incorporation of the Association.

6. Maintenance, Alteration and Improvements. Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement, shall be as follows:

6.1 Maintenance.

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

(1) All Common Elements including, but not limited to, all roofs and all Limited Common Elements, except (i) Unit Owners shall maintain the air conditioner condenser for their Unit and (ii) Unit Owners shall be responsible for general cleaning and housekeeping of Limited Common Elements appurtenant to their Units.

(2) All portions of a Condominium Unit contributing to the support of the Unit except interior surfaces, which portions shall include but not be limited to loadbearing columns and loadbearing walls, but shall not include screening, windows, glass and interior surfaces of walls, ceilings and floors.

(3) All conduits, ducts, plumbing, wiring, air conditioning pipes and other facilities for the furnishing of utility services, including air conditioning, contained in the portions of a Condominium Unit that service a part of the Condominium or a Unit other than the Condominium Unit within which contained.

(4) All incidental damage caused to a Condominium Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of Subsection 6.1(a)(1), (2), and (3) above.

(b) By the Condominium Unit Owner. The responsibility of the Condominium Unit Owner for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at his sole and personal expense the interior side of all entrance doors, all other doors within a Unit, door bells, door knockers, windows, glass, screens and air conditioners, electrical panels, electric wiring, electric outlets and fixtures and plumbing fixtures and connections within a Unit or belonging to a Unit Owner, interior surfaces of all walls, floors and ceilings and all other portions of his Condominium Unit, except the portions specifically to be maintained, repaired and replaced by the Association. Additionally, the Unit Owner shall be responsible for the general cleaning and housekeeping of his Limited Common Elements. The Unit Owner shall also be responsible for the maintenance of any equipment installed to open and close his garage doors. All maintenance, repairs and replacements to be done by Unit Owner shall be done without disturbing the rights of other Condominium Unit Owners.

(2) To refrain from enclosing, painting or otherwise decorating or substantially changing the appearance of any portions of the Limited Common Elements appurtenant to his Unit or of the exterior of any door, including garage doors, to his Unit, without the express written consent of the Developer, so long as the Developer owns any Units, and thereafter, of both the Board of Administration and of the Board of Directors of the Council; provided that an Architectural Committee of the Board of Directors of the Council may act on behalf of the Board of Directors of the Council for all purposes hereunder.

(3) To refrain from changing or in any way altering the landscaping of the Limited Common Elements without the express written consent of the Board of Administration. Such consent shall not be unreasonably withheld. However, the Board of Administration may not consent to the planting of any tree, shrub, or other plant if such may cause damage to any structure or utility line or if it will cause messy litter or will in any way constitute a nuisance.

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

6.2 Alteration and Improvement. Alteration and improvement of the Condominium Property and restrictions thereon shall be as follows:

(a) By the Developer. Developer reserves the right to change the interior design and arrangement of all Units in the condominium so long as Developer owns the Units so changed and altered. Developer also reserves the right to alter the boundaries between Units in the condominium, so long as Developer owns the Units so altered, and to alter the boundaries of the Common Elements, so long as the Developer owns the Condominium Units abutting the Common Elements where the boundaries are being altered. Developer further reserves the right to unilaterally change the plans for any of the Common Elements which do not abut any Condominium Unit so long as such change does not materially and adversely affect any existing Unit Owner. If at the time such amendment to the plans is made this Declaration has been recorded among the Public Records of the County, such amendment of the plans shall be reflected by an amendment of this Declaration signed and acknowledged only by the Developer and if necessary, approved by the Institutional First Mortgagees of Condominium Units materially and adversely affected thereby, whether the affected Condominium Units are encumbered by individual first mortgages or by an overall construction mortgage. An amendment for such purpose need be signed and acknowledged only by the Developer and need not be approved by the Association or Condominium Unit Owners, whether or not such approval is elsewhere generally required for an amendment of the Declaration, provided, however, that where the consent of a specific Unit Owner or Owners is required in accordance with the provisions of this paragraph, such consent shall be attached as an exhibit to the Amendment. Several amendments to the plan may be reflected in a single amendment to the Declaration of Condominium. The right to make the aforescribed changes are with respect to the units in a building which has been condominiumized and not with respect to units in additional phases which are to be built.

(b) By the Unit Owner.

(1) No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent thereto of the Board of Administration. A Unit Owner shall request approval of a proposed addition, alteration or improvement to his Unit in writing and shall submit with such request, the plans therefor to the Board of Administration.

(2) No Unit Owner, other than the Developer, may alter or add to the Common Elements, including the Limited Common Elements appurtenant to his Unit, or to any part of a Unit (whether such part be deemed part of the Unit or of Common Elements) which abuts on Common Elements, including Limited Common Elements unless such alteration or addition is approved by a majority of the Unit Owners, by the Board of Administration. The approval of the Board of Administration shall be requested and given or denied in the same manner as is provided herein for changes by a Unit Owner to his Unit. Notwithstanding the foregoing, a Unit Owner may combine two or more Units owned by him, or restore to their original boundaries two or more Units previously combined, upon the approval of the Board of Administration, if such combination or subdivision would not alter the Common Elements (other than the interiors of non-load-bearing walls abutting such Units), and, as reasonably determined by the Board of Administration, would



not weaken, impair or endanger any of the Common Elements. Such approval shall be requested, given or denied in the same manner as is provided herein for changes by a Unit Owner to his Unit.

(3) All additions, alterations and improvements by the Unit Owners shall be made at their sole expense in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. A Unit Owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Association, the Council and all other Unit Owners harmless from any cost, expense or damage resulting therefrom.

(c) By the Association. The Association shall not make any alteration of, addition to or expansion of the Common Elements the estimated cost of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) (which threshold amount shall be cumulatively increased by ten percent (10%) every twelve (12) months from the date this Declaration is recorded) or any alteration which materially affects the use of any recreational facilities unless the plans and expenditure for it are first approved at a duly called meeting by a majority of all Unit Owners entitled to vote in the Association. Nothing in this Subsection 6.2(c) shall bar the Association from making reasonably required repairs, replacements or refurbishments of existing Common Elements the cost of which exceeds the foregoing sum without a vote of the membership.

(d) Combined Units. In each event where Units are combined, whether such be done by Developer, Unit Owner or Association, all assessments, voting rights and the share in the Common Elements shall be determined as if such Units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been combined.

6.3 Management Agreement. The Board of Administration of the Association may enter into a contract with any firm, person or corporation for the maintenance of the Condominium Property and may join with other condominium associations in contracting with any firm, person or corporation for the maintenance, repair and management of the Condominium and of areas which the Condominium may share with other condominiums. Provided however, if said management agreement is entered into prior to Developer's turnover of control of the Board of Administration then the management agreement must provide for termination upon not more than thirty (30) days notice by either party at any time without penalty. Turnover of control by the Developer would take effect when Unit Owners other than the Developer elect more than fifty percent (50%) of the Administrators on the Board of Administration.

6.4 Association's Right of Access to Units. Each Unit Owner agrees to allow the Board of Administration or the agents or employees of the Association to enter into any Unit for the following reasons: (i) maintaining, inspecting, repairing or replacing the improvements within the Units or the Common Elements as required by Subsection 6.1(a) or in case of

emergency circumstances threatening Units or the Common Elements and (ii) determining compliance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association. However, if the Board of Administration desires professional management, the management agreement must be terminable for cause upon thirty (30) days' notice, and run for a reasonable period from one to three years and be renewable by consent of the Association and management company. Management contracts negotiated by the Developer shall not exceed one year. However, if the Board of Administration desires professional management, the Management Agreement must be terminated for cause upon thirty (30) days notice and run for a reasonable period from one to three years, and be renewable by consent of the Association and management company. Management contracts negotiated by the Developer shall not exceed one (1) year.

6.5 Failure of Unit Owner to Comply. In the event the Owner of a Unit fails to maintain it as required herein, or makes any addition or alteration without the consent required hereunder, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions of this Declaration. In lieu thereof or in addition thereto, the Association shall have the right to levy an assessment against the Owner of the Unit, which assessment shall be secured by a lien against said Unit, for such necessary sums to remove any unauthorized structural addition or alteration and to restore the property to good condition and repair. The Association shall have the further right to have its employees and agents, or any contractors appointed by it, enter the Unit at all reasonable times to do such work as is deemed necessary by the Board of Administration of the Association to enforce compliance with the provisions hereof.

7. Assessments. The Association shall make and collect assessments against Condominium Unit Owners for Common Expenses, including such reserves as may from time to time be established by the Association, in accordance with the Articles of Incorporation and Bylaws of the Association and subject to the following provisions:

7.1 Share of Common Expenses and Surplus. Each Condominium Unit Owner shall be liable for a proportionate share of the Common Expenses and shall have a share in the Common Surplus in accordance with the percentages reflected in Exhibit "C" (subject however to change as additional phases are added), but the same shall not vest or create in any Condominium Unit Owner the right to withdraw or to receive distribution of any share of the Common Surplus.

7.2 Interest; Application of Payments. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due, shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall be subject to a late charge equal to interest on the amount due at the maximum rate permitted by law or, in the absence of a law limiting the maximum legal rate of interest, at the rate of 18% per annum, for every day from the date when due until paid. All payments on account shall be first applied to late charges and then to the assessment payment first due.

In addition to the foregoing, the Association may charge the Unit Owner for administrative and other expenses incurred by it in collecting such delinquencies, including without limitation, attorney's fees, whether or not an action is commenced, and any increase in the fee charged by the management company providing management services for the Condominium, if any, which is attributable to such collection efforts.

7.3 Acceleration of Remaining Installments of an Assessment. If a Unit Owner shall be in default of the payment of an installment upon an assessment the Board of Administration may accelerate the remaining installment of the assessment upon notice to the Unit Owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice but not less than fifteen (15) days after the delivery of the notice to the Unit Owner or not less than twenty (20) days after the mailing of such notice to him by certified mail or by certificate of mailing which ever shall first occur.

7.4 Lien for Assessments. The Association shall have a lien against each Condominium Unit for any unpaid assessments by the owner thereof, and for any late charges accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection or such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien may be recorded among the Public Records of Orange County, Florida, by filing a claim of lien therein which states the legal description of the Condominium Unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien shall have been paid. Such claims of lien may be signed and verified by any 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, to be prepared and recorded at his expense. All such liens shall be subordinate to the lien of mortgages recorded prior to the date of recording the claim or lien, and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also, at its option, sue to recover a money judgment for unpaid assessments, without thereby waiving the lien securing the same. In the event a first mortgagee of record shall obtain title to a Condominium Unit as the result of foreclosure of its mortgage or as a result of a conveyance in lieu of foreclosure of its mortgage, such first mortgagee, its successors and assigns, shall not be liable for that share of the Common Expenses or assessments by the Association chargeable to the Condominium Unit, or the owner thereof, which became due prior to such acquisition of title by the first mortgagee unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of its mortgage, and any such unpaid share of Common Expenses or assessments chargeable against any such foreclosed Condominium Unit or against a Condominium Unit transferred in lieu of a foreclosure, shall be deemed a Common Expense to be paid in the same manner as other Common Expenses of the Condominium by all of the Condominium Unit Owners including such acquirer. A first mortgagee acquiring title to a Condominium Unit as a result of a foreclosure or a deed in lieu of foreclosure, may not during the period of its ownership

of such Unit, whether or not the Unit is unoccupied, be excused from payment of Common Expenses coming due during the period of such ownership.

7.5. Developer's Liability for Assessments. The Developer shall be excused from the payment of seventy-five percent (75%) the share of the Common Expenses and of assessments relating to Units it owns and is offering for sale as follows:

(a) For a period starting as of the date the Declaration of Condominium is recorded and ending on the first day of the fourth calendar month following the month in which the closing of the purchase and sale on the first Condominium Unit occurs; provided that the Developer pays that portion of Common Expenses incurred during that period which exceeds the amount assessed other Unit Owners.

(b) During a period when Developer has guaranteed to each purchaser in the purchase contract, offering circular or other agreement between Developer and a majority of the Unit Owners other than the Developer, that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners will not increase over a stated dollar amount and shall have obligated himself to pay any amount of Common Expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other Unit Owners and the Developers twenty-five percent (25%) share of assessments for unsold units owned by it. The period during which said guarantee shall be in effect shall be as determined by Developer and such period may be extended by agreement in writing between the Developer and a majority of Unit Owners other than the Developer.

7.6. Working Capital Fund. The Developer will cause to be collected from each purchaser of a condominium unit a fee equivalent to two month's maintenance for said unit. These monies will be turned over to the Association and used for unforeseen expenditures or to purchase additional equipment or services within sixty (60) days after the closing of the first unit in each phase. Within sixty (60) days after the closing of the first unit in each phase, the Developer shall pay each unsold unit's share of the Working Capital Fund for that phase to the Association. Thereafter, the Developer may reimburse itself for the payment from the funds collected at closing when the unsold units are sold.

8. Insurance. Insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Condominium Unit Owner, shall be governed by the following provisions:

8.1 Authority to Purchase. All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the Condominium Unit Owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Condominium Units. Insurance policies covering the damage to the Condominium Buildings, the kind, amounts, valuations and forms of such policies, and the insurance companies issuing the same, shall be subject to the approval of the Institutional First Mortgagee holding the greatest dollar amount of first mortgages against Units in the Condominium. The Association must use generally acceptable insurance

carriers and along these lines reference is made to FNMA Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide for specific requirements regarding qualifications of insurance carriers. Such policies and endorsements thereon shall be deposited with the Association. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any Condominium Unit Owner but the Condominium Unit Owner may obtain such insurance at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association. Condominium Unit Owners, at the request of the Board of Administration, shall furnish the Association with copies of all insurance policies obtained by them. All insurance policies purchased by the Association shall be with an insurance company authorized to do business in Florida.

(a) Notice. Each policy must provide that it cannot be cancelled or substantially modified (increases in coverage are permissible without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies.

(b) Certificates. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request.

8.2 Coverage. The Association shall maintain insurance covering the following:

(a) Casualty. The Condominium Units (including all fixtures, installations or additions comprising that part of the buildings within the boundaries of the Units which were initially installed in accordance with the original plans and specifications therefor, and all replacements thereof but excluding all furniture, furnishings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners), Common Elements and all personal property included in the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Administration of the Association, subject always to the approval and final determination by the Institutional First Mortgagee holding the greatest dollar amount of first mortgages on Units in the Condominium. Such coverage shall afford protection against:

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

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

(b) Public Liability. In such amounts and with such coverage as may be required by the Board of Administration of the Association in connection with the Common Elements or any space leased by the Association, and with a cross-liability endorsement to cover liabilities of the Association and the Condominium Unit Owners as a group to any Condominium Unit

Owner. Such coverage to be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

(c) Workmen's Compensation Policy. To meet the requirements of law.

(d) Fidelity Insurance. To cover all directors, officers and employees of the Association, as well as any managing agents, who handle Association funds. To the extent managing agents handle funds, the managing agent shall be required to maintain fidelity bonds covering its officers, employees and agents handling or responsible for funds of or administered on behalf of the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds (including reserve funds) in the custody of the Association or the management agent as the case may be at any given time. However, in no event may the aggregate amount of said bonds be less than a sum equal to three (3) months aggregate assessment on all units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds on all defenses based upon the exclusion of persons serving without compensation from the definition of employees or similar terms. In addition to the notice called for under Subsection 8.1(a) above, the bonds must further provide that they may not be cancelled or substantially modified (except increased without at least ten (10) days prior written notice to the Federal National Mortgage Association (FNMA) Servicer on behalf of FNMA.

(e) Flood Insurance. If the condominium is subsequently identified by the Secretary of Housing and Urban Development as having special flood hazards under the National Flood Insurance program, the Association will acquire an appropriate flood insurance policy on the buildings and any other property covered by the required form of policy (herein "Insurable Property") in amount deemed appropriate by the Association but not less than: (i) the maximum coverage available, or (ii) one hundred percent (100%) of current replacement cost of all buildings and other insurable property.

(f) Other. Such other insurance as the Board of Administration of the Association shall determine from time to time to be desirable, or as may be reasonably required by the Institutional First Mortgagee holding the greatest dollar amount of first mortgages on the Units in the Condominium. Said additional insurance to include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use including, without limitation, employers liability insurance, contractual and all written contract insurance and comprehensive automobile liability insurance.

Each of the foregoing policies shall waive the insurer's right: (i) to subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) to avoid liability for a loss that is caused by an act of the Board of Administration of the Association, or by a member of the Board of Administration of

the Association or by one or more Unit Owners. Such policies shall also include an "Agreed Amount Endorsement" and when available, Inflation Guard Endorsement.

8.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association and any named insureds. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Administration may obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be placed pursuant to this Section.

8.4 Premiums. Premiums for insurance placed by the Association shall be a Common Expense of the Condominium and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Institutional First Mortgagee holding the greatest dollar volume of first mortgages, such Institutional First Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, shall be subrogated to the assessment and lien rights of the Association as against individual Unit Owners for the payment of such item of Common Expense.

8.5 Insurance Trustee; Shares of Proceeds. All property casualty 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 in an amount not to exceed \$25,000.00 shall be paid to the Association and that all proceeds which total more than \$25,000.00 shall be paid in their entirety to an insurance trustee designated by the Board of Administration at such time as the Association learns that insurance proceeds in excess of \$25,000.00 (which threshold amount shall be cumulatively increased by ten percent (10%) every twelve (12) months from the date this Declaration is recorded) shall be payable. The Insurance Trustee shall be a banking institution with trust powers and having offices in Orange County, Florida (the "Insurance Trustee"); provided; however, that the foregoing right of the Board of Administration to select the Insurance Trustee shall be subject to the approval of the Institutional First Mortgagee holding the greatest dollar amount of first mortgages against Units in the Condominium at the time such Trustee is appointed. The duty of the Association with respect to such insurance proceeds and of the Insurance Trustee, if appointed, shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Condominium Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to Common Elements: An undivided share for each Condominium 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 Condominium Units shall be held in the following undivided shares:

(1) When the building damaged is to be restored, for the owners of damaged Condominium Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Board of Administration of the Association.

(2) When the building damaged is not to be repaired, for the owners of Condominium Units in the damaged building in undivided shares in the same ratio as their respective shares in the Common Elements.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a Condominium 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 Condominium Unit Owner and mortgagee pursuant to the provisions of this Declaration.

8.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association or the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expenses of Insurance Trustee. All expenses of the Insurance Trustee, if any, shall be paid first, or provisions made for such payment.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining 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 Condominium 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.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Condominium 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 Condominium Unit.

(d) Certificate. In making distribution to Condominium Unit Owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Condominium Unit Owners and their respective shares of the distribution.



8.7 Association as Agent. The Association or such insurance trustee as designated by the Association is hereby irrevocably appointed Agent and attorney in fact for each Condominium Unit Owner for purposes of purchasing and maintaining such insurance policies as heretofore provided; the collection and appropriate disposition of the proceeds thereof; to adjust all claims arising under the insurance policies purchased by the Association; to execute and deliver releases and other documents upon the payment of a claim and to all other accounts necessary to accomplish such purposes.

9. Reconstruction or Repair After Casualty.

9.1 Determination to Reconstruct or Repair. If any part of the Common Elements shall be damaged to the extent that reconstruction or repair is necessary, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Common Elements. If the damage is solely to a portion or portions of the Common Elements and does not extend to the Units, the same shall be reconstructed or repaired.

(b) Common Elements and Units.

(1) Partial Destruction. If the damage is to the Units and less than 75% or the amount of the Association's casualty insurance that is forthcoming by reason of such casualty then the Units (not including furniture, furnishings or other personal property supplied or installed by any Occupant or Unit Owner other than the Developer) shall be reconstructed and repaired unless within sixty days after notice is given to all Unit Owners and Institutional Mortgagees of the amount of such insurance which is forthcoming, at least 75% of the Unit Owners and mortgagees holding Institutional Mortgages on at least 75% of the Condominium Parcels which are encumbered by Institutional Mortgages shall agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction. If the damage is to the Units and 75% or more of the amount of the Association's casualty insurance is forthcoming by reason of such casualty, the Units shall not be reconstructed or repaired unless, within sixty days after notice is given to all Unit Owners and Institutional Mortgagees of the extent of the damage and the amount of such insurance which is forthcoming, at least 75% of the Unit Owners and mortgagees holding Institutional Mortgages on at least 75% of the Condominium Parcels which are encumbered by Institutional Mortgages agree in writing that the same shall be reconstructed or repaired.

(3) Termination of Condominium. In the event the Units are not substantially reconstructed after within two (2) years after the casualty the Condominium shall be terminated and the Association shall record a statement to that effect in the Public Records of Orange County, Florida. The termination of the Declaration does not bar the creation of another condominium affecting all or any portion of the same property.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether a decision has been made to reconstruct or repair.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements including those for any authorized alteration or improvements made after this Declaration is recorded or, if not in accordance with such plans and specifications, then according to the plans and specifications approved by the Board of Administration of the Association, by one hundred percent (100%) of all Unit Owners and mortgagees holding liens thereon. If the foregoing approvals are not given within thirty (30) days of plans therefor being submitted to each person or entity whose approval is required hereunder, reconstruction and repair shall be made in accordance with the original plans and specifications as amended, with such changes as may be necessitated by changes in statutes, rules, regulations and ordinances affecting the Condominium Property.

9.3 Responsibility. If the damage is only to those parts of Condominium Units for which the responsibility of maintenance and repair is that of Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5 Assessments for Reconstruction and Repair.

(a) Common Elements. Assessments shall be made against all Condominium Unit Owners in amounts sufficient to provide funds for the payment of such costs. Such assessments shall be in proportion to each Unit Owner's share in the Common Elements.

(b) Condominium Units. Assessments shall be made against the Condominium Unit Owners who own the damaged Units in sufficient amounts to provide for payments for the costs of reconstruction and repair. Such assessments against Condominium Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units.

9.6 Condominium Funds. The funds for the payment of costs for construction and repair after casualty, which shall consist of the proceeds of insurance held by the Association or the Insurance Trustee and funds collected by the Association from assessments against Condominium Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) By Whom Held. If the total assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the

Association is more than \$25,000.00 (as such amount may increase from year to year as hereinbefore provided) and if an Insurance Trustee has been appointed pursuant to Subsection 8.5 hereof, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against Condominium Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Association - Lesser Damage. If an Insurance Trustee has been appointed and is holding insurance proceeds and if the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00 (as such amount may increase from year to year as hereinbefore provided), then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Administration; provided, however, that upon request to the Insurance Trustee by an Institutional First Mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is equal to or greater than \$25,000.00 (as such amount may increase from year to year as hereinbefore provided), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration, subject to the approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Condominium Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Condominium Unit Owner shall be paid by the Association or Insurance Trustee, if any, to the Condominium Unit Owner, or if there is a mortgage on such Condominium Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Condominium Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Unit Owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters, and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association or an Institutional First Mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall first be obtained by the Association and a copy of such approval shall be provided to the Insurance Trustee.

10. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and to protect the value of the Unit, the use of the Condominium Property shall be in accordance with the following restrictions which shall be applicable to and shall be covenants running with the land of the Condominium:

10.1 Occupancy and Residential Use. The lands of the Condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes excepting therefrom such uses normally incident to the operation of a condominium (e.g., commercial laundry equipment).

(a) Occupancy. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by (i) the individual Unit Owner (and members of his family and guests), (ii) an officer, director, stockholder or employee of such corporation (and members of his family and guests), (iii) a partner or employee of such partnership (and members of his family and guests), (iv) the fiduciary or beneficiary of such fiduciary (and the members of his family and guests), or (v) permitted occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a leased or subleased Unit must be (i) an individual lessee or sublessee (and members of his family and guests), (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee (and members of his family and guests), (iii) a partner or employee of a partnership lessee or sublessee (and members of his family and guests), or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee (and members of his family and guests). Under no circumstances may more than one family, its servants and guests occupy a Unit at one time. "Members of his family" or words of similar import, whenever used herein shall be deemed to mean spouse, parents, grandparents, parents-in-law, brothers, sisters, children and grandchildren.

(b) Additional Constructions. No structures shall be constructed upon the land other than Condominium Buildings or other structures intended for residential use and appurtenances thereto. No Condominium Unit may be divided or subdivided into a smaller Unit, or any portion thereof sold or otherwise transferred without first amending this Declaration in accordance with the other provisions hereof.

(c) Children. Children are permitted to reside in the Condominium.

10.2 Balconies and Patios. No Unit Owner shall cause or permit any balcony, patio or roof deck appurtenant to his Unit to be enclosed, covered by awning or otherwise, increased in size, or the configuration thereof altered, nor any improvements or changes made thereto, or to the exterior of the building, including, but not limited to painting or other decoration of any aesthetic nature, the installation of electrical wiring, television antenna, machines or air conditioning Units which may protrude through the walls or roof of the building, nor change the appearance of any portion of the building.

10.3 Nuisances. No nuisances shall be allowed upon the Condominium Property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No Condominium Unit Owner shall permit any use of his Condominium Unit or make any use of the Common Elements which will increase the rate of insurance upon any part of the Condominium Property.

10.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which shall require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

10.5 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the Common Elements or Condominium Units; provided, however, the right is reserved to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Condominium Unit it may from time to time own, and the same right is reserved to any Institutional First Mortgagee which may become the owner of a Condominium Unit and to the Association as to any Condominium Unit which it may own.

10.6 Exterior Appearance. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed from any Unit or Common Element. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly material. Nothing shall be hung or displayed on the outside walls of the Condominium Building and no awning, canopy, shade, window guard, ventilator, fan, air

conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Board of Administration. Nothing shall be affixed to glass windows, glass doors or any other transparent aperture nor shall the color or appearance of such items be changed. Any draperies, curtains, shades, shutters, blinds or other covering or material which face on exterior windows or glass doors or which are in any way visible from the exterior of the Unit shall be white or off-white in color.

10.7 Floor Coverings. No Unit Owner may install floor tile in his Unit, or install tile or other floor covering on his balcony, terrace, atrium, patio or roof deck, without the prior consent of the Developer, so long as the Developer owns any Units, and thereafter, of the Board of Administration of the Association. Consent shall be granted in respect of floor tile in a Unit provided that the tile selected by the Unit Owner is adequately soundproofed. Tile or other floor covering selected by the Unit Owner for his balcony, terrace, atrium, patio or roof deck will be permitted provided it is adequately soundproofed and its color, material and design are consistent with standards adopted by the Developer, so long as the Developer owns any Units and, thereafter, by the Board of Administration.

10.8 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Administration of the Association. The initial Rules and Regulations, which shall be deemed effective until amended, are annexed as Schedule "A" to the Bylaws and may be amended without formal amendment of the Bylaws or of this Declaration.

10.9 Automobile Parking Spaces. No automobile parking space may be used for any purpose other than the parking of automobiles which are in operating condition. No automobile may be repaired or in any way serviced upon any portion of the premises. No parking space shall be used by any person other than an occupant of the Condominium who is in actual residence or by a guest or visitor of an occupant of the Condominium and by such guest or visitor only when such guest or visitor is in fact visiting and upon the premises.

10.10 Transients. No rooms, as distinguished from Condominium Units, may be rented, and no transient tenants may be accommodated.

10.11 Developer. Until the Developer has sold all of the Units of the Condominium in all phases, neither the Unit Owners nor the Association, nor their use of the Condominium, shall interfere with the Developer in the sale of the Condominium Units. Anything herein to the contrary notwithstanding the Developer may make such use of its unsold Units and the Common Elements as may facilitate such sales, including, but not limited to, the maintenance of a sales office for the sale of Units in the Project and the display of signs.

10.12 Pets. Pets in excess of 75 lbs. are not allowed. In addition, pets under 75 lbs. must be kept on a leash at all times and shall be walked only in areas which are designated by the Association as a "Dog Walk Area".

THE DEVELOPER EXPRESSLY RESERVES THE RIGHT TO LEASE ANY UNITS WHICH IT MAY OWN IN THE CONDOMINIUM PROPERTY ON SUCH TERMS AS IT MAY DEEM PROPER AND DESIRABLE AND MAY TRANSFER UNITS SUBJECT TO SUCH LEASE.

11. Selling, Leasing and Mortgaging of Units. No Unit Owner may lease his Unit for an initial term of less than six (6) months provided that, in computing said six month period, all consecutive tenancies of a tenant shall be aggregated and all periods for which such tenant has a renewal option shall be included.

12. Purchase of Condominium Units by Association. The Association shall have the power to purchase Condominium Units and to obtain appropriate financing in connection with such purchase subject to the following provisions:

12.1 Decision. The decision of the Association to purchase a Condominium Unit shall be made by its Board of Administration without the necessity of approval by its membership, except as is hereinafter expressly provided.

12.2 Limitation. The Association, if it shall be the owner or agreed purchaser of five (5) or more Condominium Units, shall not purchase any additional Units, without the prior written approval of seventy-five percent (75%) of the members eligible to vote. A member whose Condominium Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Condominium Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by the virtue of any and all senior or superior liens against the Condominium Unit, plus the amount due the Association, nor shall the limitation of this Subsection apply to Condominium Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefore does not exceed the cancellation of such lien.

13. Condemnation.

13.1 Deposit on Awards with Insurance Trustee. If any of the Common Elements are taken by condemnation or are conveyed in lieu thereof, the awards for that taking shall, for the purposes of this Declaration, be deemed to be proceeds from insurance on account of a casualty causing damage to the Common Elements within the meaning of Section 8, and shall be deposited with the Insurance Trustee or the Association, as the case may be. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee or the Association; and in the event of the failure of any Unit Owner to do so, the Board of Administration may, at its discretion, levy a Special Assessment against such Unit Owner in the amount of his award, or the amount of that award shall be setoff against any sums hereafter made payable to that Owner pursuant to this Section.

13.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided in Section 9 for

determining whether damaged Common Elements and Units will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

13.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the condemnation awards and Special Assessments under Subsection 13.1 will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided in this Declaration for the distribution of insurance proceeds if the Condominium is terminated after damage to the Common Elements and Units. If the Condominium is not terminated after condemnation, the size of the building will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of said awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after damage to the Common Elements.

13.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium.

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, and the Owner of the Unit does not within a reasonable period of time provide the additional funds required for restoration, such additional funds may, in the discretion of the Board of Administration, be expended for restoration by the Association and be assessed against the Unit Owner as a Special Assessment.

(b) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to the holder of any Institutional Mortgage encumbering the Unit, the remittance being made payable jointly to the Owner and any such Institutional Mortgagee.

(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the other Units shall be restated as percentages of the difference between 100% and the total of the new shares as reduced by the taking so that the shares of such other Units shall be in the same proportions to each other as before the taking and so that the total of the percentages of such shares shall still equal 100%.

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



(a) Payment of Award. The award shall be paid first to any Institutional Mortgagee in an amount sufficient to pay off its mortgage on such Unit; and then jointly to the Unit Owner and other mortgagees of the Unit in an amount not to exceed the market value of the Condominium Parcel immediately prior to the taking as diminished by any sums from the award previously reserved for any Institutional Mortgagee; and the balance, if any, to the repairing and replacing of the Common Elements damaged by the taking.

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

(c) Adjustment of Shares in Common Elements, Common Expenses and Common Surplus. The shares in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the other shares among the reduced number of Unit Owners. This adjustment shall be done by restating said shares of the continuing Unit Owners as percentages aggregating 100% so that the shares appurtenant to the Units of the continuing Owners shall be in the same proportions to each other as before the adjustment.

(d) Assessemnts. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to finance the alteration of the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. Such Special Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

(e) Arbitration. If the market value of a Condominium Parcel prior to the taking cannot be determined by agreement among the Unit Owner, mortgagees of the Unit and the Association within thirty days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Condominium Parcel; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Owners of Units prior to the taking in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

13.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Administration; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required elsewhere in this Declaration for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation, except that if a Condominium Parcel is encumbered by an Institutional Mortgage, the distribution shall be paid jointly to the owner and the Institutional Mortgagee of the Condominium Parcel.

13.7 Amendment to Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment to this Declaration that need be approved only by a majority of the Board of Administration.

13.8 Association as Agent. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiation, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof by the condemning authority. Each Unit Owner hereby designates and appoints the Association as agent and attorney in fact for the foregoing purposes.

14. Compliance and Default. Each Condominium Unit Owner shall be governed by and shall comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association, and the Rules and Regulations adopted pursuant to those documents, as amended from time to time. Failure of a Condominium Unit Owner to comply with such documents and regulations shall entitle the Association or other Condominium Unit Owners to the following relief in addition to the remedies provided by the Condominium Act, the Bylaws and elsewhere in this Declaration:

14.1 Negligence. A Condominium Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any members of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Condominium Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Condominium Unit or its appurtenances or of the Common Elements by the Condominium Unit Owner.

14.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Condominium Unit Owner or the Association to comply with the terms of the Declaration, the Articles of Incorporation or Bylaws of the Association, or the Rules and Regulations adopted pursuant to them, as amended from time to time, 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.

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

15. Amendments. Subject to the other provisions of the Declaration concerning amendments, this Declaration may be amended in the following manner:

15.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any Association meeting at which a proposed amendment is considered. An amendment may be proposed by either the Board of Administration or by one-third (1/3) of the Condominium Unit Owners. A resolution adopting a proposed amendment must bear the approval of either (a) a majority of the Board of Administration and sixty-six and two thirds percent (66 2/3%) of the Condominium Unit Owners or (b) 75% of all Unit Owners. Directors and members not present at the meetings considering the amendment may express their approval in writing, given before such meetings. Notwithstanding the foregoing, the consent of Unit Owners to which at least 67% of the votes in the Association are allocated and the approval of 51% of Institutional First Mortgagees who have given notice to the Association in accordance with Article 18 below shall be required to materially amend any provisions of the Declaration, by laws or equivalent documents of the Condominium, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Elements;
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the several portions of the Condominium;
- (g) Expansion or contraction of the Condominium regime or the addition, annexation or withdrawal of property to or from the regime;
- (h) Boundaries of any Unit;
- (i) The interests in the general or limited Common Elements;
- (j) Convertibility of Units into Common Elements or of Common Elements into Units;
- (k) Leasing of Units;

(l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium;

(m) Establishment of self-management by the Condominium Association where professional management has been required by any of the agencies or corporations;

(n) Any provisions included in the Declaration, Bylaws or equivalent documents of the Condominium which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium.

(o) Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs.

(p) Any restoration or repair of the unit of any portion of the condominium (after hazard, damage or partial condemnation) in a manner other than that specified in the documents.

None of the foregoing shall in any way amend Developers rights and obligations concerning future phases of the condominium.

15.2 Rights Institutional First Mortgagee. In order for an Institutional First Mortgagee to have a right to vote pursuant to Subsection 15.1(a) above it must first request notice in accordance with Subsection 18 below.

15.3 By the Developer. The Developer may, during the time it owns any Units, amend the Declaration without the consent and/or joinder of the Association; (i) to correct omissions or errors and for the purposes set forth in Subsection 6.2 hereof, (ii) to comply with the requirements of the Federal National Management Association (FNMA), the Government National Management Association (GNMA), the Veterans Administration (VA), the Department of Housing and Urban Development (HUD), or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities provided, however, that no such amendment shall adversely modify substantial rights of any Unit Owners without their written consent, (iii) to add additional phases in accordance with Paragraph 3.9 above.

15.4 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments by the Developer must be evidenced in writing but a certificate of the Association is not required. An amendment of the Declaration is effective when properly recorded in the Public Records of Orange County, Florida.

15.5 Proviso. Except as is otherwise expressly provided for in this Declaration, no amendment shall discriminate against any Condominium Unit Owner nor against any Condominium Unit or class or group of Condominium Units, unless all the Condominium Unit Owners so affected shall consent in writing; and no amendment shall change any Condominium Unit, Limited Common Elements, or the shares in the Common Elements

or Common Expenses appurtenant thereto, unless the record owner of the Condominium Unit concerned and all record owners of mortgages upon such Condominium Unit shall join in the execution of the amendment. Neither shall an amendment make any change in the Sections captioned "Insurance", "Reconstruction or Repair After Casualty" and "Condemnation" unless the record holders of 90% of the dollar volume of all mortgages upon the Condominium shall join in the execution of such amendment. No amendment shall be adopted or passed which shall impair or prejudice the rights or priorities of any Institutional First Mortgagee or the Developer.

16. Termination. Except as otherwise herein provided with respect to casualty loss and condemnation, this Condominium may be terminated and the Condominium Property removed from the provisions of Chapter 718, Florida Statutes, by consent of all of the Unit Owners and lienholders of record, said consent to be evidenced by a recorded instrument to that effect. Upon termination of the Condominium, the Condominium Property shall be owned in common by the Unit Owners in the same undivided shares as each Unit owned in the Common Elements. Liens shall be transferred to the undivided share in the Condominium property attributable to the Unit originally encumbered by the lien in its same priority. This Section may not be amended without the consent of all Unit Owners and of all Institutional First Mortgagees.

17. Miscellaneous Provisions.

17.1 Developer's Right to Prohibit Access. During such time as the Developer, its successors or assigns, is in the process of construction of any portion of a Condominium Building, the Developer, its successors or assigns, reserve the right to prohibit access to any portion of the Common Elements of such Condominium Building to any of the occupants of the building, and to utilize various portions of the Common Elements of the building in connection with such construction and development. No Unit Owner or his guests or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Units within the building and are carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors or agents.

17.2 Covenants. All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein; and the Unit Owners and claimants of the land or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Declaration.

17.3 Invalidation and Operation. If any provision of this Declaration or of the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, or of the Condominium Act, or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration, the

Articles of Incorporation, Bylaws, Rules and Regulations and the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances, shall not be affected thereby.

17.4 Waiver. No requirement contained in this Declaration or the Bylaws shall be deemed to have been waived by the Association's failure to enforce it, regardless of the number of violations of the requirement that occur.

17.5 Construction. Whenever the context so requires, the use of the masculine gender shall be deemed to include all genders, the use of the singular to include the plural, and the use of the plural to include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

17.6 Captions. The captions in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text that follows them.

17.7 Reasonable Attorneys Fees. All references to reasonable attorney's fees in this Declaration shall include reasonable fees for the services of an attorney-at-law whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then all review of the same by appeal or otherwise.

18. Notices First Lien Holders.

18.1 A holder, insurer or guarantor of a first mortgage ("First Lien Holders"), upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of the Declaration of Condominium effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in the Owners Association appertaining to any Unit or (iv) the purposes to which any unit or the Common Elements are restricted;

(b) Any proposed termination of the Condominium regime;

(c) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(d) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

(e) Any lapse, cancellation or material modification of any insurance policy maintained by the Owners Association provided for above.

(f) Any proposed amendment to the Declaration of Condominium which requires the approval of a majority of First Lien Holders.

19. Availability of Documents, Financial Statement.

Upon the written request from any person or entity which has an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.

In addition, the Association shall make available for inspection during normal business hours by Unit Owners, mortgagees and insurers of said mortgagees current copies of the Declaration, Bylaws, Rules and Regulations, financial statements and the like.

20. Right of Action.

The Association and any aggrieved Unit Owner shall be granted a right of action against Unit Owners for failure to comply with the provisions of the Declaration, Bylaws or Articles of the Association, or any equivalent documents or with decisions of the Association which are made pursuant to authority granted the Association in such documents. Unit Owners shall have similar rights of action against the Association.

21. Rights of Mortgagee.

To the extent that either a construction lender or the holder of the existing purchase money acquisition mortgage acquires title to more than one unit in the Condominium through foreclosure or deed in lieu of foreclosure and offers said units for sale in the ordinary course of business then in such event said mortgagee shall succeed to all of the rights of the Developer as set forth herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 29<sup>th</sup> day of May, 1984.

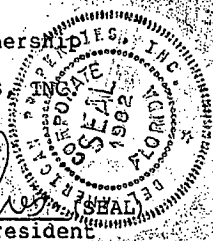
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

John M. [Signature]  
Russell [Signature]

DEL PROPERTIES II, LTD.  
a Florida Limited Partnership

DEL AMERICAN PROPERTIES  
a General Partner

By: Chris DelGuidice [Signature]  
Chris DelGuidice, President

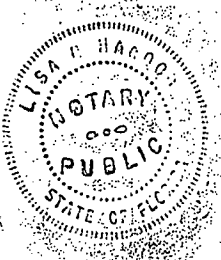


STATE OF FLORIDA )  
                          ) : ss.  
COUNTY OF ORANGE )

The foregoing DECLARATION OF CONDOMINIUM OF HIDDEN CREEK CONDOMINIUMS, was acknowledged before me by CHRIS DELGUIDICE, as President of DEL AMERICAN PROPERTIES, INC. a General Partner of DEL PROPERTIES II, LTD., a Florida Limited Partnership, on behalf of said corporation, and the foregoing person acknowledged that he was acting on behalf of the corporation as general partner of DEL PROPERTIES II, LTD. this 28 day of May, 1982.

Lisa R. Hagood  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:  
Notary Public, State Of Florida At Large  
My Commission Expires Feb. 22, 1988  
Bonded by SAFECO Insurance Company of America





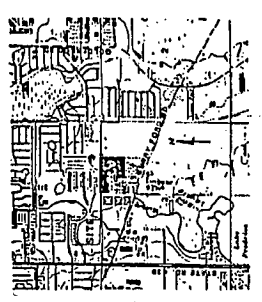
LEGAL DESCRIPTION OF  
HIDDEN CREEK CONDOMINIUMS  
(Phase I Only Containing 24 Units)

C.S. 3513, PG 759

PHASE 1:

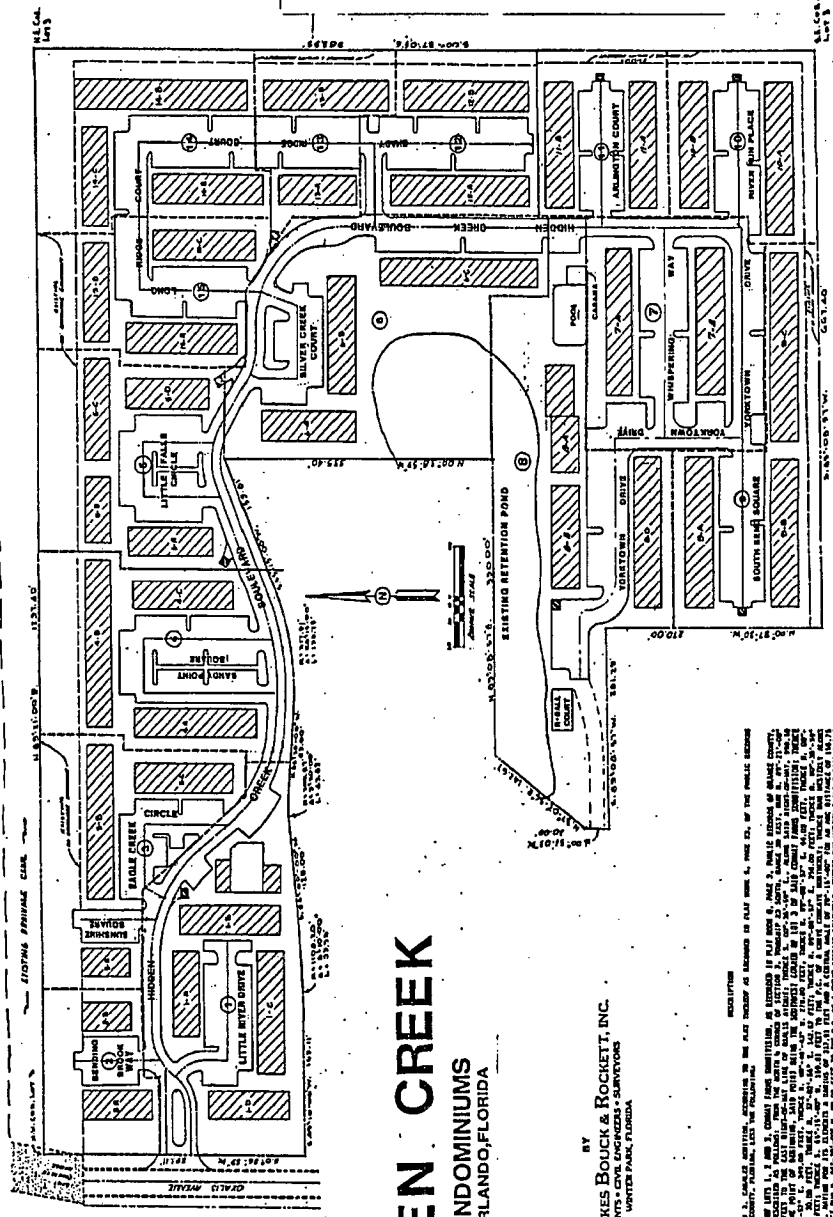
FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN S.00°-36'-59"E., ALONG THE WEST LINE OF SAID LOT 3, CARALEE ADDITION, A DISTANCE OF 144.11 FEET FOR A POINT OF BEGINNING; THENCE RUN N.89°-23'-01"E., 91.08 FEET; THENCE RUN N.00°-39'-00"W., 17.99 FEET; THENCE RUN N.89°-21'-00"E., 230.00 FEET; THENCE RUN S.38°-36'-15"E., 156.63 FEET; THENCE RUN N.89°-21'-00"E., 43.50 FEET; THENCE RUN S.00°-39'-00"E., 74.97 FEET; THENCE RUN N.86°-30'-00"W., 18.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.87 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, 49.89 FEET THROUGH A CENTRAL ANGLE OF 09°-30'-00" TO THE POINT OF TANGENCY; THENCE RUN S.84°-00'-00"W., 128.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1108.20 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, 99.93 FEET THROUGH A CENTRAL ANGLE OF 05°-10'-00" TO THE POINT OF TANGENCY; THENCE RUN S.89°-10'-00"W., 165.11 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE RUN N.00°-36'-59"W., 197.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.9093 ACRES; CONSISTING OF BUILDINGS 1A, 1B, 1C & 1D; UNITS NUMBERED 1-24.

EXHIBIT "A" to Declaration of Condominium



VICINITY MAP

PREPARED BY:  
WELLS & ELGINTY  
MARINE SURVEYOR No. 3700



# HIDDEN CREEK CONDOMINIUMS ORLANDO, FLORIDA

BY  
**BLOUNT SIKES BOUCK & ROCKETT, INC.**  
CONSULTANTS IN ARCHITECTURE AND SURVEYING  
ORLANDO, FLORIDA

RECITATION  
THIS PLAN OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

EXHIBIT "B"

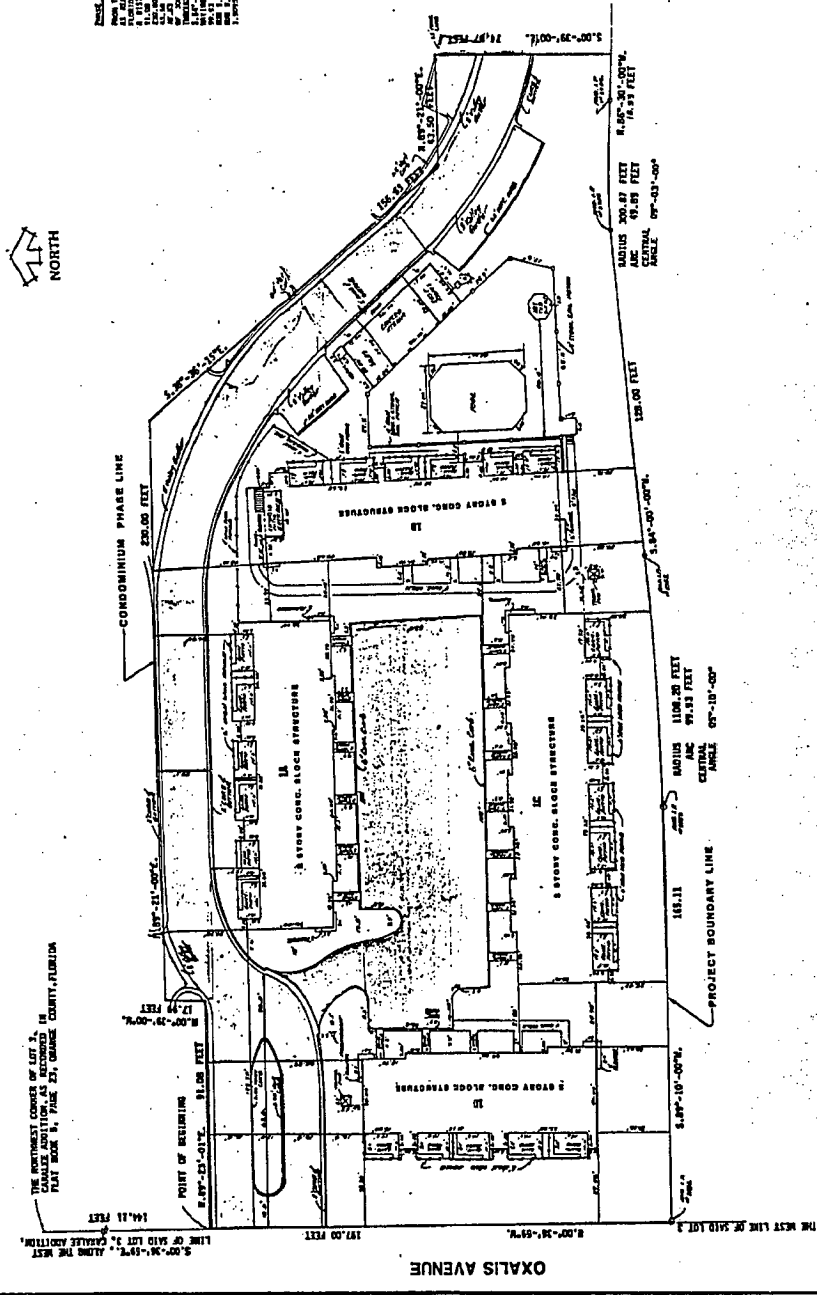
DESCRIPTION

THIS IS TO CERTIFY THAT I HAVE MADE A VISUAL SURVEY OF THE ABOVE DESCRIBED PROPERTY AND HAVE FOUND THAT THE SAME IS ACCORDING TO THE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF ORANGE, FLORIDA. I HEREBY CERTIFY THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 107.07, CHAPTER 107, PART I, FLORIDA STATUTES.

SURVEY CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE MADE A VISUAL SURVEY OF THE ABOVE DESCRIBED PROPERTY AND HAVE FOUND THAT THE SAME IS ACCORDING TO THE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF ORANGE, FLORIDA. I HEREBY CERTIFY THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 107.07, CHAPTER 107, PART I, FLORIDA STATUTES.

*[Handwritten Signature]*  
 SURVEYOR  
 STATE OF FLORIDA



DATE		MAY, 1984	PROJECT NO.	5300-11
SCALE		1" = 40'	SHEET NO.	1
PROJECT NAME		HIDDEN CREEK CONDOMINIUMS (PHASE 1)		
SURVEYOR		BLOUNT Sires Bouck & Rockett, Inc. CONSULTING ENGINEERS AND SURVEYORS WINTER PARK, FLORIDA		
OWNER	DATE	BY	DATE	PROJECT NUMBER

# HIDDEN CREEK CONDOMINIUMS

## PHASING AND LEGAL DESCRIPTIONS 15 PHASES

O.P. 3513 PG 762

### PHASE 1:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN S.00°-36'-59"E., ALONG THE WEST LINE OF SAID LOT 3, CARALEE ADDITION, A DISTANCE OF 144.11 FEET FOR A POINT OF BEGINNING; THENCE RUN N.89°-23'-01"E., 91.08 FEET; THENCE RUN N.00°-39'-00"W., 17.99 FEET; THENCE RUN N.89°-21'-00"E., 230.00 FEET; THENCE RUN S.38°-36'-15"E., 156.63 FEET; THENCE RUN N.89°-21'-00"E., 43.50 FEET; THENCE RUN S.00°-39'-00"E., 74.97 FEET; THENCE RUN N.86°-30'-00"W., 18.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.87 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, 49.89 FEET THROUGH A CENTRAL ANGLE OF 09°-30'-00" TO THE POINT OF TANGENCY; THENCE RUN S.84°-00'-00"W., 128.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1108.20 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, 99.93 FEET THROUGH A CENTRAL ANGLE OF 05°-10'-00" TO THE POINT OF TANGENCY; THENCE RUN S.89°-10'-00"W., 165.11 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE RUN N.00°-36'-59"W., 197.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.9093 ACRES; CONSISTING OF BUILDINGS 1A, 1B, 1C & 1D; UNITS NUMBERED 1-24.

### PHASE 2

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 191.22 FEET; THENCE RUN S.00°-39'-00"W., 126.17 FEET; THENCE RUN S.89°-21'-00"W., 100.22 FEET; THENCE RUN S.00°-39'-00"E., 17.99 FEET; THENCE RUN S.89°-23'-01"W., 91.08 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE RUN N.00°-36'-59"W., 144.11 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.5915 ACRES; CONSISTING OF BUILDINGS 2A & 2B; UNITS NUMBERED 25-31.

### PHASE 3:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 191.22 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 298.22 FEET; THENCE RUN S.00°-39'-00"E., 104.00 FEET; THENCE RUN S.89°-21'-00"W., 9.40 FEET; THENCE RUN S.00°-39'-00"E., 145.68 FEET; THENCE RUN S.89°-21'-00"W., 62.71 FEET; THENCE RUN N.38°-36'-15"W., 156.63 FEET; THENCE RUN S.89°-21'-00"W., 129.78 FEET; THENCE RUN N.00°-39'-00"W., 126.17 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.1734 ACRES; CONSISTING OF BUILDINGS 3A, 3B & 3C; UNITS NUMBERED 32-49.

### PHASE 4:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 489.44 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.89°-21'-00"E., 219.33 FEET; THENCE RUN S.00°-39'-00"E., 104.00 FEET; THENCE RUN S.89°-21'-00"W., 14.27 FEET; THENCE RUN S.00°-39'-00"E., 193.96 FEET; THENCE RUN S.65°-15'-00"W., 12.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 317.91 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE 156.75 FEET THROUGH A CENTRAL ANGLE OF 28°-15'-00" TO THE POINT OF TANGENCY; THENCE RUN N.86°-30'-00"W., 70.47 FEET; THENCE RUN N.00°-39'-00"W., 74.97 FEET; THENCE RUN N.89°-21'-00"E., 19.21 FEET; THENCE RUN N.00°-39'-00"W., 145.68 FEET; THENCE RUN N.89°-21'-00"E., 9.40 FEET; THENCE RUN N.00°-39'-00"W., 104.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.6350 ACRES; CONSISTING OF BUILDINGS 4A, 4B & 4C; UNITS NUMBERED 50-73.

# HIDDEN CREEK CONDOMINIUMS

## PHASING AND LEGAL DESCRIPTIONS 15 PHASES

D.R. 3513 PG 763

### PHASE 5:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 708.77 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.89°-21'-00"E., 233.98 FEET; THENCE RUN S.00°-39'-00"E., 104.00 FEET; THENCE RUN S.89°-21'-00"W., 20.75 FEET; THENCE RUN S.00°-39'-00"E., 133.61 FEET; THENCE RUN S.89°-21'-00"W., 92.58 FEET; THENCE RUN S.65°-15'-00"W., 147.81 FEET; THENCE RUN N.00°-39'-00"W., 193.96 FEET; THENCE RUN N.89°-21'-00"E., 14.27 FEET; THENCE RUN N.00°-39'-00"W., 104.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.3499 ACRES; CONSISTING OF BUILDINGS 5A, 5B, 5C & 5D; UNITS NUMBERED 74-93.

### PHASE 6:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN THENCE N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 943.75 FEET; THENCE RUN S.00°-39'-00"E., 104.00 FEET; THENCE RUN S.89°-21'-00"W., 20.75 FEET; THENCE RUN S.00°-39'-00"E., 133.61 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.00°-39'-00"E., 27.39 FEET; THENCE RUN N.89°-21'-00"E., 91.50 FEET; THENCE RUN S.59°-28'-39"E., 59.46 FEET; THENCE RUN S.00°-39'-00"E., 94.10 FEET; THENCE RUN N.89°-21'-00"E., 5.75 FEET; THENCE RUN S.00°-39'-00"E., 232.00 FEET; THENCE RUN S.01°-45'-49"E., 10.22 FEET; THENCE RUN S.89°-21'-00"W., 106.70 FEET; THENCE RUN N.00°-39'-00"W., 79.31 FEET; THENCE RUN S.89°-21'-00"W., 167.63 FEET; THENCE RUN N.00°-38'-59"W., 335.40 FEET; THENCE RUN N.89°-21'-00"E., 92.58 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.1220 ACRES; CONSISTING OF BUILDINGS 6A, 6B & 6C; UNITS NUMBERED 94-116.

### PHASE 7:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 1104.68 FEET; THENCE RUN S.00°-39'-00"E., 700.25 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.01°-45'-49"E., 16.44 FEET; THENCE RUN S.00°-39'-00"E., 181.56 FEET; THENCE RUN S.89°-21'-00"W., 27.82 FEET; THENCE RUN S.00°-39'-00"E., 16.50 FEET; THENCE RUN S.89°-21'-00"W., 243.75 FEET; THENCE RUN N.00°-39'-00"E., 214.50 FEET; THENCE RUN N.89°-21'-00"E., 271.45 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.3277 ACRES; CONSISTING OF BUILDINGS 7A & 7B; UNITS NUMBERED 117-136.

### PHASE 8:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 997.05 FEET; THENCE RUN S.00°-39'-00"E., 573.01 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.00°-39'-00"E., 79.31 FEET; THENCE RUN N.89°-21'-00"E., 106.70 FEET; THENCE RUN S.01°-45'-49"E., 47.94 FEET; THENCE RUN S.89°-21'-00"W., 271.45 FEET; THENCE RUN S.00°-39'-00"E., 102.50 FEET; THENCE RUN S.89°-21'-00"W., 203.69 FEET; THENCE RUN N.00°-37'-30"W., 86.46 FEET; THENCE RUN S.89°-08'-57"W., 237.29 FEET; THENCE RUN N.00°-51'-03"W., 30.00 FEET; THENCE RUN N.37°-02'-56"E., 142.67 FEET; THENCE RUN N.89°-08'-57"E., 350.00 FEET; THENCE RUN N.89°-21'-00"E., 167.63 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.333 ACRES; CONSISTING OF BUILDINGS 8A, 8B & 8C; UNITS NUMBERED 137-158.

# HIDDEN CREEK CONDOMINIUMS

## PHASING AND LEGAL DESCRIPTIONS 15 PHASES

C.F. 3513 PG 764

### PHASE 9:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 1297.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE RUN S.00°-37'-05"E., ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 983.95 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE RUN S.89°-08'-57"W., ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 219.67 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.89°-08'-57"W., 447.73 FEET; THENCE RUN N.00°-37'-30"W., 183.54 FEET; THENCE RUN N.89°-21'-00"E., 203.69 FEET; THENCE RUN S.00°-39'-00"E., 112.00 FEET; THENCE RUN N.89°-21'-00"E., 243.95 FEET; THENCE RUN S.00°-39'-00"E., 69.97 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.2510 ACRES; CONSISTING OF BUILDINGS 9A, 9B & 9C; UNITS NUMBERED 159-187.

### PHASE 10:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 1297.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE RUN S.00°-37'-05"E., ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 802.20 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.00°-37'-05"E., 181.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE RUN S.89°-08'-57"W., ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 219.67 FEET; THENCE RUN N.00°-39'-00"W., 86.47 FEET; THENCE RUN N.89°-21'-00"E., 27.82 FEET; THENCE RUN N.00°-39'-00"W., 96.05 FEET; THENCE RUN N.89°-21'-00"E., 191.95 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.8574 ACRES; CONSISTING OF BUILDINGS 10A & 10B; UNITS NUMBERED 188-203.

### PHASE 11:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 1297.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE RUN S.00°-37'-05"E., ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 634.97 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.00°-37'-05"E., 167.23 FEET; THENCE RUN S.89°-21'-00"W., 191.95 FEET; THENCE RUN N.00°-39'-00"W., 85.51 FEET; THENCE RUN N.01°-45'-49"W., 74.60 FEET; THENCE RUN N.00°-39'-00"W., 7.13 FEET; THENCE RUN N.89°-21'-00"E., 193.49 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.7386 ACRES; CONSISTING OF BUILDINGS 11A & 11B; UNITS NUMBERED 204-217.

### PHASE 12:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 1297.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE RUN S.00°-37'-05"E., ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 456.98 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.00°-37'-05"E., 177.99 FEET; THENCE RUN S.89°-21'-00"W., 193.49 FEET; THENCE RUN N.00°-39'-00"W., 224.87 FEET; THENCE RUN N.89°-21'-00"E., 117.25 FEET; THENCE RUN S.00°-39'-00"E., 46.88 FEET; THENCE RUN N.89°-21'-00"E., 82.09 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.9108 ACRES; CONSISTING OF BUILDINGS 12A & 12B; UNITS NUMBERED 218-234.

# HIDDEN CREEK CONDOMINIUMS

## PHASING AND LEGAL DESCRIPTIONS 15 PHASES

D.E. 3513 PG 765

### PHASE 13:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 1297.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE RUN S.00°-37'-05"E., ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 278.99 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.00°-37'-05"E., 177.99 FEET; THENCE RUN S.89°-21'-00"W., 82.09 FEET; THENCE RUN N.00°-39'-00"W., 46.88 FEET; THENCE RUN S.89°-21'-00"W., 117.25 FEET; THENCE RUN N.00°-39'-00"W., 94.10 FEET; THENCE RUN N.59°-28'-39"W., 39.07 FEET; THENCE RUN N.89°-21'-00"E., 93.67 FEET; THENCE RUN N.00°-39'-00"W., 16.79 FEET; THENCE RUN N.89°-21'-00"E., 139.19 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.6731 ACRES; CONSISTING OF BUILDINGS 13A & 13B; UNITS NUMBERED 235-247.

### PHASE 14:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 1077.40 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.89°-21'-00"E., 220.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE RUN S.00°-37'-05"E., ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 278.99 FEET; THENCE RUN S.89°-21'-00"W., 139.19 FEET; THENCE RUN S.00°-39'-00"E., 16.79 FEET; THENCE RUN S.89°-21'-00"W., 58.00 FEET; THENCE RUN N.00°-39'-00"W., 194.78 FEET; THENCE RUN S.89°-21'-00"W., 22.65 FEET; THENCE RUN N.00°-39'-00"W., 101.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.3383 ACRES; CONSISTING OF BUILDINGS 14A, 14B & 14C; UNITS NUMBERED 248-271.






### PHASE 15:

FROM THE NORTHWEST CORNER OF LOT 3, CARALEE ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN N.89°-21'-00"E., ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 942.75 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.89°-21'-00"E., 134.65 FEET; THENCE RUN S.00°-39'-00"E., 101.00 FEET; THENCE RUN N.89°-21'-00"E., 22.65 FEET; THENCE RUN S.00°-39'-00"E., 194.78 FEET; THENCE RUN S.89°-21'-00"W., 35.67 FEET; THENCE RUN N.59°-28'-39"W., 59.46 FEET; THENCE RUN S.89°-21'-00"W., 91.50 FEET; THENCE RUN N.00°-39'-00"W., 161.00 FEET; THENCE RUN N.89°-21'-00"E., 20.75 FEET; THENCE RUN N.00°-39'-00"W., 104.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.0243 ACRES; CONSISTING OF BUILDINGS 15A, 15B & 15C; UNITS NUMBERED 272-290.

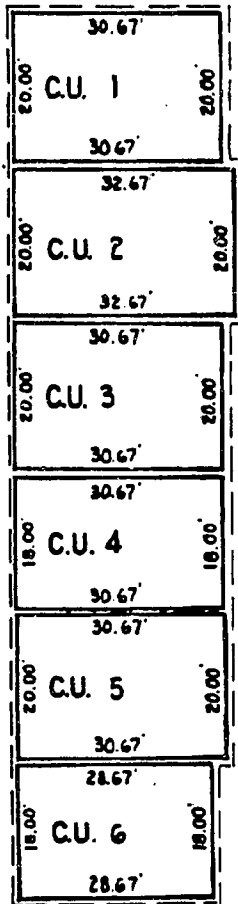
# HIDDEN CREEK CONDOMINIUMS

## LEGEND

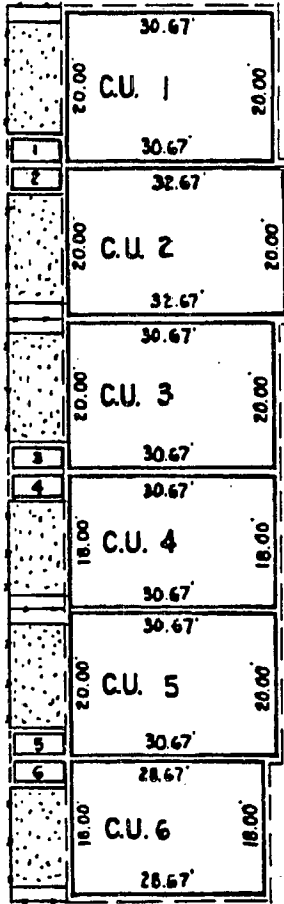
C.P. 3513 PG 766

1. Each Condominium Unit consists of the space bounded by a vertical projection of the Condominium Unit Boundry Line shown and by the horizontal planes at the floor and ceiling elevations noted on the Unit detail sheets.
2. The elevations of the floor and ceiling are based on USCGS datum and are expressed in feet and hundredths of feet.
3. The floor elevation of the Condominium Units and the ceiling elevation of the Condominium Units are shown on those sheets of this EXHIBIT "B" that depict each Condominium Unit.
4. All interior angles of the Condominium Units are 90 degrees unless otherwise noted.
5.  Indicates Condominium Unit Boundary.  
 Indicates common Elements.  
 Indicates concrete Patio ( A limited common element)  
 Indicates 6' Wooden Fence.  
 Indicates storage area for Condominium #
6. Parking areas are a Limited Common Element for the use of all Condominium Unit owners and specific parking areas will be assigned by the association.
7. All exterior walls and walls separating the Units are 0.67 feet.
8. All Condominium Units in each building located on the Condominium property are given identifying numbers, which are delineated within each Condominium Unit space as C.U. \_\_\_ in this EXHIBIT "B". The Condominium Unit Number is also the Condominium Parcel Number.
9. The parcel of land comprised of Phases 1 through 15 has certain rights of Ingress and Egress as documented in Official Record Book 2885 Pages 181, 182 and 183 and revised in Official Record Book 2885 Pages 1963 and 1964 of the Public Records of Orange County, Florida.

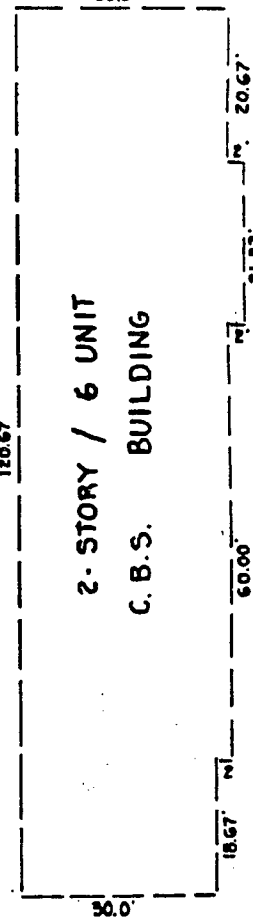




Second Floor  
 Floor Elev. 105.08  
 Ceiling Elev. 113.08



First Floor  
 Floor Elev. 95.75  
 Ceiling Elev. 103.75

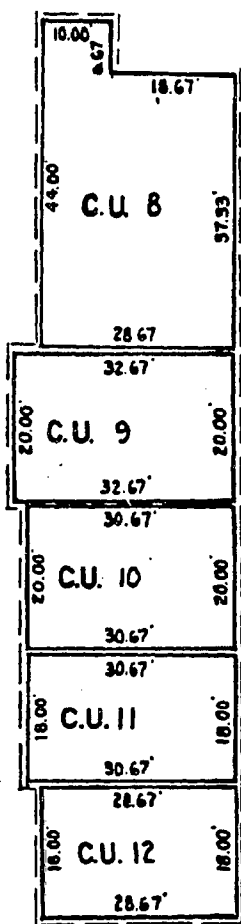


Building Detail

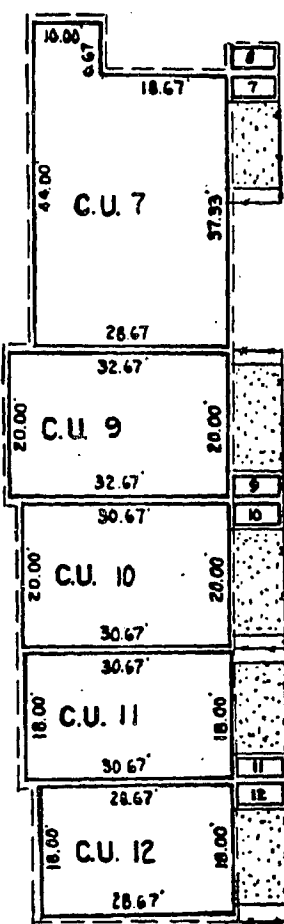


Common Elements, Limited Common Elements, and  
 Condominium Units 1 thru 6

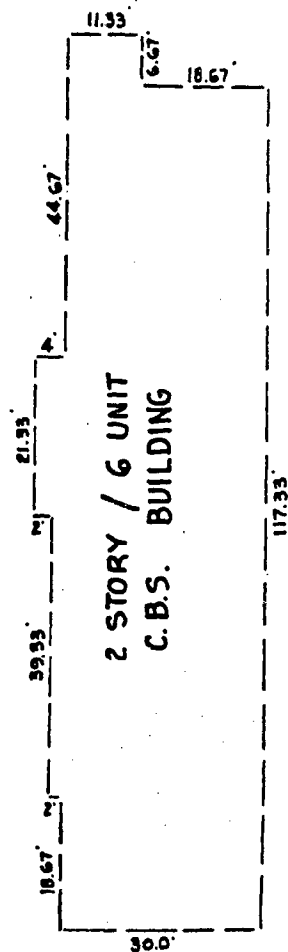
of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 1A



Second Floor  
 Floor Elev. 105.23  
 Ceiling Elev. 113.23



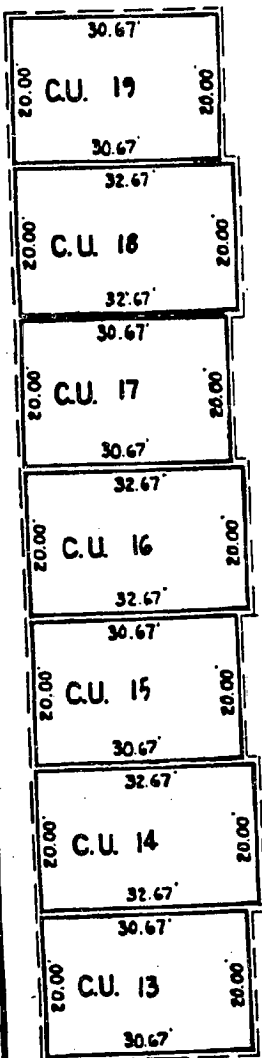
First Floor  
 Floor Elev. 95.9  
 Ceiling Elev. 103.9



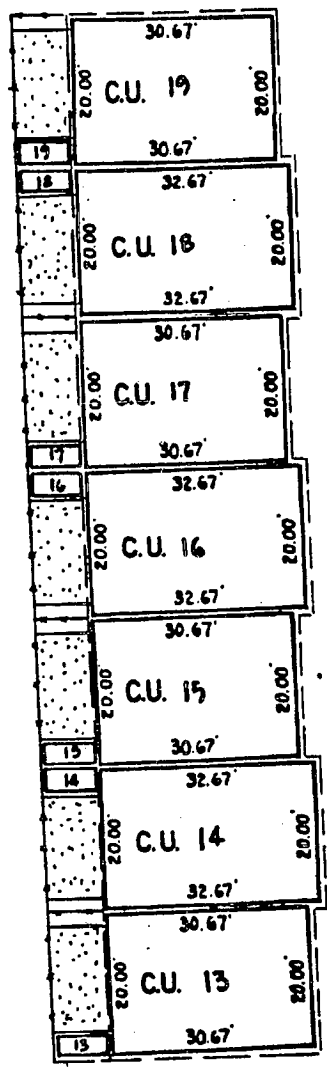
Building Detail

Common Elements, Limited Common Elements, and  
 Condominium Units 7 thru 12

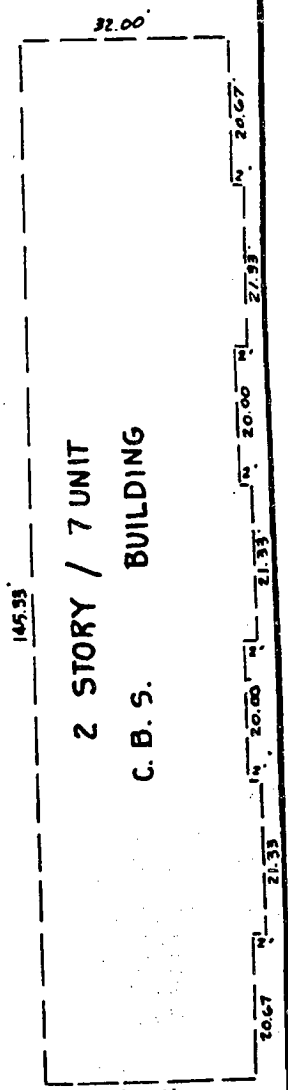
of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 1B



Second Floor  
 Floor Elev. 105.03  
 Ceiling Elev. 113.03



First Floor  
 Floor Elev. 95.7  
 Ceiling Elev. 103.7

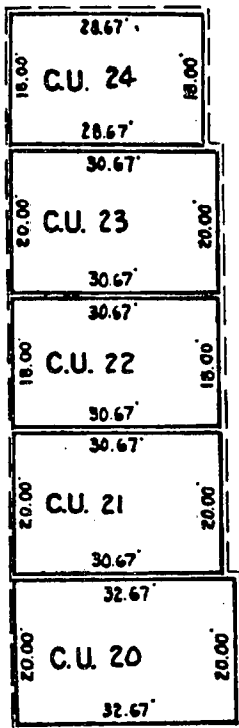


Building Detail

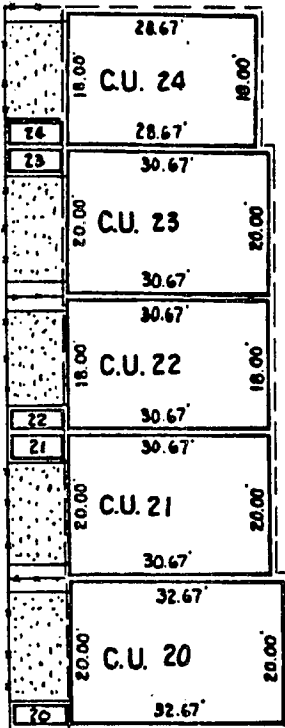


Common Elements, Limited Common Elements, and  
 Condominium Units 13 thru 19

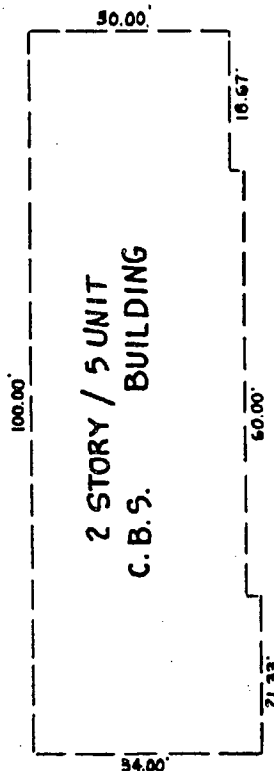
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 1C



Second Floor  
 Floor Elev. 105.53  
 Ceiling Elev. 113.53



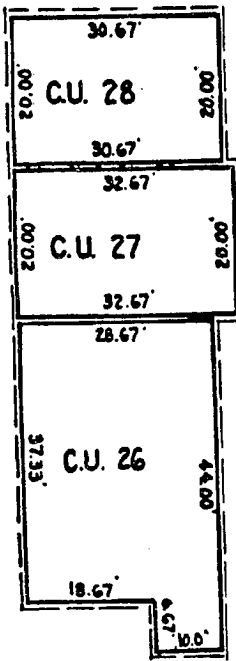
First Floor  
 Floor Elev. 96.2  
 Ceiling Elev. 104.2



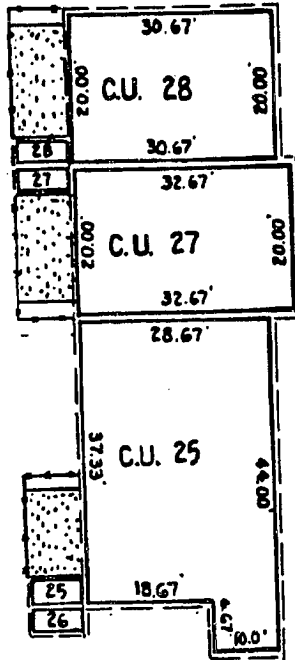
Building Detail

Common Elements, Limited Common Elements, and  
 Condominium Units 20 thru 24

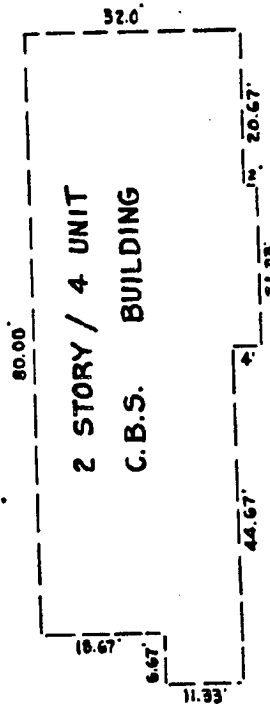
of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 1D



Second Floor  
 Floor Elev. 104.63  
 Ceiling Elev. 112.63



First Floor  
 Floor Elev. 95.3  
 Ceiling Elev. 103.3



Building Detail



Common Elements, Limited Common Elements, and  
 Condominium Units 25 thru 28

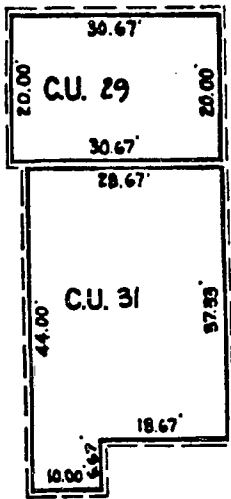
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 2A

SHEET II OF 47

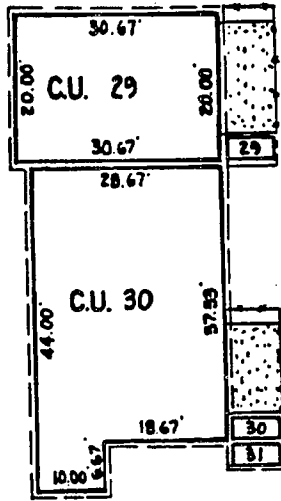
-60-

EXHIBIT "B"

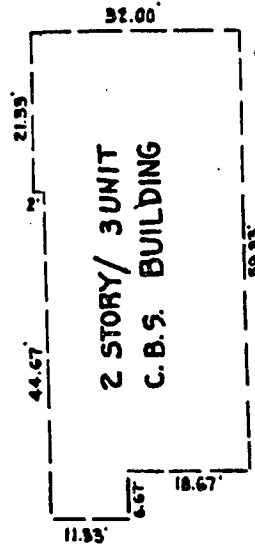
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Second Floor  
Floor Elev. 104.13  
Ceiling Elev. 112.13



First Floor  
Floor Elev. 94.8  
Ceiling Elev. 102.8

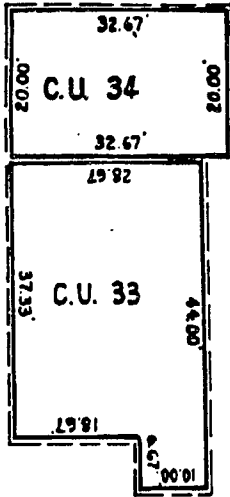


Building Detail

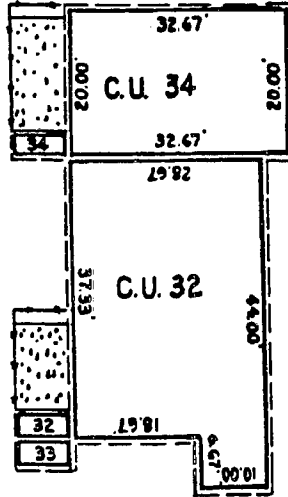


Common Elements, Limited Common Elements, and  
Condominium Units 29 thru 31

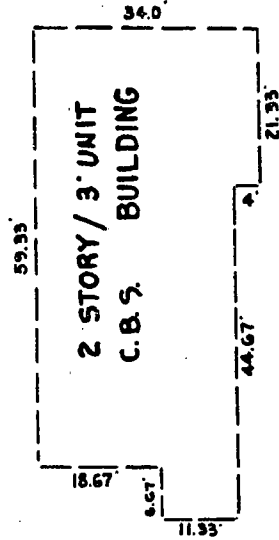
**HIDDEN CREEK CONDOMINIUMS**  
BUILDING NO. 2B



Second Floor  
 Floor Elev. 103.73  
 Ceiling Elev. 111.73



First Floor  
 Floor Elev. 94.4  
 Ceiling Elev. 102.4



Building Detail



Common Elements, Limited Common Elements, and  
 Condominium Units 32 thru 34

**HIDDEN CREEK** of **CONDOMINIUMS**  
**BUILDING NO. 34**

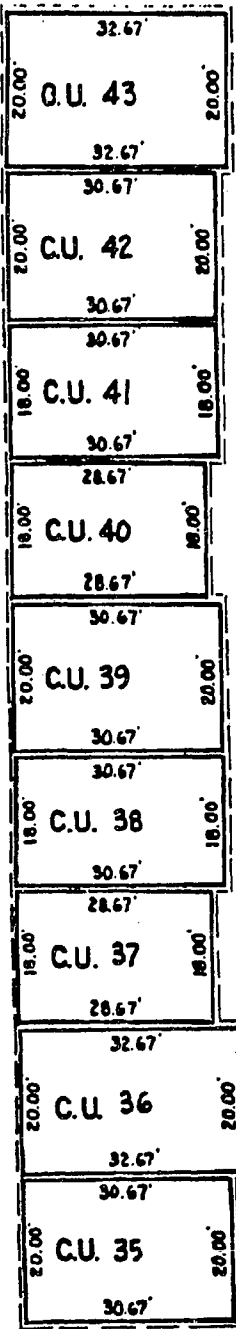
SHEET 13 OF 47

-62-

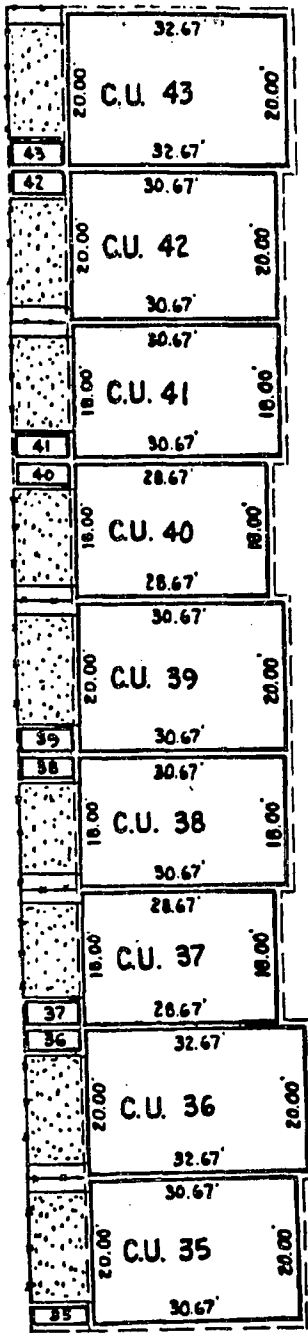
EXHIBIT "B"

ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.

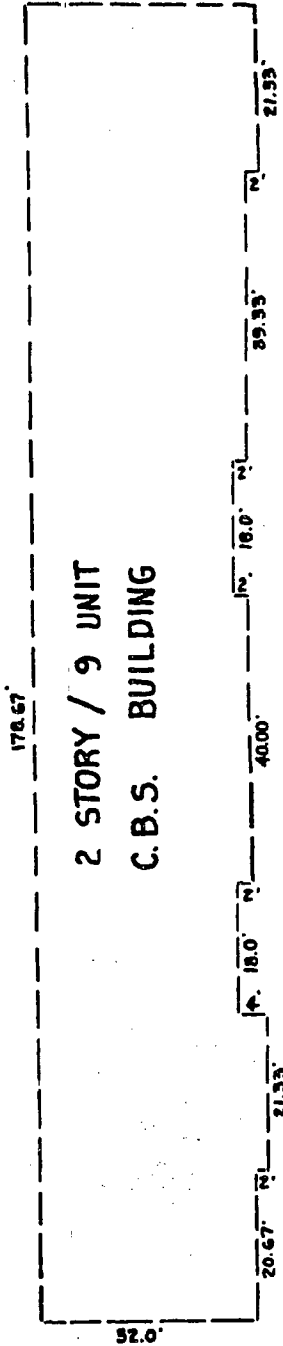
C.A. 3513 PC 77A



Second Floor  
 Floor Elev. 103.83  
 Ceiling Elev. 111.83



First Floor  
 Floor Elev. 94.5  
 Ceiling Elev. 102.5



Building Detail



Common Elements, Limited Common Elements, and  
 Condominium Units 35 thru 43

**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 3B

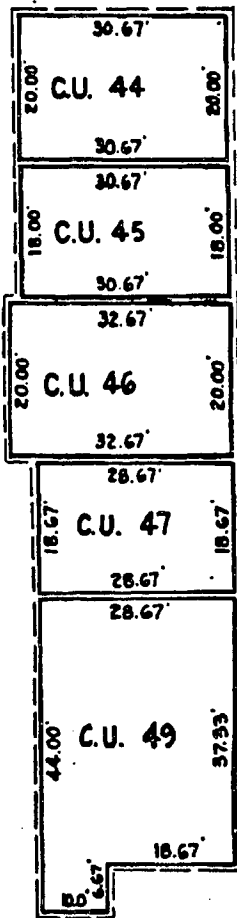
SHEET 14 OF 47

-63-

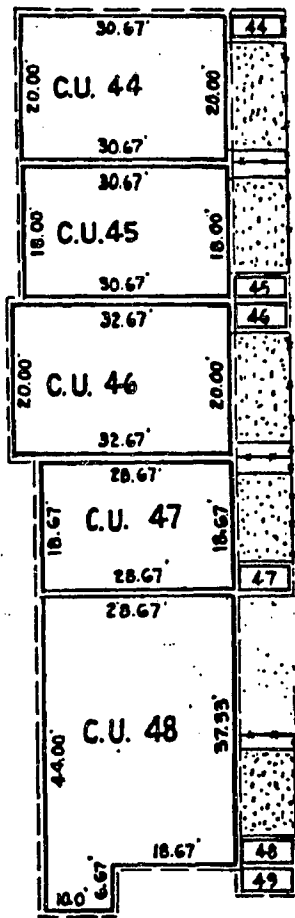
EXHIBIT "B"

ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.

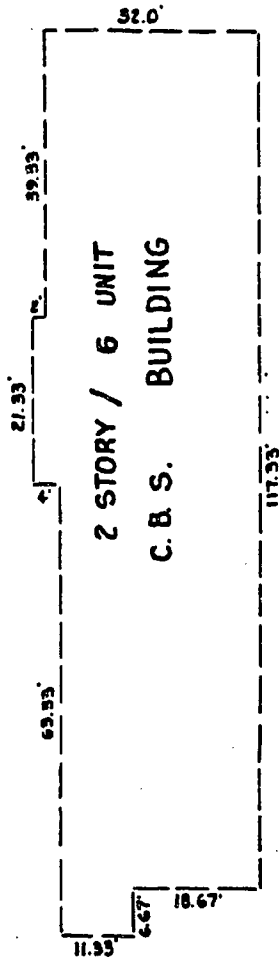




Second Floor  
 Floor Elev. 103.53  
 Ceiling Elev. 111.53



First Floor  
 Floor Elev. 94.2  
 Ceiling Elev. 102.2

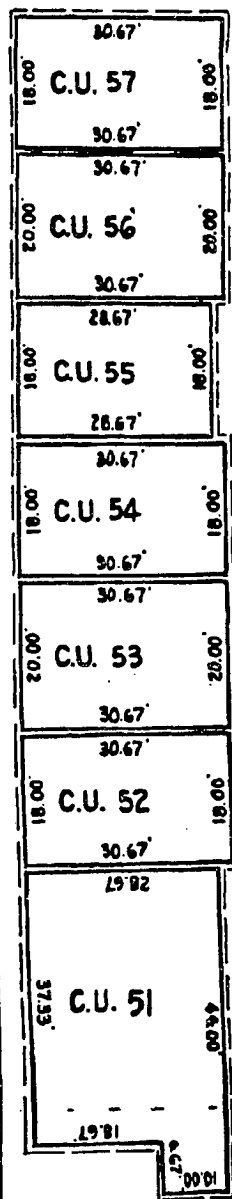


Building Detail

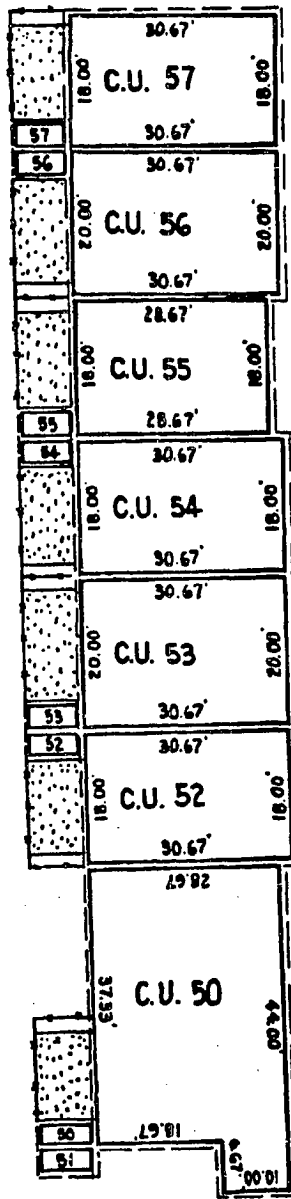
Common Elements, Limited Common Elements, and  
 Condominium Units 44 thru 49

**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 3C

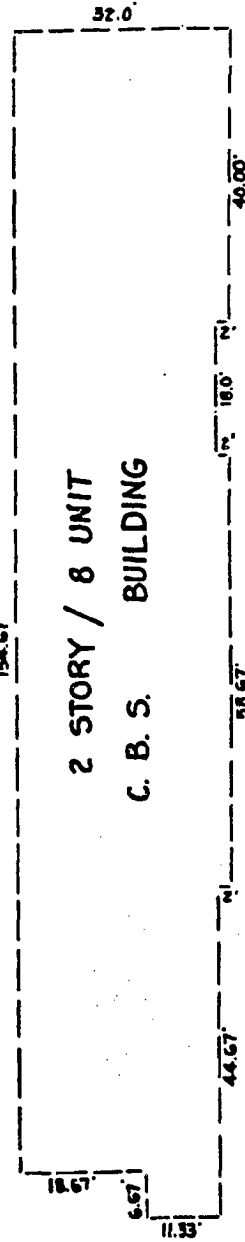
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Second Floor  
 Floor Elev. 103.73  
 Ceiling Elev. 111.73



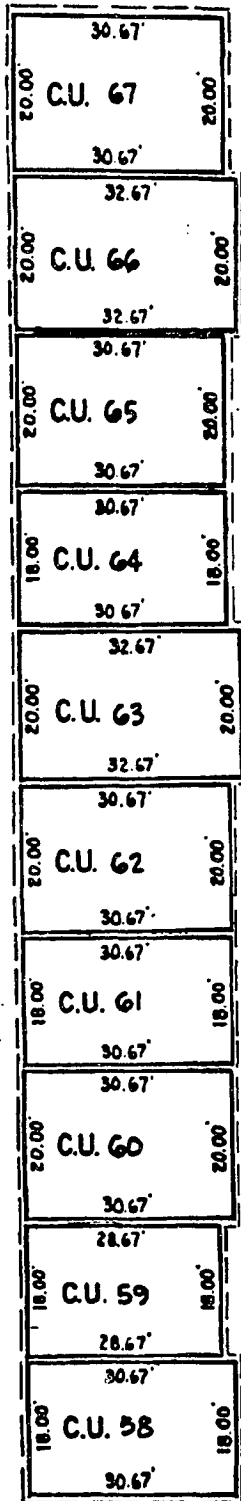
First Floor  
 Floor Elev. 94.4  
 Ceiling Elev. 102.4



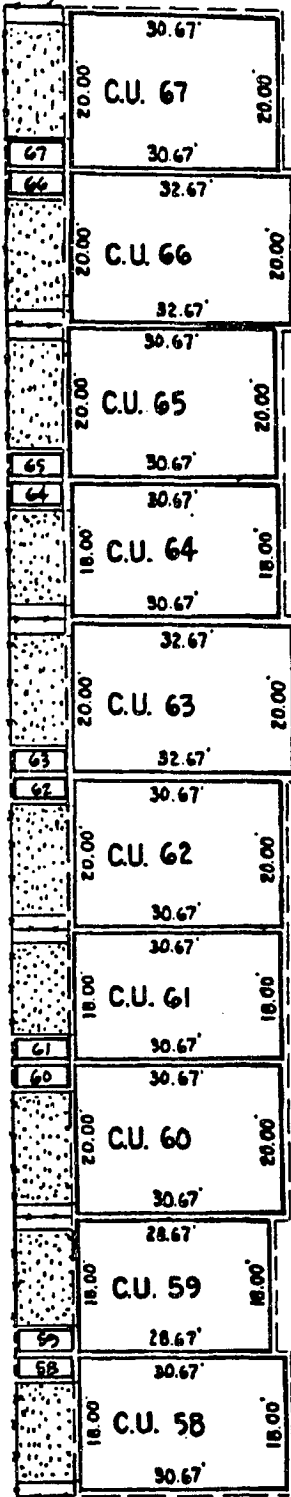
Building Detail

Common Elements, Limited Common Elements, and  
 Condominium Units 50 thru 57

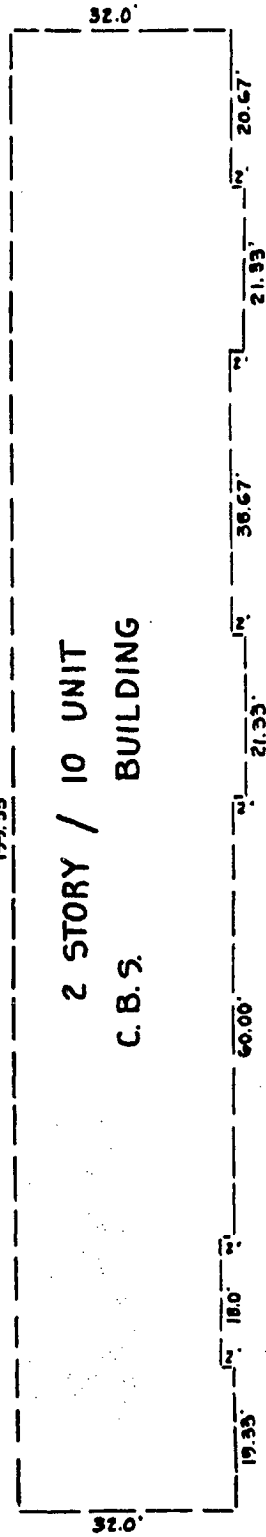
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 4A



Second Floor  
 Floor Elev. 103.83  
 Ceiling Elev. 111.83



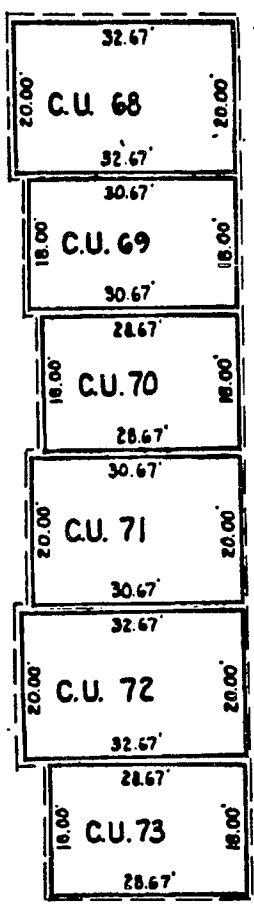
First Floor  
 Floor Elev. 94.5  
 Ceiling Elev. 102.5



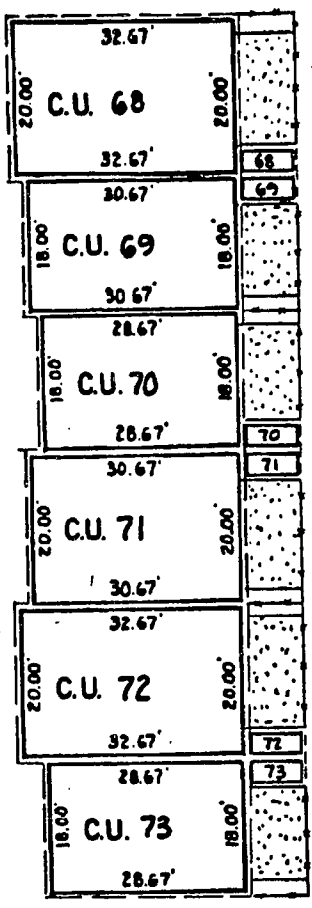
Building Detail

Common Elements, Limited Common Elements, and  
 Condominium Units 58 thru 67

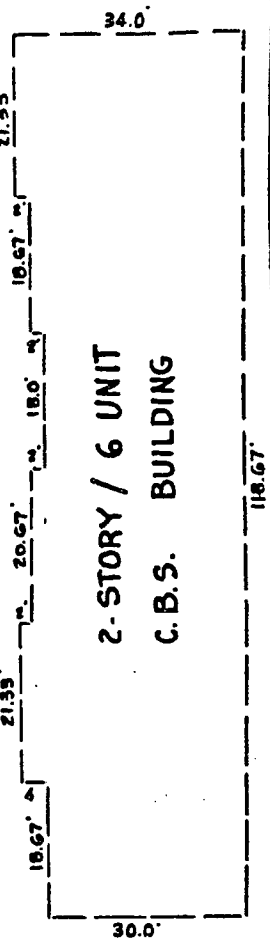
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 4B



Second Floor  
 Floor Elev. 103.83  
 Ceiling Elev. 111.83



First Floor  
 Floor Elev. 94.5  
 Ceiling Elev. 102.5



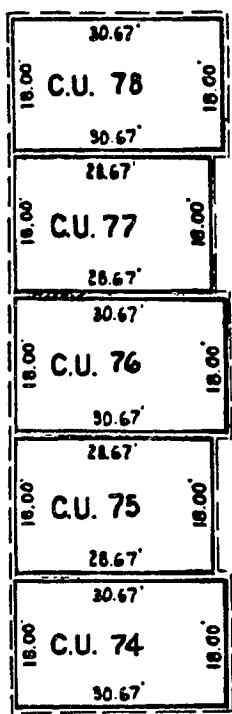
Building Detail



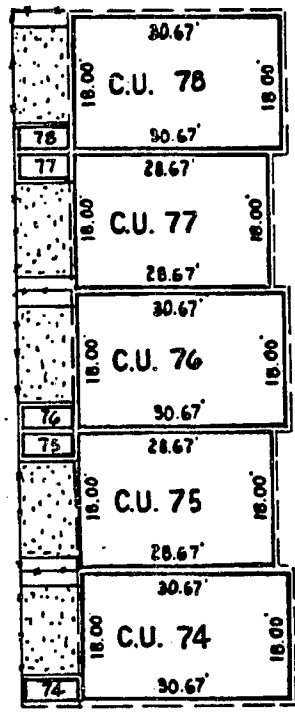
Common Elements, Limited Common Elements, and  
 Condominium Units 68 thru 73

**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 4C

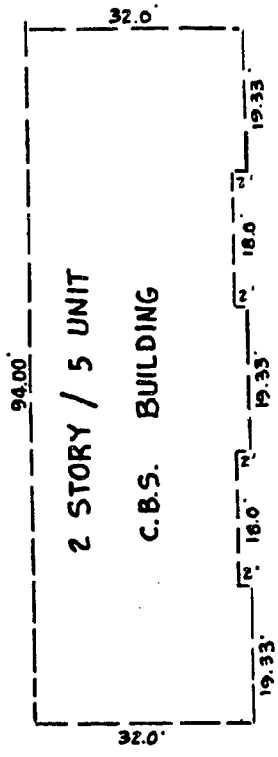
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



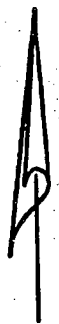
Second Floor  
 Floor Elev. 103.93  
 Ceiling Elev. 111.93



First Floor  
 Floor Elev. 94.6  
 Ceiling Elev. 102.6



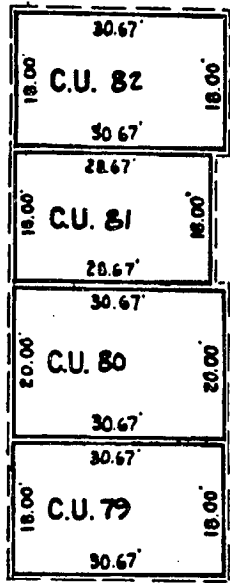
Building Detail



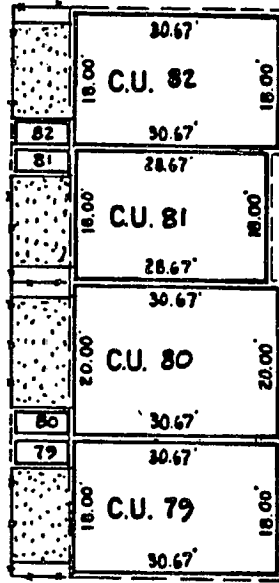
Common Elements, Limited Common Elements, and  
 Condominium Units 74 thru 78

of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 5A

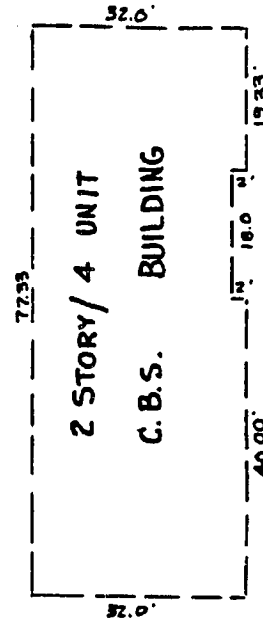
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Second Floor  
 Floor Elev. 103.93  
 Ceiling Elev. 111.93



First Floor  
 Floor Elev. 94.6  
 Ceiling Elev. 102.6



Building Detail



Common Elements, Limited Common Elements, and  
 Condominium Units 79 thru 82

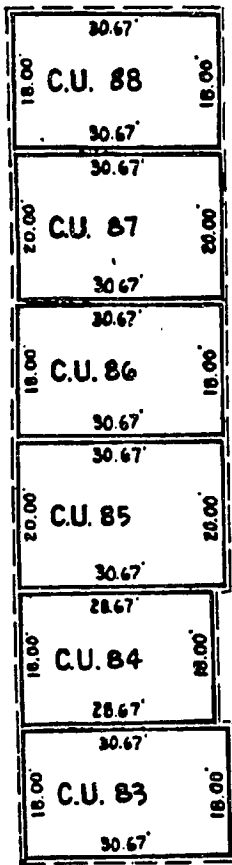
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 58

SHEET 20 OF 47

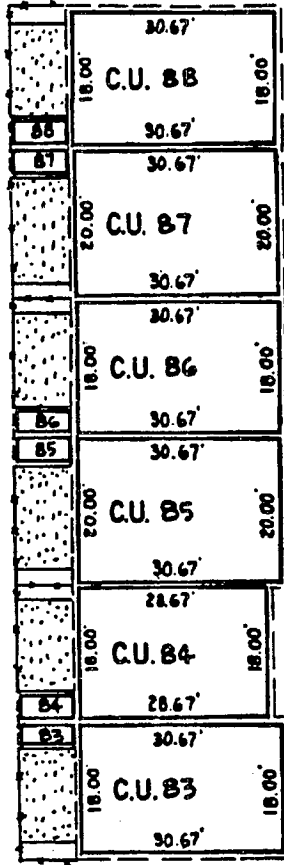
-89-

EXHIBIT "B"

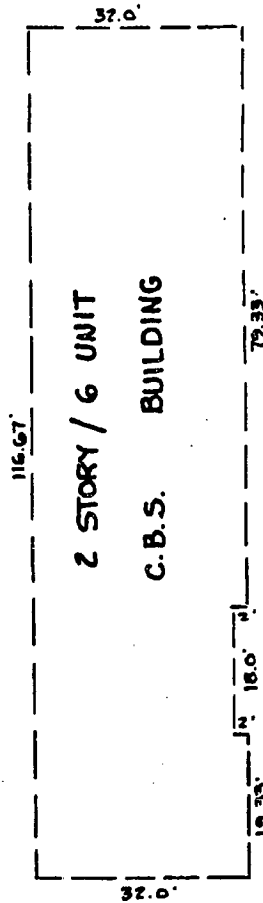
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Second Floor  
 Floor Elev. 103.63  
 Ceiling Elev. 111.63



First Floor  
 Floor Elev. 94.3  
 Ceiling Elev. 102.3



Building Detail



Common Elements, Limited Common Elements, and  
 Condominium Units 83 thru 88

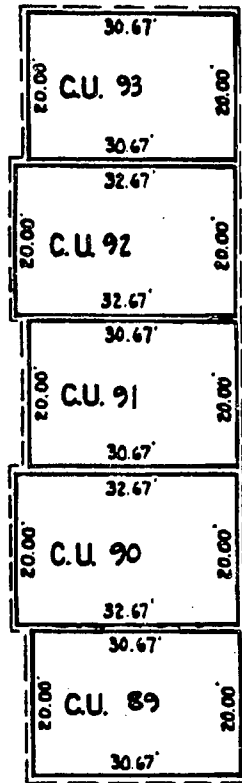
of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 5C

SHEET 21 OF 47

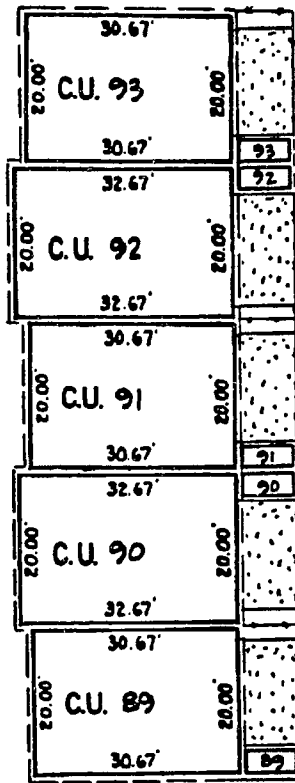
-7D-

EXHIBIT "B"

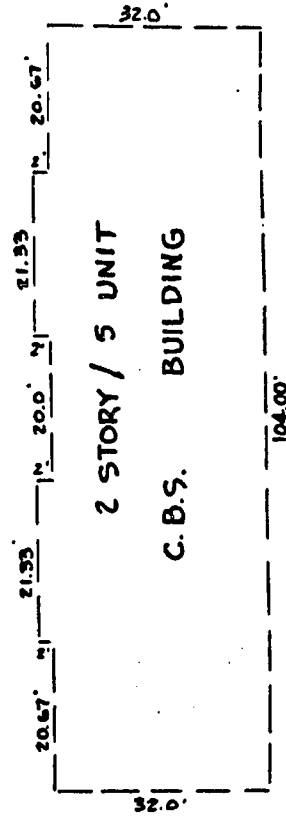
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Second Floor  
 Floor Elev. 103.63  
 Ceiling Elev. 111.63



First Floor  
 Floor Elev. 94.3  
 Ceiling Elev. 102.3

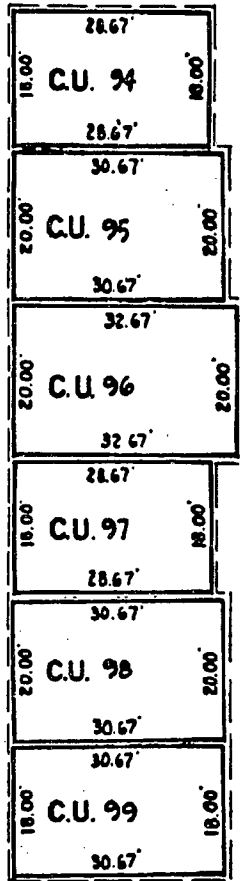


Building Detail

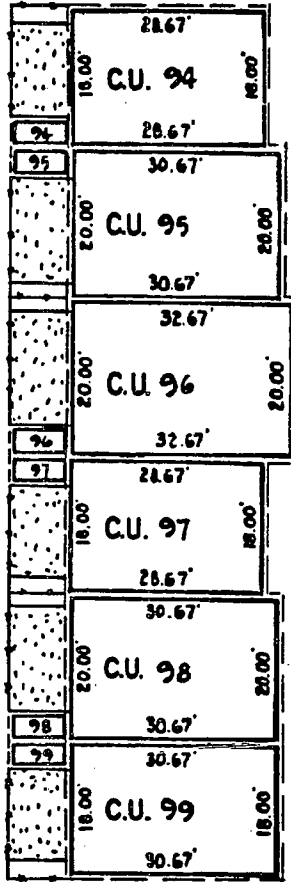


Common Elements, Limited Common Elements, and  
 Condominium Units 89 thru 93  
 of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 5D

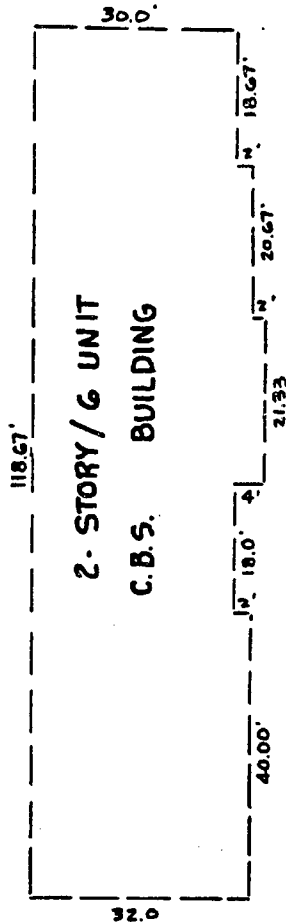




Second Floor  
 Floor Elev. 103.13  
 Ceiling Elev. 111.13



First Floor  
 Floor Elev. 93.8  
 Ceiling Elev. 101.8

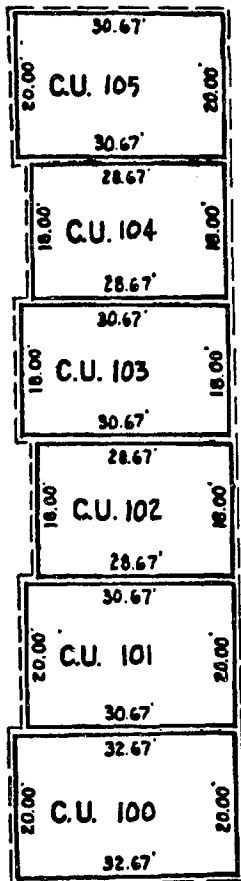


Building Detail

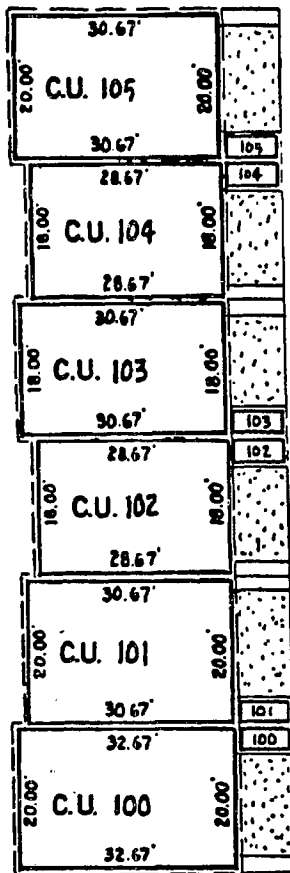


Common Elements, Limited Common Elements, and  
 Condominium Units 94 thru 99

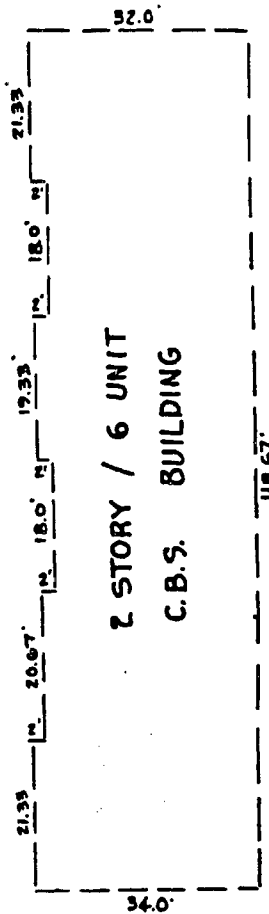
of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 6A



Second Floor  
 Floor Elev. 103.13  
 Ceiling Elev. 111.13



First Floor  
 Floor Elev. 93.8  
 Ceiling Elev. 101.8



Building Detail



Common Elements, Limited Common Elements, and  
 Condominium Units 100 thru 105  
 of

**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 6B

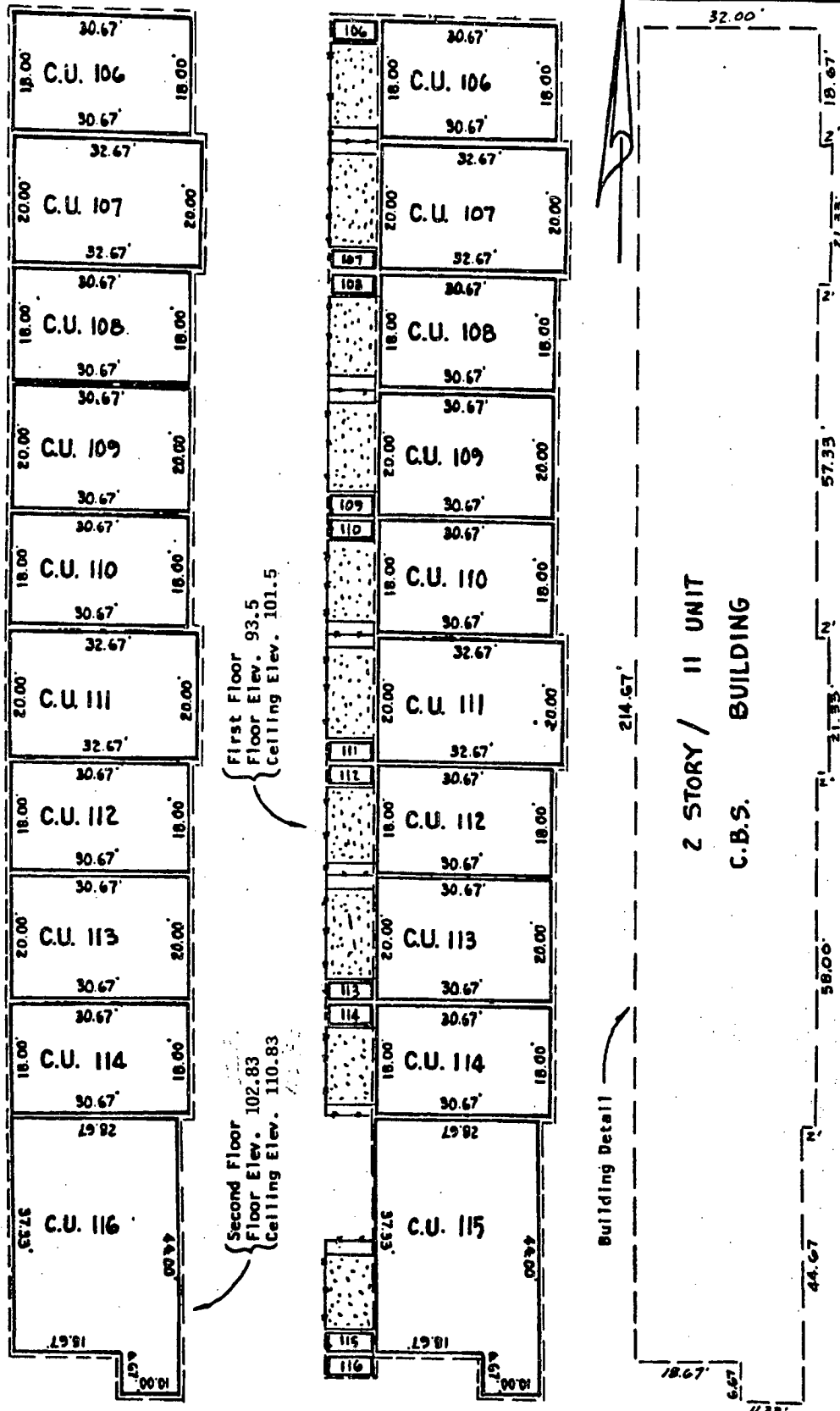
SHEET 24 OF 47

-73-

EXHIBIT "B"

ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.

D.R. 3513 PC 785



First Floor  
 Floor Elev. 93.5  
 Ceiling Elev. 101.5

Second Floor  
 Floor Elev. 102.83  
 Ceiling Elev. 110.83

2 STORY / 11 UNIT  
 C.B.S. BUILDING

Building Detail

Common Elements, Limited Common Elements, and  
Condominium Units 106 thru 116

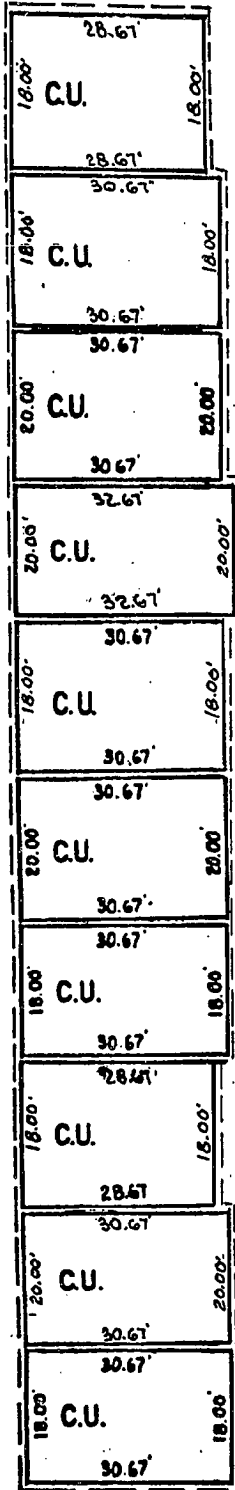
**HIDDEN CREEK CONDOMINIUMS**  
BUILDING NO. 6C

SHEET 25 OF 47

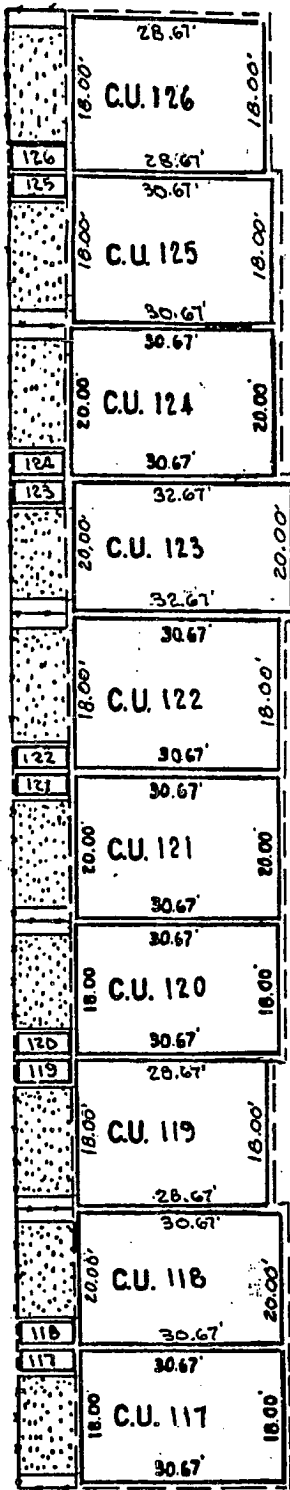
-74-

EXHIBIT "B"

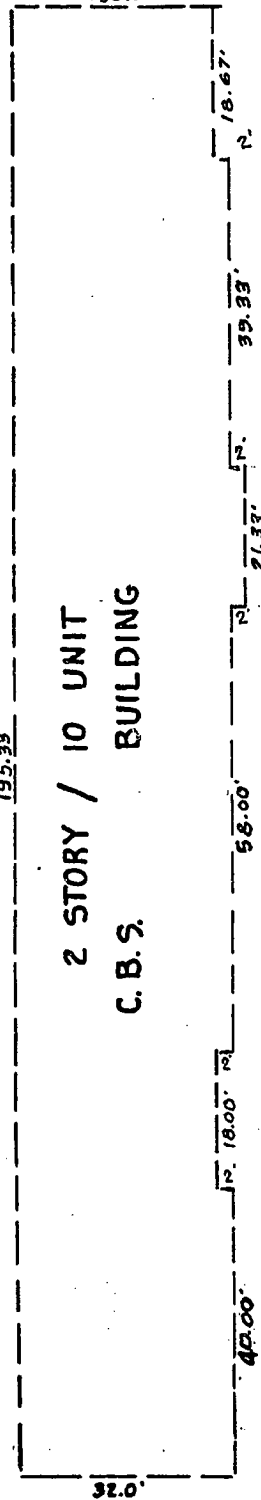
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Second Floor  
Floor Elev. 103.33  
Ceiling Elev. 111.33



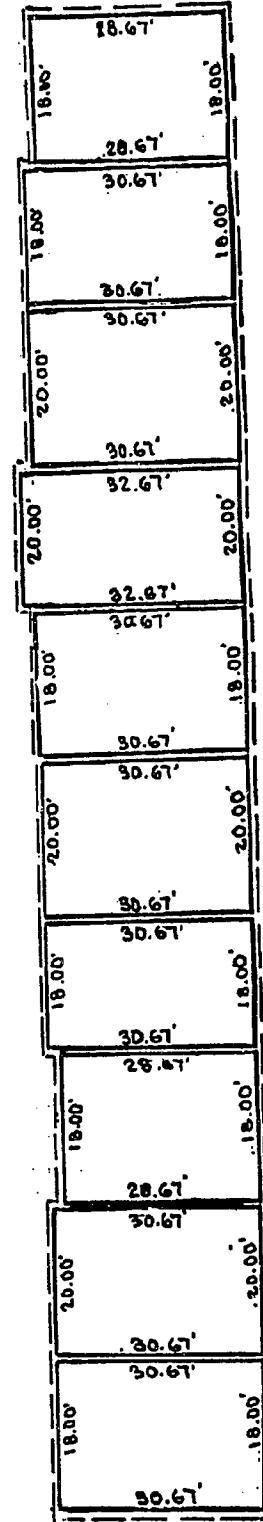
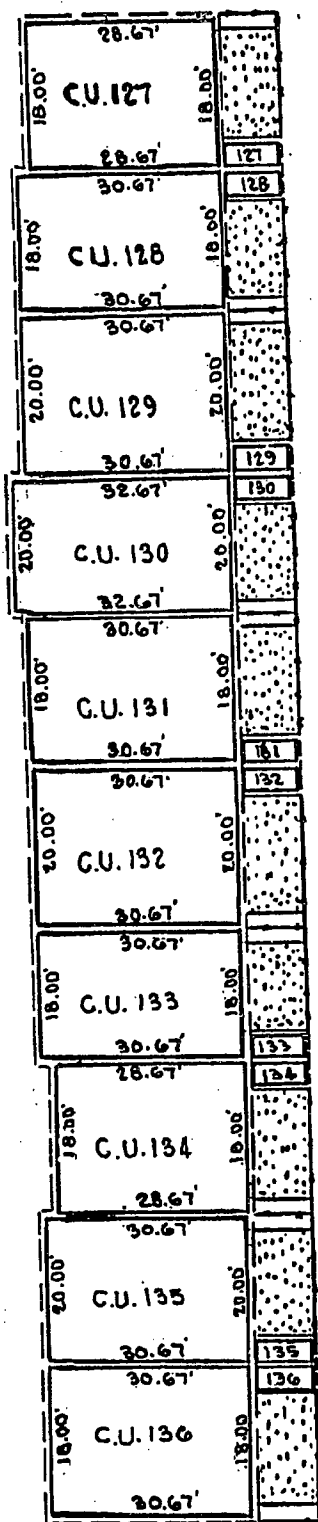
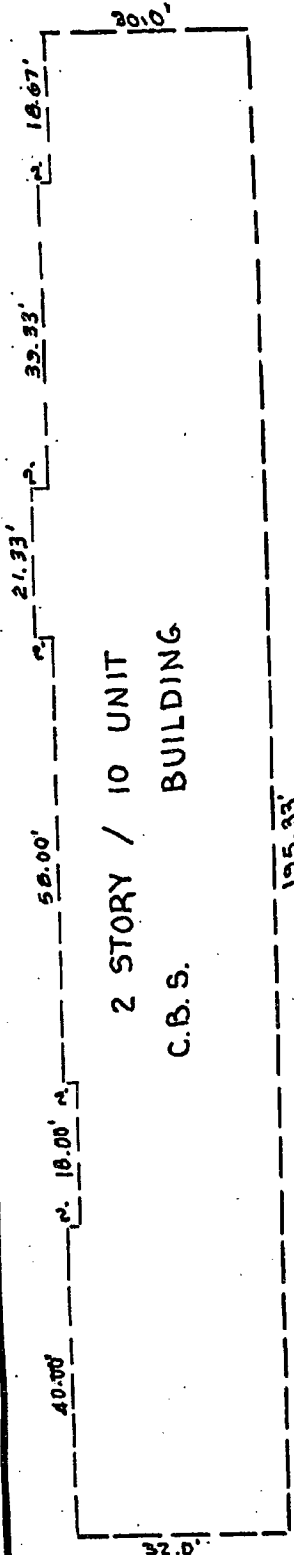
First Floor  
Floor Elev. 94.0  
Ceiling Elev. 102.0



Building Detail

Common Elements, Limited Common Elements, and  
Condominium Units 117 thru 126  
of  
**HIDDEN CREEK CONDOMINIUMS**  
BUILDING NO. 7A

C.R. 3513 P.C. 787



First Floor  
Floor Elev. 94.0  
Ceiling Elev. 102.0

Second Floor  
Floor Elev. 103.33  
Ceiling Elev. 111.33

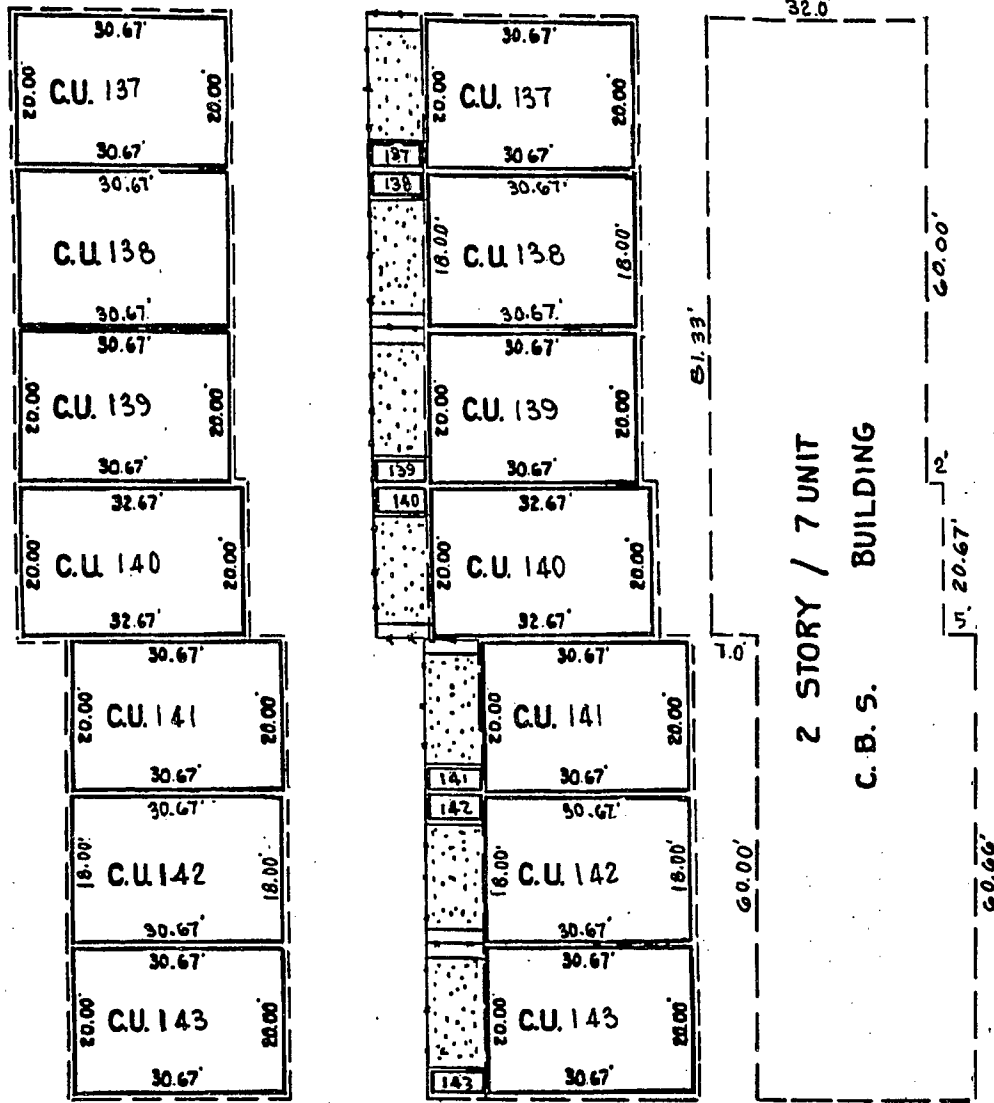
Common Elements, Limited Common Elements, and  
Condominium Units 127 thru 136  
of  
**HIDDEN CREEK CONDOMINIUMS**  
BUILDING NO. 7B

SHEET 27 OF 47

-76-

EXHIBIT "B"

ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Second Floor  
 Floor Elev. 103.68  
 Ceiling Elev. 111.68

First Floor  
 Floor Elev. 94.35  
 Ceiling Elev. 102.35

32.0'  
 Building Detail

Common Elements, Limited Common Elements, and  
 Condominium Units 137 thru 143

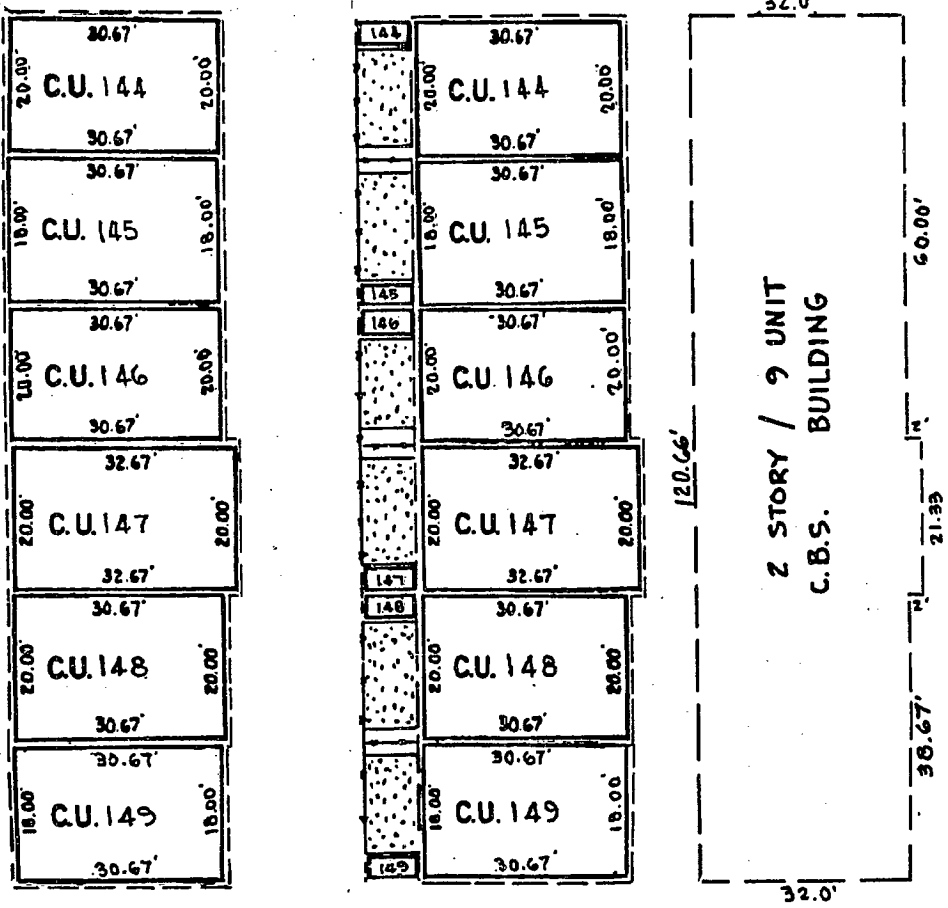
of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 8A

SHEET 28 OF 47

-77-

EXHIBIT "B"

ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Second Floor  
 Floor Elev. 103.93  
 Ceiling Elev. 111.93

First Floor  
 Floor Elev. 94.6  
 Ceiling Elev. 102.6

Building Detail

Common Elements, Limited Common Elements, and  
 Condominium Units 144 thru 149

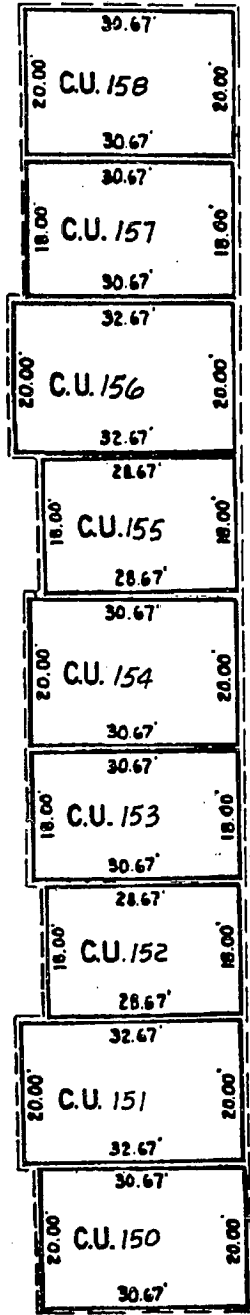
of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 8B

SHEET 29 OF 47

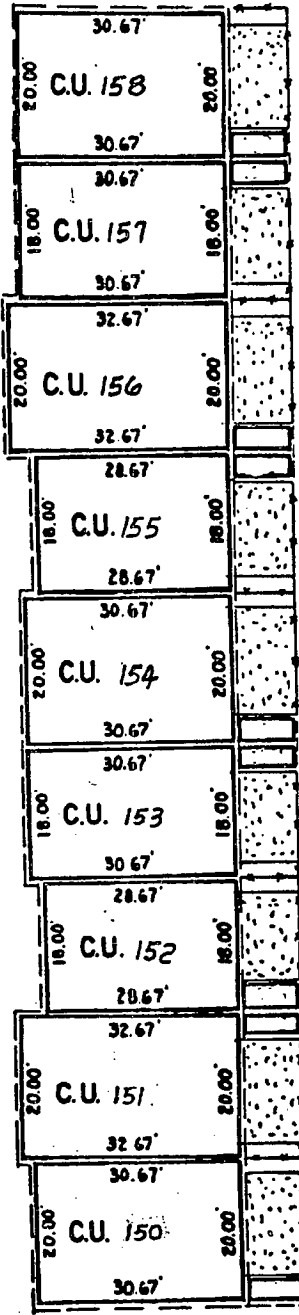
-78-

EXHIBIT "B"

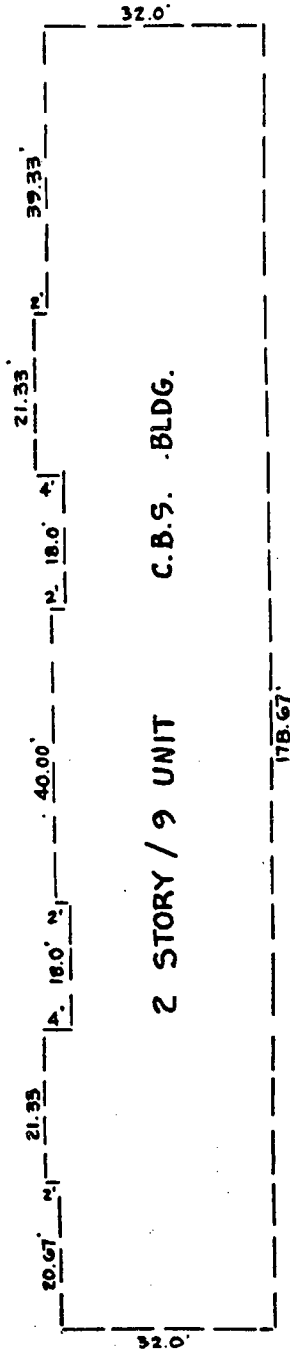
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Second Floor  
 Floor Elev. 104.33  
 Ceiling Elev. 112.33



First Floor  
 Floor Elev. 95.0  
 Ceiling Elev. 103.0



Building Detail

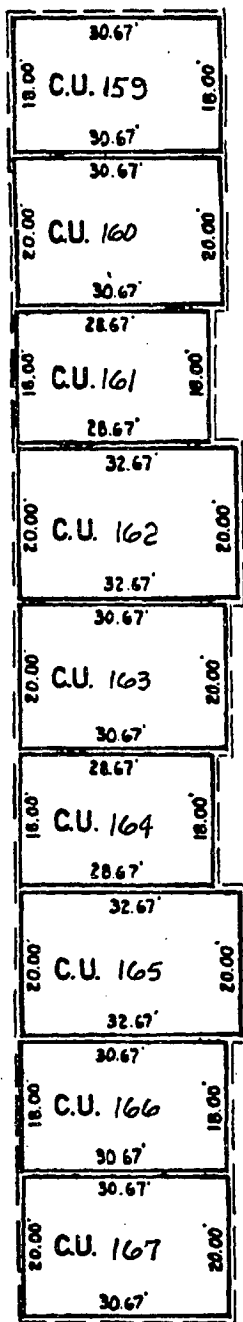
Common Elements, Limited Common Elements, and  
 Condominium Units 150 thru 158  
 of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 8C

SHEET 30 OF 47

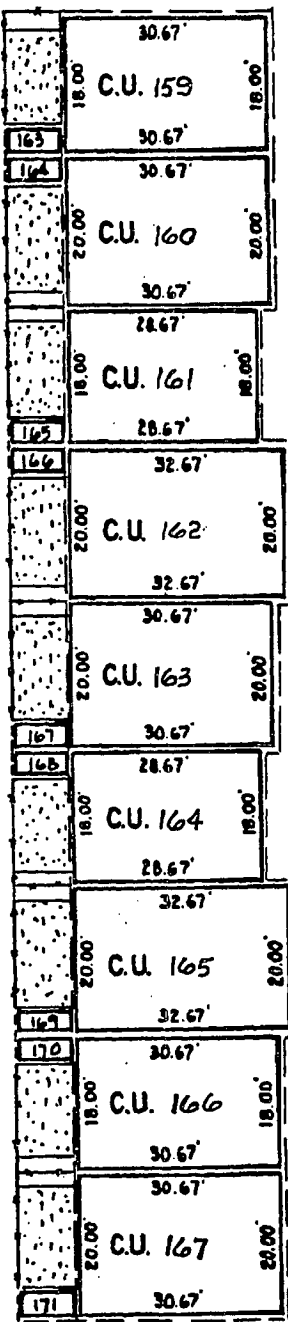
EXHIBIT "B"

ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.

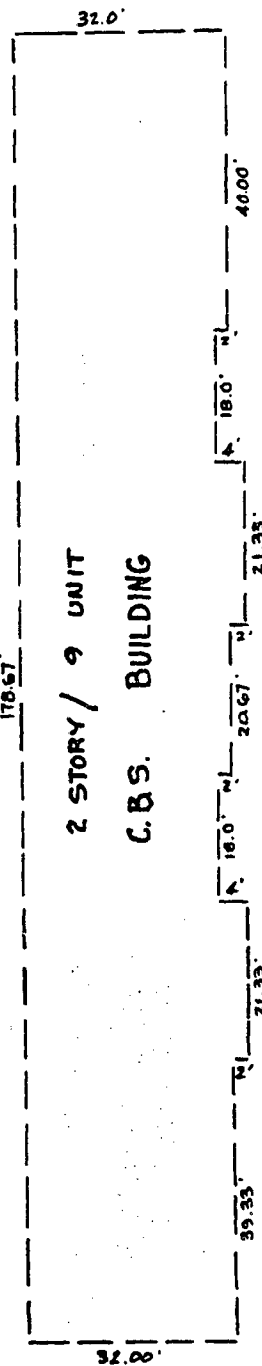




Second Floor  
 Floor Elev. 104.83  
 Ceiling Elev. 112.83



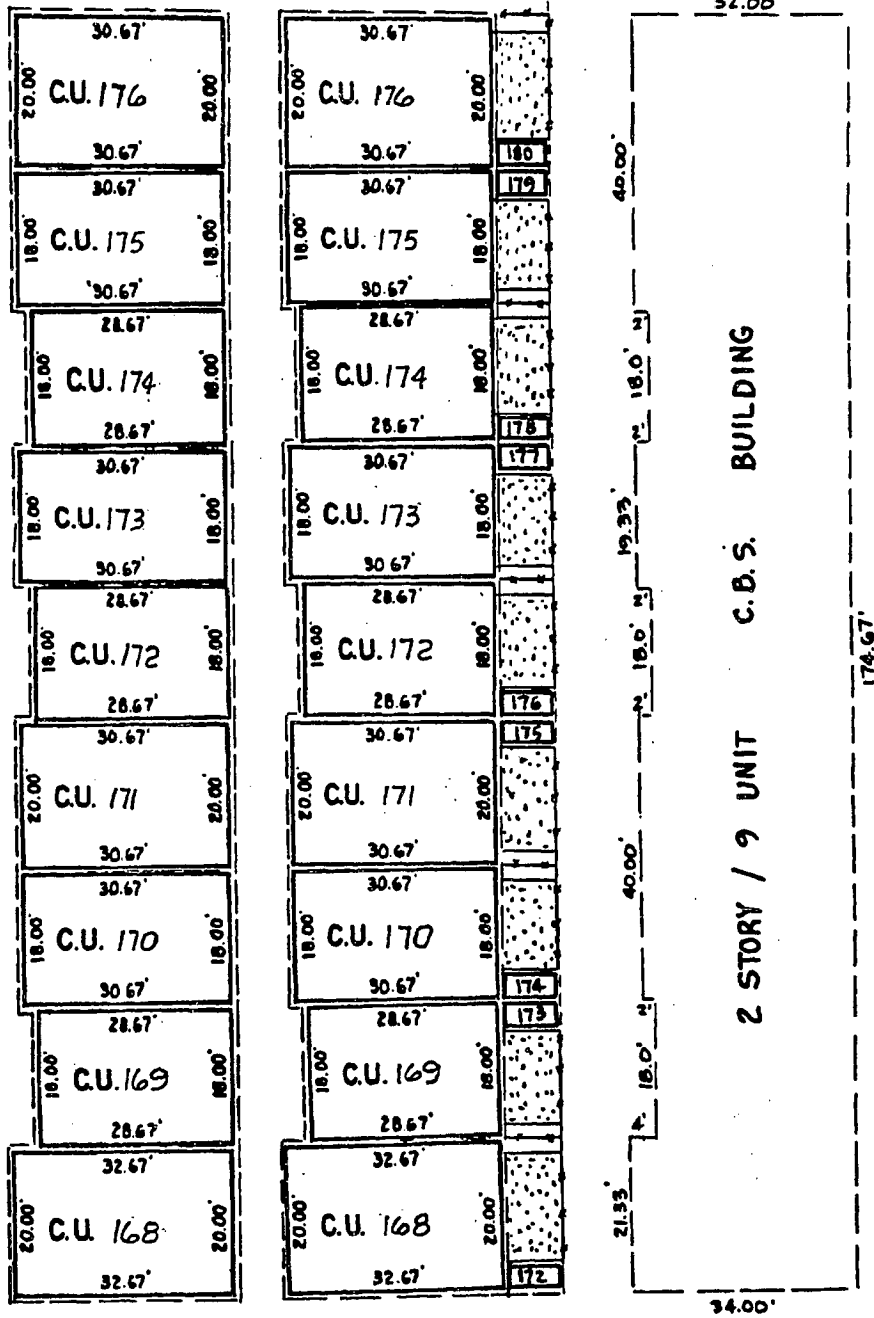
First Floor  
 Floor Elev. 95.5  
 Ceiling Elev. 103.5



Building Detail

Common Elements, Limited Common Elements, and  
 Condominium Units 159 thru 167

of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 9A



Second Floor  
 Floor Elev. 104.83  
 Ceiling Elev. 112.83

First Floor  
 Floor Elev. 95.5  
 Ceiling Elev. 103.5

Building Detail

Common Elements, Limited Common Elements, and  
 Condominium Units 168 thru 176

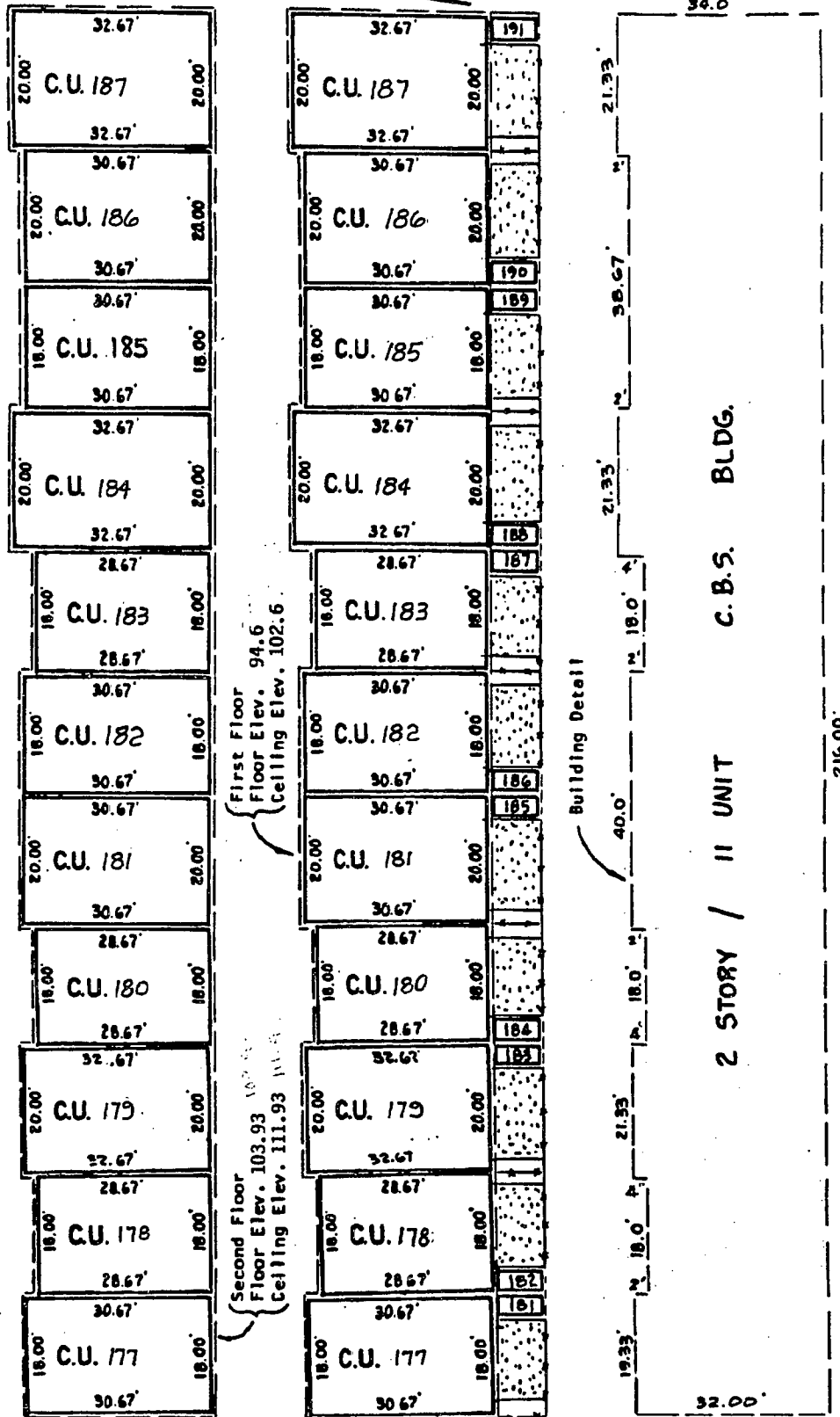
**HIDDEN CREEK** of **CONDOMINIUMS**  
 BUILDING NO. 9B

SHEET 32 OF 47

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EXHIBIT "B"

ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Common Elements, Limited Common Elements, and  
Condominium Units 177 thru 187

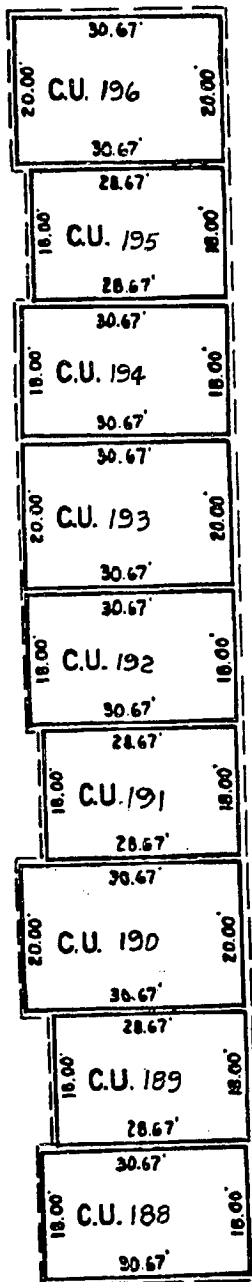
**HIDDEN CREEK CONDOMINIUMS**  
BUILDING NO. 9C

SHEET 33 OF 47

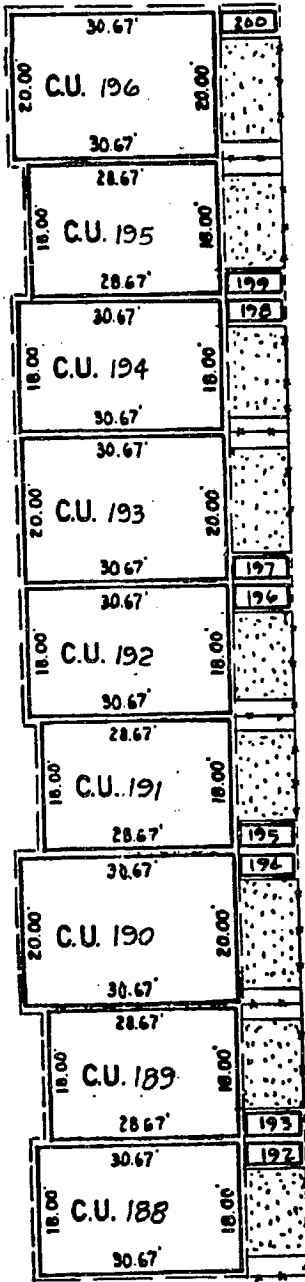
-82-

EXHIBIT "B"

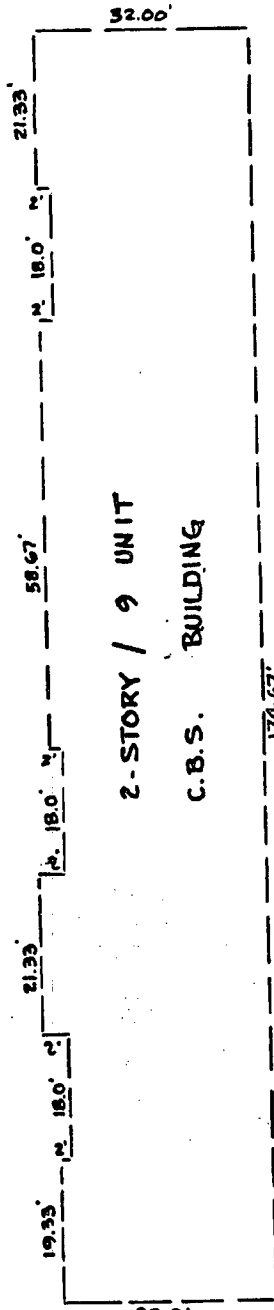
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Second Floor  
 Floor Elev. 103.53  
 Ceiling Elev. 111.53



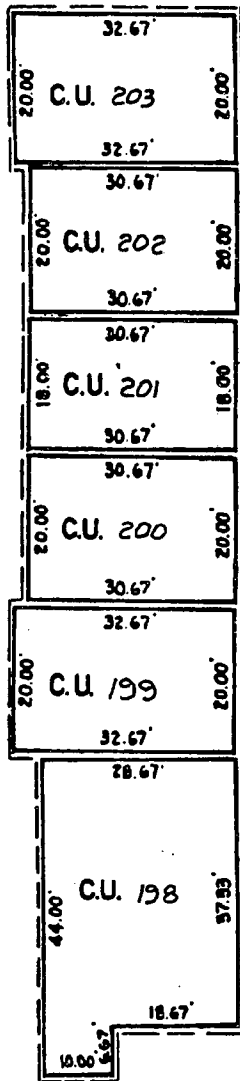
First Floor  
 Floor Elev. 94.2  
 Ceiling Elev. 102.2



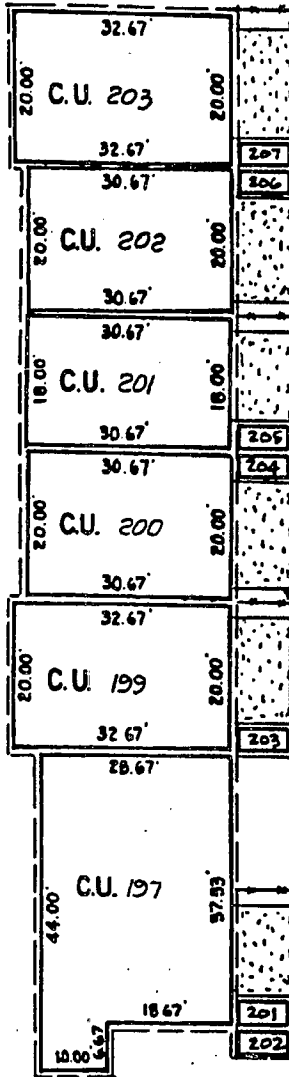
Building Detail

Common Elements, Limited Common Elements, and  
 Condominium Units 188 thru 196

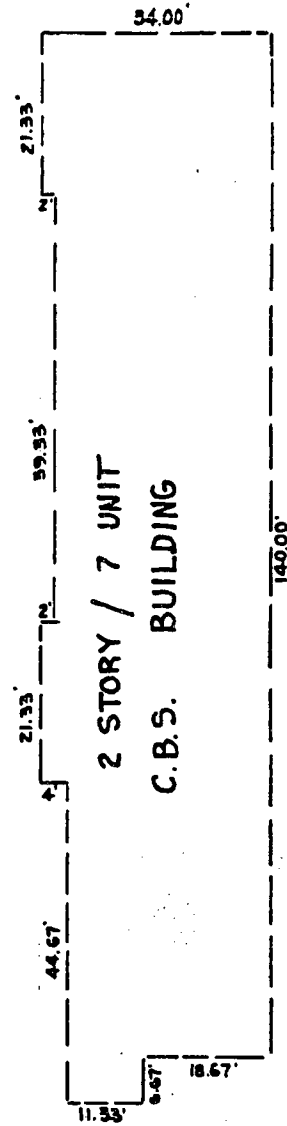
of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 10A



Second Floor  
 Floor Elev. 103.53  
 Ceiling Elev. 111.53



First Floor  
 Floor Elev. 94.2  
 Ceiling Elev. 102.2



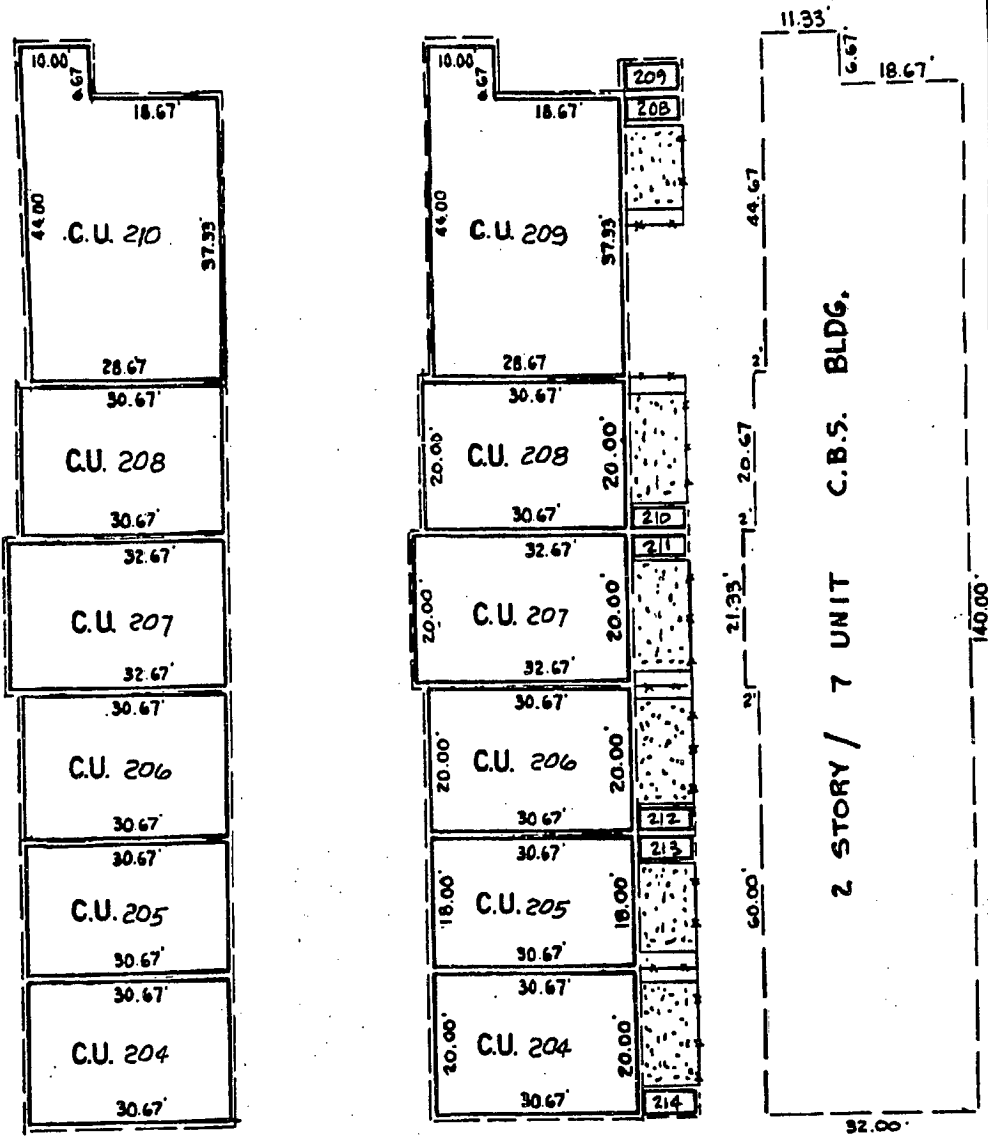
Building Detail



Common Elements, Limited Common Elements, and  
 Condominium Units 197 thru 203

**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 10 B

ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Second Floor  
 Floor Elev. 103.13  
 Ceiling Elev. 111.13

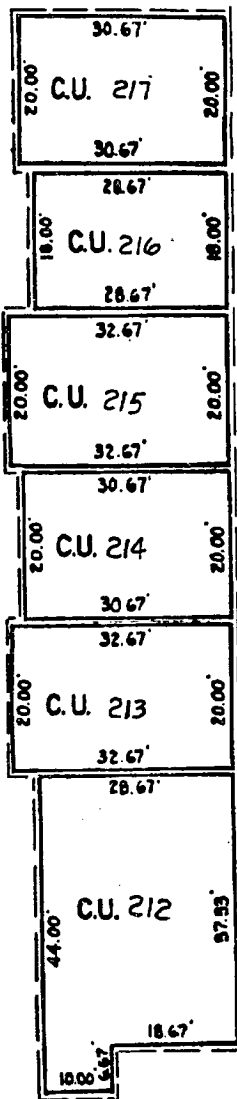
First Floor  
 Floor Elev. 93.8  
 Ceiling Elev. 101.8

Building Detail

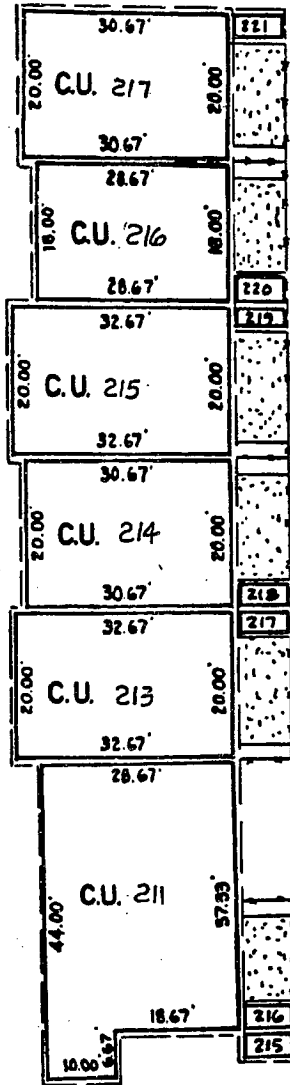


Common Elements, Limited Common Elements, and  
 Condominium Units 204 thru 210

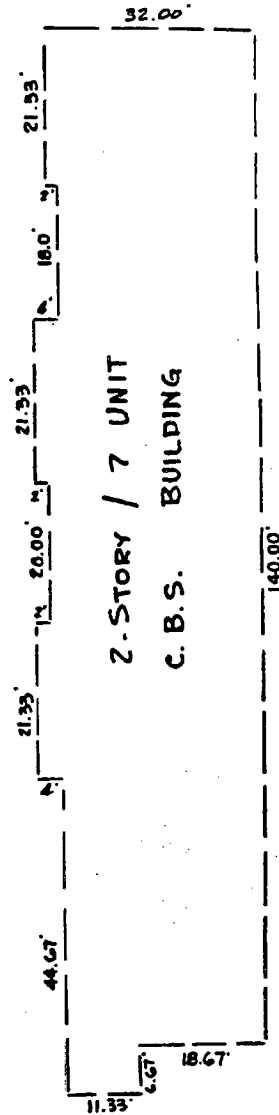
**HIDDEN CREEK** of **CONDOMINIUMS**  
 BUILDING NO. 11A



Second Floor  
 Floor Elev. 103.13  
 Ceiling Elev. 111.13



First Floor  
 Floor Elev. 93.8  
 Ceiling Elev. 101.8

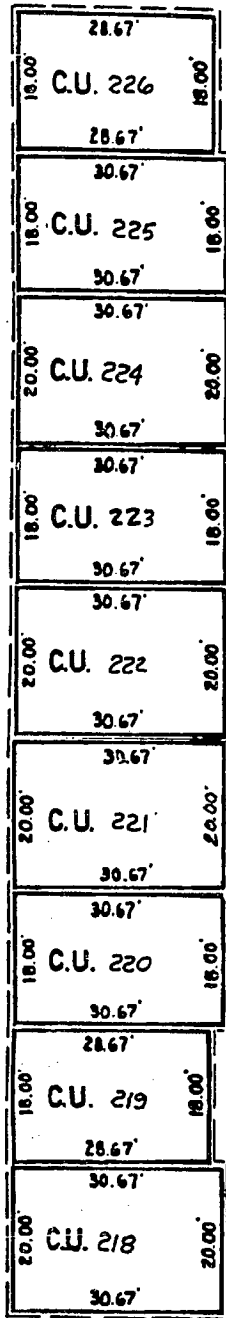


Building Detail

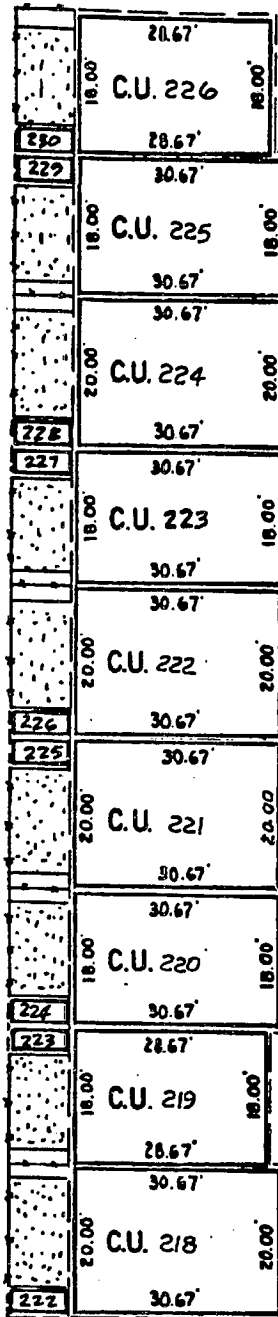


Common Elements, Limited Common Elements, and  
 Condominium Units 211 thru 217

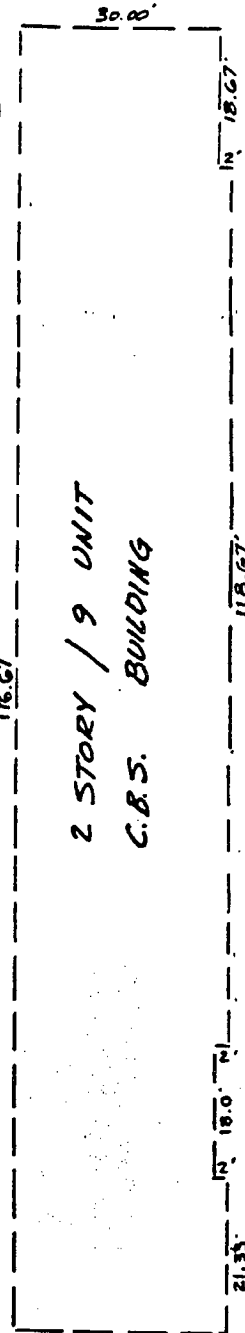
of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 11 B



Second Floor  
 Floor Elev. 103.53  
 Ceiling Elev. 111.53



First Floor  
 Floor Elev. 94.2  
 Ceiling Elev. 102.2



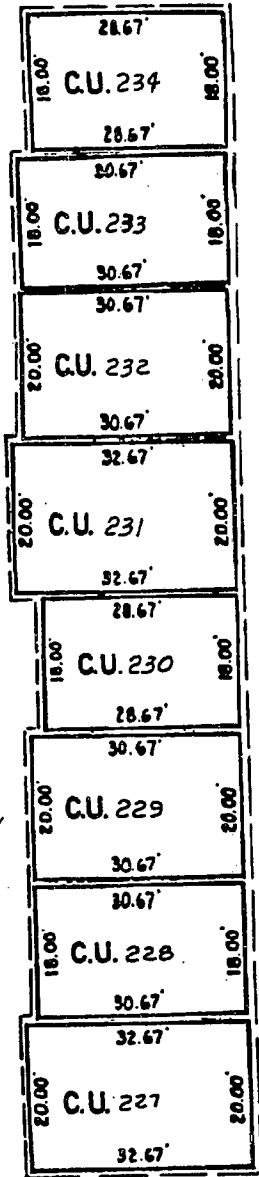
Building Detail

2 STORY / 9 UNIT  
 C.B.S. BUILDING

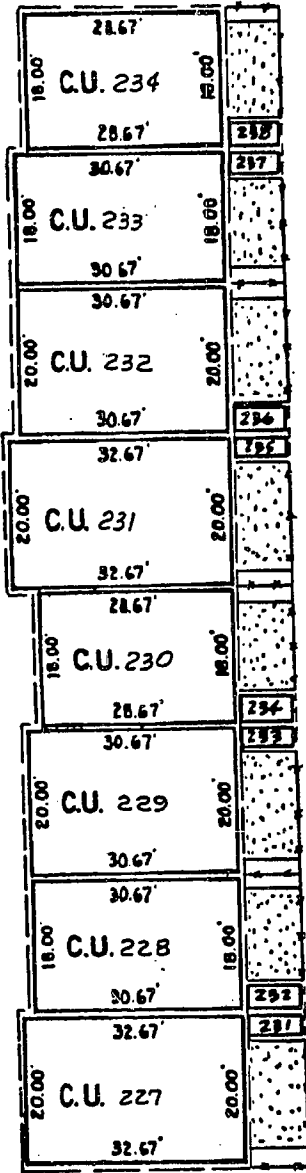
Common Elements, Limited Common Elements, and  
 Condominium Units 218 thru 226

**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 12A

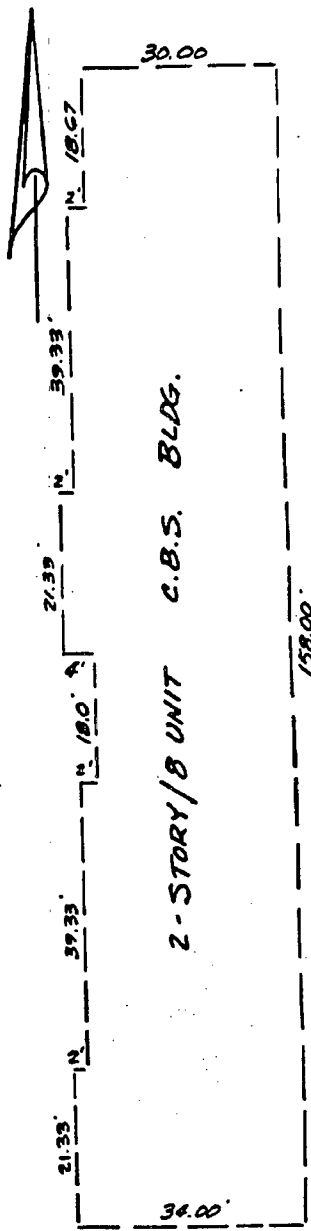




Second Floor  
Floor Elev. 103.53  
Ceiling Elev. 111.53



First Floor  
Floor Elev. 94.2  
Ceiling Elev. 102.2

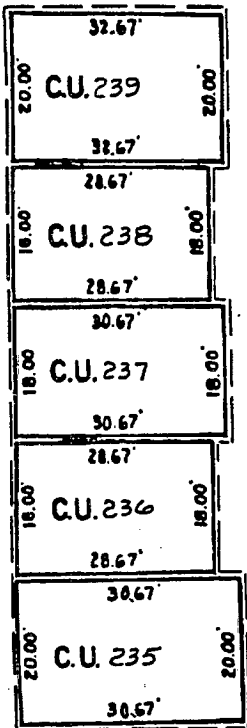


Building Detail

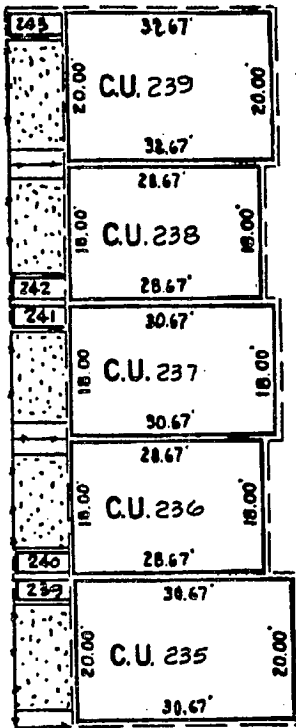
Common Elements, Limited Common Elements, and  
Condominium Units 227 thru 234

# HIDDEN CREEK CONDOMINIUMS

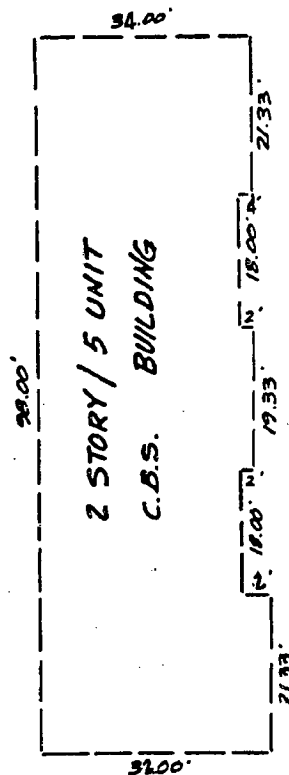
BUILDING NO. 12 B



Second Floor  
 Floor Elev. 102.73  
 Ceiling Elev. 110.73



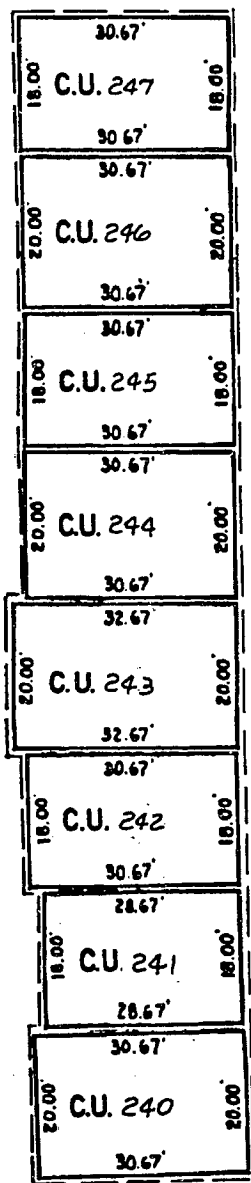
First Floor  
 Floor Elev. 93.4  
 Ceiling Elev. 101.4



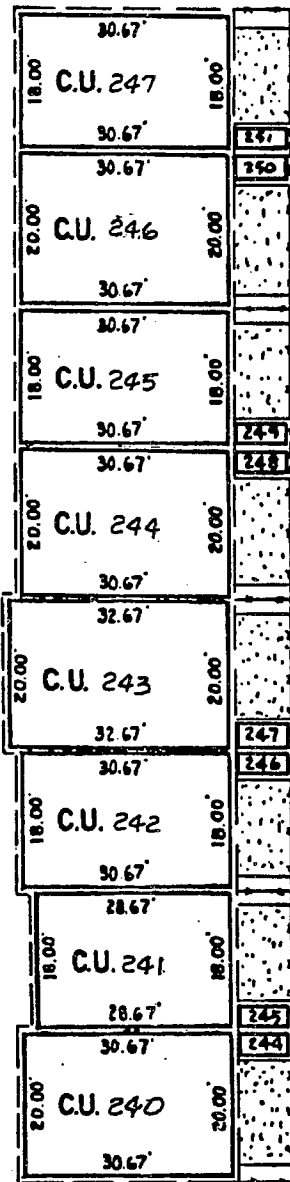
Building Detail

Common Elements, Limited Common Elements, and  
 Condominium Units 235 thru 239

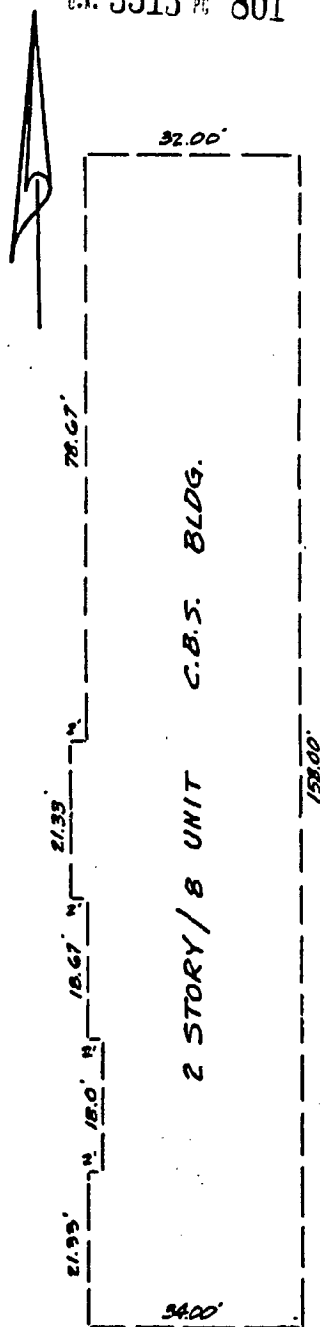
**HIDDEN CREEK** of **CONDOMINIUMS**  
 BUILDING NO. 13A



Second Floor  
 Floor Elev. 102.73  
 Ceiling Elev. 110.73



First Floor  
 Floor Elev. 93.4  
 Ceiling Elev. 101.4

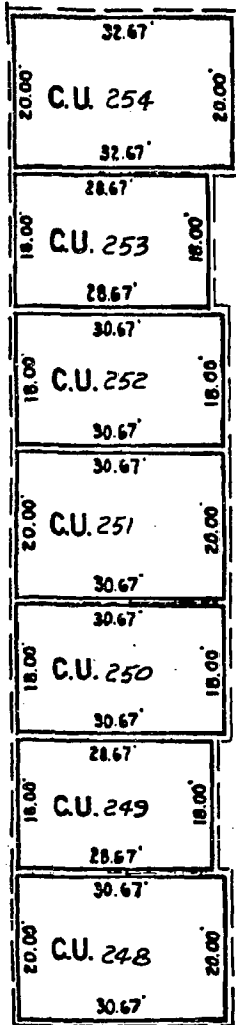


Building Detail

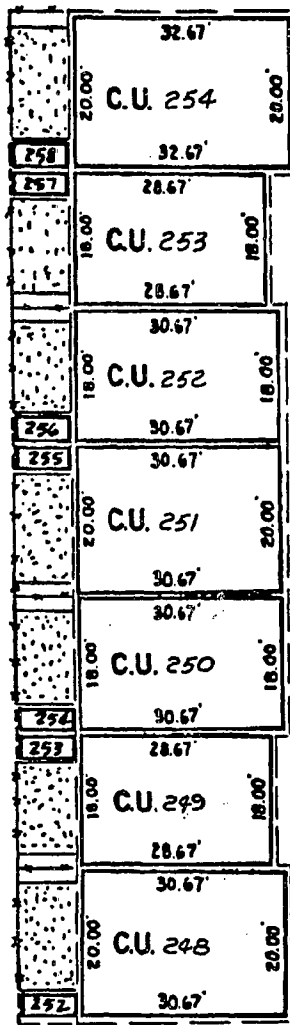
Common Elements, Limited Common Elements, and  
 Condominium Units 240 thru 247  
 of  
**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 13B

SHEET 41 OF 47 -90- EXHIBIT "B"

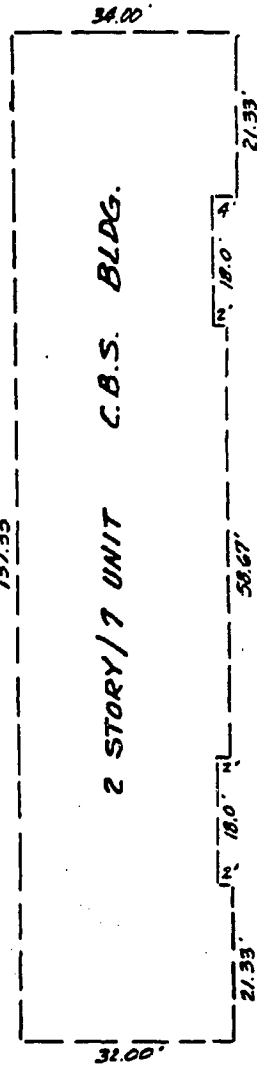
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Second Floor  
 Floor Elev. 102.63  
 Ceiling Elev. 110.63



First Floor  
 Floor Elev. 93.3  
 Ceiling Elev. 101.3

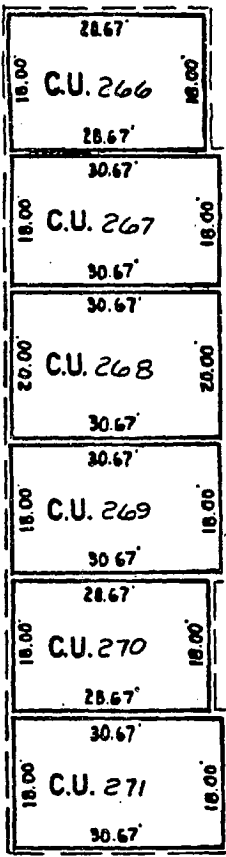


Building Detail

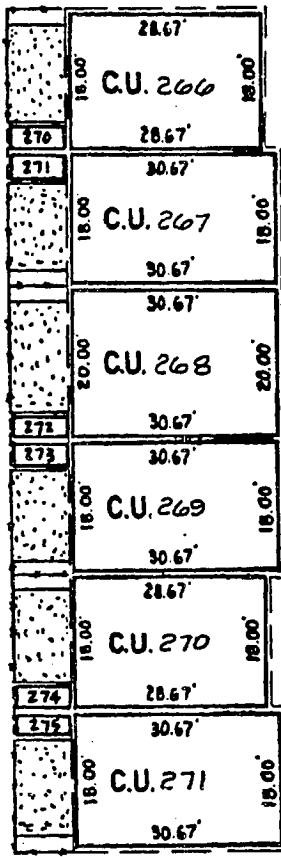
Common Elements, Limited Common Elements, and  
 Condominium Units 248 thru 254

**HIDDEN CREEK** of **CONDOMINIUMS**  
 BUILDING NO. 14A

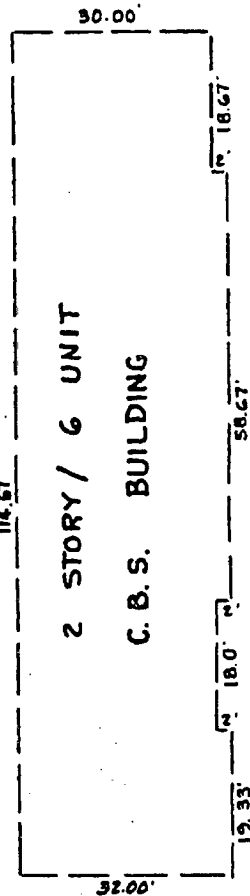




Second Floor  
Floor Elev. 103.23  
Ceiling Elev. 111.23



First Floor  
Floor Elev. 93.9  
Ceiling Elev. 101.9

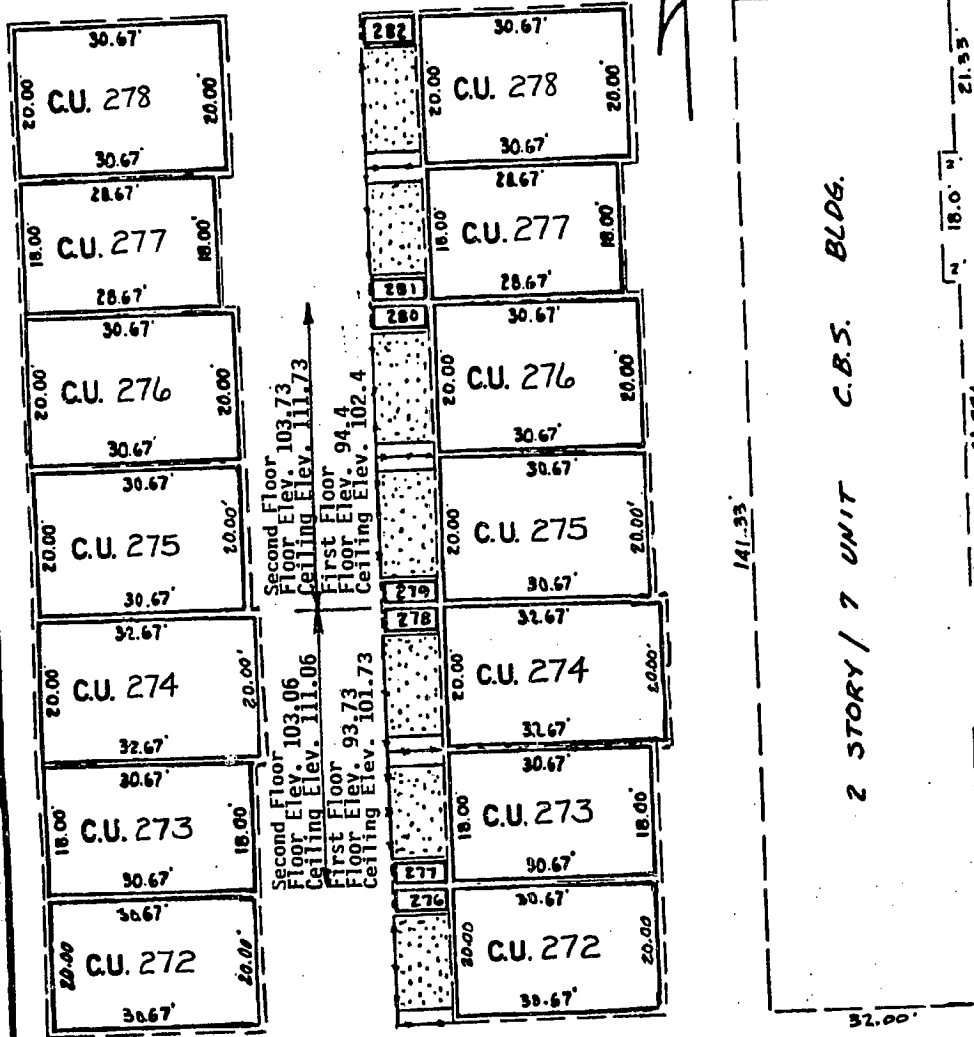


Building Detail



Common Elements, Limited Common Elements, and  
Condominium Units 266 thru 271

of  
**HIDDEN CREEK CONDOMINIUMS**  
BUILDING NO. 14C



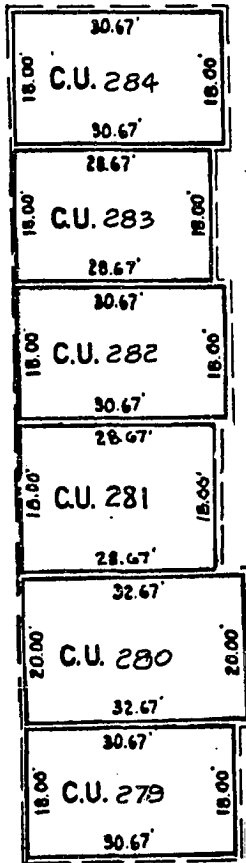
Building Detail

Common Elements, Limited Common Elements, and  
Condominium Units 272 thru 278

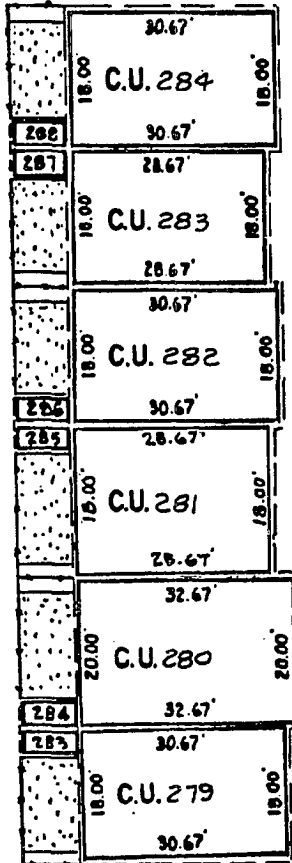
# HIDDEN CREEK <sup>of</sup> CONDOMINIUMS

BUILDING NO. 15A

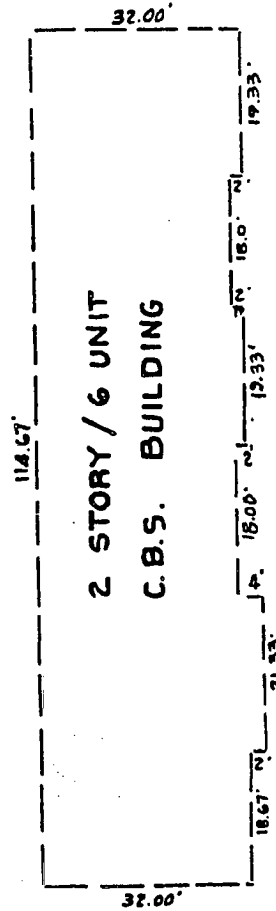
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.



Second Floor  
 Floor Elev. 103.68  
 Ceiling Elev. 111.68



First Floor  
 Floor Elev. 94.35  
 Ceiling Elev. 102.35



Building Detail

Common Elements, Limited Common Elements, and  
 Condominium Units 279 thru 284

**HIDDEN CREEK CONDOMINIUMS**  
 BUILDING NO. 15 B

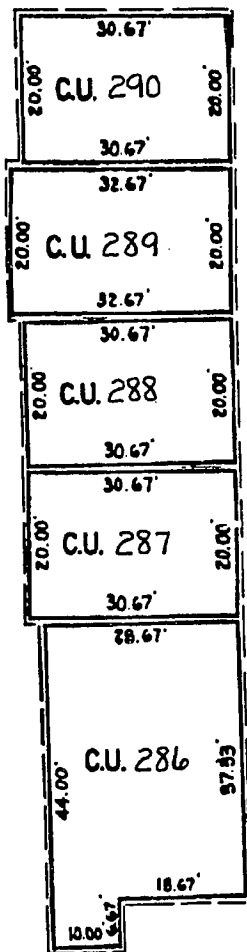
SHEET 46 OF 47

-95-

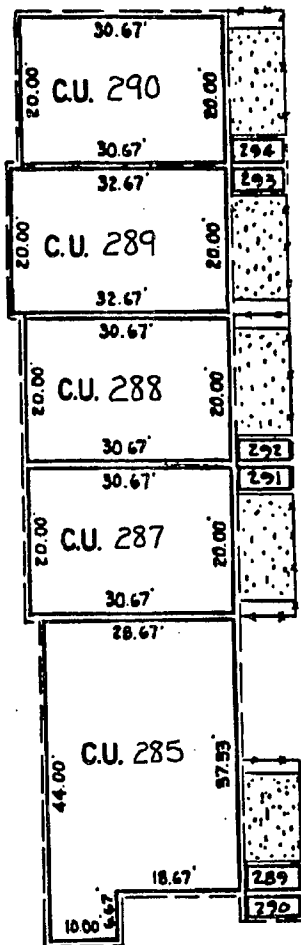
EXHIBIT "B"

ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED RATHER THAN A SURVEY OF AS-BUILT CONDITIONS.

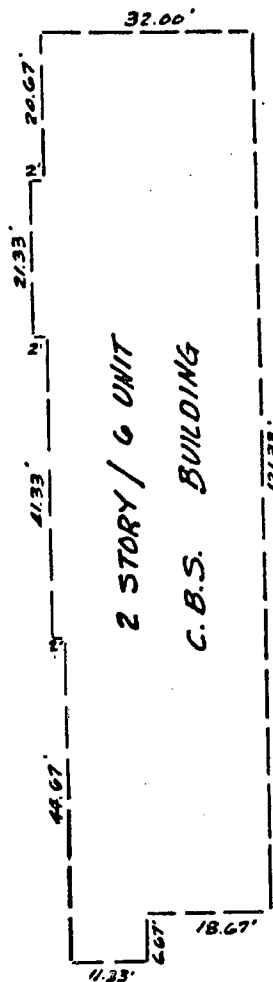




Second Floor  
Floor Elev. 103.53  
Ceiling Elev. 111.53



First Floor  
Floor Elev. 94.2  
Ceiling Elev. 102.2



Building Detail

Common Elements, Limited Common Elements, and  
Condominium Units 285 thru 290

# HIDDEN CREEK CONDOMINIUMS

of  
BUILDING NO. 15C

PERCENTAGE OWNERSHIP OF EACH UNIT IN  
COMMON ELEMENTS AND PERCENTAGE SHARE  
OF EACH UNIT IN COMMON EXPENSES

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage Share of Common Expenses</u>
1A	1	1/24th
1A	2	1/24th
1A	3	1/24th
1A	4	1/24th
1A	5	1/24th
1A	6	1/24th
1B	7	1/24th
1B	8	1/24th
1B	9	1/24th
1B	10	1/24th
1B	11	1/24th
1B	12	1/24th
1C	13	1/24th
1C	14	1/24th
1C	15	1/24th
1C	16	1/24th
1C	17	1/24th
1C	18	1/24th
1C	19	1/24th
1D	20	1/24th
1D	21	1/24th
1D	22	1/24th
1D	23	1/24th
1D	24	1/24th
TOTAL	<u>24</u>	<u>100%</u>

EXHIBIT "C" TO DECLARATION OF CONDOMINIUM.

# State of Florida



Department of State

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

HIDDEN CREEK CONDOMINIUM ASSOCIATION, INC.,

*a corporation organized under the Laws of the State of Florida,  
filed on* October 7, 1983

*The charter number for this corporation is* 770633. (Not Profit)

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
7th day of October, 1983.



George Firestone  
Secretary of State

WP-104 CER-101

Exhibit C