

Instrument prepared by and return to:  
Richard E. Larsen, Esq.  
Larsen & Associates, P.A.  
55 E. Pine Street  
Orlando, FL 32801  
(407) 841-6555

LARRY WHALEY 165P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT  
CL 2006053575 OR 3074/2713  
DME Date 02/23/2006 Time 08:55:35

CB 8 pg 149-165

## DECLARATION OF CONDOMINIUM

### FOR ASHLEY PARK AT HARMONY CONDOMINIUM

This Declaration of Condominium for Ashley Park at Harmony Condominium is made by Spano & Associates, Inc., a Florida corporation ("Declarant"), located at 166 Lookout Place, Suite 200, Maitland, Florida 32751, as Owner, and joined in by the Developer, D.R. Horton, Inc., a Delaware corporation ("D.R. Horton"), located at 5850 TG Lee Boulevard, Suite 600, Orlando, Florida 32822, a Delaware Corporation, hereinafter referred to as "Developer," for the property designated as Ashley Park at Harmony Condominium. Declarant and D.R. Horton hereby declare the purpose of the Declaration is to submit the lands described in this instrument and improvements on those lands to the Condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as may be amended. The covenants and restrictions contained in this Declaration shall run with the land and shall be binding upon and inure to the benefit of all present and future Owners of Condominium parcels. The acquisition of title to a Unit or any other interest in the Condominium property, or the lease, occupancy, or use of any portion of a Unit or the Condominium property, constitutes an acceptance and ratification of all provisions of this Declaration, as amended from time to time, and an agreement to be bound by its terms.

WHEREAS, Declarant is the Owner of certain real property in the County of Osceola, State of Florida, as described in Exhibit "A" attached to this Declaration, which Exhibit is hereby incorporated by reference.

WHEREAS, the Declarant desires to submit the real property described above to the Condominium form of ownership and use in the manner provided in Chapter 718, Florida Statutes; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities of such real property, and for the maintenance of such Common Elements and to this end, desires to subject the properties to the covenants, restrictions, easements, and conditions hereinafter set forth, each

and all of which is and are for the benefit of such real property as hereinafter defined, and each subsequent Owner of any part thereof; and

WHEREAS, the Declarant has or will incorporate under the laws of the State of Florida, as a corporation not-for-profit, Ashley Park at Harmony Condominium Association, Inc.; and

WHEREAS, the real property described in Exhibit "A" is encumbered by the Harmony Residential Properties Declaration of Covenants, Conditions and Restrictions (the "Master Declaration") as recorded in O.R. Book 2125, Page 2093 of the Public Records of Osceola County, Florida which is administered by the Harmony Residential Owners Association, Inc. (the "Master Association"), a Florida corporation not-for-profit, its successors and assigns; and

WHEREAS, the Master Association is and shall be superior in all respects to the Association (as defined herein), except as may be limited by chapter 718, Florida Statutes, and the Owner's Unit within the Condominium will be subject to the Master Declaration and Master Association and shall be obligated to pay all Assessments and/or fines imposed or levied by the Master Association, which Master Association Assessments and/or fines shall be separate, apart and in addition to any Assessments and/or fines imposed or levied by the Association or CDD (as hereinafter defined).

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" shall be held, sold and conveyed subject to the following covenants, restrictions, easements, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the land and be binding on all parties having any right, title or interest in the real property described in Exhibit "A" or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

#### ARTICLE I DEFINITIONS

The terms used in this Declaration and its Exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, (The "Florida Condominium Act" unless the context otherwise requires).

Section 1. "Apartment" has the same meaning as the term "Unit" as defined in the Florida Condominium Act.

Section 2. "Apartment Owner" or "Owner" has the same meaning as the term "Unit Owner" as defined in the Florida Condominium Act, except that for purposes of interpreting use and occupancy restrictions related to Units, in cases where a primary occupant has been designated for a Unit because of its ownership, the word "Owner" refers to the primary occupant and not the record

Owner.

Section 3. "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Units.

Section 4. "Association" means Ashley Park at Harmony Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium.

Section 5. "Association Property" means all property, real or personal, owned or leased by the Association for the use and benefit of the Unit Owners.

Section 6. "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Florida Condominium Act as the "Board of Administration."

Section 7. "CDD" The Harmony Community Development District. **THE CDD IS A SPECIAL PURPOSE GOVERNMENTAL ENTITY CREATED PURSUANT TO FLORIDA STATUTE CHAPTER 190, HAVING ASSESSMENT AND LIEN RIGHTS OVER ALL TRACTS, LOTS AND UNITS LOCATED WITHIN HARMONY AND THE POWER TO ADOPT ORDINANCES, RULES AND REGULATIONS THAT GOVERN THE OWNERS, PROPERTY AND HARMONY. CDD ASSESSMENTS WILL BE PAYABLE BY EACH OWNER AND ARE SEPARATE FROM AND IN ADDITION TO ASSESSMENTS IMPOSED BY THE ASSOCIATION HEREUNDER. CDD IS INDEPENDENT FROM THE ASSOCIATION AND THE MASTER ASSOCIATION, AND DECLARANT DOES NOT CONTROL OR PARTICIPATE IN THE OPERATION OF THE CDD. CDD ASSESSMENTS MAY BE USED, IN PART, FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM SERVING HARMONY, A SUBSTANTIAL PORTION OF WHICH IS LOCATED WITHIN THE GOLF COURSE PROPERTY OR THE SUBDIVISION OR CONDOMINIUM IN HARMONY. CDD AMENITIES MAY INCLUDE, BUT SHALL NOT BE LIMITED TO OWNERSHIP OF ALL ALLEYS AND ALL PROPERTIES THAT LIE BETWEEN LOT BOUNDARIES WITHIN HARMONY, THE CURBS OF ANY PUBLIC STREET, INCLUDING, BUT NOT LIMITED TO SIDEWALKS LOCATED THEREON.**

Section 8. "CDD Amenities" shall mean all recreational facilities, parks, roads, alleys, street lighting, sidewalks, easements, drainage systems, water and sewer systems, utilities and all other infrastructure, improvements and property, real and personal, owned by the CDD and available for the use and enjoyment of the Owners and occupants of Units within Harmony, whether by contract between the Association, the Master Association and the CDD or by legal right arising from laws governing the CDD.

Section 9. "Community Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing through out Harmony, which shall not be lower than the standards, if any, established by the Master Developer or jointly established by the Boards of the Master Association and the Harmony Commercial Owners Association, Inc., a Florida corporation not-for-profit (the "Master Commercial Association"), for all of the properties within Harmony. Such standard is expected to evolve over time to particular property, as determined by the Board of Directors of the Master Association, the Master Developer and the Harmony Design Committee established pursuant to the Master Declaration.

Section 10. "Condominium Documents" means and includes this Declaration and all recorded Exhibits hereto, as amended from time to time.

Section 11. "County" shall mean and refer to Osceola County, Florida, as governed through its Board of County Commissioners. To the extent that any portion or all of the Condominium shall be annexed into a municipality, the term "County" as applied to lands within said annexing

Section 12. "Declarant" shall mean and refer to Spano & Associates, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant/Developer may assign all or a portion of such rights in connection with appropriate portions of the real property described in Exhibit "A". In the event of a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 13. "Declaration" shall mean and refer to this instrument, this Declaration of Condominium, all as amended from time to time.

Section 14. "Developer" shall mean and refer to D.R. Horton, Inc., a Delaware corporation ("D.R. Horton"), located at 5850 TG Lee Boulevard, Suite 600, Orlando, Florida 32822, a Delaware Corporation.

Section 15. "Family" or "Single Family" shall refer to any one of the following:

- (A) One natural person.
- (B) Two or more natural persons who commonly reside together as a single housekeeping Unit, each of whom is related by blood, marriage or adoption to each of the others.
- (C) Two or more natural persons meeting the requirements of

(B) above, except that there is among them one person who is not related to some or all of the others.

Section 16. "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

Section 17. "FHA" shall mean and refer to the Federal Housing Administration, an agency of the government of the United States of America.

Section 18. "Guest" means any person who is not the Unit Owner or a lessee or a Member of the Owner's or lessee's family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

Section 19. "Harmony" shall mean all property which is now or hereinafter made subject to the Master Declaration or the Harmony Nonresidential Properties Declaration of Covenants, Conditions and Restrictions recorded or to be recorded in the Public Records of Osceola County, Florida.

Section 20. "Institutional Mortgagee" means the mortgagee (or its assignee) of a mortgage against a Condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

Section 21. "Lease" means the grant by a Unit Owner of a temporary right of use of the Owner's Unit for valuable consideration.

Section 22. "Master Association" shall mean and refer to the Harmony Residential Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns, who shall be responsible for administering the Master Declaration which duties and obligations shall include, but are not limited to, the imposition and levy of Assessments and/or fines that are separate, apart and in addition to any and all Assessments and or fines imposed or levied by the Association or CDD. The Master Association shall be superior in all respects to the Association, shall have a separate Board of Directors whose Membership

shall be comprised of all of the Owners within Harmony or their designated representatives.

Section 23. "Master Declarant" or "Master Developer" shall mean and refer to Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, or any successor, successor-in-title, or assigns who is assigned any of the rights, duties, responsibilities and obligations of Birchwood Acres Limited Partnership, LLLP, as Declarant or the Master Declaration pursuant to a recorded instrument executed by the immediate preceding successor, successor-in-title, or assign to those rights, duties, responsibilities and obligations, but only to the extent of such assignment

Section 24. "Master Declaration" shall mean and refer to the Harmony Residential Properties Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 2125, Page 2093 of the Public Records of Osceola County, Florida as amended from time to time in accordance with the provisions thereof.

Section 25. "Member" shall mean and refer to a Member of the Association, that is, an Owner of a Unit which is subject to Assessment by the Association.

Section 26. "Occupy," when used in connection with a Unit, means the act of staying overnight in a Unit. "Occupant" is a person who occupies a Unit.

Section 27. "Plat" shall mean and refer to the plat of real property described in Exhibit "A" as recorded in the Public Records of Osceola County, Florida.

Section 28. "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more Units in the Condominium than any other institutional mortgagee, such determination to be made by reference to the number of Units encumbered, and not by the dollar amount of such mortgages.

Section 29. "Primary Occupant" means the natural person approved for occupancy when title to a Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

Section 30. "Rules and Regulations" means those Rules and Regulations promulgated by the Board of Directors, governing the use of the Common Elements, Units and the operation of the Association.

Section 31. "Unit" means that portion of the Condominium property subject to individual ownership as defined in the Florida Condominium Act.

Section 32. "VA" shall mean and refer to the Veterans Administration, an agency of the government of the United States of America.

Section 33. "Voting Interest" means and refers to the arrangement established in the Condominium documents by which the Owners of each Unit collectively are entitled to one vote per Unit in Association matters. There are 126 Units, so the total number of voting interests is 126 votes.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Name of Condominium. The name of this Condominium is **Ashley Park at Harmony Condominium**.

Section 2. Description of Condominium. The land submitted to the Condominium form of ownership by this Declaration (hereinafter "Land") is legally described in Exhibit "A" attached to this Declaration, which Exhibit is hereby incorporated by reference.

Section 3. ~~CDD~~ **THE PROPERTY DESCRIBED IN EXHIBIT "A" IS PART OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT ("CDD"). CDD IS A SPECIAL PURPOSE GOVERNMENTAL ENTITY CREATED PURSUANT TO FLORIDA STATUTE CHAPTER 190, HAVING ASSESSMENT AND LIEN RIGHTS OVER ALL TRACTS, LOTS AND UNITS LOCATED WITHIN HARMONY AND THE POWER TO ADOPT ORDINANCES, RULES AND REGULATIONS THAT GOVERN THE OWNERS, TRACTS, LOTS, UNITS AND HARMONY. CDD ASSESSMENTS WILL BE PAYABLE BY EACH OWNER AND ARE SEPARATE FROM AND IN ADDITION TO ASSESSMENTS IMPOSED BY THE ASSOCIATION HEREUNDER OR BY THE MASTER ASSOCIATION. THE CDD IS INDEPENDENT FROM THE ASSOCIATION AND THE MASTER ASSOCIATION AND THE DECLARANT DOES NOT CONTROL OR PARTICIPATE IN THE OPERATION OF THE CDD. CDD ASSESSMENTS MAY BE USED, IN PART, FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM SERVING HARMONY, A SUBSTANTIAL PORTION OF WHICH IS LOCATED WITHIN THE GOLF COURSE PROPERTY AND THE SUBDIVISION AND CONDOMINIUM OF HARMONY. THE CDD AMENITIES MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, OWNERSHIP OF ALL ALLEYS AND ALL PROPERTY THAT LIES BETWEEN LOT BOUNDARIES AND THE CURBS OF ANY PUBLIC STREETS, INCLUDING, BUT NOT LIMITED TO, THE SIDEWALKS LOCATED THEREON AS DEPICTED WITHIN THE PLAT OR AS OTHERWISE CONVEYED TO THE CDD BY SPECIAL WARRANTY OR A QUIT-CLAIM DEED.**

ARTICLE III  
DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS

Section 1. Survey and Plot Plans. Attached to this Declaration as Exhibits "B," "C," and "D" and incorporated by reference herein, are a survey of the land, plot plans, and floor plans which graphically describe the improvements in which Units are located, and which show all the Units, including their identification numbers, locations and approximate dimensions and the Common Elements and Limited Common Elements. Together with this Declaration, the Exhibit is in sufficient detail to identify each Unit, the Common Elements and Limited Common Elements, and their relative locations and dimension.

Section 2. Unit Boundaries. Each Unit shall include that part of the building that lies within the following boundaries:

(A) Horizontal Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

1. Upper Boundary:

(a) The horizontal plane of the upper surface of the ceiling of the Unit.

2. Lower Boundary:

(a) The horizontal plane of the upper surface of the floor slab of the Unit.

(B) Vertical Boundaries. The vertical boundaries of the Unit shall be the vertical planes of the exterior most surfaces of the interior drywall bounding the Unit to their intersection with the horizontal boundaries.

ARTICLE IV  
CONDOMINIUM PARCELS; APPURTENANCES AND USE

Section 1. Shares of Ownership. The Condominium contains 126 Units. All Units are for residential use only. The undivided share of ownership of the Common Elements and the percentage share of liability for Assessments of each Unit type is as follows:



Unit Type	Square Footage	Number of Total Units	%Common Elements/Assessments Per Individual Unit
A	1479	42	0.6353%
B	1982	42	0.8514%
C	2082	42	0.8943%

Section 2. Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium property, including, without limitation the following:

(A) An undivided ownership share in the Land and other Common Elements and the common surplus, as specifically set forth in this Declaration.

(B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "E" and "F," respectively.

(C) The exclusive right to the use of the Limited Common Elements reserved for the Unit, and the right to use the Common Elements.

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

(E) Other appurtenances as may be provided in this Declaration and its Exhibits. Each Unit and its appurtenances constitute a "Condominium parcel."

Section 2. Use and Possession. A Unit Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Common Elements in accordance with the purpose for which they are intended, but no use of the Unit or of the Common Elements may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the Condominium property. No Unit may be subdivided. The use of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium documents and by the Rules and Regulations adopted by the Board of Directors, as provided in the Bylaws. Any Unit Owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast

Guard, regardless of any Declaration rules or requirements dealing with flags or decorations.

**ARTICLE V**  
**COMMON ELEMENTS; EASEMENTS**

Section 1. Common Element. The term "Common Elements" means all of the property submitted to Condominium ownership that is not within the Unit boundaries set forth in Article III above. The Common Elements include without limitation the following:

- (A) The Land.
- (B) All portions of the buildings and other improvements outside the Units, including all Limited Common Elements.
- (C) Easements through each Unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to other Units or the Common Elements.
- (D) An easement of support in every portion of the Condominium which contributes to the support of a building.
- (E) The fixtures and installations required for access and utility services to more than one Unit or to the Common Elements.
- (F) Common Elements shall specifically not include windows and doors lying within the upper or lower boundaries of a Unit. Such windows and doors serving a Unit exclusively shall be considered a part of the Unit.

Section 2. Easements. Each of the following easements and easement rights is reserved through the Condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

(A) Utility and Other Easements. The Association has the power, without the joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other utility, service or access easements, or relocate any existing easements, in any portion of the Common Elements or Association property, and to grant easements or relocate any existing easements in any portion of the Common Elements or Association

property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment or installations are to be so transferred.

(B) Encroachments. If for any reason other than the intentional act of the Unit Owner or the Association, any Unit encroaches upon any of the Common Elements or upon any other Unit, or any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

(D) Service Easement. Declarant hereby grants the delivery, pick up, and fire protection services, police, and other authorities of the law, United States Mail Carriers, representatives of electrical, telephone, cable television, and other utilities authorized by Declarant, its successors or assigns to service the Property, and to such other persons as Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress, over and across the Common Property for the purpose of performing their authorized services and investigations.

(E) CDD Easement. The CDD is hereby granted an easement over, across and through all Common Property for purposes of permitting the CDD to access, enter upon and maintain the CDD property.

(F) Master Association Assessment. Each Owner shall be responsible for payment of all Master Association Assessments and/or fines imposed or levied pursuant to the provisions of the Master Declaration. Such Assessments and/or imposed or levied by the Master Association shall be separate, apart and in addition to any and all Assessments and/or fines imposed or levied by the Association or the CDD.

(G) CCD Assessment. Each Owner shall be responsible for paying all CDD regular and Special Assessments as such Assessments are imposed. Such Assessments shall be separate, apart and in addition to any and

all Assessments imposed or levied by the Association or the Master Association.

(H) Dedication/Conveyance of the Pool and Cabana Area to the CDD. Notwithstanding anything contained in this Declaration to the contrary, Declarant reserves for itself, its successors and assigns, the right to dedicate, transfer or otherwise convey the pool and cabana area and surrounding property as depicted on the attached Exhibit "G", which is located or to be located within the boundary of the Property (collectively, the "Pool and Cabana Area") to the CDD. Such Pool and Cabana Area shall be dedicated, transferred or otherwise conveyed to the CDD within thirty (30) days of the date upon which a certificate of occupancy is issued for the applicable improvements within the Pool and Cabana Area, for the purpose of having the CDD own, construct, operate, maintain, repair and replace (as applicable) the improvements within the Pool and Cabana Area, and the Pool and Cabana Area shall be deemed a CDD Amenity hereunder. Each Owner shall execute any easements, approvals and consents, if any, that may be necessary to facilitate the relationships between the CDD and Association contemplated hereunder. By acceptance of its deed of conveyance, each Owner appoints Declarant, its successors and assigns, as attorney-in-fact for the Owner to execute any and all such easements, approvals, consents and other instruments as may be necessary in the sole and absolute opinion of Declarant to fully implement the conveyance of the Pool and Cabana Area to the CDD and to permit and provide for the full use of the Pool and Cabana Area by those Owners and occupants of Units within Harmony who have a right to use and enjoy the Pool and Cabana Area. The foregoing appointment is a power coupled with an interest and shall be irrevocable. Upon such dedication or conveyance of the Pool and Cabana Area to the CDD all of the rights, interest, duties, responsibilities and obligations of the Association under this Declaration relating to the Pool and Cabana Area shall terminate and such rights, duties, responsibilities and obligations shall thereafter be undertaken and performed by the CDD.

Section 3. Restraint Upon Separation and Partition. The undivided share of ownership in the Common Elements and common surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and shall pass with the title to the Unit, whether or not separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units.

## ARTICLE VI LIMITED COMMON ELEMENTS

Section 1. Description of Limited Common Elements. Certain Common Elements have been reserved for the use of a particular Unit or Units to the exclusion of the other Units. The Limited Common Elements and the Units to

which their exclusive use is appurtenant are as described in this Declaration and its recorded Exhibits. The following Common Elements are hereby designated as Limited Common Elements:

(A) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements, and shall be maintained, repaired and replaced by, and solely at the expense of, the Owner of the Unit, except as otherwise provided in this Declaration.

(B) Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not. This provision includes windows, screens and doors, including all hardware and framing therefore and all electrical service and plumbing components located outside of a Unit and serving that Unit exclusively.

## ARTICLE VII ASSOCIATION

The operation of the Condominium is by Ashley Park at Harmony Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

Section 1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "E."

Section 2. Bylaws. The Bylaws of the Association shall be the Bylaws attached as Exhibit "F," as they may be amended from time to time.

Section 3. Delegation of Management. The Association may contract for the management and maintenance of the Condominium property and employ a licensed manager or management company to assist the Association in carrying out its power and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its Officers, however, shall retain at all times the powers and duties provided in the Florida Condominium Act.

Section 4. Acts of the Association. Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Florida Condominium Act or these Condominium documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Unit Owners. The Officers and Directors of the Association have a fiduciary relationship to the Unit

Owners. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

Section 5. Powers and Duties. The powers and duties of the Association include those set forth in the Florida Condominium Act and Condominium documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium property and Association property. The Association may impose fees for the use of Common Elements or Association property. The Association has the power to enter into agreements, to acquire leaseholds, Memberships and other ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the Condominium.

Section 6. Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by Members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the Member seeking copies.

Section 7. Purchase of Units. The Association has the power to purchase one or more Units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

Section 8. Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in this Declaration, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

Section 9. Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under the provisions within this Declaration.

Section 10. Roster. The Association shall maintain a current roster of names and mailing addresses of Unit Owners, based upon information supplied by the Unit Owners. A copy of the roster shall be made available to any Member upon request.

Section 11. Limitation on Liability. Notwithstanding its duty to maintain and repair Condominium or Association property, the Association shall not be liable to individual Unit Owners for personal injury or property damage caused by any latent condition of the property to be maintained and repaired by the

Association, or caused by the elements or Unit Owners or other persons.

Section 12. Developer Control. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect one-third (1/3) of the Members of the Board of Directors of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the Members of the Board of Directors of the Association:

(A) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(B) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(C) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(D) When some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

(E) Seven (7) years after recordation of the Declaration of Condominium. The Developer is entitled to elect at least one (1) Member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business, at least five percent (5%) of the Units in the Condominium operated by the Association.

Within seventy-five (75) days after the Unit Owners, other than the Developer, are entitled to elect a Member or Members of the Board of Directors of the Association, the Association shall call and give not less than sixty (60) days' notice of a meeting of the Unit Owners to elect Members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

1. Assessment of the Developer as a Unit Owner for capital improvements.

2. Any action by the Association that would be detrimental to the sales of Units by the Developer; however, an increase in Assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of the Units.

At the time that Unit Owners, other than the Developer, elect a majority of the Members of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the Unit Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, items, if applicable, enumerated in F.S. 718.301(4)(a).

Section 13. Qualifications of Directors. Directors must be Members of the Association, except that Directors appointed by the Developer need not be Members of the Association.

Section 14. Developer's Sales Rights. Specifically, and not by way of limitation, the Developer shall have the right to transact any business necessary to consummate sales of Condominium parcels, including, but not limited to, the right to maintain models, have signs identifying the Condominium property and advertising the sale of Condominium parcels, have employees in the offices, models, and other Common Property, and use the Common Elements, and to show Units. Sales office furnishings, the furniture and furnishings in the model apartment, signs, and items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. Further, the Developer and its employees shall have the right to exclusive possession of the model apartment and Sales Office, and Developer shall further have the right for any such apartment to remain as a model until such time as all Condominium parcels have been sold. In addition, the Developer reserves an easement over the roadways and all other Common Property in the Condominium, to enjoy the rights and privileges enumerated herein, as well as for ingress and egress for construction, sales, parking, and any other related purposes.

Section 15. Merger. The Association may be corporately merged with another Condominium Association as allowed by law. Notwithstanding any provisions to the contrary that may be contained in the Articles of Incorporation, Bylaws, the Articles of Merger and Plan of Merger need only be adopted by the Association's Board of Directors and shall not require the consent of Unit Owners. It is the intent of this provision to make clear that the Board of Directors have the exclusive authority to effect a merger and the exclusive authority to execute any and all instruments and documentation necessary to accomplish a merger.



ARTICLE VIII  
COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned with the Condominium, hereby covenants, and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association Annual Assessments or charges, and Special Assessments for capital improvements, and comply with these covenants and restrictions wherein costs suffered by the Association to correct violations which may be assessed against particular Owners and Units and payment of certain enforcement penalties as provided for in this Declaration, such Assessments to be established and collected as hereinafter provided. The annual and Special Assessments together with all other amounts owed to the Association, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who were the Owner of such property at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the Public Records of the County.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association, for promoting the health, safety, welfare, and general aesthetics of the residents of the Condominium, for the improvement and maintenance of the Common Elements, for the payment of operating expenses of the Association, for the payment of taxes and insurance on the Common Elements, for capital improvements, for reserves (if any), for lawn maintenance, irrigation, for any other thing necessary or desirable, including but not limited to the cost associated with obtaining basic cable television services for the Condominium in the judgment of the Association, to keep the Condominium secure, clean, neat and attractive, or to preserve or enhance the value of the Condominium, or to eliminate fire, health or safety hazards, or which in the judgment of the Association may be of general benefit to its Members.

Section 3. Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Common Elements and Association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. If the Board of Directors contracts for pest control within Units or basic cable television programming services in bulk for the entire Condominium, the costs of such services shall be a common expense.

Section 4. Share of Common Expenses. The Owner of each Unit shall be liable for an equal share of the common expenses as set forth in this Declaration.

Section 5. Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

Section 6. Annual Assessments. The Board of Directors of the Association shall create an Initial Budget which, when divided by the number of Units within the Condominium, shall constitute the maximum Annual Assessment. From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner other than Declarant, the maximum Annual Assessment may be increased each year by not more than five percent (5%) above the maximum Assessment for the previous year without a majority vote of the Board of Directors.

From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum Annual Assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the Members of the Board of Directors of the Association.

Section 7. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment year, Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto, provided that any such Assessment shall have the consent of two-thirds (2/3) of Members of the Board of Directors of the Association.

Section 8. Notice For Any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized under the above Sections shall be as set forth in the By-Laws of the Association.

Section 9. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments for capital improvements must be fixed a uniform rate for all Units, and may be collected in advance of a monthly, quarterly or annual basis, provided that the Declarant shall be exempt from the payment of the Annual Assessments upon unsold Units owned by the Declarant for so long as Declarant shall obligate itself to pay all expenses incurred by the Association in excess of the amounts produced from such Assessments.

Section 10. Date of Commencement of Annual Assessments, Due Dates. The Annual Assessments provided for herein shall commence as to all Units upon the recording of the Plat. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Unit at least thirty (30) days in advance of each Annual Assessment period. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand for and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the Assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of Assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 11. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Units. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. Failure to pay an Assessment shall not constitute a default under an FHAVA insured or guaranteed loan.

Section 12. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage to an institutional lender (i.e., a bank, insurance company, or savings and loan association), or Federal Housing Administration or Veterans Administration insured, guaranteed, or owned mortgage. The sale or transfer of any Units pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof. No mortgagee shall be required to collect Assessments.

Section 13. Subordination of Lien to Master Association. Pursuant to the Master Declaration the lien of any Assessments provided herein shall be subordinate and inferior to any lien of the Master Association.

Section 14. Exempt Property. Property subject to this Declaration dedicated to, and accepted by, a governmental entity or the Association shall be exempt from the Assessments created herein; provided, however, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

Section 15. Trust Funds. The portion of all Annual Assessments collected by the Association for reserves for future expenses, and the entire amount of all Special Assessments for capital improvements, shall be held in

trust by the Association for the Owners of all Units, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

Section 16. Developer Assessments. Developer is excused from the payment of its share of the common expenses which would have been assessed against its Units from the date this Declaration is recorded until the turnover of control of the Association to the Unit Owners and during said period of time the Developer hereby guarantees that the Assessment for common expenses of the Condominium assessed against the individual Unit Owners and their respective Units shall not increase over the following total monthly amount for each Unit type:

Unit Type	Number of Total Units	Monthly Assessment Per Unit
A	42	\$300.00
B	42	\$300.00
C	42	\$300.00

Developer agrees to pay any amount of common expenses incurred during that period and not produced by the Assessments at said guaranteed level receivable from other Unit Owners.

Section 17. Master Association Assessment. Each Owner shall be responsible for payment of all Master Association Assessments and/or fines imposed or levied pursuant to the provisions of the Master Declaration, which Assessments and/or fines are separate, apart and in addition to any and all Assessments and/or fines imposed or levied by the Association or the CDD.

Section 18. CDD Assessment. Each Owner shall be responsible for paying all CDD regular and Special Assessments as such Assessments are imposed. Such CDD Assessments shall be separate, apart and in addition to any and all Assessments imposed or levied by the Association or the Master Association.

## ARTICLE IX

### MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS

Responsibility for the protection, maintenance, repair and replacement of the Condominium property, and restrictions on its alteration and improvement shall be as follows:

Section 1. Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements

and Association property (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner). The cost is a common expense. The Association's responsibilities include, without limitation, the following:

(A) All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.

(B) All exterior building walls;

(C) All driveways, parking areas and landscaping located on the Common Elements or Limited Common Elements.

(D) All stairwells and elevators.

(E) All maintenance, repair, and replacement of roofs forming part of the Common Elements as further defined herein.

All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the costs shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition made by a Unit Owner without prior Association approval as required elsewhere herein, nor shall the Association be responsible for repair or restoration costs if the need for the work was caused by the negligence of the Owner.

**Section 2. Unit Owner Maintenance.** Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and certain Limited Common Elements. The Owner's responsibilities include, without limitation, the following:

(A) Maintenance, repair and replacement of screens, windows and window glass.

(B) The entrance doors to the Unit and its interior surface.

(C) All other doors within or affording access to the Unit, including sliding glass doors and their mechanisms.

(D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) serving only the Unit.

(E) Appliances, water heaters, smoke alarms and vent fans.

(F) All air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively.

(G) Carpeting and other floor coverings.

(H) Door and window hardware and locks.

(I) Shower pans; rear and side yards adjacent to Unit.

(J) Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.

(K) All interior, partition walls which are located or contained entirely within the Unit and serve only the Unit.

(L) Interior drywall.

Section 3. Other Unit Owner Responsibilities:

(A) Interior Decorating. Each Unit Owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

(B) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the Rules and Regulations of the Association.

(C) Modifications and Alterations. If a Unit Owner makes any modifications, installations or additions to his Unit or the Common Elements, the Unit Owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the Common Elements, Limited Common Elements, or other Units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect any other part of the Condominium property.

(D) Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its Members that his contractor(s) are properly licensed and

fully insured, and that the Owner will be financially responsible for any resulting damage to any person or property not paid by the contractor's insurance.

**Section 4. Alteration of Units or Common Elements by Unit Owners.** No Owner shall make or permit the making of any material alterations or substantial additions to his Unit or the Common Elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Board of Directors. No Owner may alter the landscaping of the Common Elements in any way without prior Board approval. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated adverse effects on the Condominium.

**Section 5. Alterations and Additions to Common Elements and Association Property.** The protection, maintenance, repair, insurance and replacement of the Common Elements and Association property is the responsibility of the Association and the costs are a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the real property owned by the Association costing more than \$7500.00 in the aggregate in any calendar year without prior approval of a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

**Section 6. Enforcement of Maintenance.** If after reasonable notice the Owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements as required above, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including, but not limited to, the irrevocable right to enter the Unit during reasonable hours, with or without notice to or consent of the tenant or Unit Owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorneys' fees and other expenses of collection, if any.

**Section 7. Negligence; Damage Caused by Condition in Unit.** The Owner of each Unit shall be liable for the expenses of any maintenance, repair or

replacement of Common Elements, other Units, or personal property made necessary by his act or negligence, or by that of any Member of his family or his guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain his Unit, any Limited Common Element appurtenant to the Unit (except those Limited Common Elements required to be maintained by the Association, as provided in this Declaration), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association property or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

Section 8. Association's Access to Units. The Association has an irrevocable right of access to the Units during reasonable hours for the purposes of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to his Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his Unit caused by the unavailability of a key.

Section 9. Pest Control. The Association may supply pest control services for the inside of each Unit, with the costs thereof being part of the common expenses. If the Association determines that it is in the best interest of the Condominium for the Association to supply pest control services for the inside of each Unit, each Unit Owner must accept such pest control service. In addition, the Association shall be deemed to have an Easement of Access through each Unit at all reasonable times for the purpose of treating each Unit. The Association shall post or provide Unit Owners with advance notice of the



date and times such service will be provided to individual Units at least forty-eight (48) hours in advance of any such application and entrance into a Unit.

ARTICLE X  
MASTER ASSOCIATION AND DECLARATION

Section 1. **IN ADDITION TO AND SEPARATE FROM THIS DECLARATION, THE CONDOMINIUM IS ENCUMBERED BY AND IS SUBJECT TO THE MASTER DECLARATION AND EACH OWNER IS RESPONSIBLE FOR ADHERING TO THE MASTER DECLARATION, THE BYLAWS AND ALL RULES AND REGULATIONS PROMULGATED BY THE MASTER ASSOCIATION. EACH OWNER SHALL BE RESPONSIBLE FOR PAYING ALL REGULAR AND SPECIAL ASSESSMENTS DULY IMPOSED OR LEVIED BY THE MASTER ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS OF THE MASTER DECLARATION. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS DECLARATION OR ANY RULES AND REGULATIONS IMPOSED BY THE ASSOCIATION AND THE MASTER DECLARATION OR ANY RULES AND REGULATIONS IMPOSED BY THE MASTER ASSOCIATION, THE OWNERS WILL BE REQUIRED TO COMPLY WITH THE MORE STRINGENT OR RESTRICTIVE REQUIREMENT. THIS DECLARATION AND ALL RULES AND REGULATIONS IMPOSED BY THE ASSOCIATION SHALL AT ALL TIMES BE JUNIOR, INFERIOR AND SUBORDINATE TO THE MASTER DECLARATION AND THE RULES AND REGULATIONS IMPOSED BY THE MASTER ASSOCIATION, HOWEVER NOTHING HEREIN SHALL BE CONSTRUED TO PROHIBIT EITHER THIS DECLARATION OR THE ASSOCIATION FROM IMPOSING MORE STRINGENT OR RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RULES OR REGULATIONS.**

Section 2. Until such time as the Master Declarant turns over the Master Association to the Members pursuant to the provisions of the Master Declaration, the Master Declarant shall be entitled to appoint one (1) Director to the Board of Directors of the Association and shall further be entitled to attend all meetings of the Association and the Board of Directors of the Association. The Association shall notify the Master Declarant in writing of all meetings of the Board of Directors within the time constraints contemplated for giving notice of such meetings to Members by the By-laws of the Association.

Section 3. The Master Association, through its Board of Directors, shall have the right, authority and power to veto any action taken or contemplated to be taken by the Association, which the Board of Directors of the Master Association determines to be adverse to the interests of the Master Association or the Members of the Master Association or inconsistent with the Community-Wide Standard. The Master Association, through its Board of Directors, shall have the right, authority and power to require specific action to be taken by the Association in connection with any of the Association's obligations and

responsibilities, hereunder or otherwise. Without limiting the generality of the foregoing, the Master Association may (a) require specific maintenance or repairs or aesthetic changes to be effectuated by the Association, and (b) require that the Association include certain items within the budget for the Association and that specific expenditures be made by the Association.

Any action required by the Master Association in a written notice pursuant to the foregoing paragraph shall be taken within the timeframe set by the Master Association in such written notice. If the Association fails to comply with the requirements set forth in such written notice, the Master Association shall have the right to effect such action on behalf of the Association.

To cover any of the Master Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Master Association, the Association shall assess the Units subject to the jurisdiction of the Association for their pro rata share of any expenses incurred by the Master Association in taking such action in the manner provided for levying Special Assessments under the Master Declaration. Such Assessments may be collected as a Special Assessment and shall be subject to all lien rights of the Master Association as provided in the Master Declaration.

#### ARTICLE XI SPECIFIC RESTRICTIONS

**IN ADDITION TO THE SPECIFIC RESTRICTIONS SET FORTH HEREIN, THE OWNERS SHALL ADHERE TO THE RESTRICTIONS CONTAINED IN THE MASTER DECLARATION AND ANY AND ALL RULES AND REGULATIONS PROMULGATED BY THE MASTER ASSOCIATION PURSUANT TO THE PROVISIONS OF THE MASTER DECLARATION. IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN ANY OF THE SPECIFIC RESTRICTIONS SET FORTH IN THIS DECLARATION AND THE RULES AND REGULATIONS OF THE MASTER DECLARATION OR IMPOSED BY THE MASTER ASSOCIATION THE MORE STRINGENT SHALL CONTROL.**

Section 1. Units. Each Unit shall be occupied by no more than the number of occupants authorized by local zoning codes or regulations. No business or commercial activity shall be conducted in or from any residential Unit. This restriction shall not be construed to prohibit any residential Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit. Such uses are expressly declared customarily incident to residential use.

THE OPERATION OF A, COOPERATIVE, VACATION CLUB, TIMESHARING, FRACTION-SHARING OR SIMILAR PROGRAM WHEREBY THE RIGHT TO EXCLUSIVE USE OF THE UNIT ROTATES AMONG PARTICIPANTS IN THE PROGRAM ON A FIXED OR FLOATING TIME SCHEDULE OVER A PERIOD OF YEARS SHALL BE PROHIBITED. FURTHER, AN OWNER SHALL ONLY BE ENTITLED TO ENTER INTO RENTAL AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OF THE MASTER DECLARATION.

Temporary uses by Declarant and its affiliates for model units, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be subject to approval and permitting by the County, and shall be otherwise permitted until permanent cessation of such uses takes place.

Section 2. Nuisances. No Owner shall use his Unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential Condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and Condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

Section 3. Window Air Conditioning. No window or through-the-wall air conditioning units shall be permitted. No Building or Unit shall have any aluminum foil or other reflective material in any window or glass door.

Section 4. Vehicles and Repair. There shall be no major repair performed on any motor vehicle on the Common Elements or Limited Common Elements, including the streets, covered or uncovered parking. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, shall be parked, stored or located at any time on the Common Elements, Limited Common Elements, including the streets, covered or uncovered parking.

Section 5. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Common Element or Limited Common Element.

Section 6. Utility Easements. Easements for installation and maintenance of utilities and cable television (if any) are reserved. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or cable television.

Section 7. Mailboxes. Mailboxes shall be installed by Declarant and thereafter maintained and replaced by the Association. All mailboxes and posts shall be uniform in design, components, and construction and shall be in conformance with the requirements of the Master Declaration, including but not limited to compliance with the Harmony Code and architectural approval.

Section 8. Security Bars. No security bar system may be installed on any window or door of any Unit within the Property.

Section 9. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any front street or side street or any adjacent or abutting property and are hereby restricted to the areas between the rear Lot line of a Unit and the rear yard line and, in the cases of Units bordering a side street, to that portion of the aforescribed area which is not between the side street and the side Lot line of the Unit. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 10. Vegetable Gardens. No vegetable gardens shall be permitted.

Section 11. Fences. No fences shall be erected on the Condominium Property.

Section 12. Ramps. No skateboard or bicycle ramp or similar structure shall be used, permitted or maintained anywhere on the Condominium Property.

Section 13. Condition and Construction. All Units, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereof. Every building, structure or other improvement, the construction of which is begun on any Unit, shall be diligently and continuously prosecuted after the beginning of such construction or placement until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

Section 14. General. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its successors or assigns or its or their contractors, or subcontractors, from doing or performing on all or any part of the Units or properties owned or controlled by Declarant, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connect with the completion of the development, including without limitation:

- a) erecting, constructing, and maintaining thereon, such

structures as may be reasonably necessary for the conduct of Declarant's business of completing the development and establishing the condominium and disposing of the same by sale, lease or otherwise; or

- b) conducting thereon its business of completing the development and establishing the Condominium as a residential community and disposing of the properties by sale, lease or otherwise; or
- c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Units.

Section 15. Easements for Access and Drainage. Easement for maintenance and operation of Surface Water or Stormwater Management Systems are reserved as show on the Plat. The Association shall have a perpetual access over all such easement areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. The Association shall have the right to enter upon any portion of any Unit which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the South Florida Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the South Florida Water Management District. Nothing contained herein shall operate to create an easement other than those depicted on the Plat.

## ARTICLE XII

### SPECIAL RESTRICTIONS AFFECTING COMMON ELEMENTS

Section 1. General Intent. It shall be the intent and purpose of this Declaration and these restrictions and covenants to maintain and enhance the Common Elements.

Section 2. Trash. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive materials shall be placed upon the Common Elements or Limited Common Elements, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as a Common Elements or Limited Common Elements.

Section 3. Control of Pets. Authorized pets shall only be walked or taken upon those portions of the Common Elements designed by the Association

from time to time for such purposes, and such pets shall be on a leash under Owner control. In no event shall said pets be allowed to be walked or taken on or about any conservation area, as such is defined by Declarant or D.R. Horton, the Master Association or Master Declarant, contained within the Condominium.

ARTICLE XIII  
TRANSFER OF OWNERSHIP OF UNITS

Owners shall have the right to transfer ownership interest in their Unit without approval of the Association.

ARTICLE XIV  
INSURANCE

In order to adequately protect the Association and its Members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

Section 1. By the Unit Owner. Each Unit Owner is responsible for insuring his own Unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the Unit and required to be repaired or replaced by the Owner; and all alterations, additions and improvements made to the Unit or the Common Elements by the Owner or his predecessors in title. Each Unit Owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss Assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance.

Section 2. Association Insurance; Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Unit Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

Section 3. Required Coverage. The Association shall maintain adequate insurance covering all of the buildings and the Common Elements as well as all Association property, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards

covered by what is commonly known as an "All Risk" property contract.

(B) Flood. In amounts deemed adequate by the Board of Directors.

(C) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

D) Statutory Fidelity Bond. In the amount required by law.

Section 4. Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Unit Owners.

Section 5. Description of Coverage. A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by Unit Owners or their authorized representatives upon request.

Section 6. Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association Unit Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

Section 7. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees as their interests may appear. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Unit Owners and their respective mortgagees in the following shares:

(A) Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit Owner being the same as his share in the Common Elements.

(B) Units. Proceeds on account of damage within the Units shall be held in prorated shares, based on the amount of damage within each damaged Unit as a percentage of the total damage within all Units, less the deductible.

(C) Mortgagee. If a mortgagee endorsement has been issued

as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Unit or Units, except when the funds are not used for repairs or to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

Section 8. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit Owners in the following manner:

(A) Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

(B) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being paid jointly to them.

(C) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

Section 9. Association as Agent. The Association is hereby irrevocably appointed as agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium property.

## ARTICLE XV RECONSTRUCTION OR REPAIR AFTER CASUALTY

If any part of the Condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

Section 1. Damage to Units. Where loss or damage occurs within one or more Units, any Association insurance proceeds on account of the loss or damage shall be distributed to the Owner(s) of the damaged Unit(s) in shares as provided in this Declaration. The Owner(s) of the damaged Unit(s) shall be



responsible for reconstruction and repair, and shall bear the burden of the deductible in the same shares as they received the benefits of the Association's coverage.

**Section 2. Damage to Common Elements-Less than "Very Substantial."** Where loss or damage occurs to the Common Elements, but the loss is less than "Very Substantial," as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the costs of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the costs of repair and reconstruction of the Common Elements, the Association shall promptly, upon determination of the deficiency, levy a Special Assessment against all Unit Owners in proportion to their shares in the Common Elements for the deficiency. Such Special Assessments need not be approved by the Unit Owners. The proceeds from the Special Assessment shall be added to the funds available for repair and restoration of the property.

**Section 3. "Very Substantial" Damage.** As used in this Declaration, the term "Very Substantial" damage shall mean loss or damage caused by a common occurrence whereby at least five-sevenths (5/7ths) of the total Units cannot reasonably be rendered habitable within sixty (60) days or it is impossible or structurally imprudent to repair or rebuild. Should such "Very Substantial" damage occur then:

(A) The Board of Directors and the Officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and alter the Condominium property or Association property as might be reasonable under the circumstances to protect the Condominium property or Association property from further damage or deterioration. This authority includes the authority to expend any and all available Association funds.

(B) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.

(C) A Membership Meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the Membership with reference to rebuilding or termination of the Condominium, subject to the following:

1. If the insurance proceeds, reserves and other Association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished with a Special Assessment not exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, then the Condominium shall be restored or repaired unless two-thirds (2/3rds) of the total voting interests vote for termination, in which case the Condominium shall be terminated.

2. If upon the advice of legal counsel, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of Units; or if the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated costs thereof so that it is reasonably anticipated that the repairs and reconstruction can only be accomplished by levying Special Assessments exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, then unless two-thirds (2/3) of the total voting interests vote in favor of such Special Assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Florida Condominium Act. If the requisite number of Unit Owners approves reconstruction, the Board of Directors shall levy such Assessments as are necessary and shall proceed to negotiate and contract for necessary repairs and restoration. The proceeds from the Special Assessments shall be added to the funds available for repair and restoration of the property.

(D) If any dispute shall arise as to whether "Very Substantial" damage has occurred, or as to the amount of Special Assessments required, a determination approved by at least two-thirds (2/3) of the Board of Directors shall be conclusive, and shall be binding upon all Unit Owners.

Section 4. Application of Insurance Proceeds. It shall always be presumed that monies disbursed for repair and restoration come first from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit Owners, except as otherwise provided in this Declaration.

Section 5. Equitable Relief. In the event of damage to the Common Elements which renders any Unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the Owner of the uninhabitable Unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within nine (9) months thereafter.

Section 6. Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the Owners of at least five-sevenths (5/7) of the Units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any Unit without the consent of the Unit Owner and his institutional mortgagee, if any.

## ARTICLE XVI CONDEMNATION

Section 1. Deposit of Awards with Association. The taking of all or any part of the Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner.

Section 2. Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

Section 3. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and Special Assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

Section 4. Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

Section 5. Units Reduced but Habitable. If the condemnation reduces the size of a Unit and the remaining portion of the Unit can be made habitable,

the awards for the taking of a portion of that 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, the additional funds required shall be paid by the Owner of the Unit.

(B) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

(C) Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements 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 of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

Section 6. Unit Made Not Habitable. If the condemnation is of an entire Unit or reduces the size of a Unit so 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 fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

(B) Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit Owners in a manner approved by the Board of Directors.

(C) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

(D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be

raised by Special Assessment against all Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes affected by the taking.

(E) Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner and the Association shall each appoint one certified real property appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. If there is a first mortgage, the first mortgagee shall have the right, but not the obligation, to appoint a third state certified appraiser to participate in this process. A judgment of specific performance upon the fair market value calculated in this manner may be entered in any court of competent jurisdiction. Each party shall bear the costs of his own appraiser.

Section 7. Taking of Common Elements. Awards for the taking of Common Elements ~~only shall be used to make the remaining portion of the Common Elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements.~~

Section 8. Amendment of Declaration. Any changes in Units and in the Common Elements, in the ownership of the Common Elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending ~~this Declaration and, if appropriate, its Exhibits.~~ Such Amendment need be approved only by the Owners of a majority of the Units. Approval of or joinder by lien holders is not required for any such Amendment.

## ARTICLE XVII TERMINATION

The Condominium may be terminated in the following manner:

Section 1. Agreement. The Condominium may be terminated at any time by written agreement of the Owners of 100% of the Units, joined by the holders of any mortgages on the Units.

Section 2. Very Substantial Damage. If the Condominium, as a result of casualty, suffers "Very Substantial" damage to the extent defined in this Declaration, and it is not decided as therein provided that it will be reconstructed or repaired, the Condominium form of ownership of the property in this Condominium will thereby terminate without agreement.

Section 3. General Provisions. Prior to termination of the Condominium or Association, the Division of Florida Land Sales, Condominiums and Mobile Homes shall be notified. A copy of the recorded termination notice certified by the clerk of the county in which the recording took place shall be submitted to the Division. Upon termination, the former Unit Owners shall become the Owners, as tenants in common, of all Condominium and Association property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the Common Elements, and the costs of termination, as well as post-termination costs of maintaining the former Condominium property, shall be common expenses, the payment of which shall be secured by a lien on the interest owned by each tenant in common. The mortgagee or lienor of a Unit Owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other assets of the Association which he may become entitled to receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association, executed with the formalities of a deed, and certifying as to the facts affecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Osceola County, Florida.

Section 4. New Condominium. The termination of the Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

Section 5. Partition; Sale. Following termination, the former Condominium property and Association property may be partitioned and sold upon the application of any Unit Owner. If following a termination, at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of the property, all Owners shall be bound to execute deeds and other documents reasonably required to affect the sale. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

Section 6. Last Board. The termination of the Condominium does not, by itself, terminate the Association. The Members of the last Board of Directors and the Officers of the Association shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association.

Section 7. Provisions Survive Termination. The provisions of this Declaration are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

ARTICLE XVIII  
ESTOPPEL CERTIFICATE

If all sums due to the Association shall have been paid, the Association shall deliver an estoppel certificate within ten (10) days of a written request therefore. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

ARTICLE XIX  
ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein any and all Rules and Regulations which from time to time may be adopted by the Board of Directors of the Association without the necessity of being recorded in the public records.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter. If and as permitted by applicable Florida law, the Association shall have the right to suspend voting rights and use of Common Elements (except for legal access) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Section 3. Fines and Penalties. In addition to all other remedies, fines may be imposed upon an Owner, voting rights of an Owner suspended and rights of the Owner and its guest to use of Common Elements, excluding those necessary for access, suspended for failure of an Owner, his family, guests, invitees or employees, to comply with this Declarations or any covenant, restriction, Rule or Regulation, provided the following are adhered to:

(A) Notice. The Association shall notify the Owner of an alleged infraction or infractions. Included in the notice shall be the date and time of a Special Meeting of a committee appointed by the Board of Directors (herein, the "Committee") at which time the Owner shall present reasons why penalties should not be imposed. At least fourteen (14) days' notice of such meeting shall be given. The Committee shall consist of three (3) or more Member appointed by the Board of Directors of the Association. The Members of the Committee shall be appointed by the Board of Directors of the Association, but shall not be Officers, Directors or employees of the Association and shall not be related by blood or marriage to any Director, Officer or employee. Fines and/or penalties my

only be imposed by a majority vote of the Committee.

(B) **Hearing.** The alleged non-compliance shall be presented to the Committee after which the Committee shall hear reasons why fines and/or other penalties should not be imposed. A written decision of the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Committee's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(C) **Penalties.** The Committee may impose fines against the Unit owned by the Owner for an amount equal to \$100.00 per day for each day an Owner allows a violation to exist which fine shall not exceed \$5000.00 in the aggregate.

(D) **Payment of Penalties.** Fines shall be paid not later than ten (10) days after notice of the imposition or Assessment of the penalties. Once paid, all rights of the Owner and their guest shall be deemed reinstated.

(E) **Collection of Fines.** Fines shall be treated as Special Assessments subject to the provisions for such Assessments provided for in Article V as modified herein.

(F) **Application of Penalties.** All monies received from fines shall be allocated as directed by the Board of Directors.

(G) **Non-exclusive Remedy.** These fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

## ARTICLE XX RIGHTS OF MORTGAGEES

Section 1. **Approvals.** Written consent of the institutional mortgagee of a Unit shall be required for any Amendment to the Declaration which would decrease the Unit's share of ownership of the Common Elements, except as otherwise provided in this Declaration which consent may not be unreasonably withheld.

Section 2. **Notice of Casualty or Condemnation.** In the event of condemnation, eminent domain proceedings, or Very Substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice.



Section 3. First Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a Condominium parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the liability of the first mortgagee for the unpaid common expenses or Assessments attributable to the Condominium parcel, or chargeable to the former Owner of the parcel, which came due prior to the first mortgagee's acquisition of title, shall be limited to the amount the first mortgagee is required to pay under the Florida Condominium Act, as it may be amended from time to time. No acquirer of title to a Condominium parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of such ownership.

Section 4. Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

Section 5. Right to Inspect Books. The Association shall make available to institutional mortgagees requesting same current copies of the Condominium documents and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

Section 6. Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the most recent financial report or financial statement of the Association.

## ARTICLE XXI AMENDMENT TO DECLARATION

This Declaration and each of the covenants, easements and restrictions set forth herein may be modified or amended only in the following manner:

Section 1. Notice of the subject matter of a proposed Amendment or modification shall be included in the notice of any meeting of the Members of the Association at which a proposed Amendment is to be considered.

Section 2. An Amendment may be proposed by the Board of Directors or

by twenty-five percent (25%) of the voting Members of the Association. A Resolution adopting a proposed Amendment must bear the approval of not less than a majority of the Members of the Board of Directors and seventy-five percent (75%) of the votes eligible to be cast by Members of the Association. Directors of the Board of Directors of the Association and Members not present in person or by proxy at the meeting considering the Amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary prior to the meeting.

Section 3. No Amendment may be adopted which discriminates against any Unit Owner, unless the Unit Owners so affected consent thereto. No Amendment shall change or alter any Unit or the share of the Common Elements appurtenant thereto, nor increase the Unit Owner's share of the common expense, unless the record Owner of the Unit concerned and all record holders of liens on such Units shall join in the execution of the Amendment. Nothing in this paragraph shall limit the Board of Directors in its power as delineated in these Declarations.

Section 4. A copy of each Amendment, accompanied by adopted Resolution, shall be attached to a certificate certifying that said Amendment was duly adopted, which certificate shall be effective when said documents are so recorded. Likewise, any Amendment accomplished by agreement of the required number of Members or, where required, by all Unit Owners and record Owners of liens or mortgages, shall be effective when the agreement effecting such Amendment is recorded among the Public Records of Osceola County, Florida.

Section 5. Notwithstanding anything hereinabove set forth in this Article, the Declarant reserves the right to amend this Declaration of Condominium and any of its covenants, restrictions, reservations, conditions, or easements until seventy-five percent (75%) of the Units have been sold and titled out to individual purchasers, unless doing so would be a violation of the Florida Condominium Act. Notwithstanding anything contained herein to the contrary, no Amendment to the Declaration which materially affects the rights or interests of mortgagees of Units of Ashley Park at Harmony Condominium or the land subject to this Declaration shall be valid without the consent of said mortgagees, which consent may not be unreasonably withheld. It shall be presumed that except as to those matters described in subsections (4) and (8) of §718.110, Florida Statutes, Amendments to the Declaration do not materially affect the rights or interests of mortgagees. An Amendment, other than Amendments made by the Developer pursuant to Florida Statute 718.104, 718.403, and 718.504(6), (7) and (9) without a vote of the Unit Owners and any rights the Developer may have in the Declaration to amend without consent of the Unit Owners which shall be limited to matters other than those under subsections (4) and (8), shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. An Amendment by the Developer must be

evidenced in writing, but a certificate of the Association is not required.

Section 6. Any Amendment to this Declaration which may alter any provision relating to the Master Declarant or Master Association, or which would prejudice the Master Declarant or Master Association must have the prior written approval of the Master Declarant or Master Association, as applicable. Any Amendment to this Declaration in violation hereof shall be automatically void and of no force or effect.

## ARTICLE XXII DISCLAIMER OF LIABILITY OF ASSOCIATION

Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the properties including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(A) It is the express intent of this Declaration and the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof; the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Osceola County and/or any other jurisdiction or the prevention of tortious activities; and

(B) The provisions of the Association Documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

(C) Each Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making a use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the

liability of the Association has been disclaimed in this Article.

(D) As used in this Article, "Association" shall include within its meaning all of Associations' Directors, Officers, committee and Board Members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of Declarant, which shall be fully protected hereby.

### ARTICLE XXIII GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 3. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been sent when mailed, postage prepaid, to the last known address of the person or persons who appear as the Owner of the Unit on the records of the at the time of such mailing.

Section 4. Rules and Regulations. The Association may publish unrecorded Rules and Regulations from time to time that shall be applicable to the Condominium but which shall not be applicable to the Declarant or its affiliates, agents or employees and contractors (except in such contractor's capacity as Owners) nor to institutional first mortgagees, nor to property while owned by either the Declarant or its affiliates or such mortgagees. Such Rules and Regulations shall apply to all other Owners and occupants. The Board of Directors shall be permitted to grant relief to one or more Owners from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.

Section 5. Easements. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 6. Covenants Running With the Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) hereof, it is the intention of the Declarant as fee simple Owner of the Condominium, and all other fee simple Owners of portions of Condominium who have joined in the execution of this Declaration, that this Declaration shall

constitute covenants running with the land and with title to the Condominium or any part thereof, or as equitable servitudes upon the land, as the case may be.

Section 7. Cable Television. The Association shall enter into an agreement with a cable television service provider to provide basic cable television services to each Unit. The Assessments contemplated by this Declaration include the cost incurred by the Association to provide cable service to each Unit. No Unit Owner may waive or otherwise escape liability for Assessments by non-use of the cable service or abandonment of the right to use the cable service.

Section 8. Construction. In the event of any conflict between the provisions of this Declaration, the Master Declaration or any rules or regulations passed by the Master Association, the more stringent shall control.

Section 9. Applicable Statutes. The validity, application and construction of this Declaration and its recorded Exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act, as it may be amended from time to time.

Section 10. Exhibits. All Exhibits attached hereto are incorporated herein as if fully set forth in this Declaration.

Section 11. Singular, Plural and Gender. Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

Section 12. Headings. The headings used in the Condominium documents are for reference purposes only and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

IN WITNESS WHEREOF, this Declarant and Developer have caused this Declaration to be executed this 16<sup>th</sup> day of Feb., 2006.

**WITNESSES:**

By: Melissa L Cortes  
Signature  
Print Name: Melissa L. Cortes

**D.R. HORTON, INC.,** 20  
a Florida Corporation

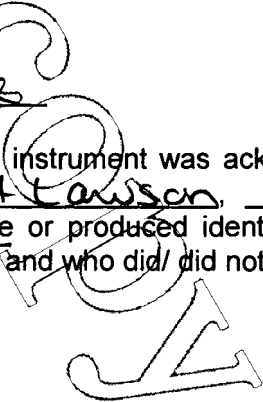
Robert Lawson  
Print Name: Robert Lawson  
Title: President  
5850 T.G. Lee Blvd., Suite 600  
Orlando, FL 32822

Brandy Sue Murphy  
Signature  
Print Name: Brandy Sue Murphy

Dated: 2/16/06

STATE OF FLORIDA  
COUNTY OF Orange

THE FOREGOING instrument was acknowledged before me this 16<sup>th</sup> day of Feb., 2006, by Robert Lawson, \_\_\_\_\_ of D.R. Horton, Inc., who is personally known to me or produced identification (type of identification produced) \_\_\_\_\_ and who did/ did not take an oath.



Brandy Sue Murphy  
Printed Name: Brandy Sue Murphy  
Notary Public - State of Florida  
My Commission Expires: 7-26-06  
Commission No.: DD103352



WITNESSES:

By: [Signature]  
Signature  
Print Name: SHEILA CALHOUN

[Signature]  
Signature  
Print Name: Tina M. Harris

[Signature]  
SPANO & ASSOCIATES, INC., a  
Florida corporation

[Signature]  
Print Name: Ralph Spano  
Title: President  
166 Lookout Place, Suite 200  
Maitland, FL 32751

Dated: 2-21-06

STATE OF FLORIDA  
COUNTY OF Seminole

THE FOREGOING instrument was acknowledged before me this 21 day of February 2006, by Ralph Spano, President of SPANO & ASSOCIATES, INC., who is personally known to me or produced identification (type of identification produced) \_\_\_\_\_ and who did/ did not take an oath.

[Signature] Glenda Reyes

Printed Name:  
Notary Public - State of Florida  
My Commission Expires: May 16, 2009  
Commission No.: DD430103

NOTARY PUBLIC-STATE OF FLORIDA  
Glenda Reyes  
Commission # DD430103  
Expires: MAY 16, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

# ASHLEY PARK AT HARMONY CONDOMINIUM

Exhibit "A"

## LEGAL DESCRIPTION:

A PORTION OF BIRCHWOOD P.U.D. - HARMONY NEIGHBORHOOD A-1, PLAT BOOK 18, PAGES 7 THROUGH 11, AS RECORDED IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 30, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 13A, 13B, 13C, 14A, 14B, 14C, 15A, 15B, 15C, 16A, 16B, 16C, 17A, 17B, 17C, 18A, 18B, 18C, 19A, 19B, 19C, 20A, 20B, 20C, 21A, 21B, 21C, 22A, 22B, 22C, 23A, 23B, 23C, 24A, 24B, 24C, 25A, 25B, 25C, 26A, 26B, 26C, 27A, 27B, 27C, 28A, 28B, 28C, 29A, 29B, 29C, 30A, 30B, 30C, 31A, 31B, 31C, 32A, 32B, 32C, 33A, 33B, 33C, 34A, 34B, 34C, 35A, 35B, 35C, 36A, 36B, 36C, 37A, 37B, 37C, 38A, 38B, 38C, 39A, 39B, 39C, 40A, 40B, 40C, 41A, 41B, 41C, 42A, 42B, 42C, 43A, 43B, 43C, 44A, 44B, 44C, 45A, 45B, 45C, 46A, 46B, 46C, 47A, 47B, 47C, 48A, 48B, 48C, 49A, 49B, 49C, 50A, 50B, 50C, 51A, 51B, 51C, 52A, 52B, 52C, 53A, 53B, 53C, 54A, 54B AND 54C

CONTAINING 6.060 ACRES MORE OR LESS

3074

CL 2006053575

OR 3074/2760



CB 8 pg 149



# ASHLEY PARK AT HARMONY CONDOMINIUM

Exhibit B

## NOTES:

1. VARIOUS EASEMENTS HAVE BEEN GRANTED AND RETAINED IN ARTICLE V OF THE DECLARATION OF CONDOMINIUM. THE DEVELOPER HAS RESERVED THE RIGHT TO GRANT OTHER EASEMENTS OVER THE CONDOMINIUM PROPERTY FROM TIME TO TIME.
2. SEE ARTICLES I, V, AND VI OF THE DECLARATION OF CONDOMINIUM FOR THE DEFINITION AND/OR DESCRIPTION OF "UNIT", "COMMON ELEMENT," "LIMITED COMMON ELEMENT," AND OTHER TERMS.

CL 2006053575

OR 3074/2761

THIS CERTIFICATION MADE THIS 21ST DAY OF NOVEMBER, 2005, BY THE UNDERSIGNED FIRM IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.104 (4) (E) OF THE FLORIDA STATUTES, AS AMENDED, AND IS A CERTIFICATION THAT THE FOLLOWING PAGES ARE AN ACCURATE REPRESENTATION OF THE LAND AND IMPROVEMENTS DESCRIBED THEREON, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF ASHLEY PARK AT HARMONY CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND EACH DWELLING UNIT CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ,  
PROFESSIONAL SURVEYOR & MAPPER, PLS

DATE: 11/21/05



CB 8 P67149



# ASHLEY PARK AT HARMONY CONDOMINIUM

## LEGAL DESCRIPTION:

A PORTION OF BIRCHWOOD P.U.D - HARMONY NEIGHBORHOOD A-1, PLAT BOOK 18, PAGES 7 THROUGH 11, AS RECORDED IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 30, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

ALL OF LOTS 13A, 13B, 13C, 14A, 14B, 14C, 15A, 15B, 15C, 16A, 16B, 16C, 17A, 17B, 17C, 18A, 18B, 18C, 19A, 19B, 19C, 20A, 20B, 20C, 21A, 21B, 21C, 22A, 22B, 22C, 23A, 23B, 23C, 24A, 24B, 24C, 25A, 25B, 25C, 26A, 26B, 26C, 27A, 27B, 27C, 28A, 28B, 28C, 29A, 29B, 29C, 30A, 30B, 30C, 31A, 31B, 31C, 32A, 32B, 32C, 33A, 33B, 33C, 34A, 34B, 34C, 35A, 35B, 35C, 36A, 36B, 36C, 37A, 37B, 37C, 38A, 38B, 38C, 39A, 39B, 39C, 40A, 40B, 40C, 41A, 41B, 41C, 42A, 42B, 42C, 43A, 43B, 43C, 44A, 44B, 44C, 45A, 45B, 45C, 46A, 46B, 46C, 47A, 47B, 47C, 48A, 48B, 48C, 49A, 49B, 49C, 50A, 50B, 50C, 51A, 51B, 51C, 52A, 52B, 52C, 53A, 53B, 53C, 54A, 54B AND 54C.

CONTAINING 6.060 ACRES MORE OR LESS.

3074

CL 2006053575

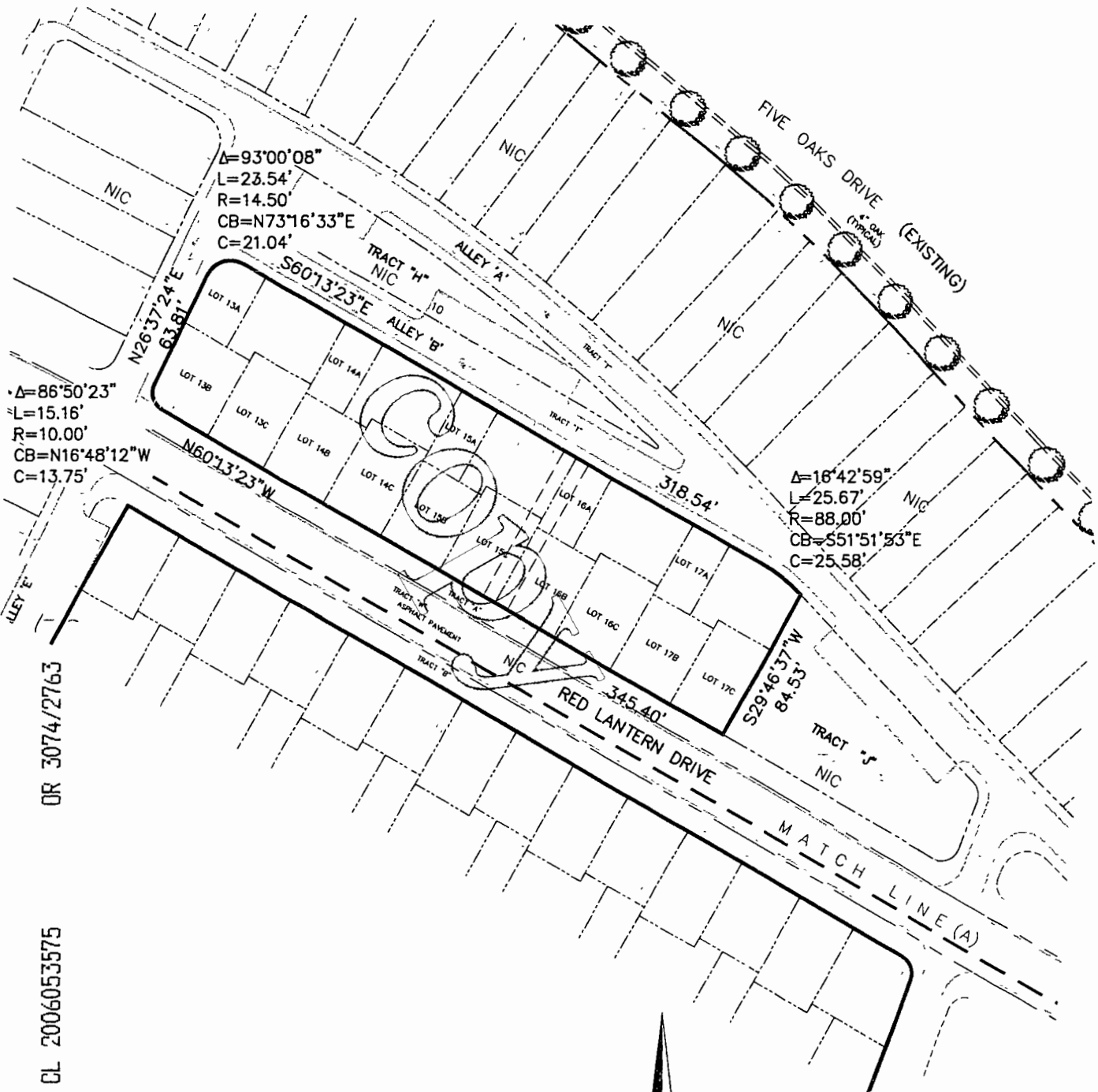
DR 3074/2762

CB 8 pg 149



# ASHLEY PARK AT HARMONY CONDOMINIUM

## SURVEY OF LAND



$\Delta=86^{\circ}50'23"$   
 $L=15.16'$   
 $R=10.00'$   
 $CB=N16^{\circ}48'12"W$   
 $C=13.75'$

$\Delta=93^{\circ}00'08"$   
 $L=23.54'$   
 $R=14.50'$   
 $CB=N73^{\circ}16'33"E$   
 $C=21.04'$

$\Delta=18^{\circ}42'59"$   
 $L=25.67'$   
 $R=88.00'$   
 $CB=S51^{\circ}51'53"E$   
 $C=25.58'$

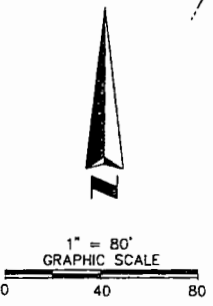
OR 3074/2763

CL 2006053575

**LEGEND**

- $\Delta$ =CENTRAL ANGLE
- L=LENGTH
- R=RADIUS
- CB=CHORD BEARING
- C=CHORD
- NIC=NOT INCLUDED IN CONDOMINIUM

*CB 8 pg 149*



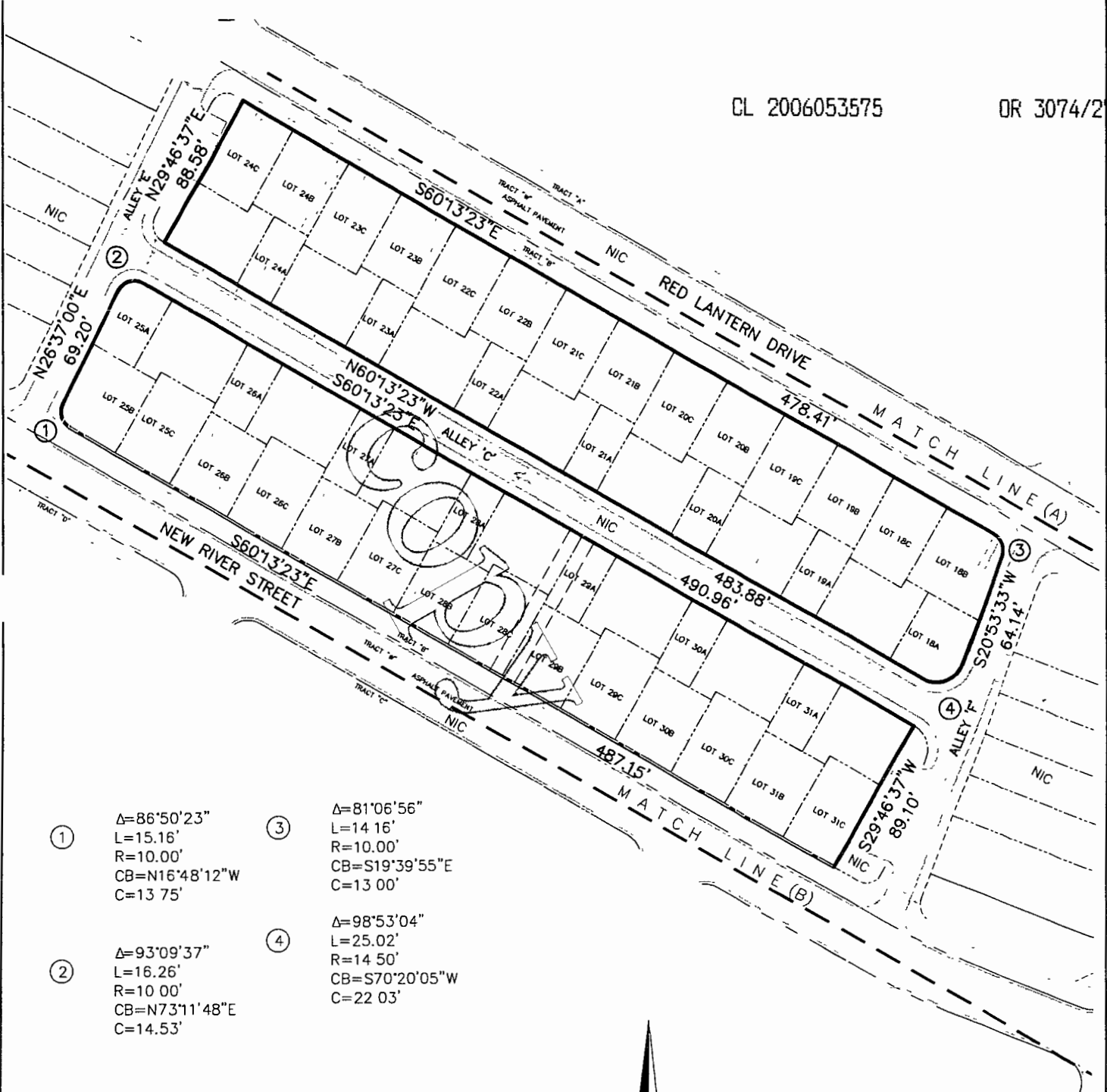
**ASMA**  
 AMERICAN SURVEYING & MAPPING  
 1030 N ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
 (407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## SURVEY OF LAND

CL 2006053575

OR 3074/2764

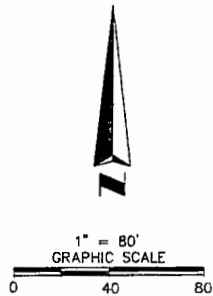



- ①  $\Delta=86^{\circ}50'23''$   
L=15.16'  
R=10.00'  
CB=N16°48'12"W  
C=13.75'
- ②  $\Delta=93^{\circ}09'37''$   
L=16.26'  
R=10.00'  
CB=N73°11'48"E  
C=14.53'
- ③  $\Delta=81^{\circ}06'56''$   
L=14.16'  
R=10.00'  
CB=S19°39'55"E  
C=13.00'
- ④  $\Delta=98^{\circ}53'04''$   
L=25.02'  
R=14.50'  
CB=S70°20'05"W  
C=22.03'

*CB 8 pg 149*

**LEGEND**

$\Delta$ =CENTRAL ANGLE  
L=LENGTH  
R=RADIUS  
CB=CHORD BEARING  
C=CHORD  
NIC=NOT INCLUDED IN CONDOMINIUM





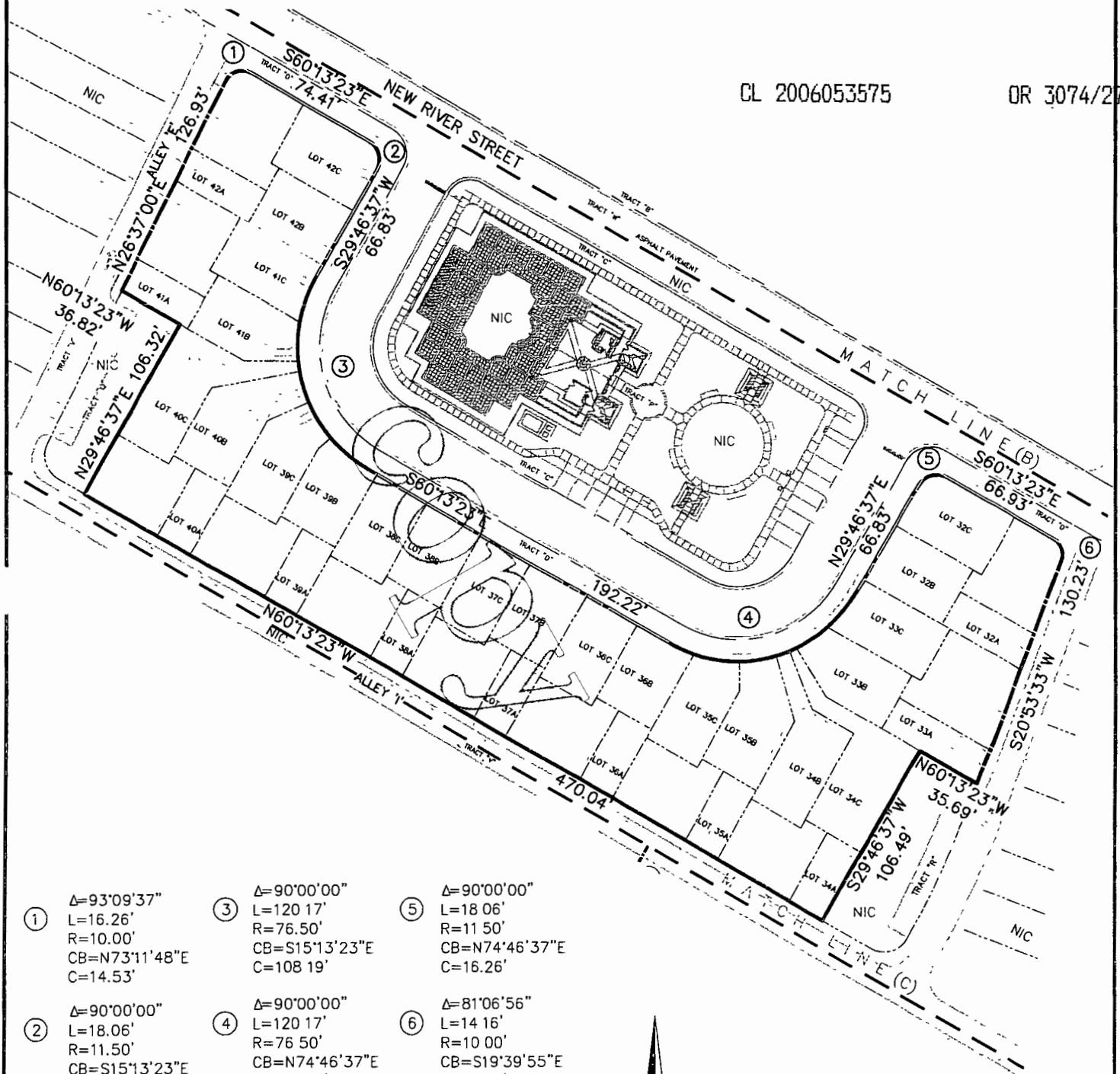
**AMERICAN SURVEYING & MAPPING**  
1030 N ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## SURVEY OF LAND

CL 2006053575

OR 3074/2765

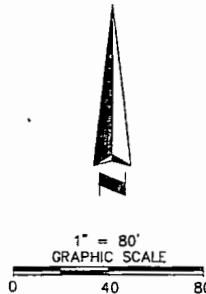


- |   |  |   |  |   |  |
|---|--|---|--|---|--|
| ① | $\Delta=93^{\circ}09'37''$<br>L=16.26'<br>R=10.00'<br>CB=N73°11'48"E<br>C=14.53' | ③ | $\Delta=90^{\circ}00'00''$<br>L=120.17'<br>R=76.50'<br>CB=S15°13'23"E<br>C=108.19' | ⑤ | $\Delta=90^{\circ}00'00''$<br>L=18.06'<br>R=11.50'<br>CB=N74°46'37"E<br>C=16.26' |
| ② | $\Delta=90^{\circ}00'00''$<br>L=18.06'<br>R=11.50'<br>CB=S15°13'23"E<br>C=16.26' | ④ | $\Delta=90^{\circ}00'00''$<br>L=120.17'<br>R=76.50'<br>CB=N74°46'37"E<br>C=108.19' | ⑥ | $\Delta=81^{\circ}06'56''$<br>L=14.16'<br>R=10.00'<br>CB=S19°39'55"E<br>C=13.00' |

**LEGEND**

$\Delta$ =CENTRAL ANGLE  
 L=LENGTH  
 R=RADIUS  
 CB=CHORD BEARING  
 C=CHORD  
 NIC=NOT INCLUDED IN CONDOMINIUM

*CB 8 pg 150*

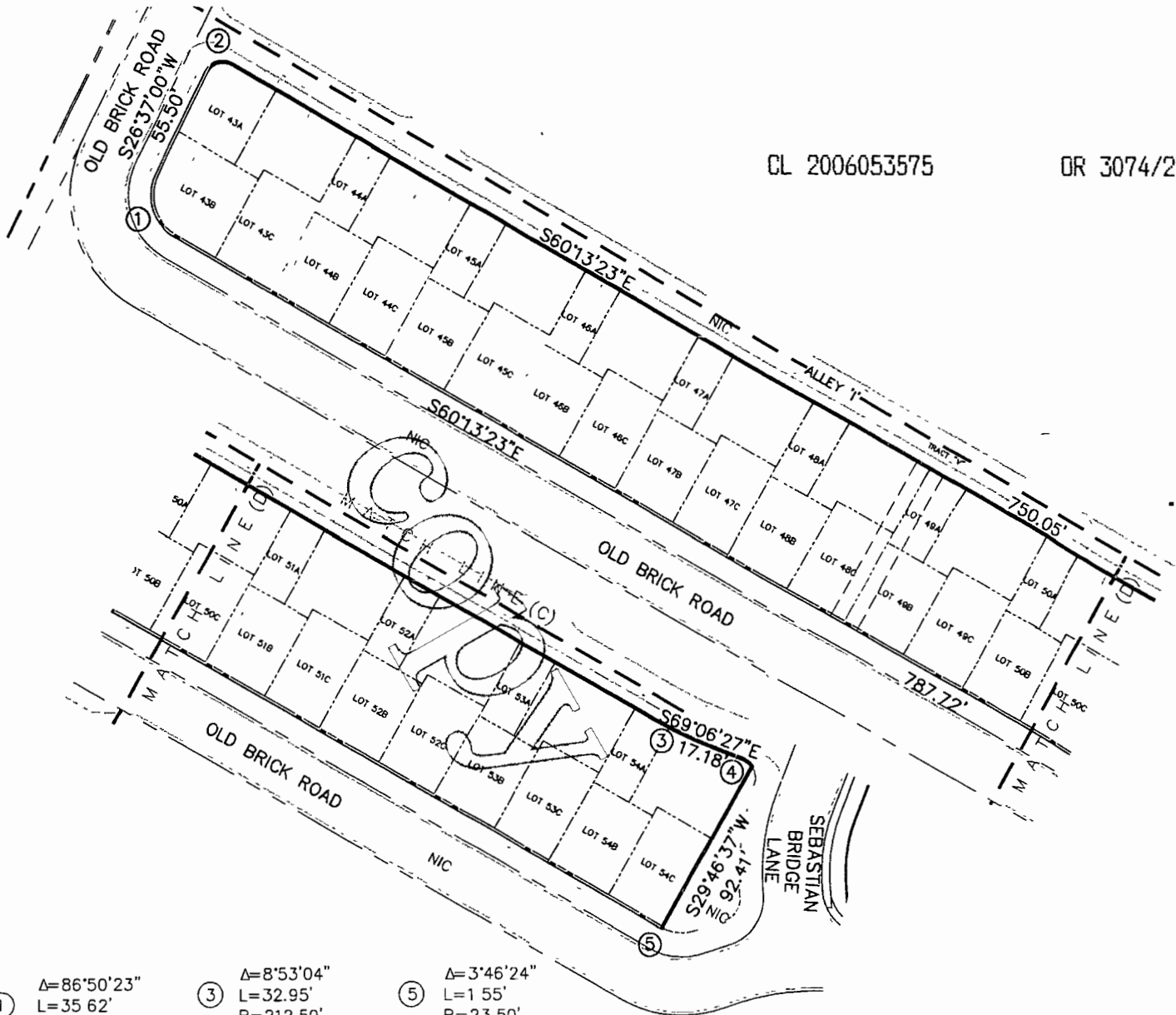


# ASHLEY PARK AT HARMONY CONDOMINIUM

## SURVEY OF LAND

CL 2006053575

DR 3074/2766

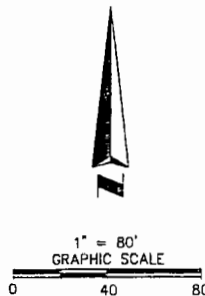


- |   |   |   |   |   |  |
|---|---|---|---|---|--|
| ① | Δ=86°50'23"<br>L=35 62'<br>R=23 50'<br>CB=S16°48'12"E<br>C=32 30' | ③ | Δ=8°53'04"<br>L=32.95'<br>R=212 50'<br>CB=S64°39'55"E<br>C=32 92' | ⑤ | Δ=3°46'24"<br>L=1 55'<br>R=23.50'<br>CB=S62°06'35"E<br>C=1.55' |
| ② | Δ=93°09'37"<br>L=16 26'<br>R=10 00'<br>CB=S73°11'48"W<br>C=14 53' | ④ | Δ=35°06'21"<br>L=6 13'<br>R=10 00'<br>CB=N51°33'16"W<br>C=6 03'   |   |  |

CB 8 pg 150

### LEGEND.

Δ=CENTRAL ANGLE  
L=LENGTH  
R=RADIUS  
CB=CHORD BEARING  
C=CHORD  
NIC=NOT INCLUDED IN CONDOMINIUM



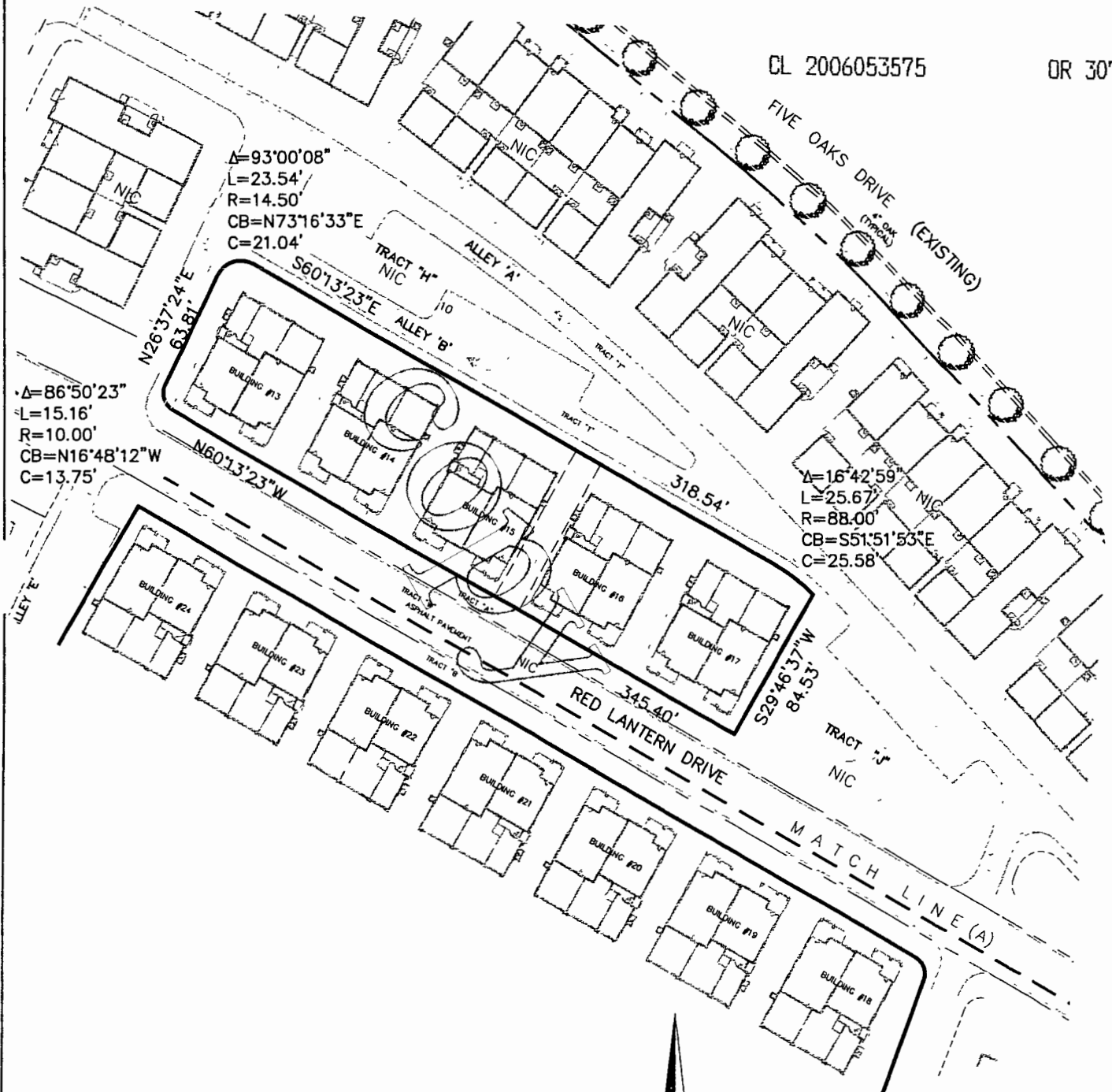
**ASAM**  
AMERICAN SURVEYING & MAPPING  
1030 N ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## Exhibit "C" PLOT PLAN

CL 2006053575

OR 3074/2767



$\Delta=86^{\circ}50'23''$   
 $L=15.16'$   
 $R=10.00'$   
 $CB=N16^{\circ}48'12''W$   
 $C=13.75'$

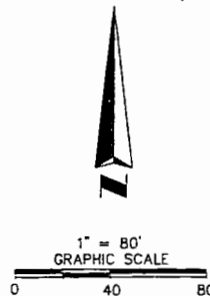
$\Delta=93^{\circ}00'08''$   
 $L=23.54'$   
 $R=14.50'$   
 $CB=N73^{\circ}16'33''E$   
 $C=21.04'$

$\Delta=16^{\circ}42'59''$   
 $L=25.67'$   
 $R=88.00'$   
 $CB=S51^{\circ}51'53''E$   
 $C=25.58'$

CB 8 pg 49

**LEGEND**

- $\Delta$ =CENTRAL ANGLE
- L=LENGTH
- R=RADIUS
- CB=CHORD BEARING
- C=CHORD
- NIC=NOT INCLUDED IN CONDOMINIUM



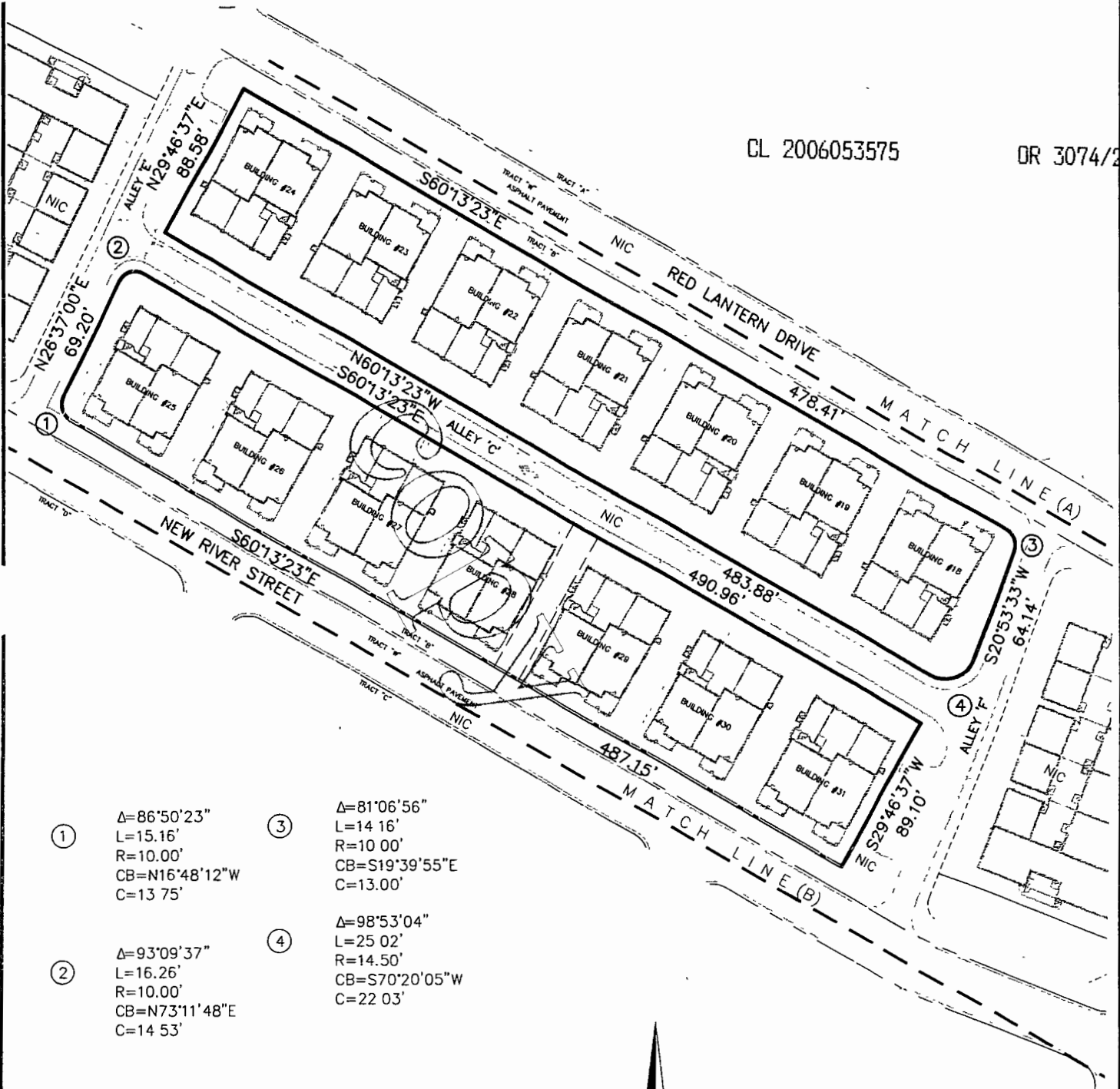
**ASM**  
AMERICAN SURVEYING & MAPPING  
1030 N ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## PLOT PLAN

CL 2006053575

OR 3074/2768



①  $\Delta=86^{\circ}50'23''$   
 L=15.16'  
 R=10.00'  
 CB=N16°48'12"W  
 C=13.75'

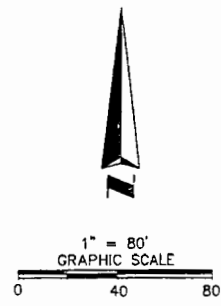
②  $\Delta=93^{\circ}09'37''$   
 L=16.26'  
 R=10.00'  
 CB=N73°11'48"E  
 C=14.53'

③  $\Delta=81^{\circ}06'56''$   
 L=14.16'  
 R=10.00'  
 CB=S19°39'55"E  
 C=13.00'

④  $\Delta=98^{\circ}53'04''$   
 L=25.02'  
 R=14.50'  
 CB=S70°20'05"W  
 C=22.03'

*CB 8 pg 149*

**LEGEND**  
 Δ=CENTRAL ANGLE  
 L=LENGTH  
 R=RADIUS  
 CB=CHORD BEARING  
 C=CHORD  
 NIC=NOT INCLUDED IN CONDOMINIUM





**AMERICAN SURVEYING & MAPPING**  
 1030 N ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
 (407) 426-7979

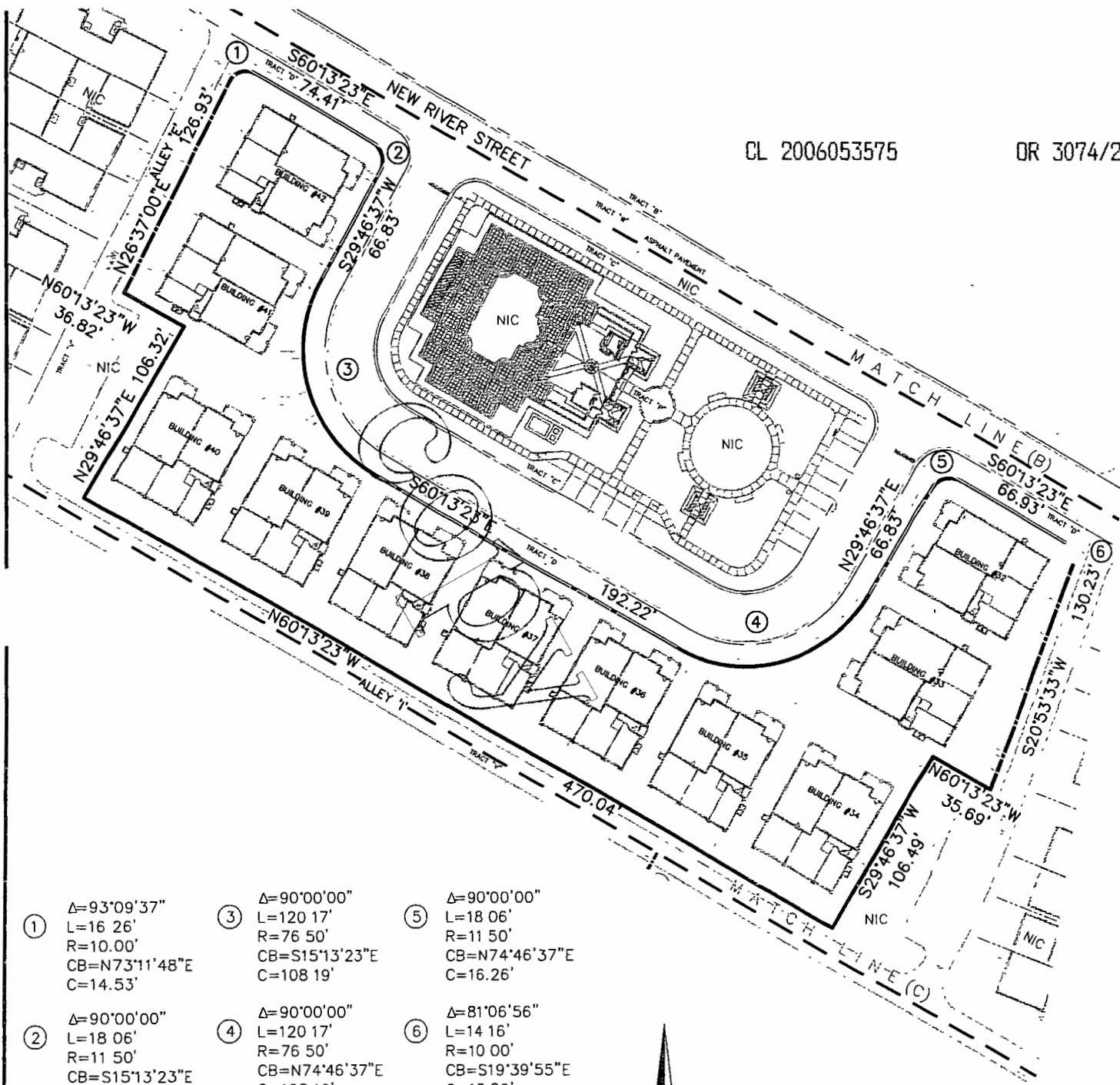


# ASHLEY PARK AT HARMONY CONDOMINIUM

## PLOT PLAN

CL 2006053575

DR 3074/2769

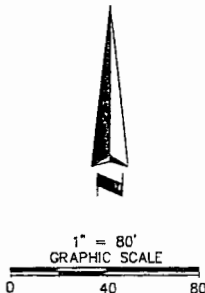


- |   |  |   |  |   |  |
|---|--|---|--|---|--|
| ① | $\Delta=93^{\circ}09'37''$<br>L=16 26'<br>R=10.00'<br>CB=N73°11'48"E<br>C=14.53' | ③ | $\Delta=90^{\circ}00'00''$<br>L=120 17'<br>R=76 50'<br>CB=S15°13'23"E<br>C=108 19' | ⑤ | $\Delta=90^{\circ}00'00''$<br>L=18 06'<br>R=11 50'<br>CB=N74°46'37"E<br>C=16.26' |
| ② | $\Delta=90^{\circ}00'00''$<br>L=18 06'<br>R=11 50'<br>CB=S15°13'23"E<br>C=16.26' | ④ | $\Delta=90^{\circ}00'00''$<br>L=120 17'<br>R=76 50'<br>CB=N74°46'37"E<br>C=108.19' | ⑥ | $\Delta=81^{\circ}06'56''$<br>L=14 16'<br>R=10 00'<br>CB=S19°39'55"E<br>C=13 00' |

**LEGEND**

$\Delta$ =CENTRAL ANGLE  
 L=LENGTH  
 R=RADIUS  
 CB=CHORD BEARING  
 C=CHORD  
 NIC=NOT INCLUDED IN CONDOMINIUM

*CB8 pg 150*



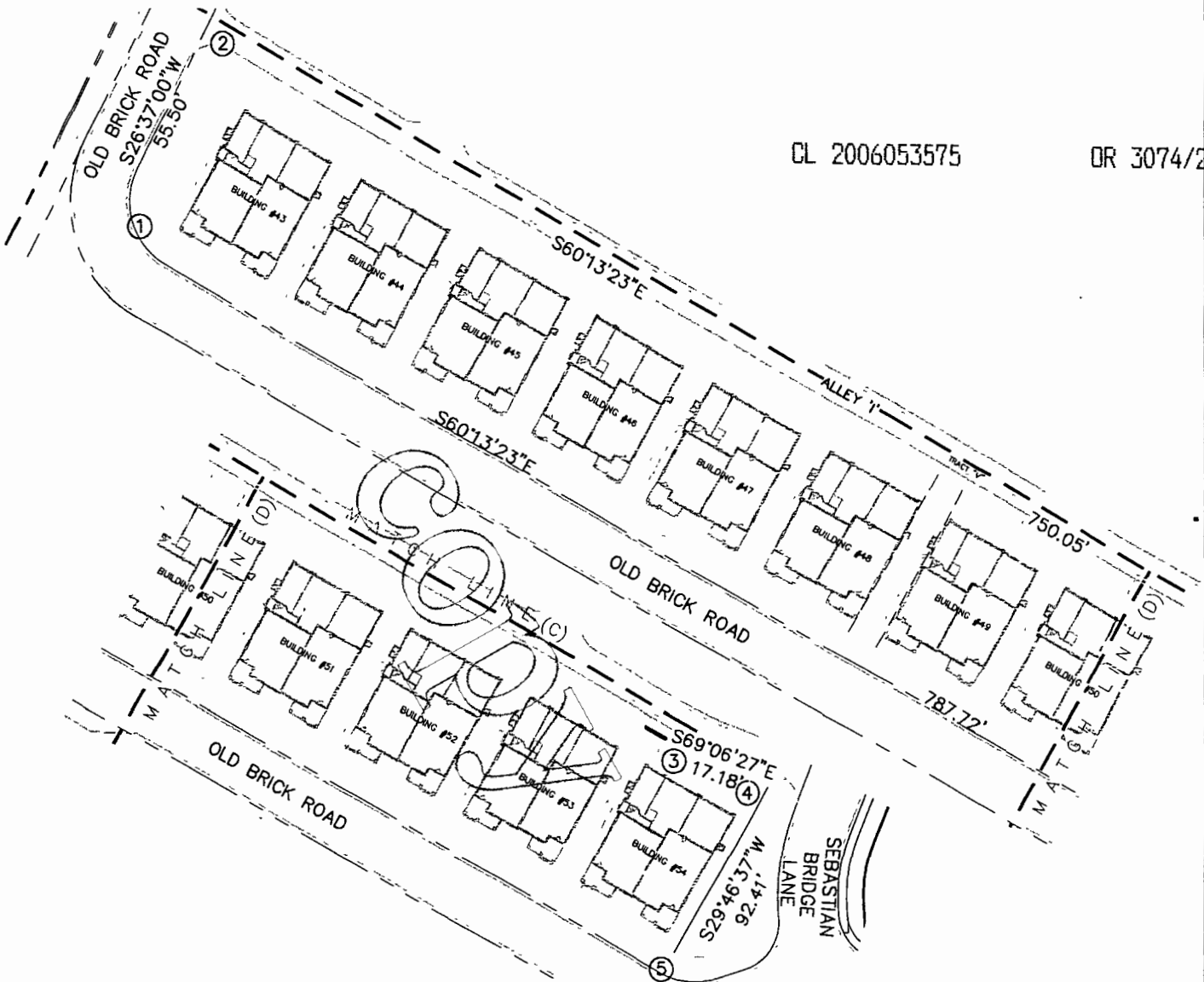
1030 N ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
 (407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## PLOT PLAN

CL 2006053575

OR 3074/2770

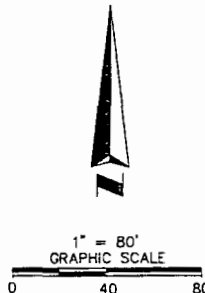


- |   |  |   |  |   |   |
|---|--|---|--|---|---|
| ① | $\Delta=86^{\circ}50'23''$<br>L=35.62'<br>R=23.50'<br>CB=S16°48'12"E<br>C=32.30' | ③ | $\Delta=8^{\circ}53'04''$<br>L=32.95'<br>R=212.50'<br>CB=S64°39'55"E<br>C=32.92' | ⑤ | $\Delta=3^{\circ}46'24''$<br>L=1.55'<br>R=23.50'<br>CB=S62°06'35"E<br>C=1.55' |
| ② | $\Delta=93^{\circ}09'37''$<br>L=16.26'<br>R=10.00'<br>CB=S73°11'48"W<br>C=14.53' | ④ | $\Delta=35^{\circ}06'21''$<br>L=6.13'<br>R=10.00'<br>CB=N51°33'16"W<br>C=6.03'   |   |   |

**LEGEND**

$\Delta$ =CENTRAL ANGLE  
 L=LENGTH  
 R=RADIUS  
 CB=CHORD BEARING  
 C=CHORD  
 NIC=NOT INCLUDED IN CONDOMINIUM

*CB 8 pg 150*





AMERICAN SURVEYING & MAPPING

1030 N ORLANDO AVENUE SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

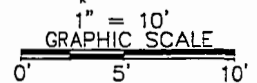
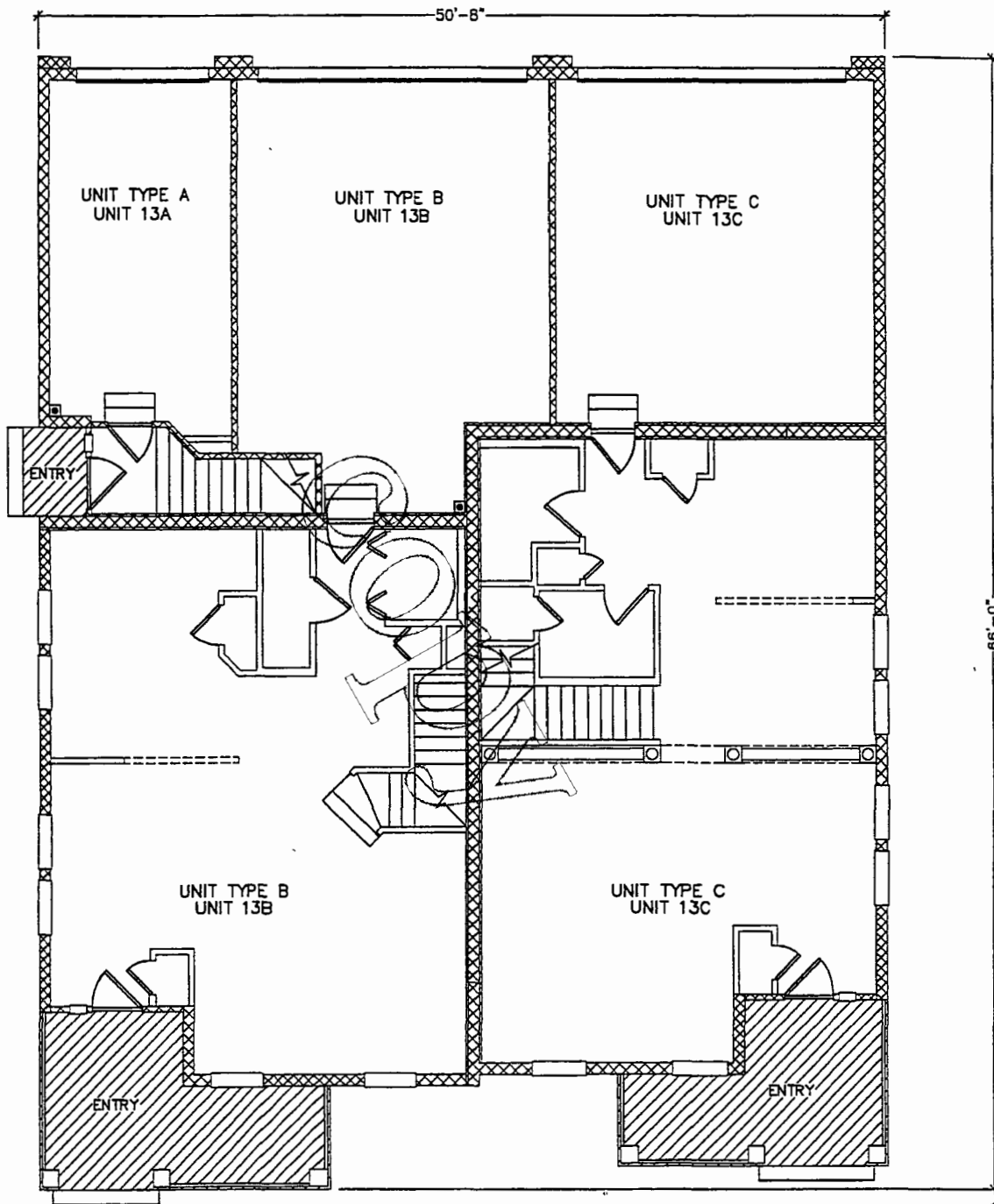
# ASHLEY PARK AT HARMONY CONDOMINIUM

DR 3074/27

Exhibit "D"

## BUILDING 13 - FIRST FLOOR

CL 2006053575



### LEGEND AND ABBREVIATIONS

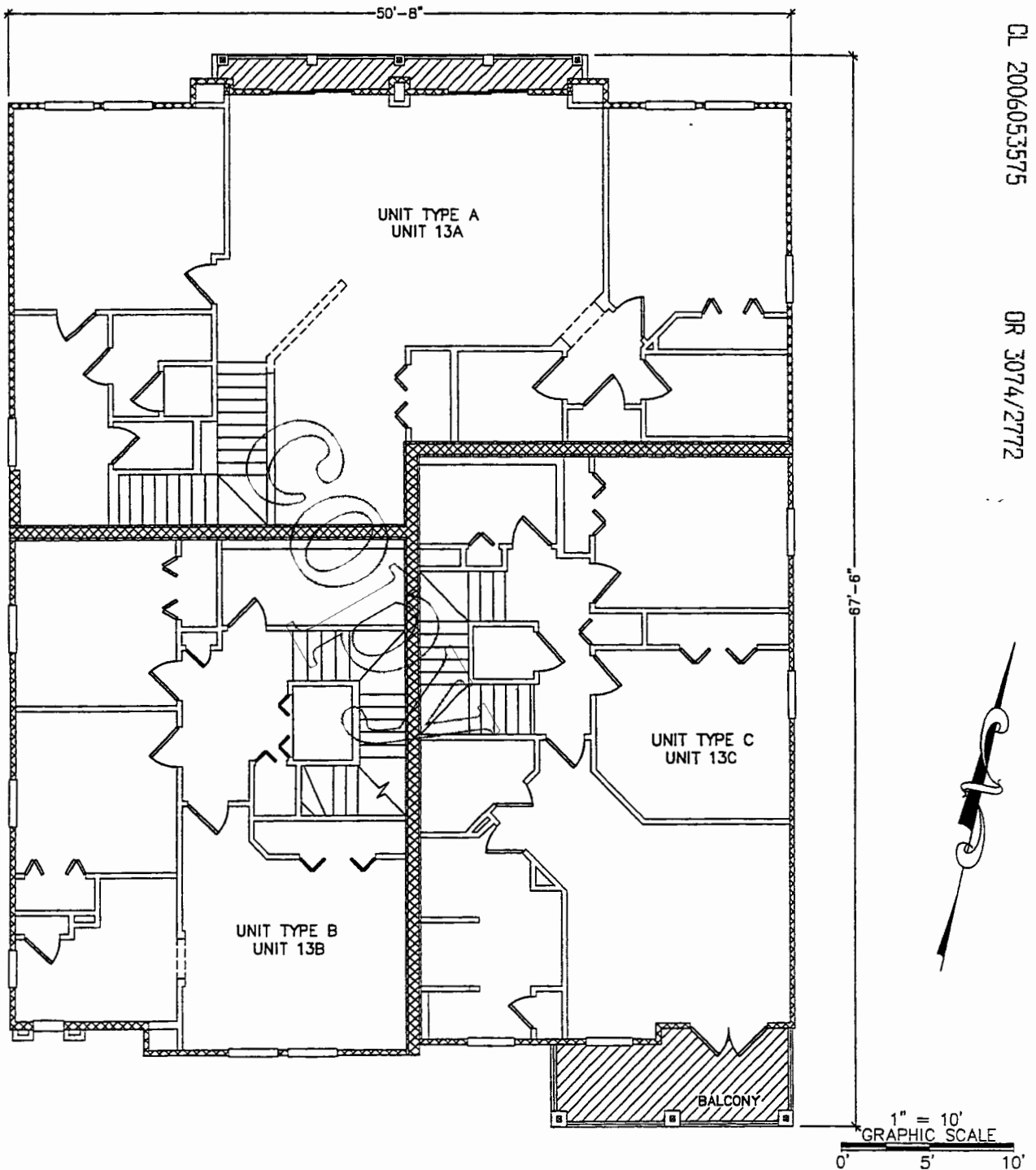
- = LIMIT COMMON ELEMENT
- = COMMON ELEMENT

CB8 pg 151

**ASMA**  
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7975

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 13 - SECOND FLOOR



CL 2006053575

DR 3074/2772

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

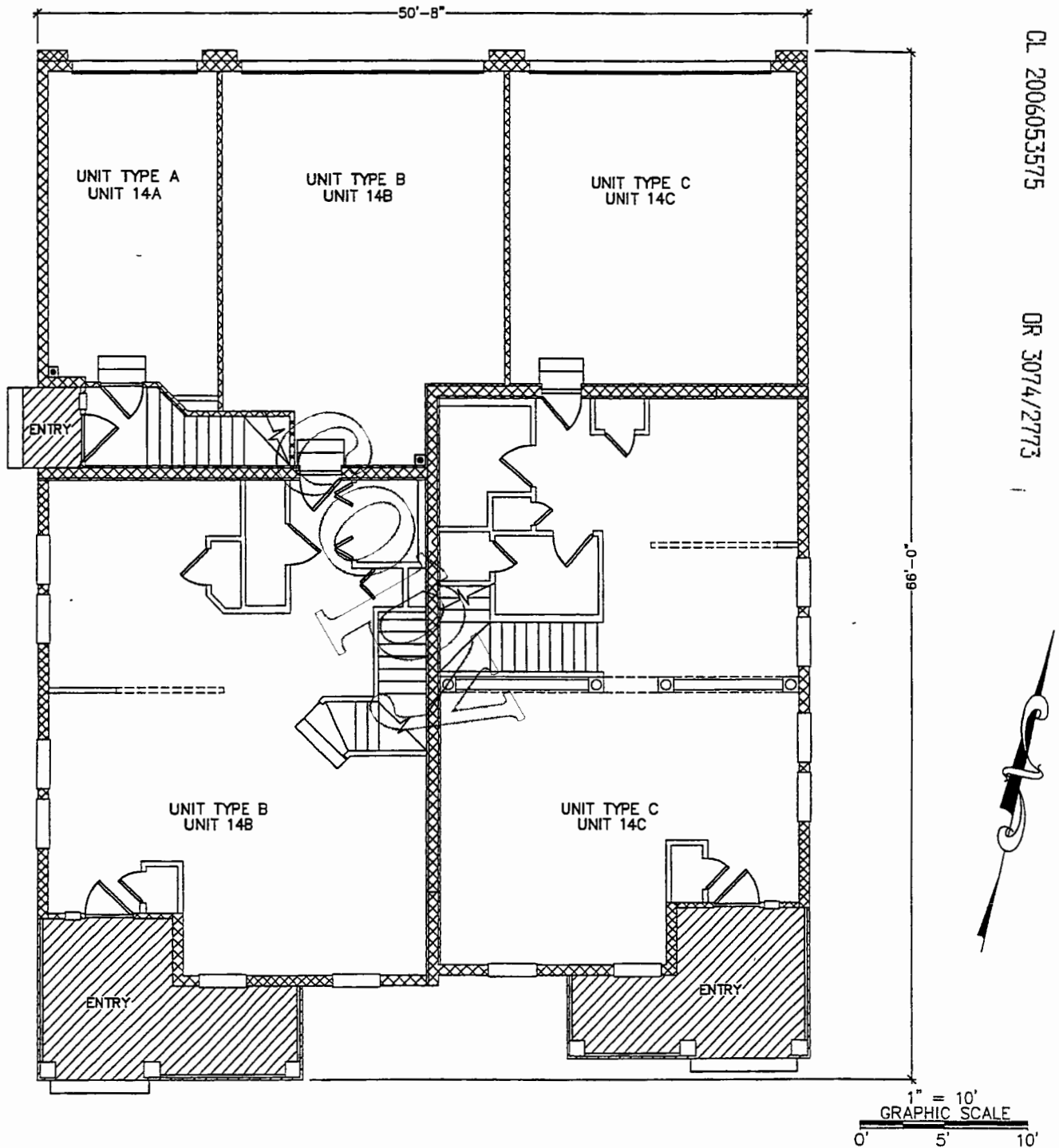
(B 8 Pg 15)



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 14 - FIRST FLOOR



CL 2006053575

DR 3074/2773

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

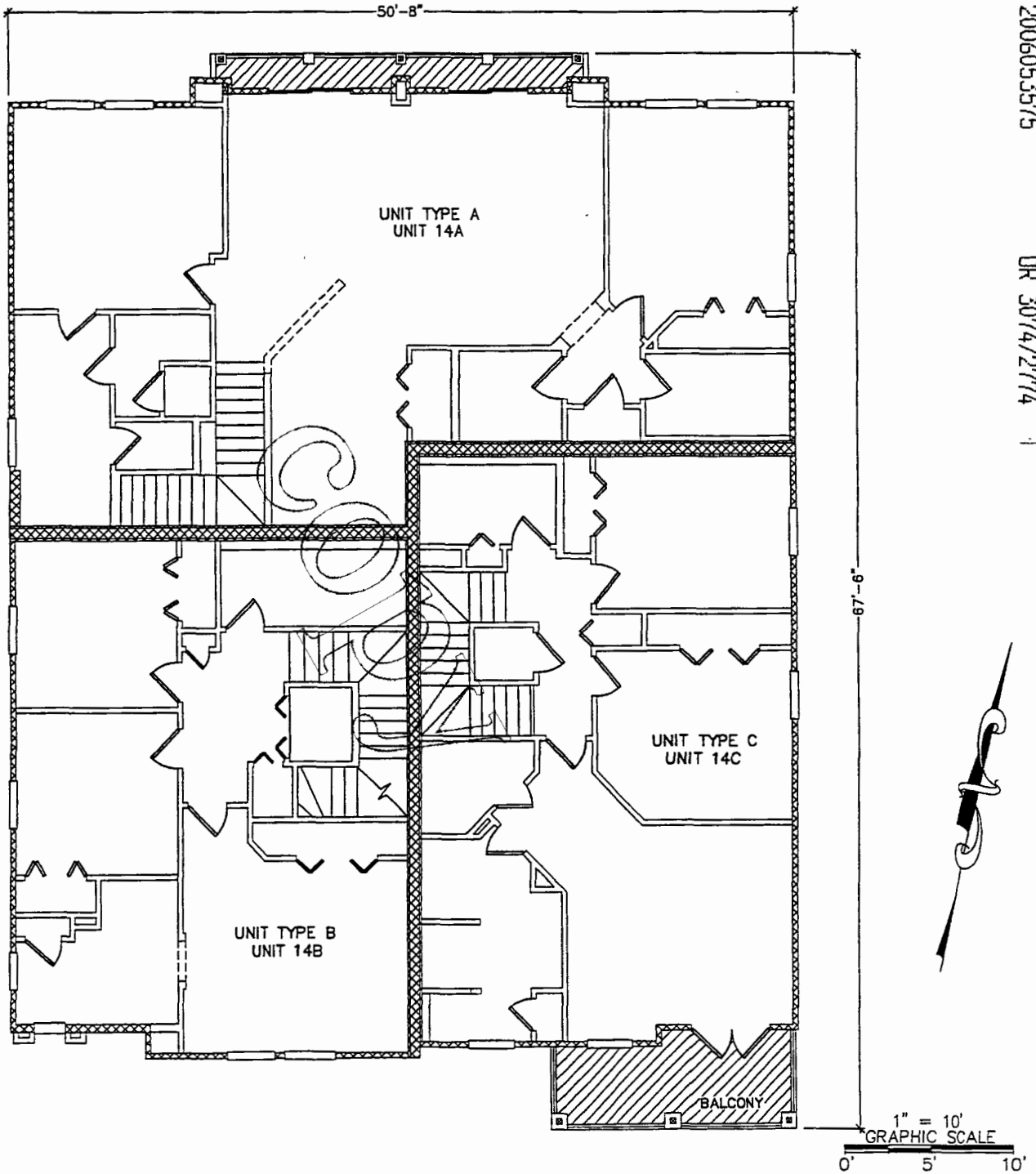
CB 8 pg 151



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE 8 WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 14 - SECOND FLOOR




CL 2006053575

DR 3074/2774

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

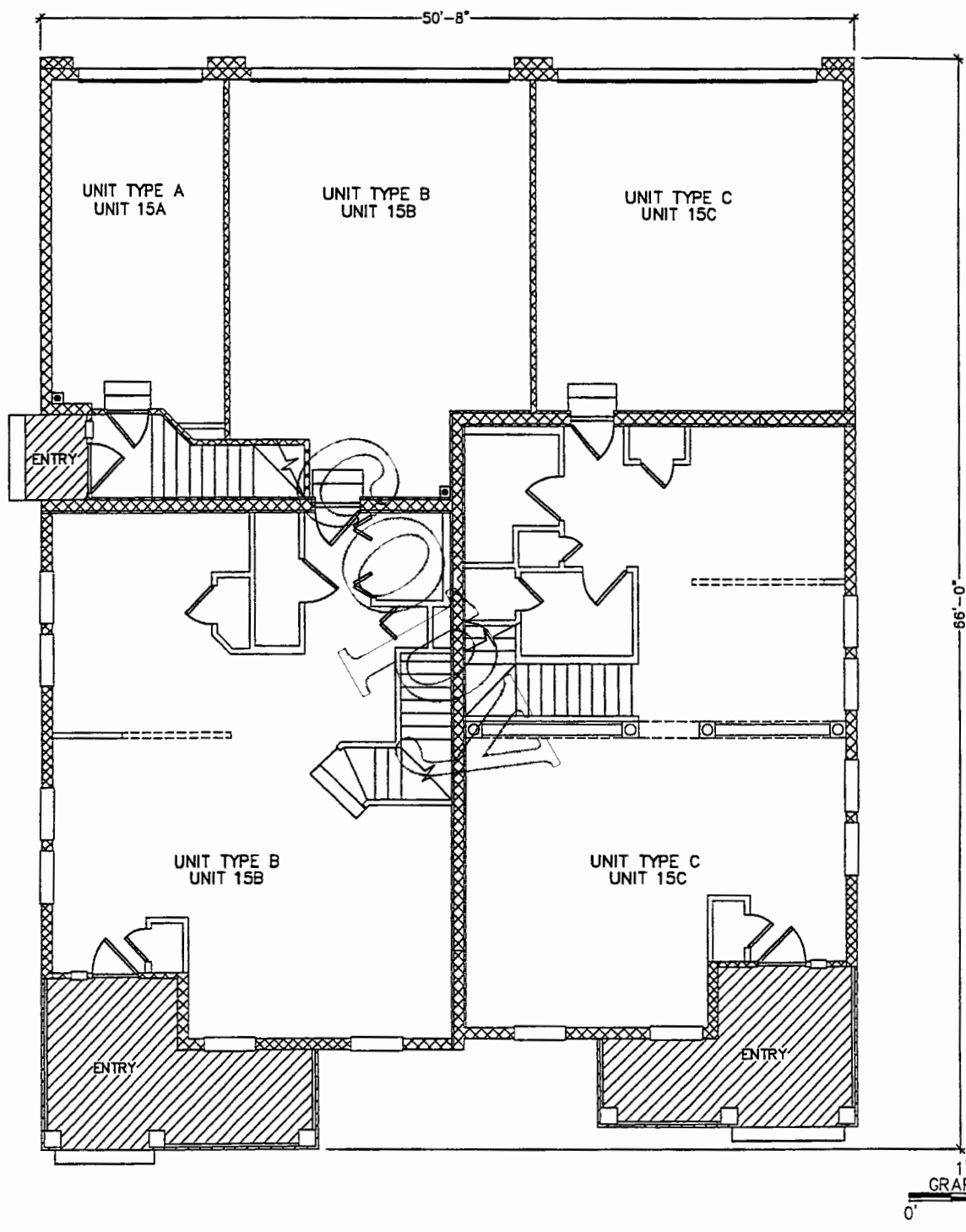
CB 8 pg 151



AMERICAN SURVEYING & MAPPING  
1030 N ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7975

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 15 - FIRST FLOOR





DL 2006053575

DR 3074/2775



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 151



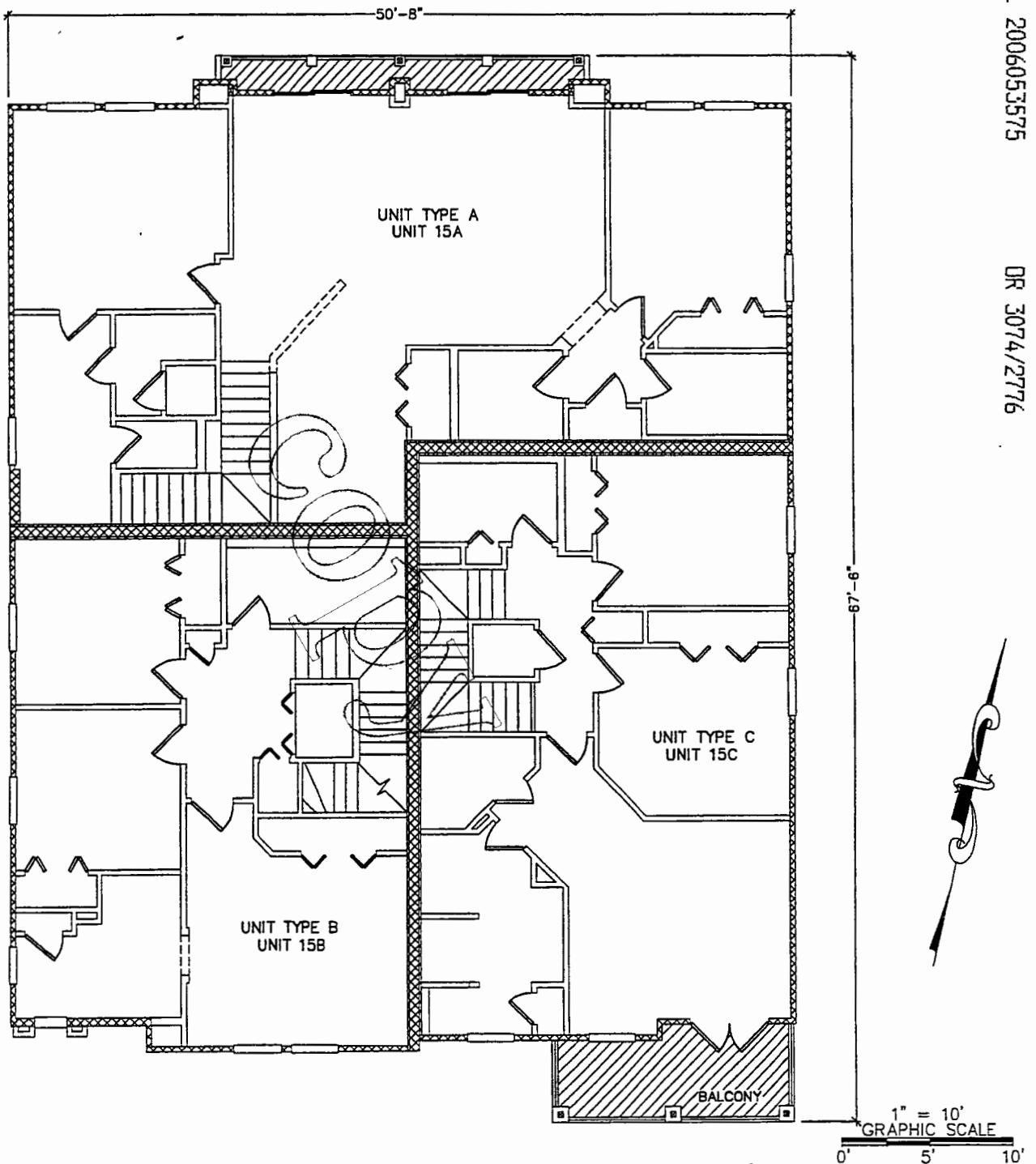
**ASMA**

AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 15 - SECOND FLOOR



CL 2006053575

DR 3074/2776

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CSB pg 151



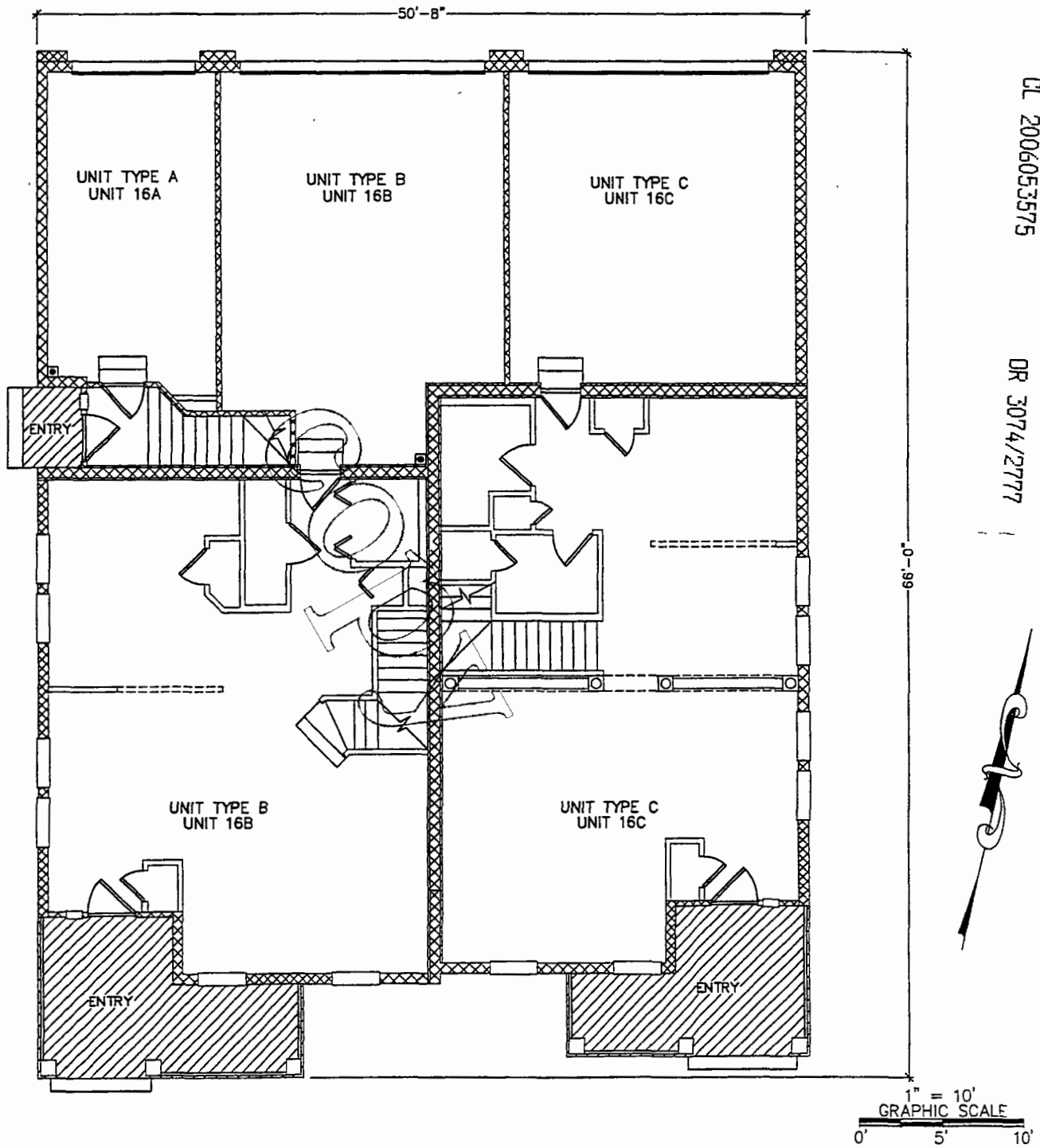
AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 425-7979



# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 16 - FIRST FLOOR



CL 2006053575

DR 3074/2777

### LEGEND AND ABBREVIATIONS

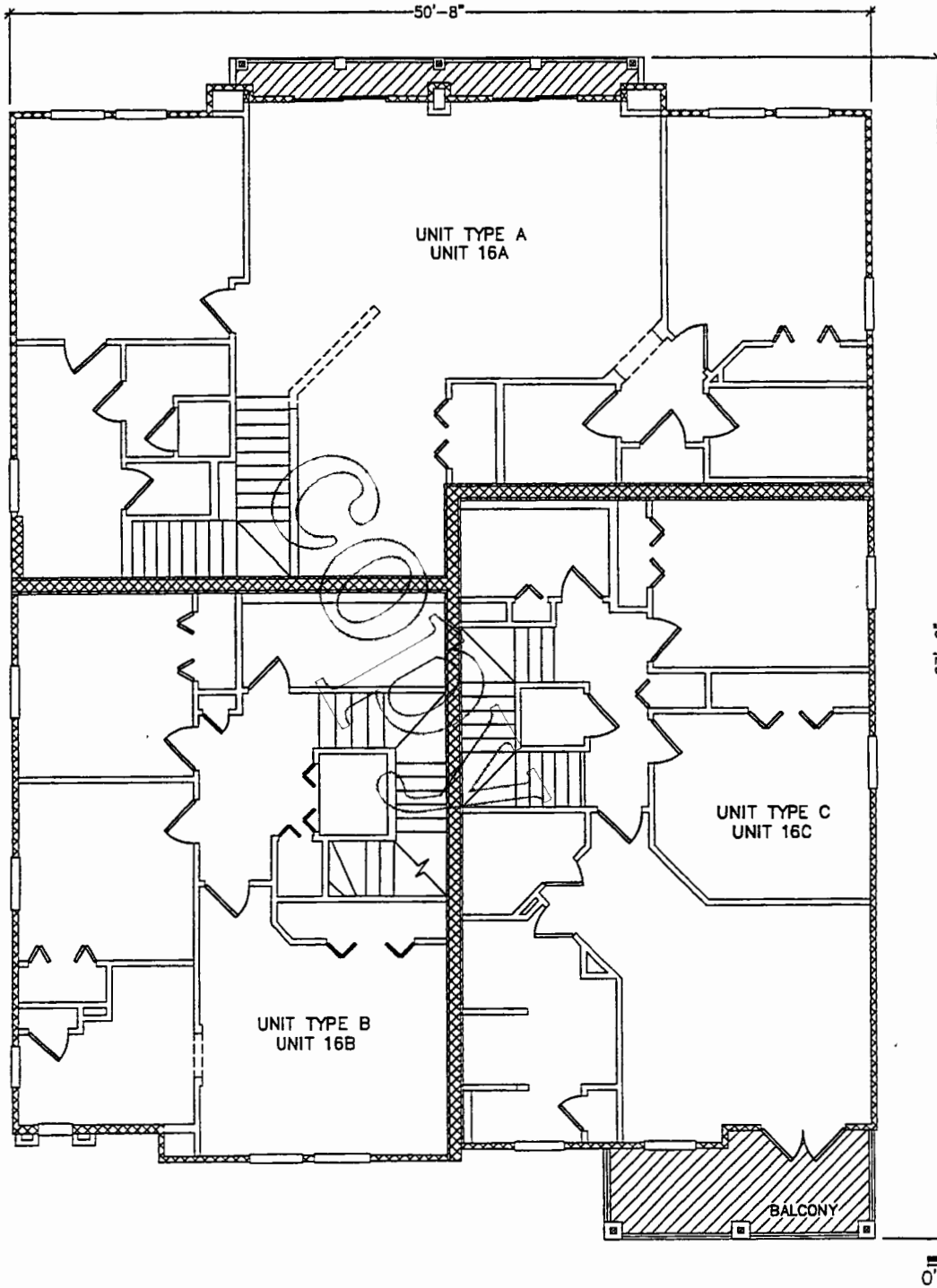
- = LIMIT COMMON ELEMENT
- = COMMON ELEMENT

CB 8 of 152

**ASMA**  
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 16 - SECOND FLOOR



CL 2006053575

DR 3074/2778

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

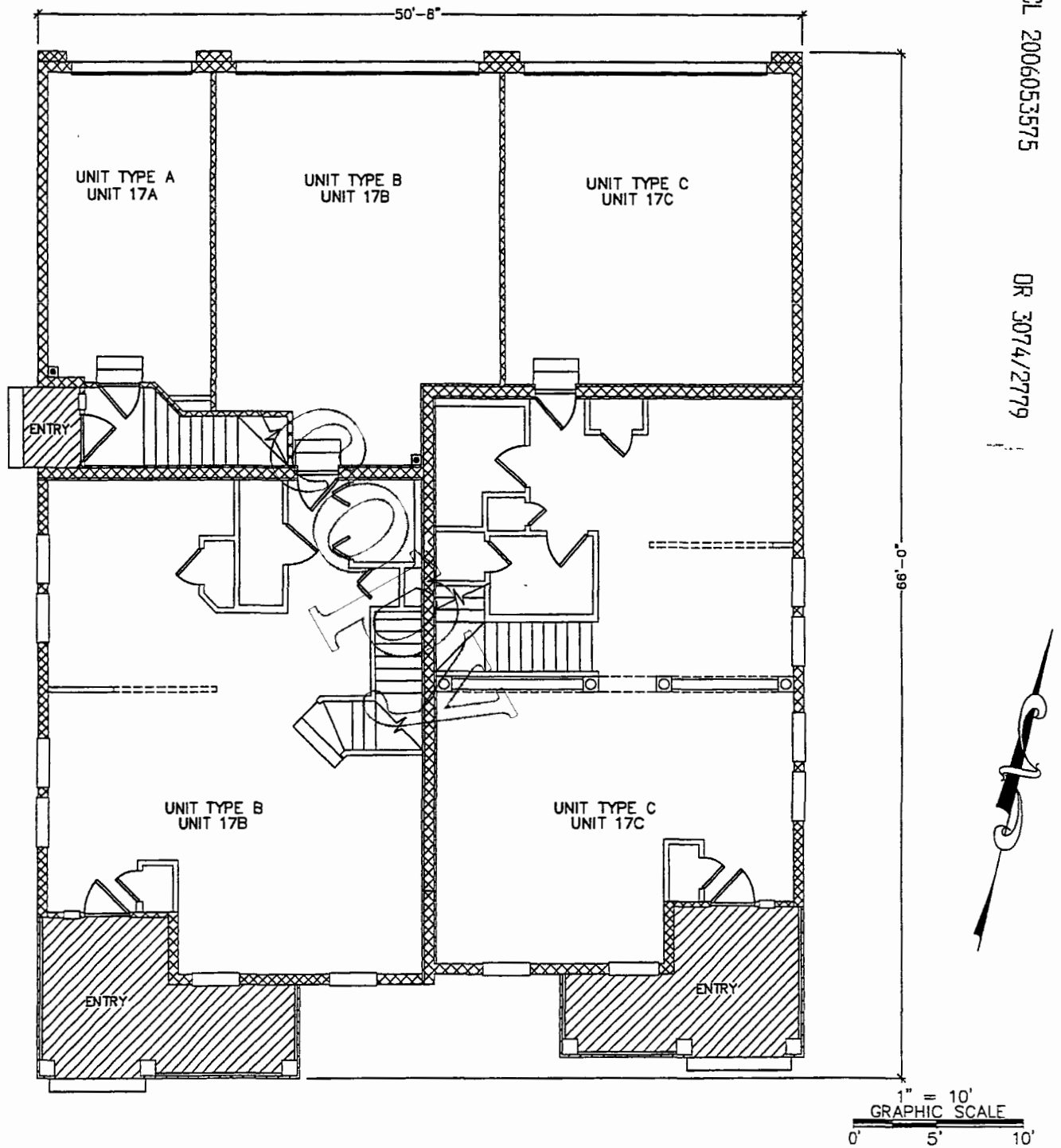
*CB 8 pg 152*



**ASMA**  
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 17 - FIRST FLOOR




CL 2006053575

DR 3074/2779

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB8 pg 152



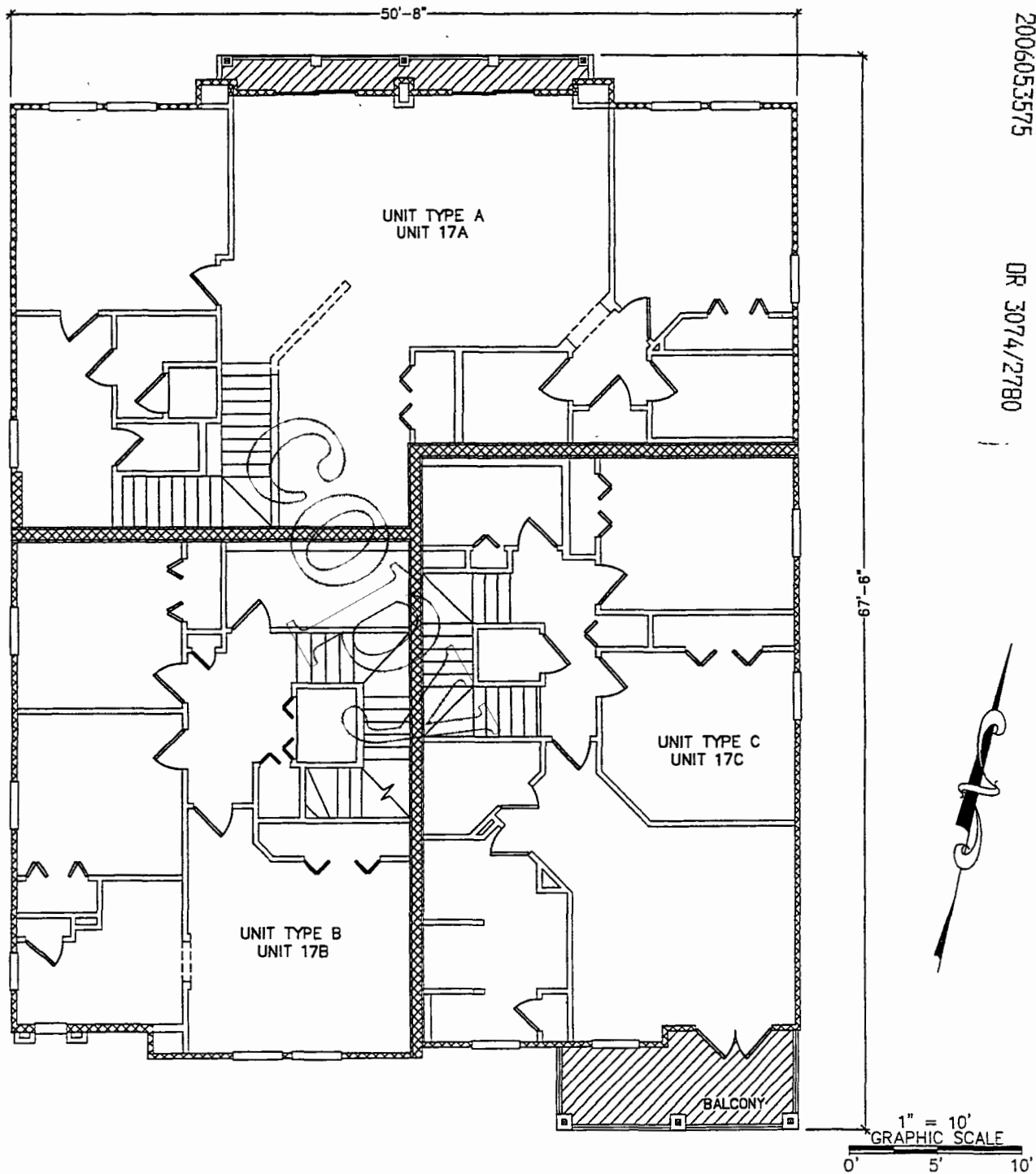
**ASAM**

AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 17 - SECOND FLOOR



CL 2006053575

DR 3074/2780

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB8 pg 152

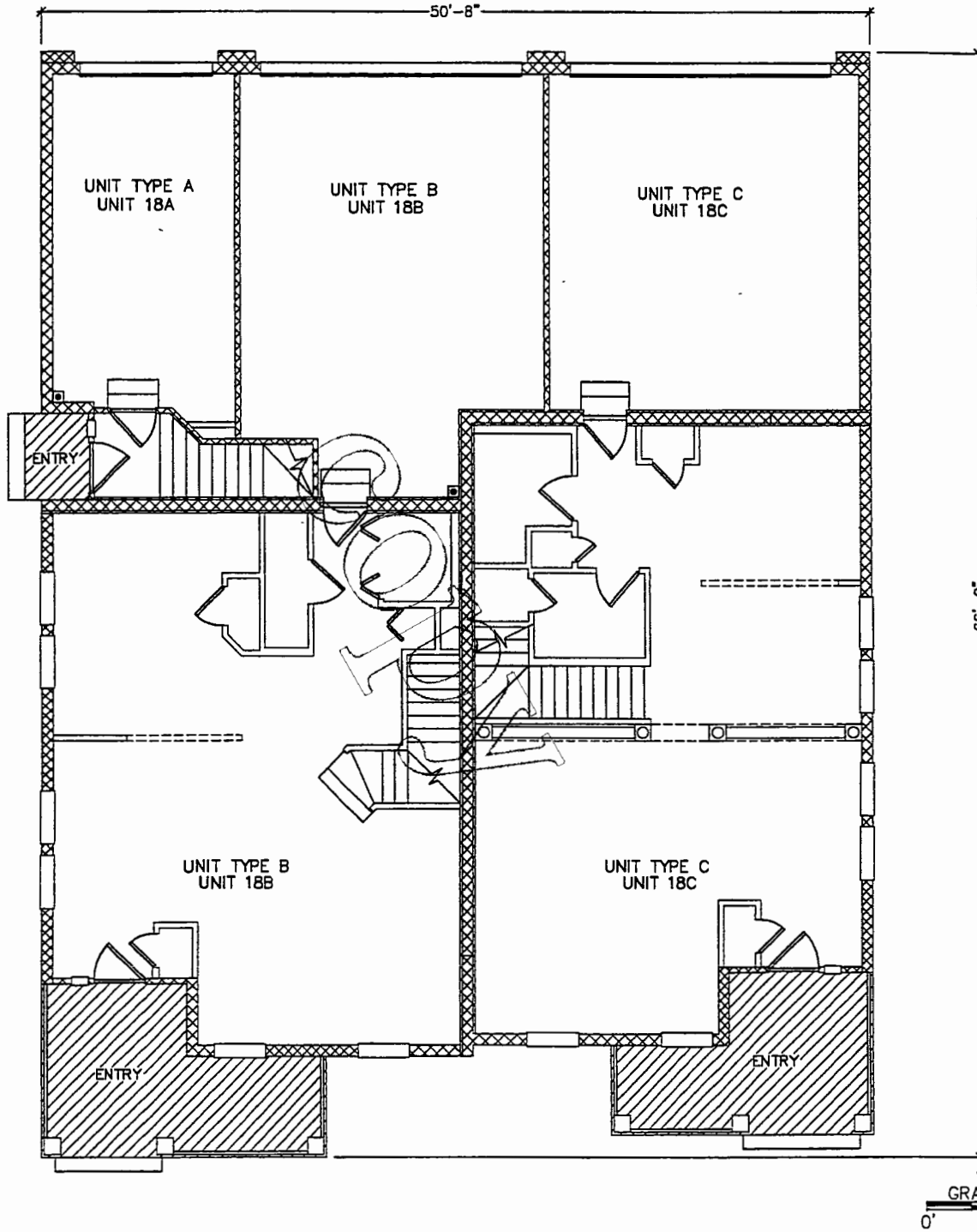


**ASMA**  
INC.

AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 18 - FIRST FLOOR





CL 2006053575

DR 3074/2781



### LEGEND AND ABBREVIATIONS

*CB 8 pg 152*

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

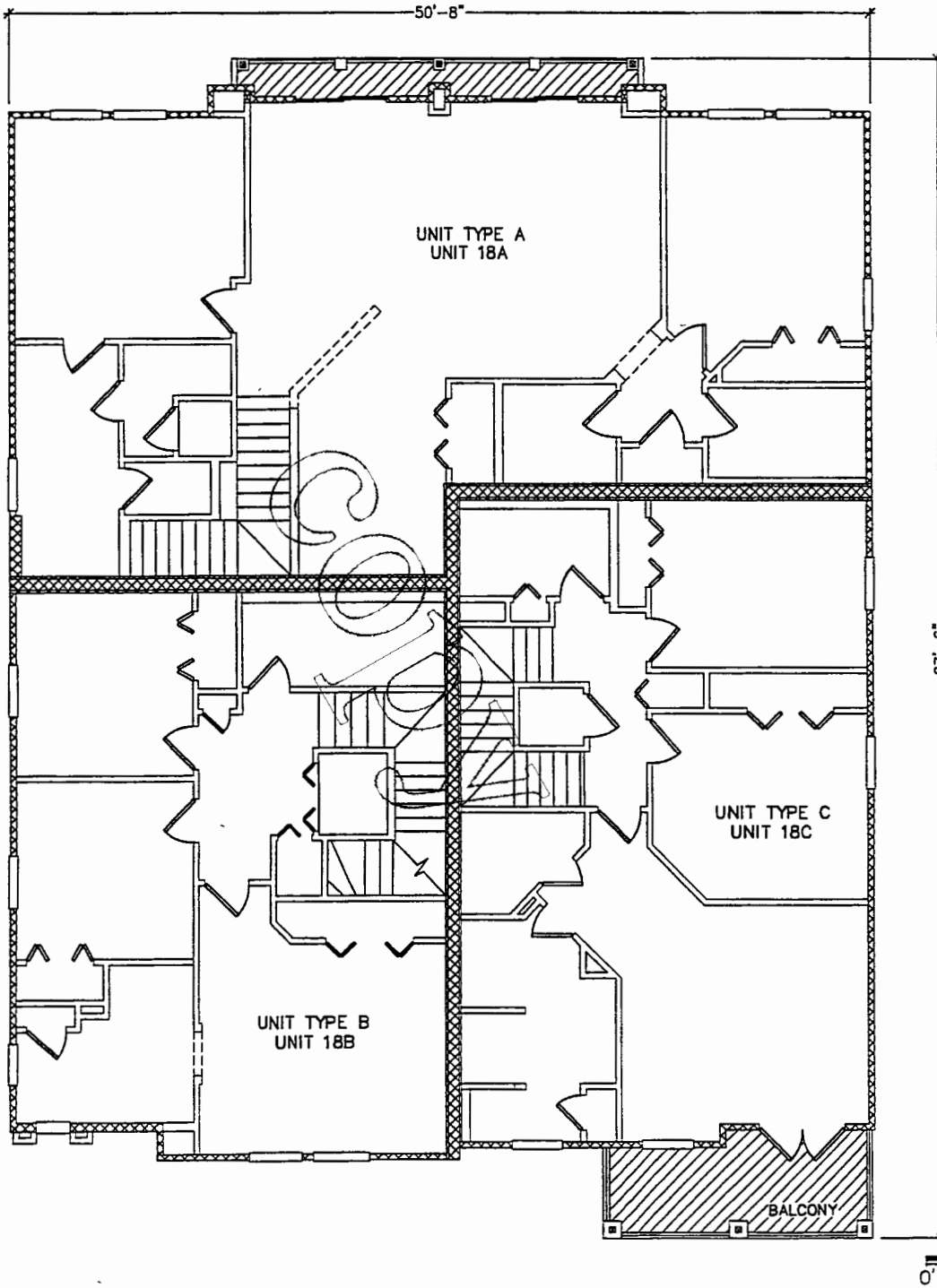


AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 18 - SECOND FLOOR



CL 2006053575

DR 3074/2782

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 152

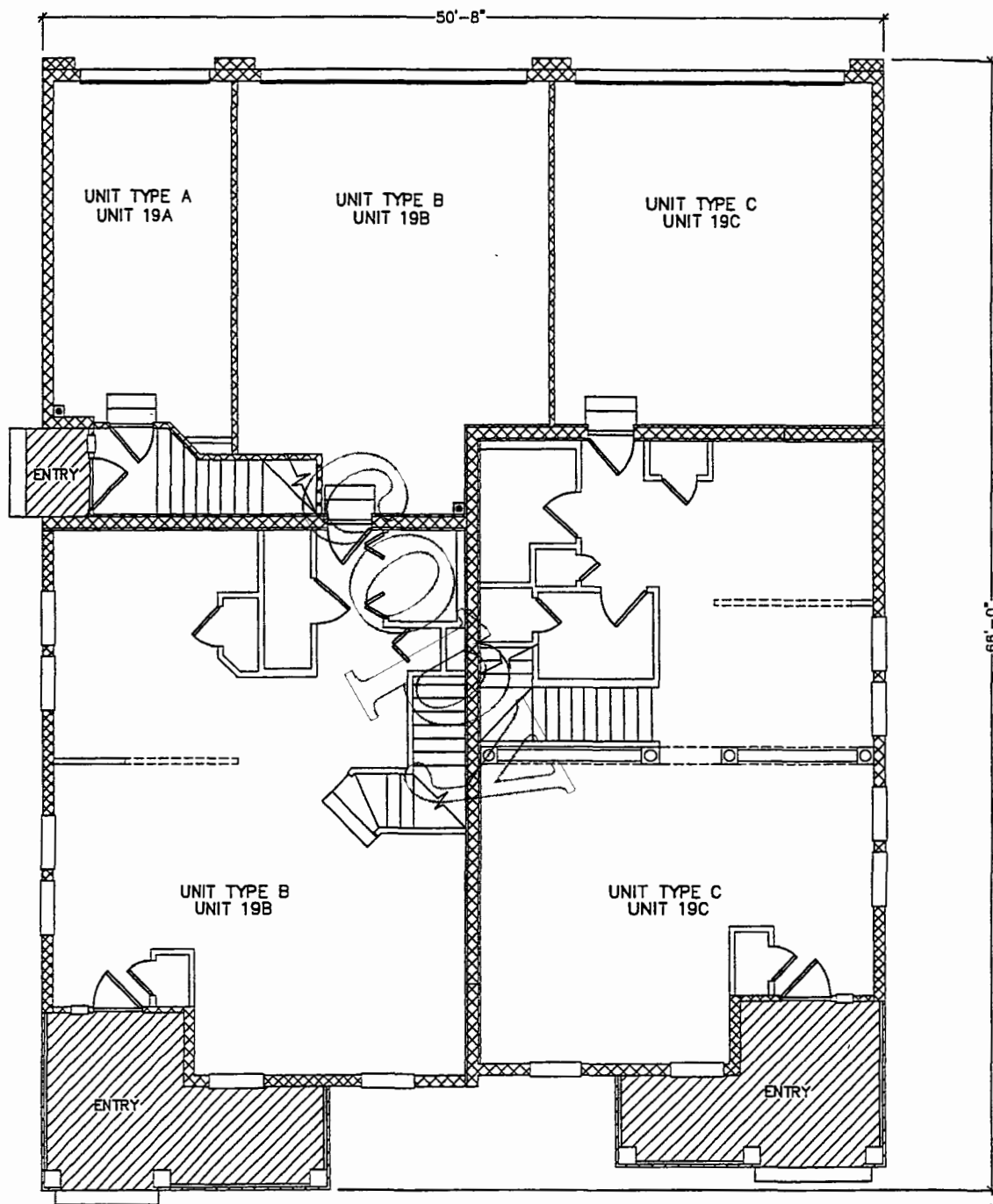


AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

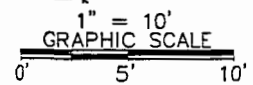
# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 19 - FIRST FLOOR



CL 2006053575

DR 3074/2783



### LEGEND AND ABBREVIATIONS

- = LIMIT COMMON ELEMENT
- = COMMON ELEMENT

CB 8 pg 153

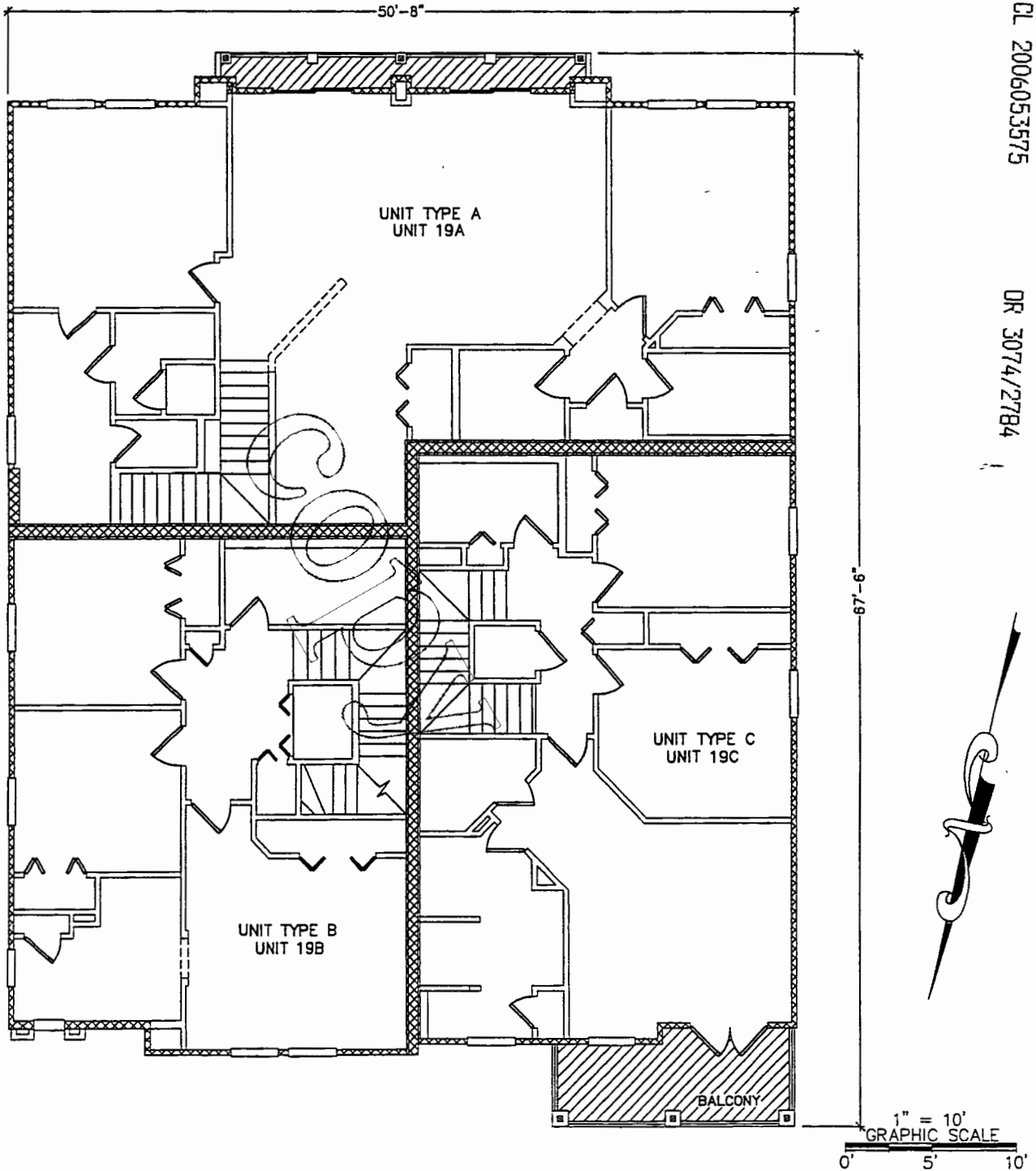
**ASMA**

AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 19 - SECOND FLOOR



CL 2006053575

DR 3074/2784

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 153



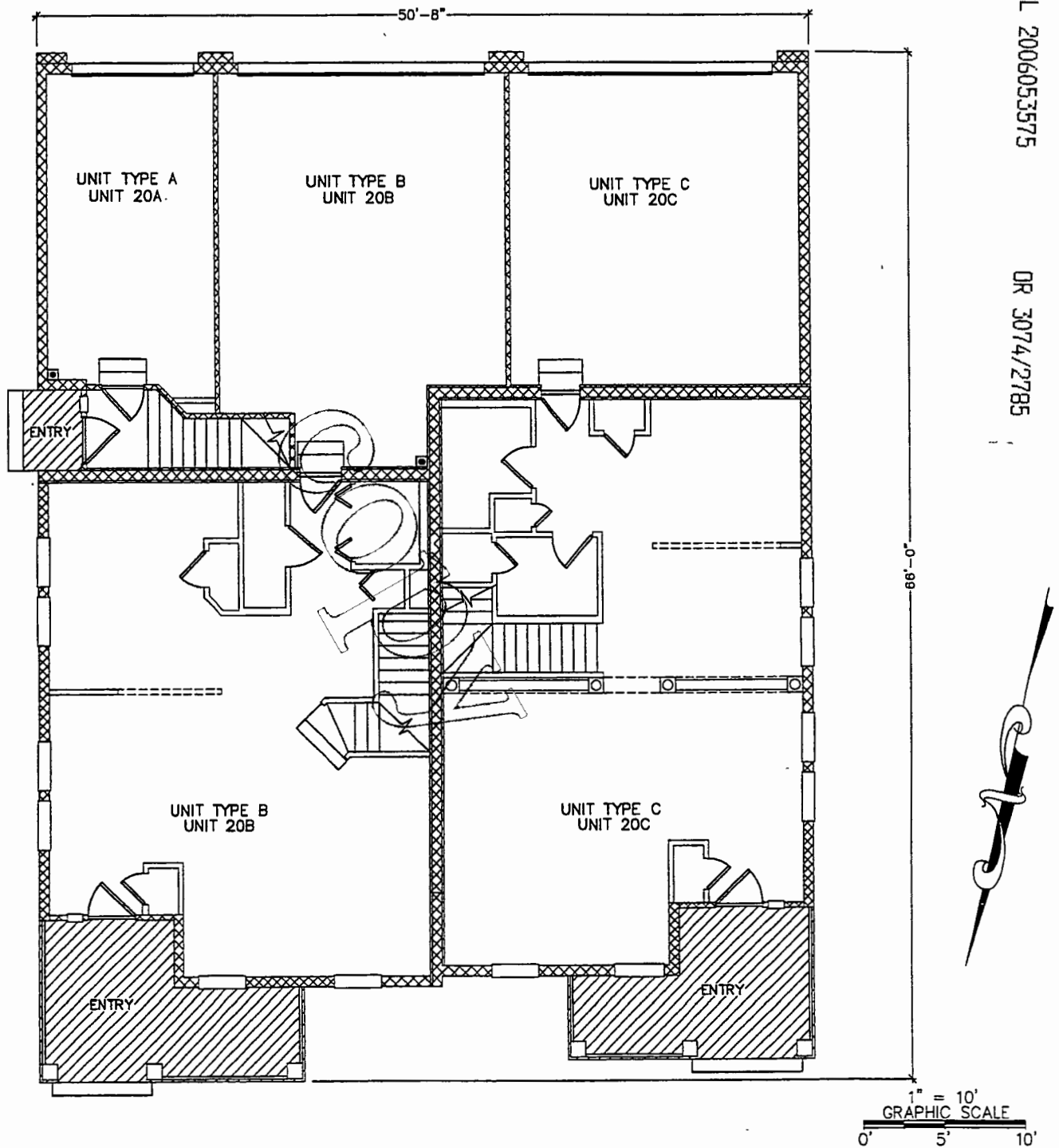
AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979



# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 20 - FIRST FLOOR



CL 2006053575

DR 3074/2785

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 153

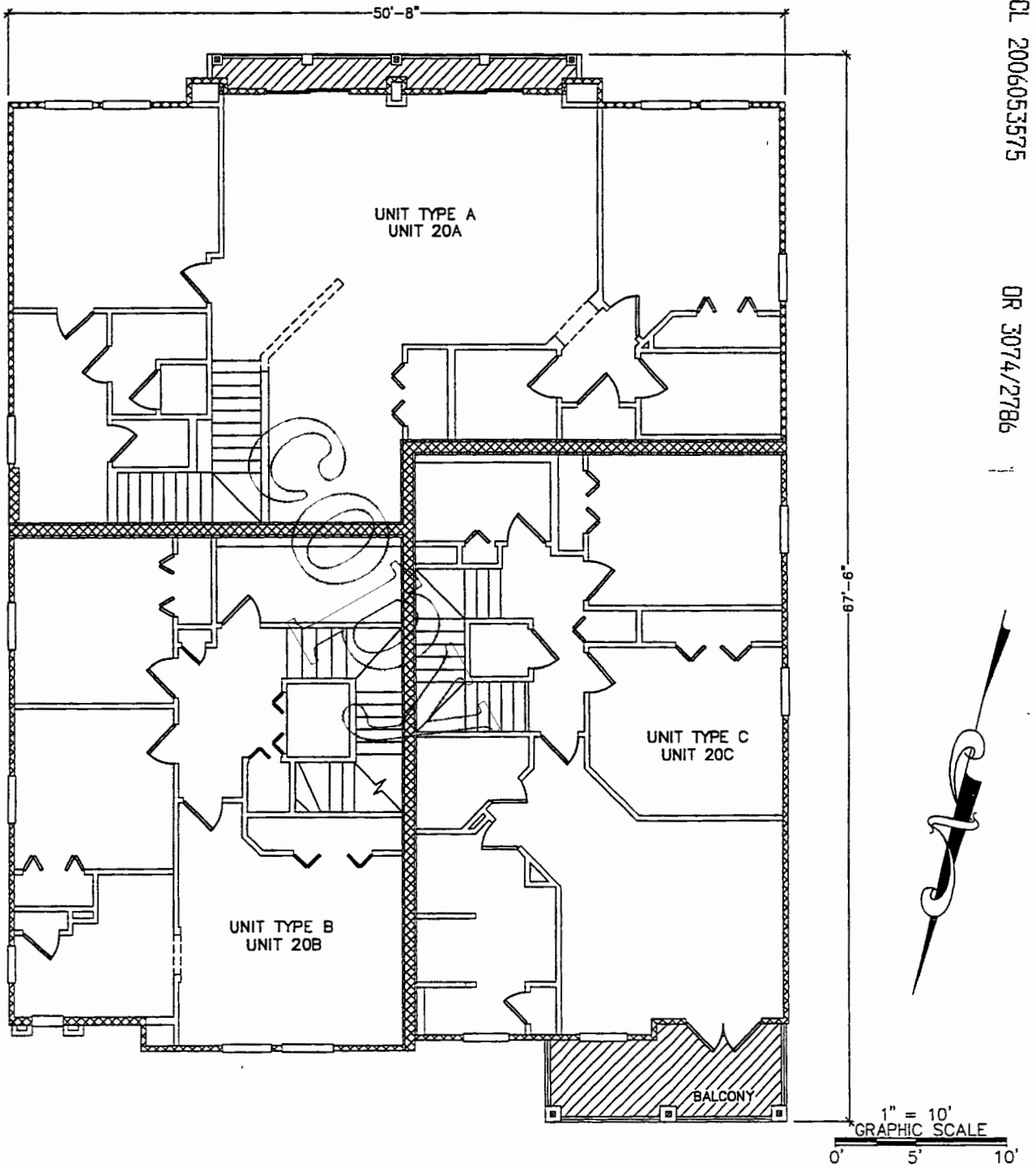


AMERICAN SURVEYING & MAPPING



1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 425-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 20 - SECOND FLOOR



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 153



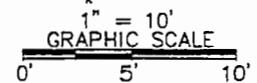
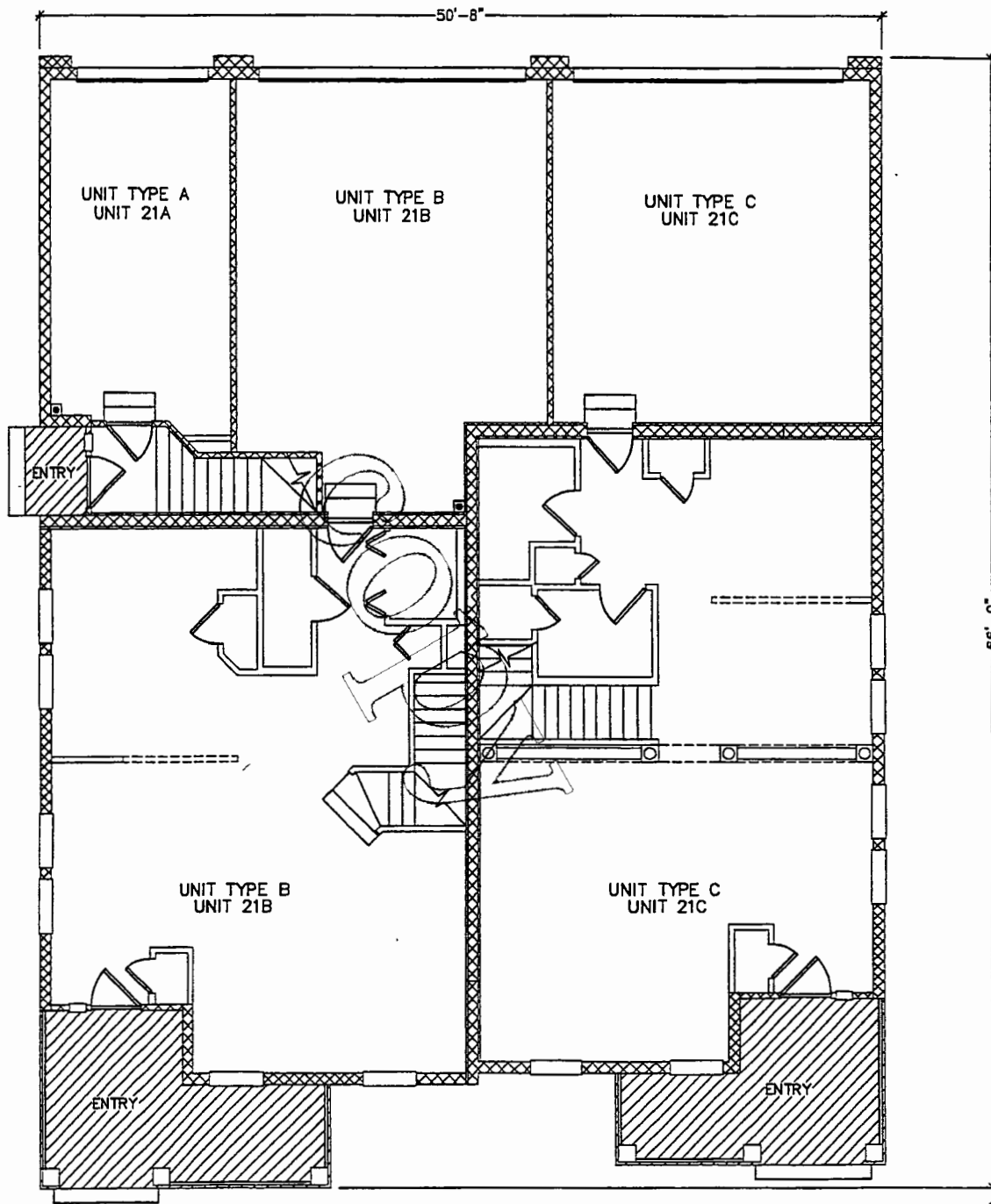
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 21 - FIRST FLOOR

CL 2006053575

DR 3074/2787



### LEGEND AND ABBREVIATIONS

- = LIMIT COMMON ELEMENT
- = COMMON ELEMENT

CB 8 pg 153

**ASAM**  
INC.

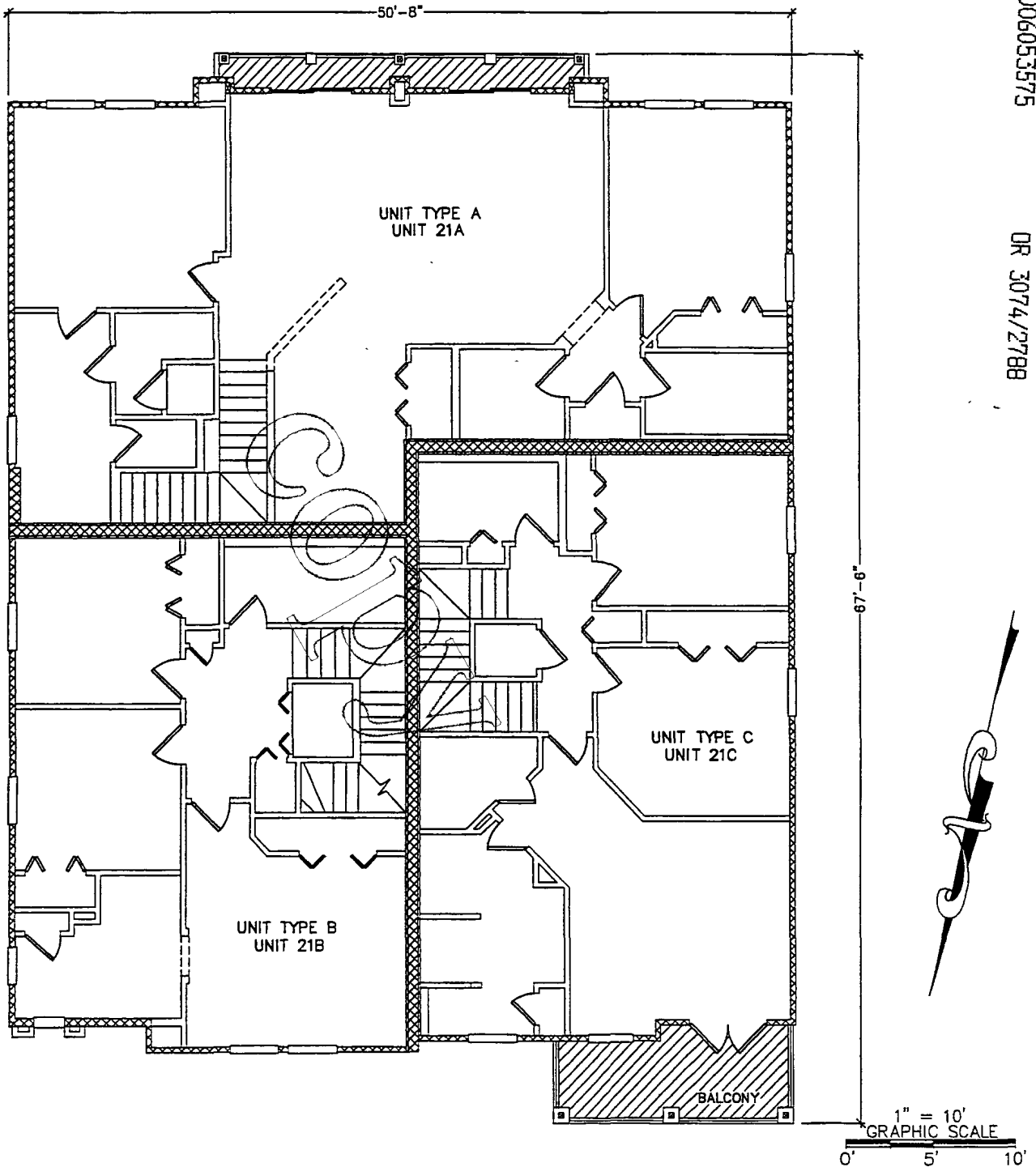
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 21 - SECOND FLOOR

CL 2006053575

OR 3074/2788



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB8 pg 153



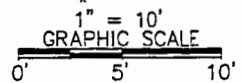
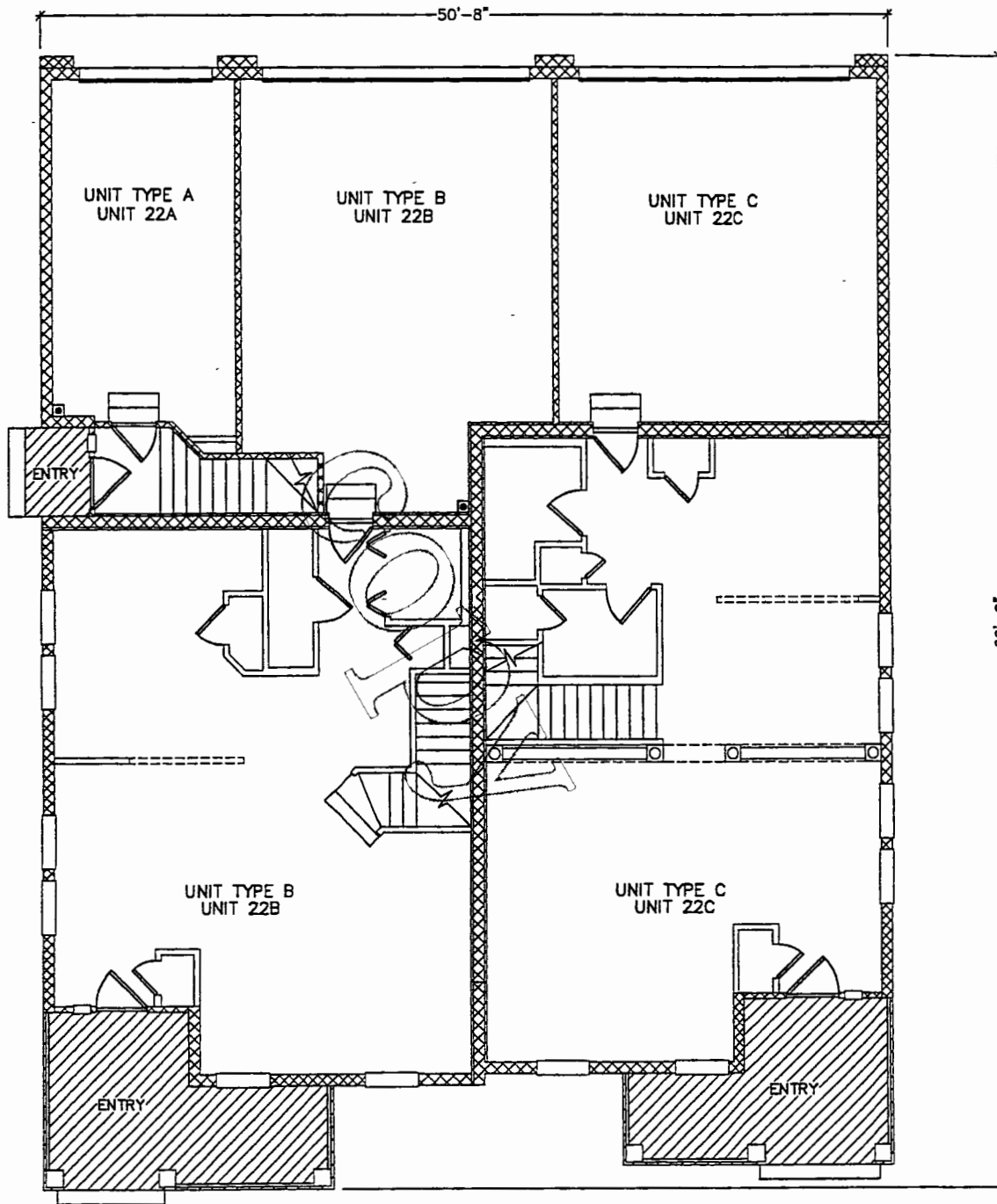
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 22 - FIRST FLOOR

CL 2006053575

DR 3074/2789



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 154



AMERICAN SURVEYING & MAPPING

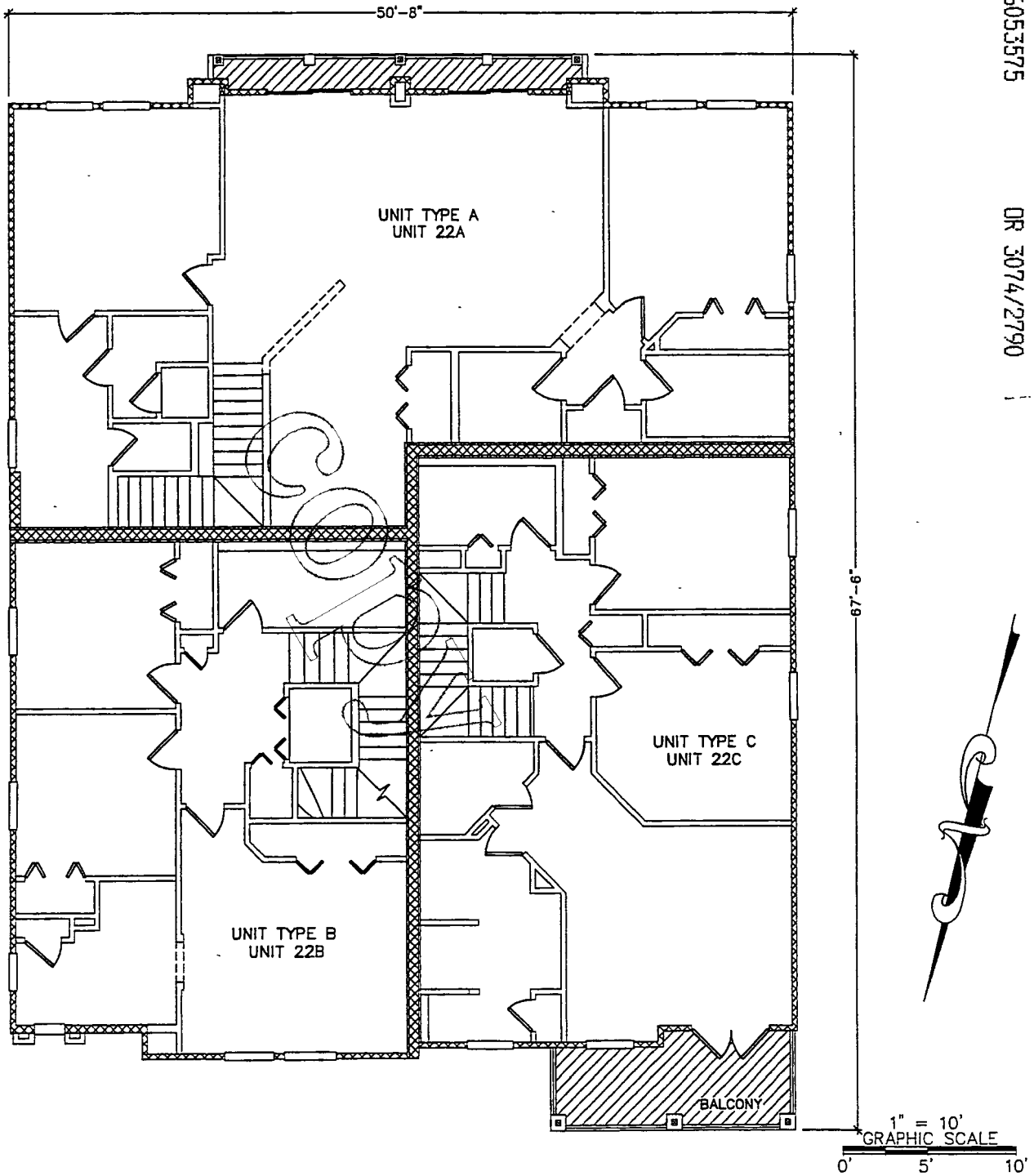
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 22 - SECOND FLOOR

CL 2006053575

DR 3074/2790



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 154



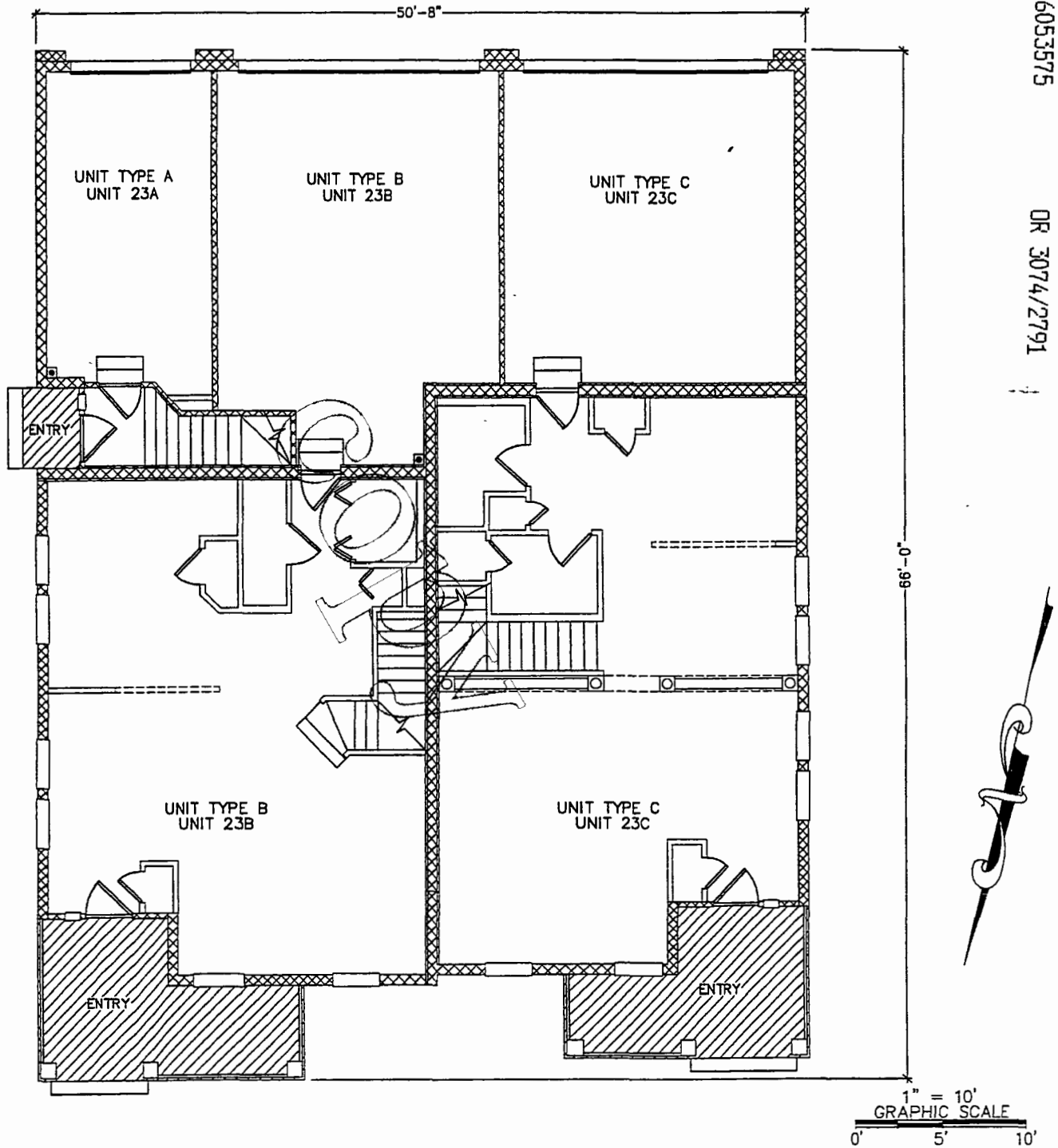
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 23 - FIRST FLOOR

CL 2006053575

DR 3074/2791



### LEGEND AND ABBREVIATIONS

- = LIMIT COMMON ELEMENT
- = COMMON ELEMENT

CB 8 pg 154

# ASAM

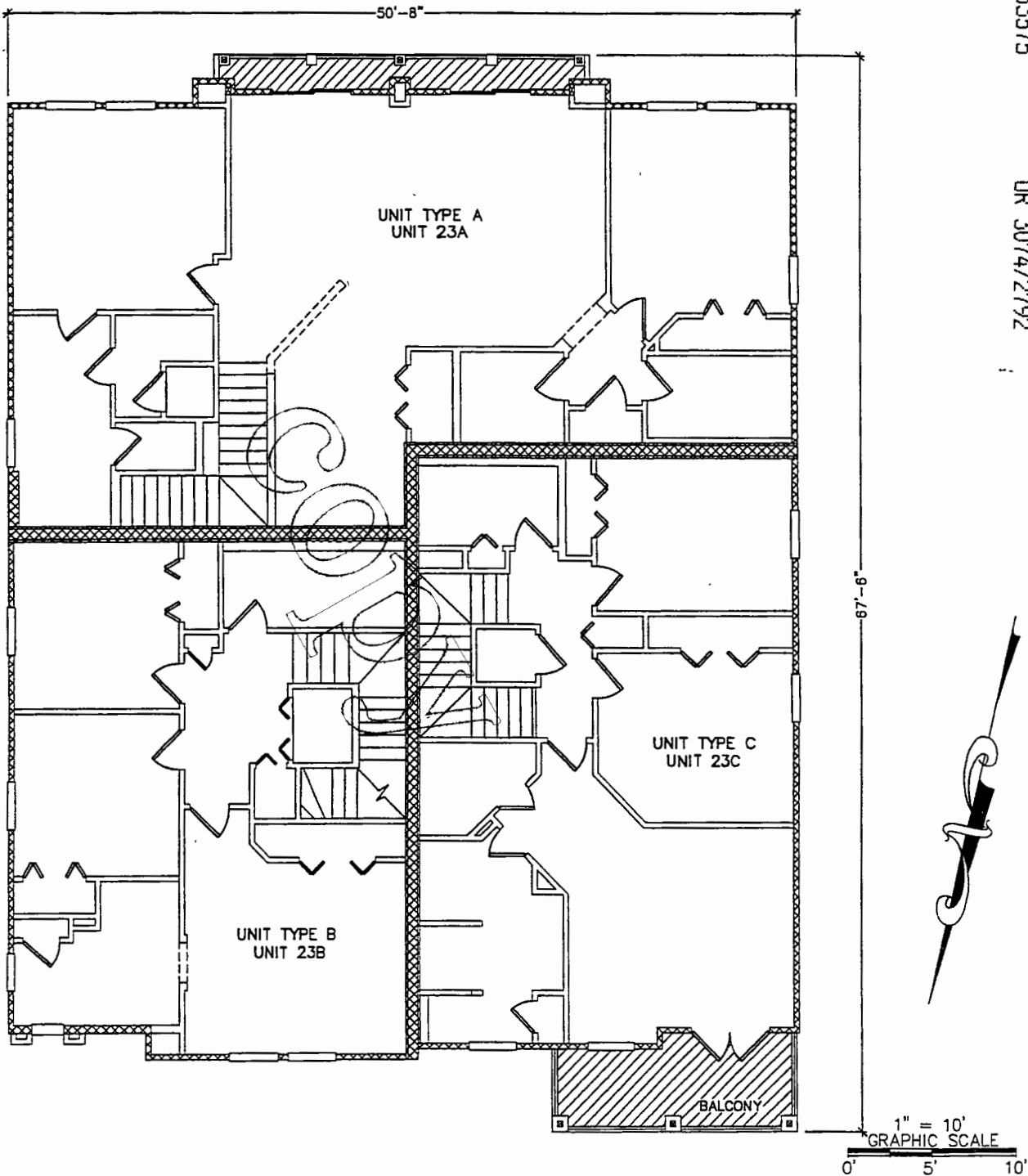
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 23 - SECOND FLOOR

CL 2006053575


DR 3074/2792



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB8 pg 154



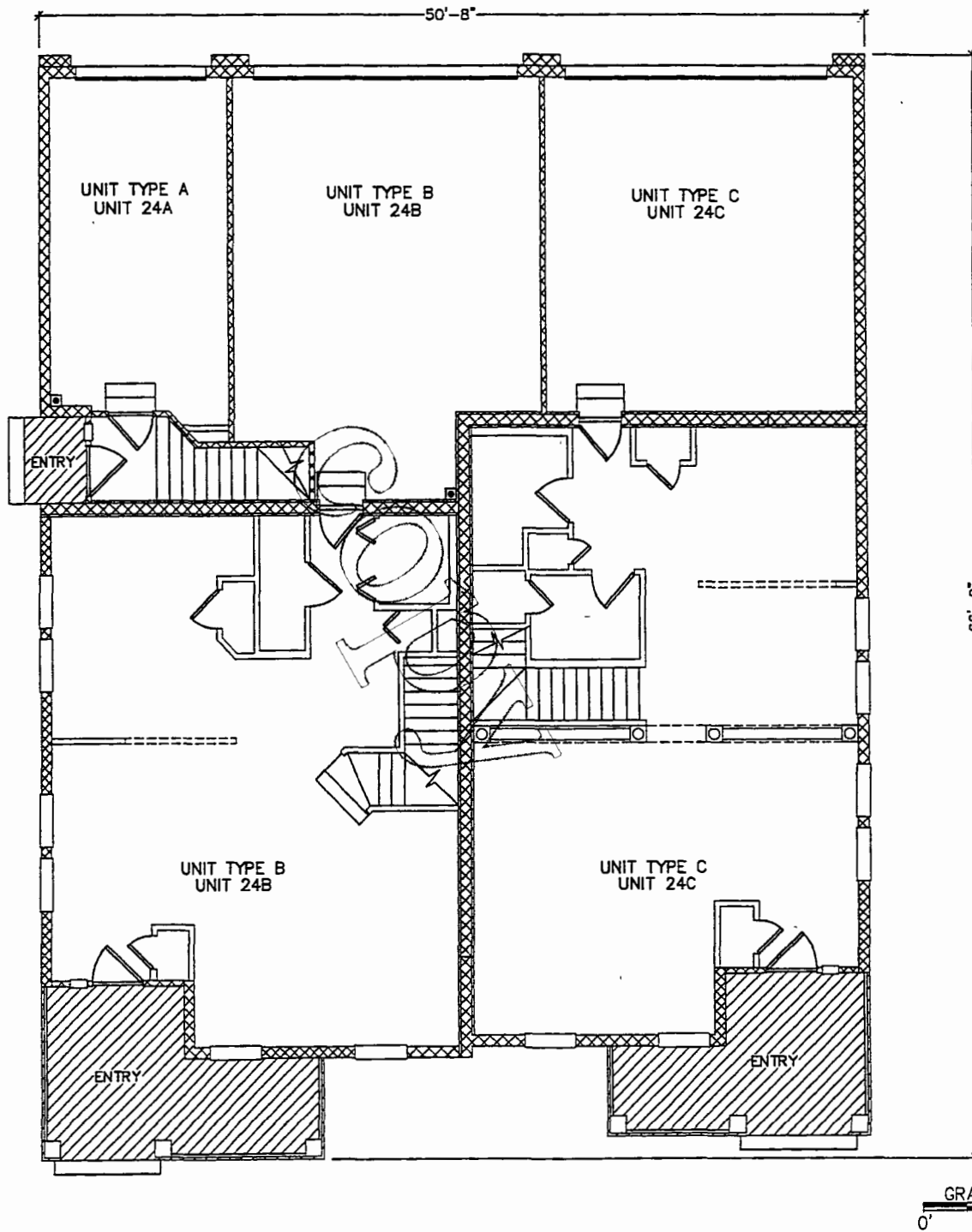
**ASAM**

AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979



# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 24 - FIRST FLOOR





CL 2006053575

DR 3074/2793



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 154



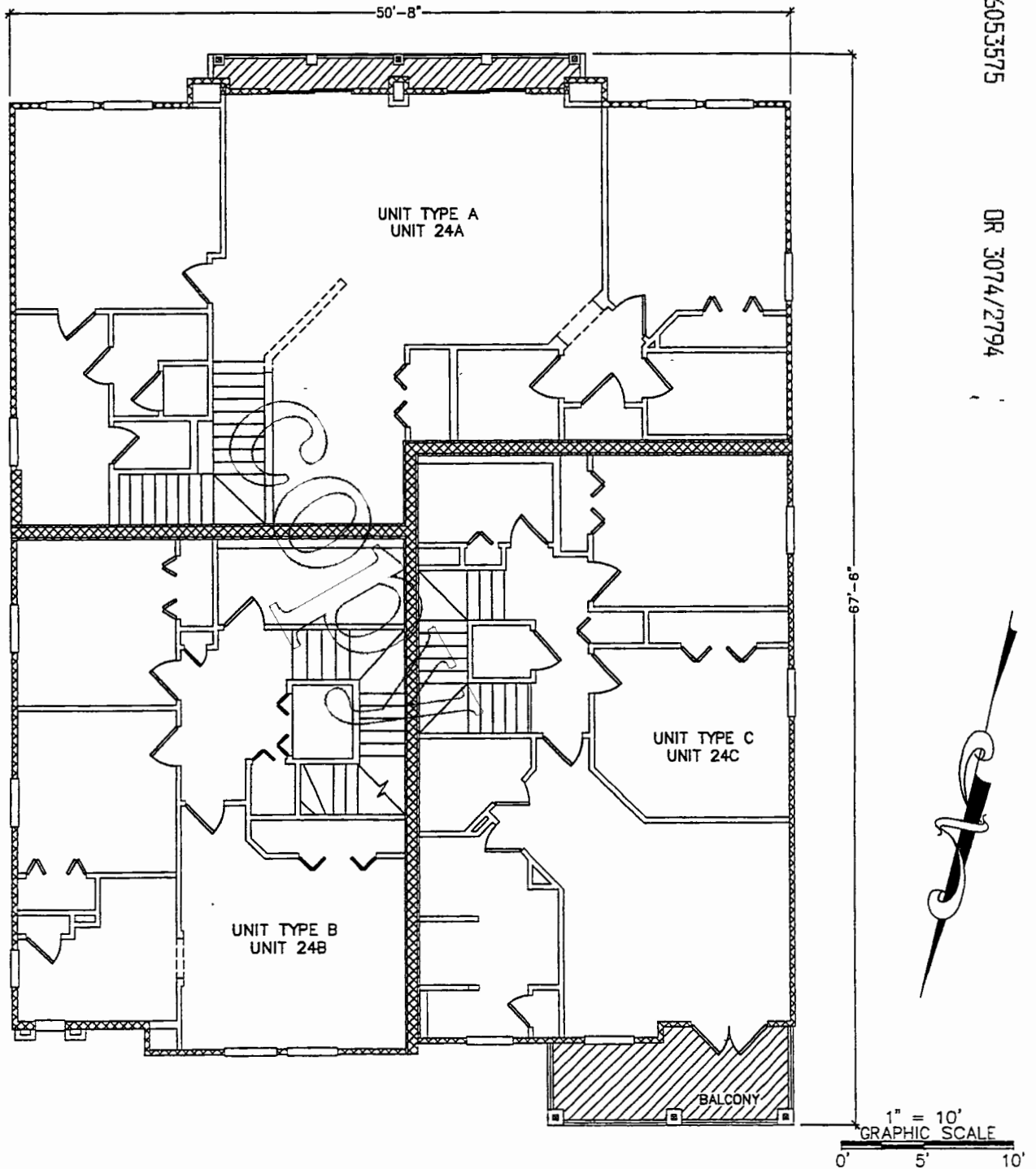
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 24 - SECOND FLOOR

CL 2006053575


DR 3074/2794



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

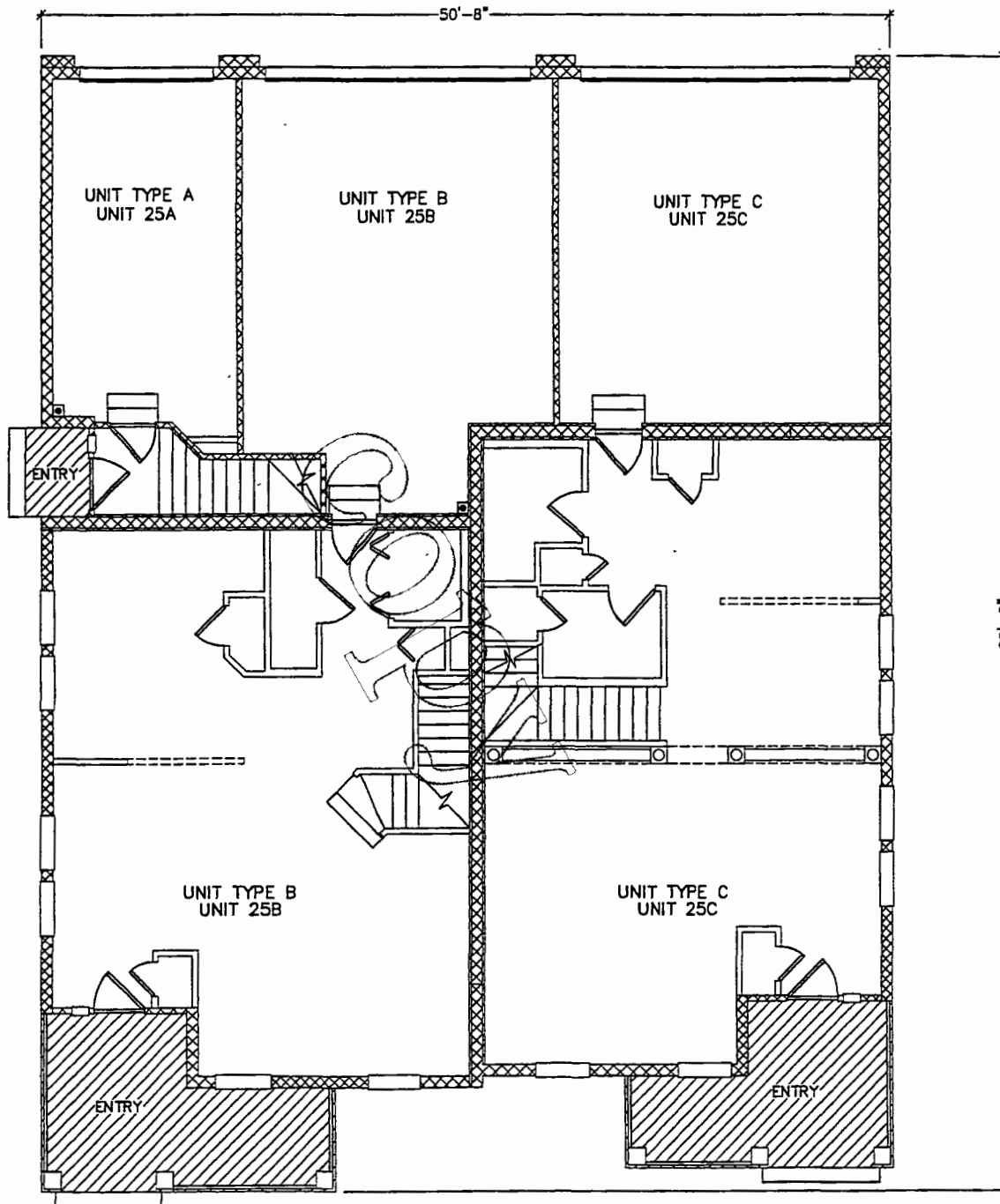
CB8 pg 154



**ASAM**  
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

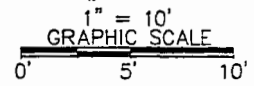
## BUILDING 25 - FIRST FLOOR



CL 2006053575

DR 3074/2795

100'-0"



### LEGEND AND ABBREVIATIONS

- = LIMIT COMMON ELEMENT
- = COMMON ELEMENT

*CB 8 pg 155*

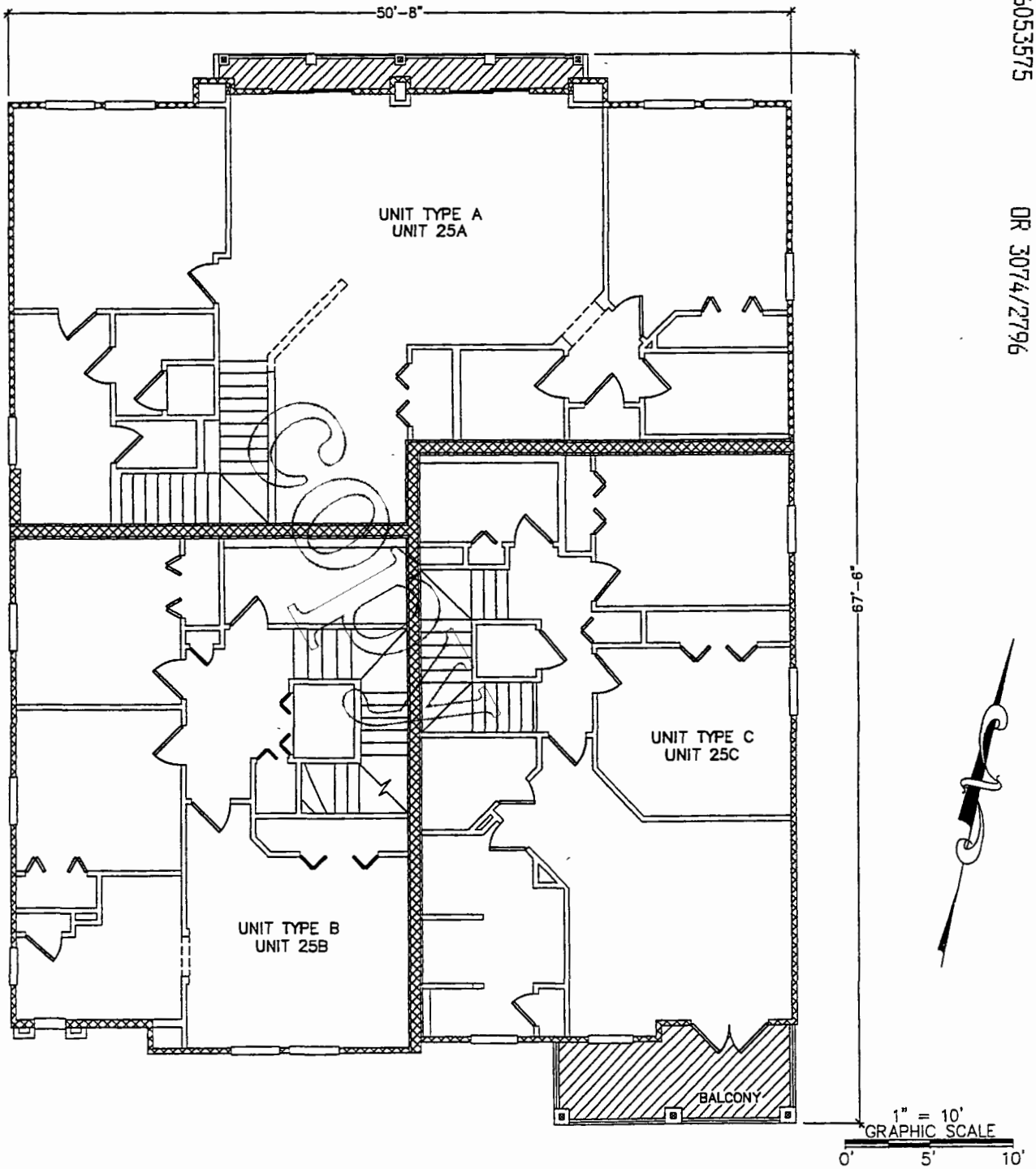
**ASAM**  
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 25 - SECOND FLOOR

CL 2006053575

DR 3074/2796



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB8 pg 155



AMERICAN SURVEYING & MAPPING

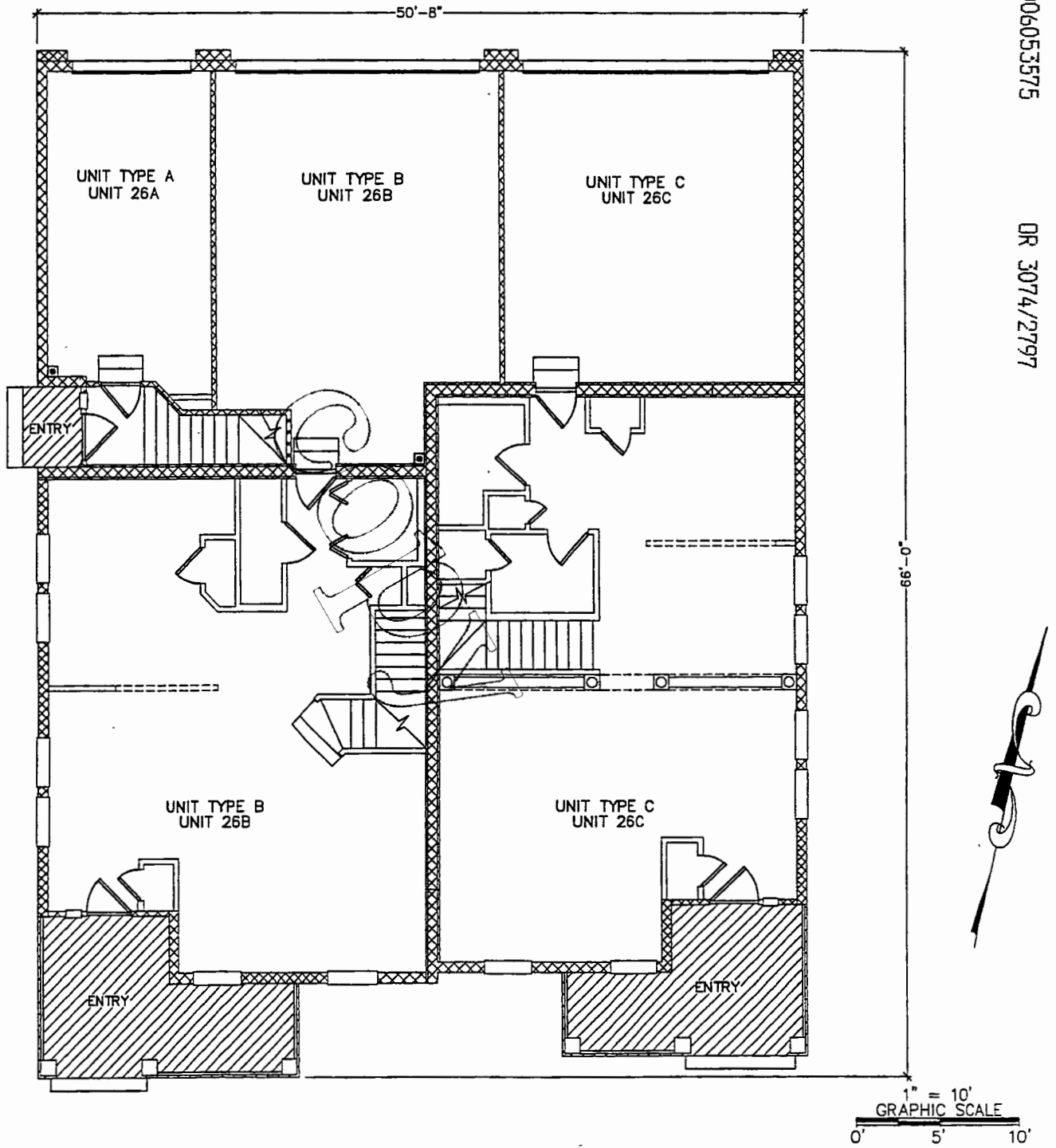
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7973

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 26 - FIRST FLOOR

CL 2006053575


DR 3074/2797



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 155



**ASMA**

AMERICAN SURVEYING & MAPPING

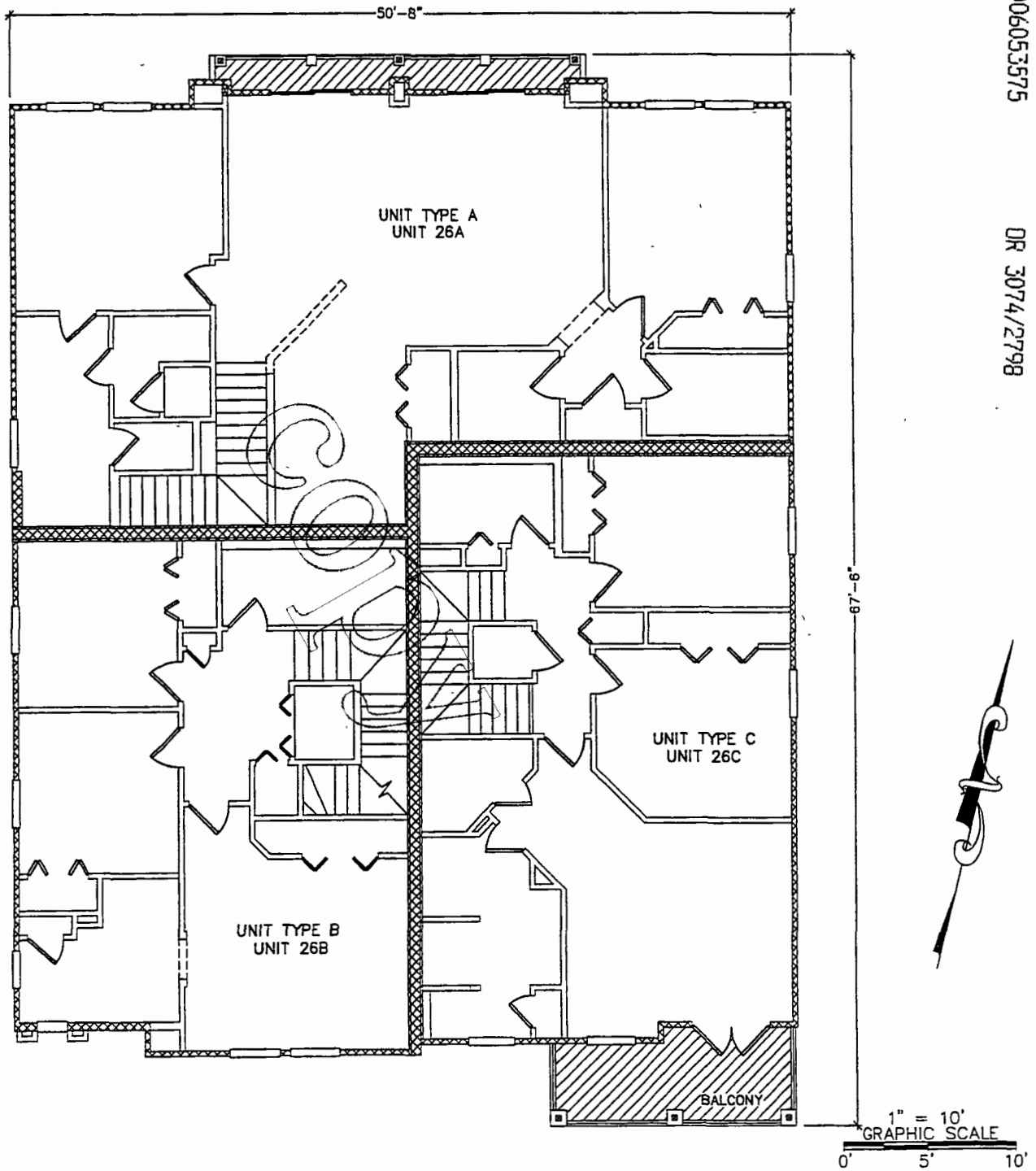
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 26 - SECOND FLOOR

DL 2006053575

DR 3074/2798



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

*CB8 of 155*



AMERICAN SURVEYING & MAPPING

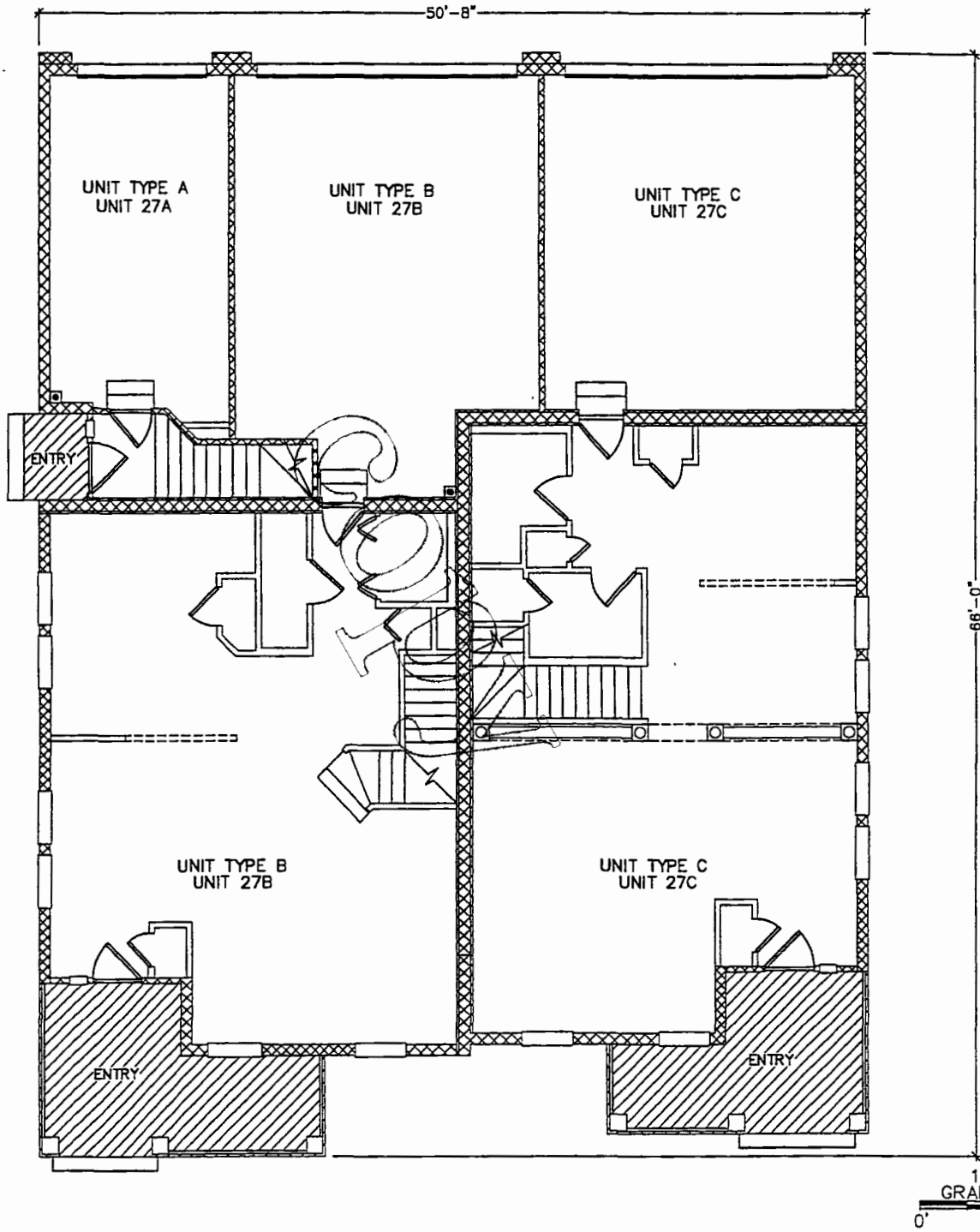
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 27 - FIRST FLOOR

CL 2006053575


OR 3074/2799



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

*C38 pg 155*



**ASAM**

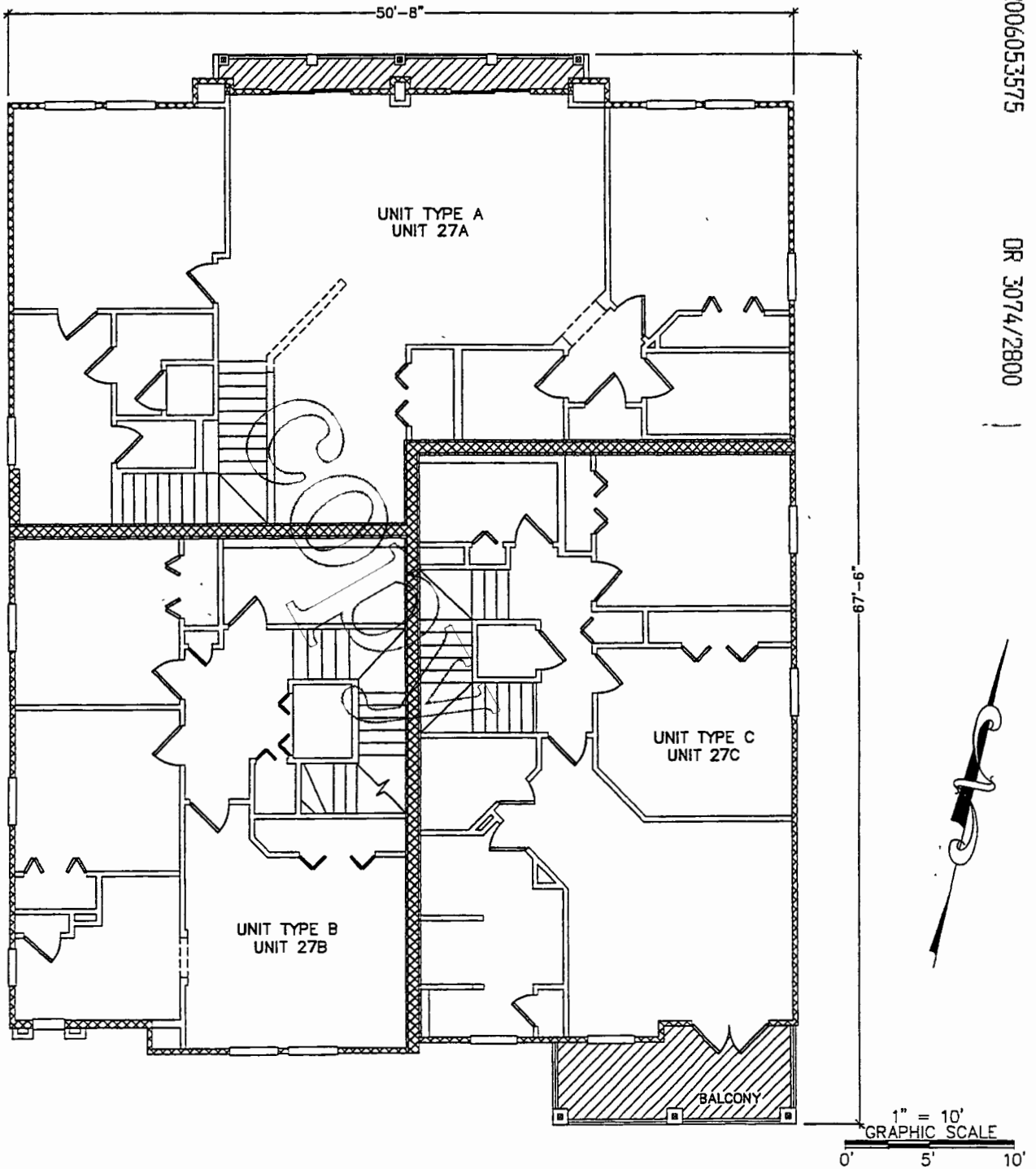
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE 8 WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 27 - SECOND FLOOR

CL 2006053575


DR 3074/2800



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB8 pg 155



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

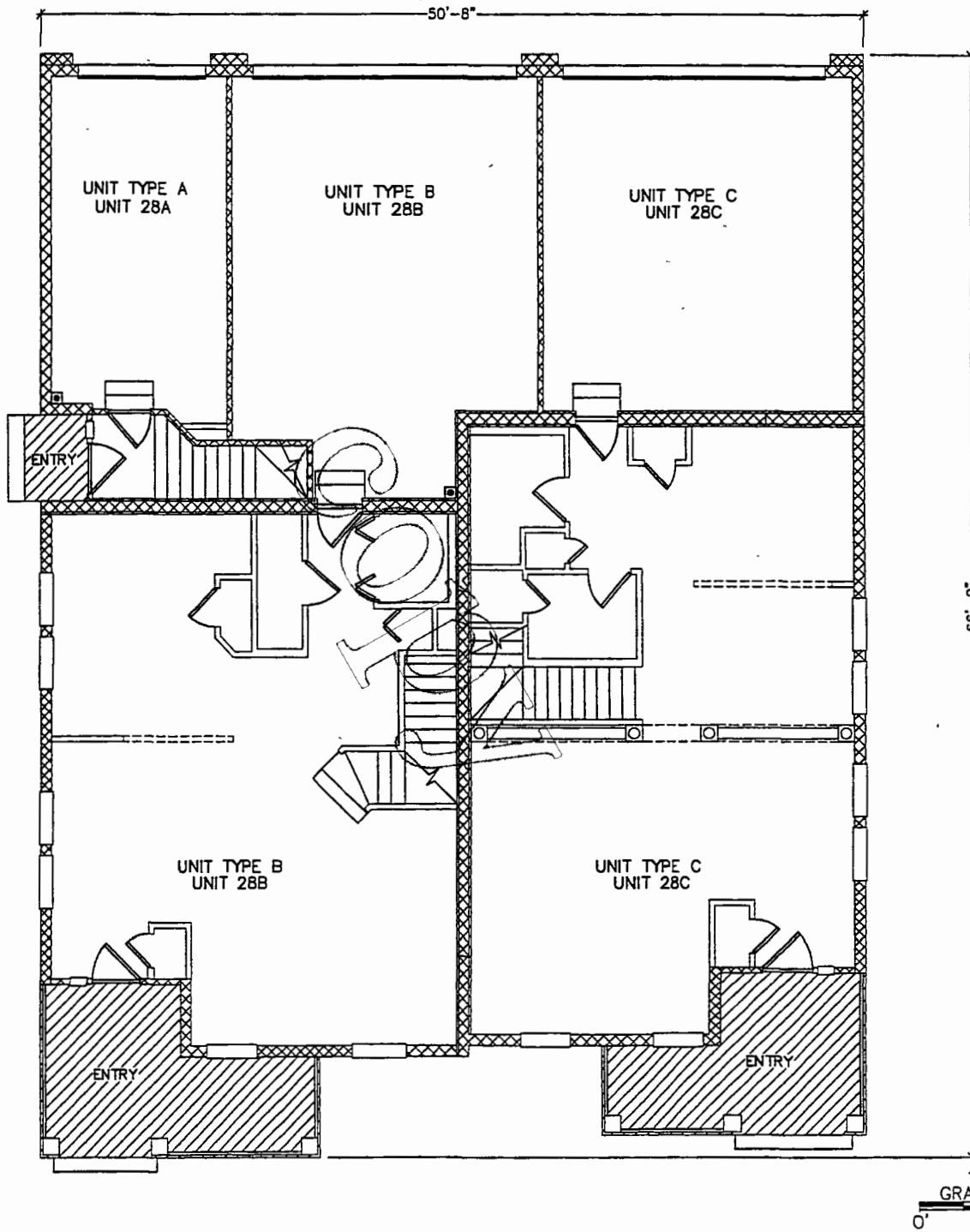


# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 28 - FIRST FLOOR

BL 2006053575

DR 3074/2801



### LEGEND AND ABBREVIATIONS

- = LIMIT COMMON ELEMENT
- = COMMON ELEMENT

CB8 pg 156



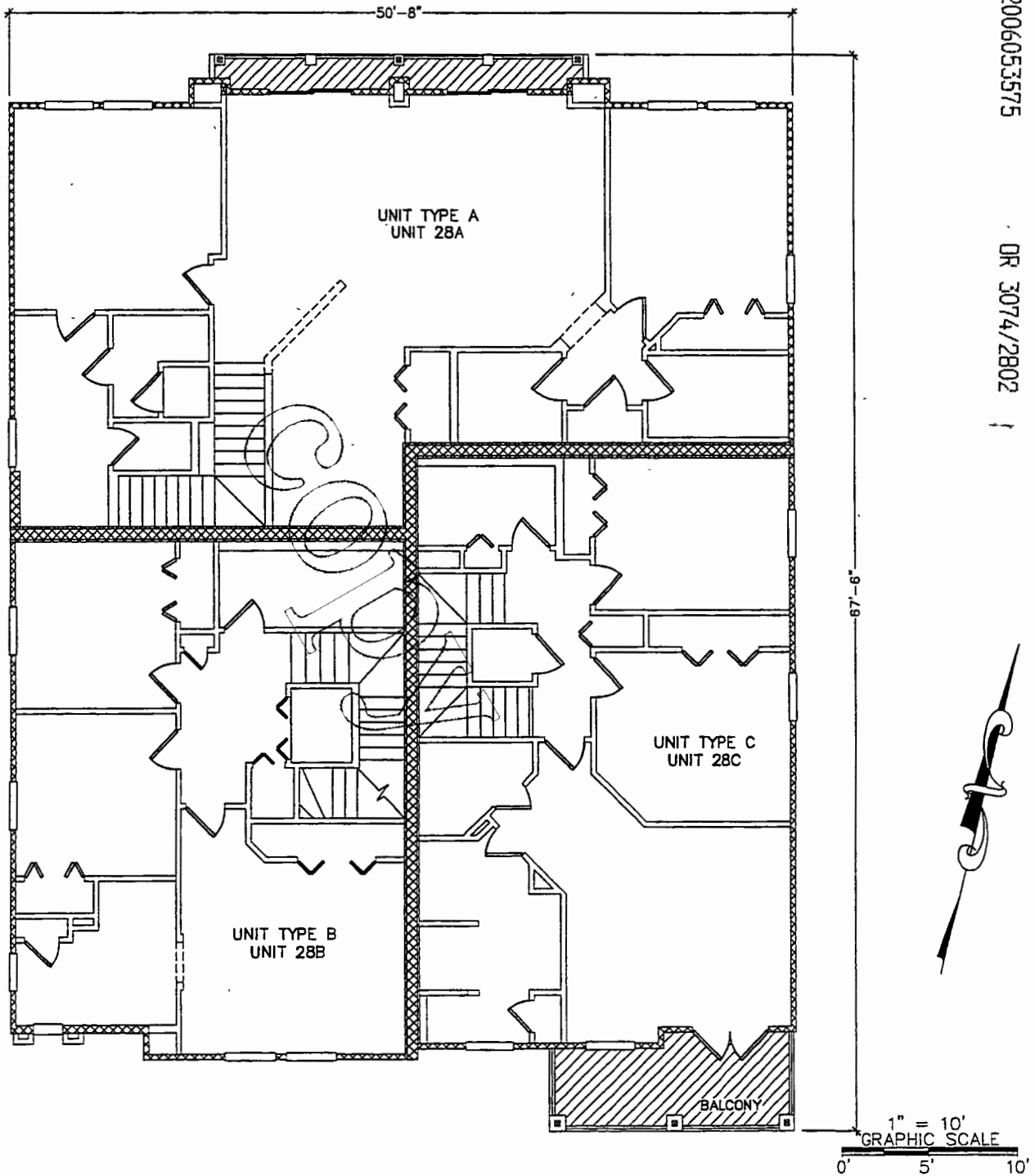
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7976

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 28 - SECOND FLOOR

CL 2006053575


DR 3074/2802



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

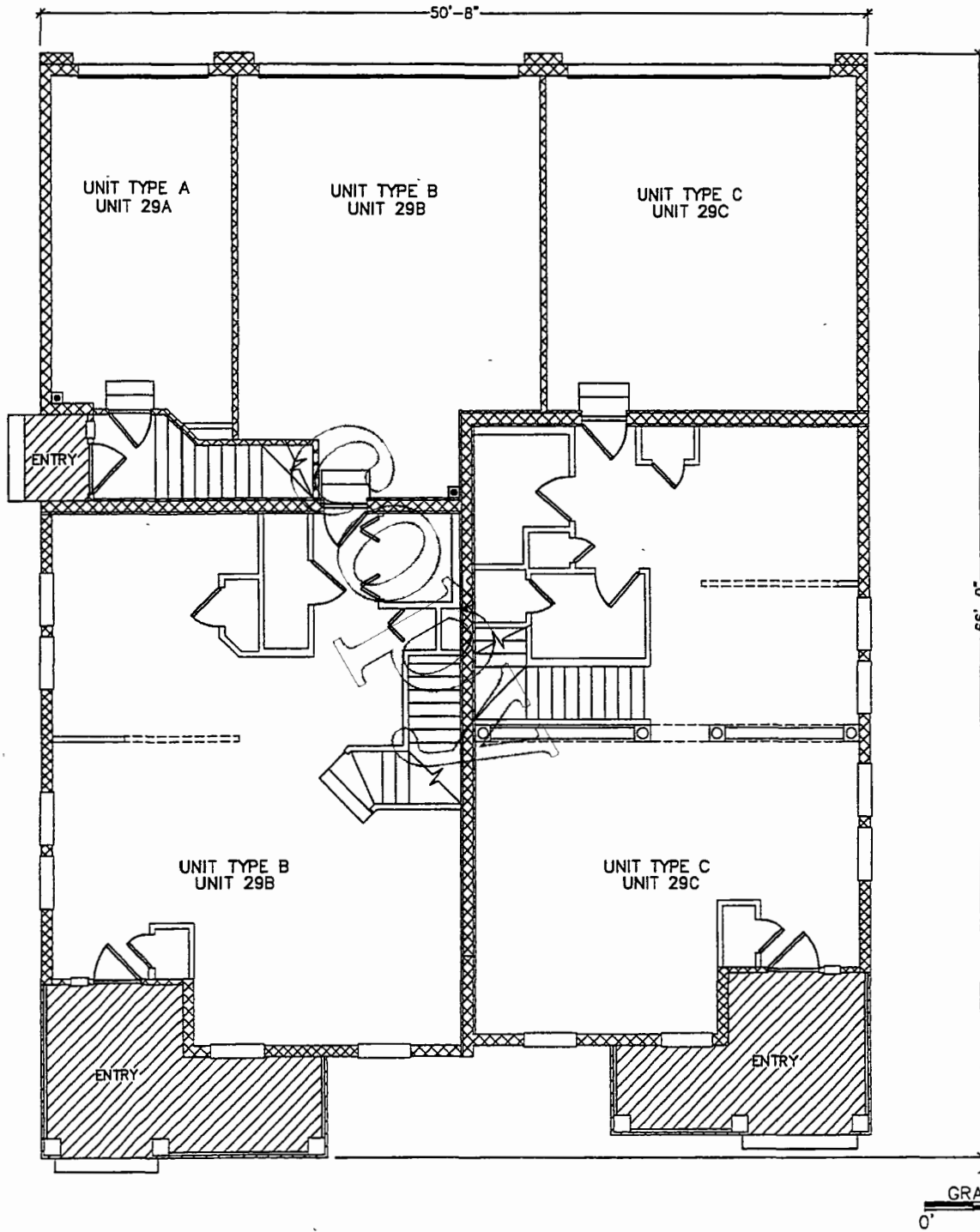
*CBS pg 156*



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 29 - FIRST FLOOR



CL 2006053575

DR 3074/2803



### LEGEND AND ABBREVIATIONS

- = LIMIT COMMON ELEMENT
- = COMMON ELEMENT

C38 pg 156

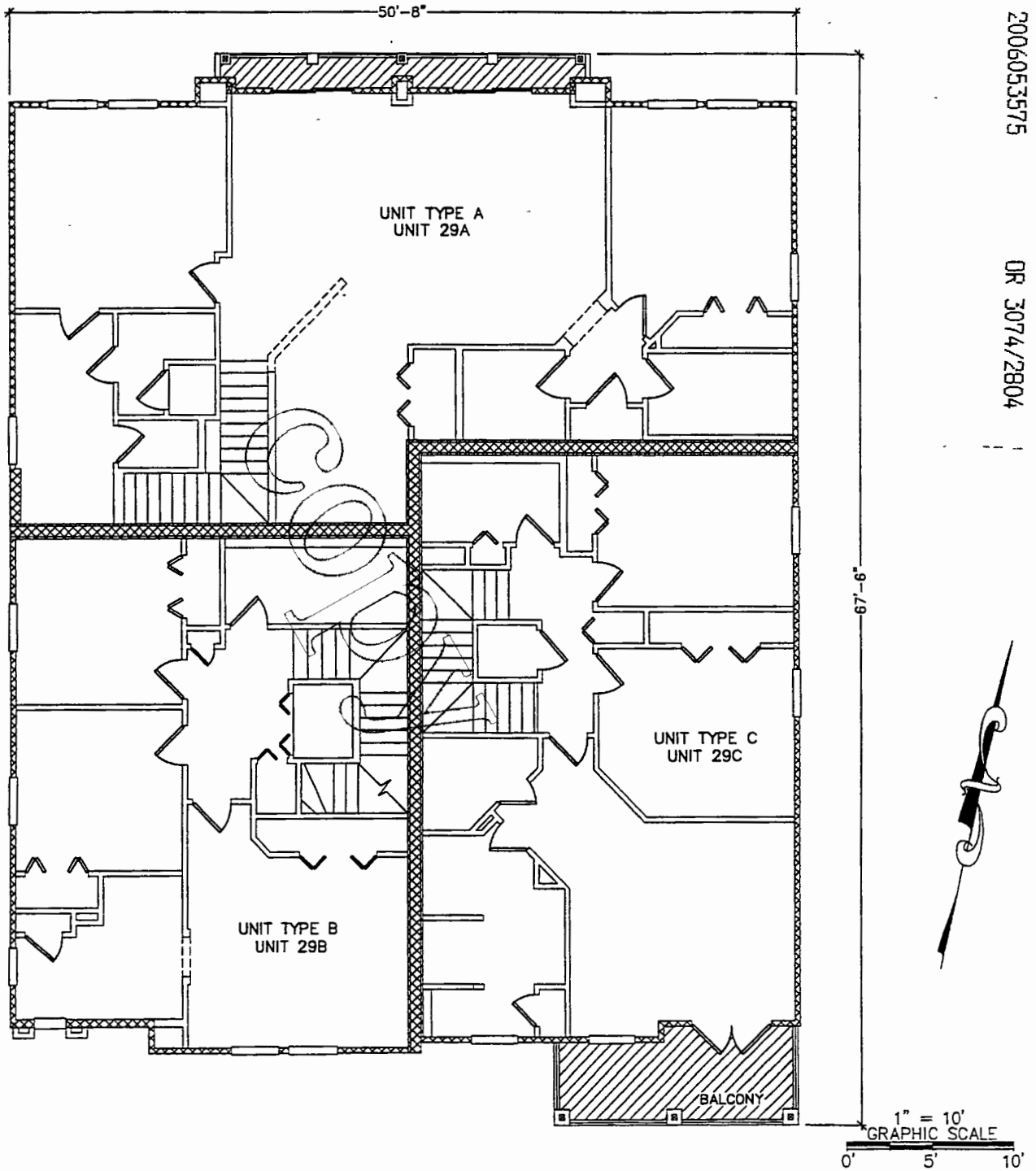
**ASMA**

AMERICAN SURVEYING & MAPPING



1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7976

# ASHLEY PARK AT HARMONY CONDOMINIUM


## BUILDING 29 - SECOND FLOOR



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

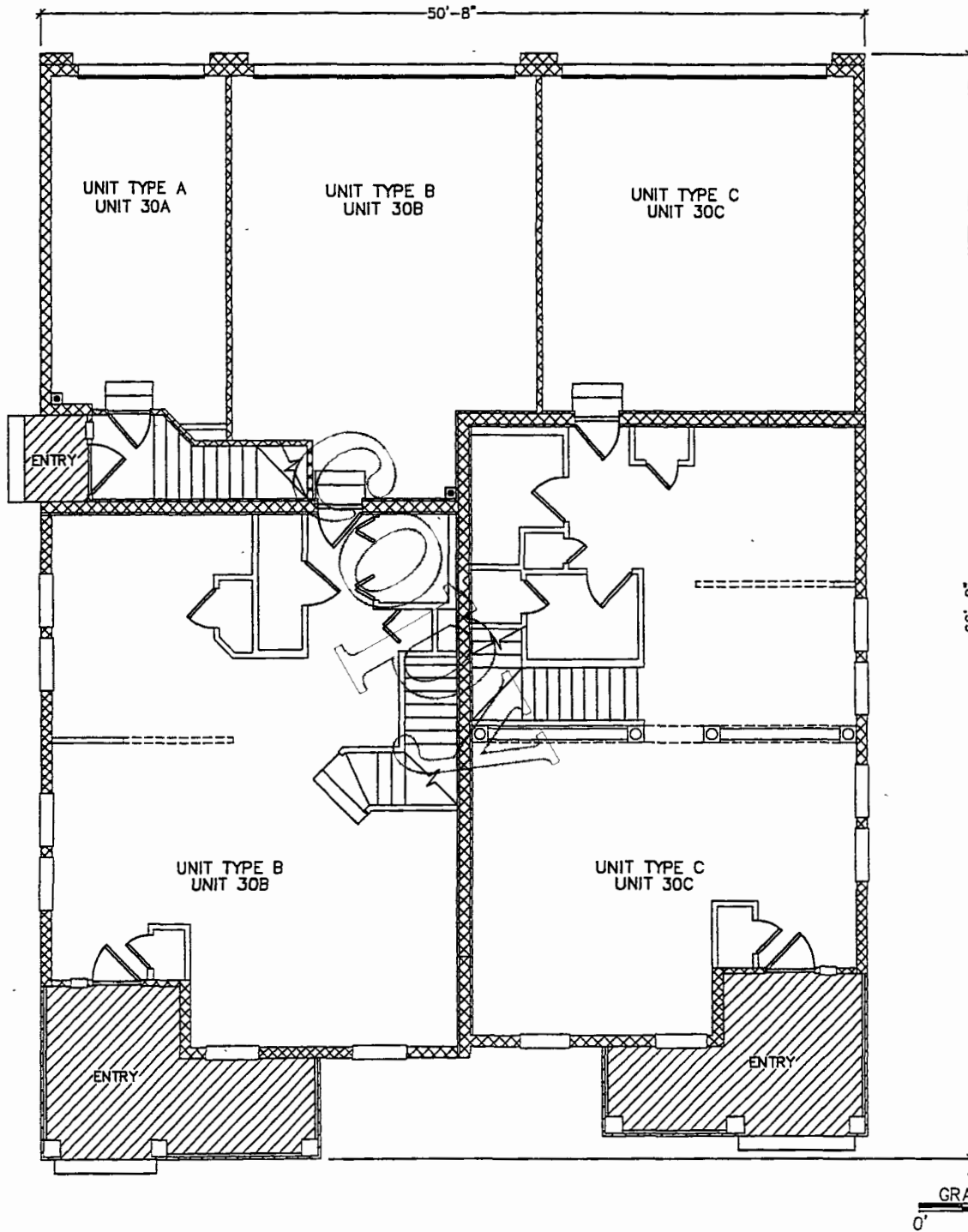
CB8 pg 15b



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 30 - FIRST FLOOR



CL 2006053575

DR 3074/2805

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 156



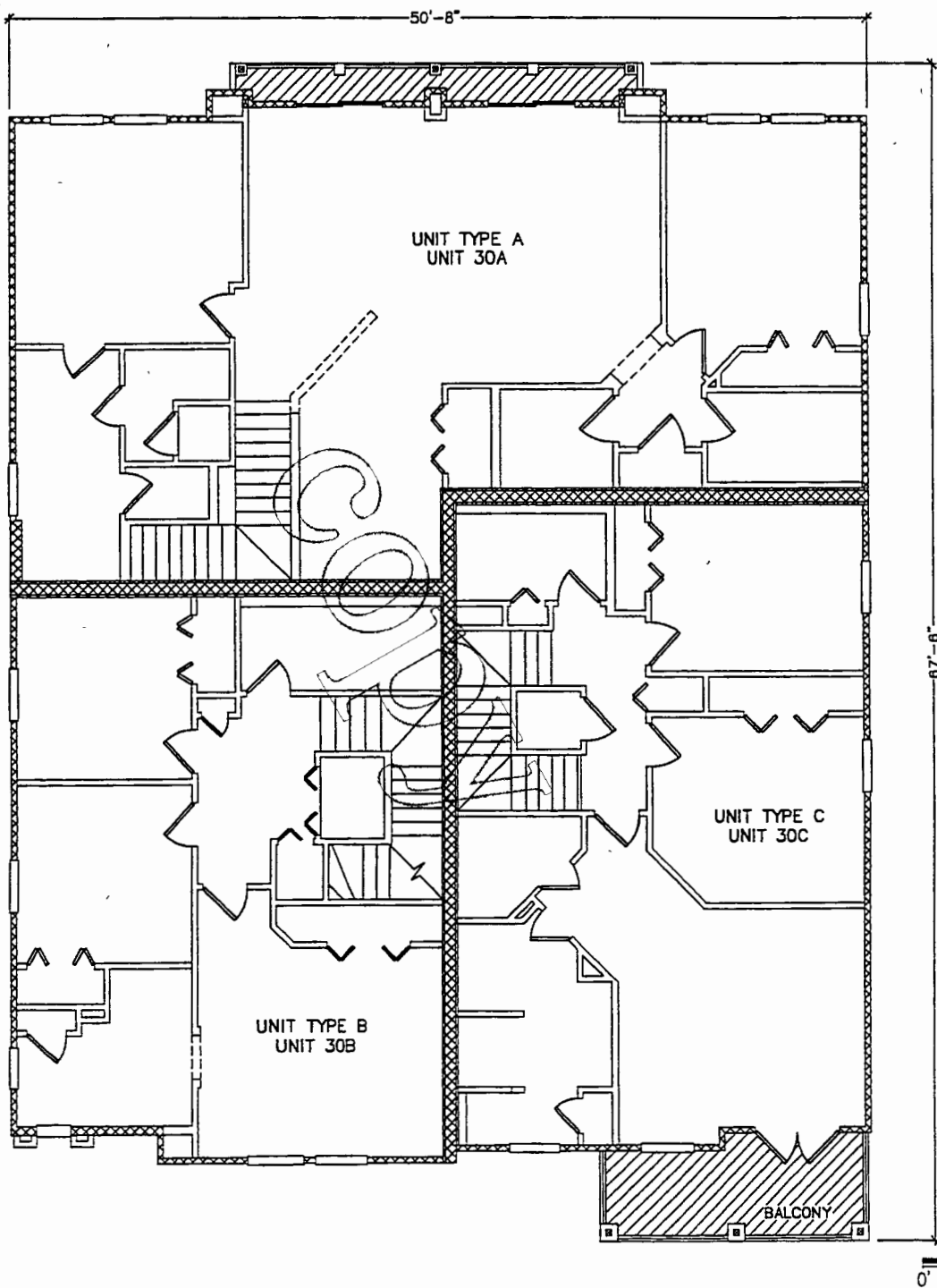
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7575

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 30 - SECOND FLOOR

CL 2006053575

DR 3074/2806



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

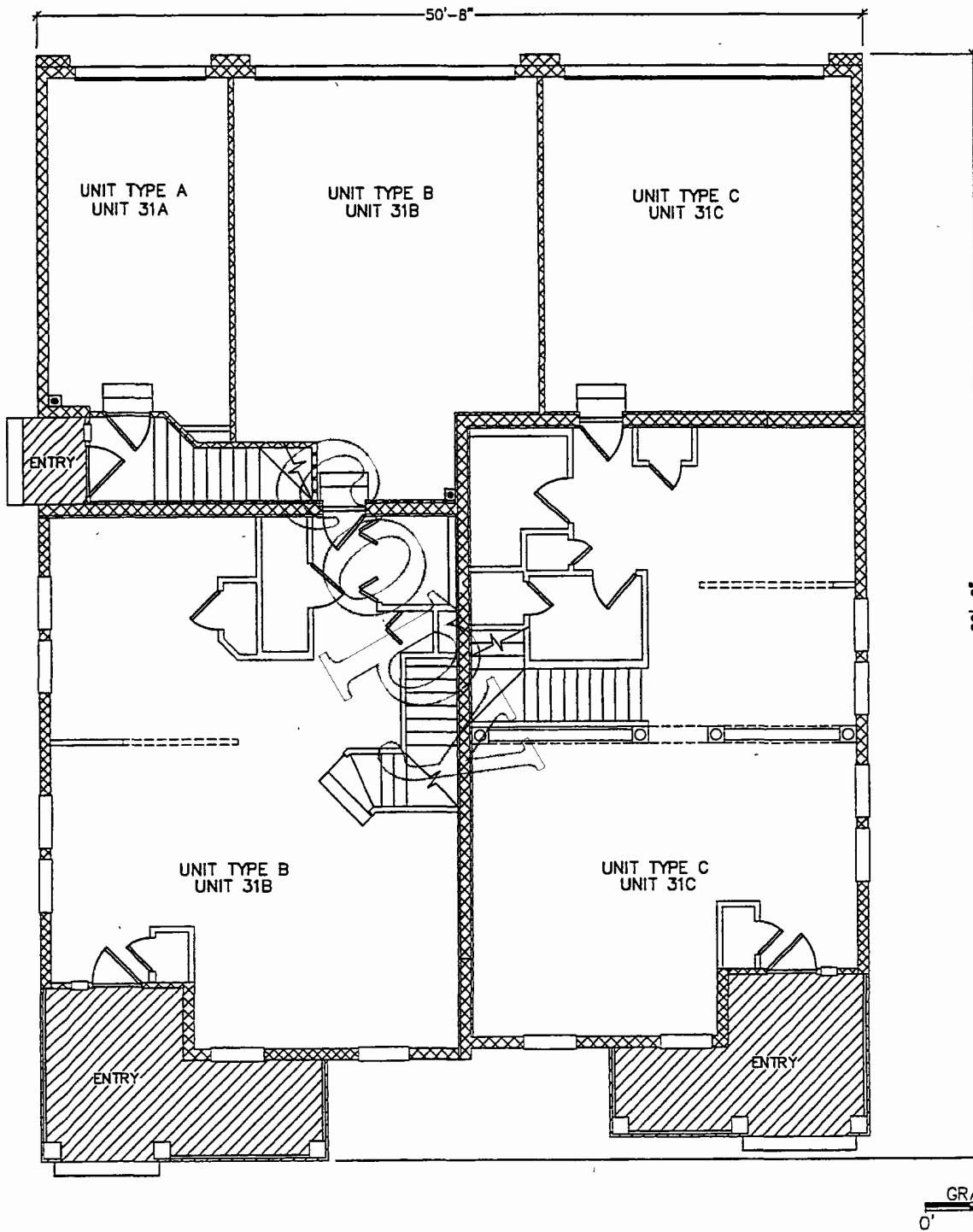
CB 8 pg 154



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 31 - FIRST FLOOR



DL 2006053575

DR 3074/2807

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

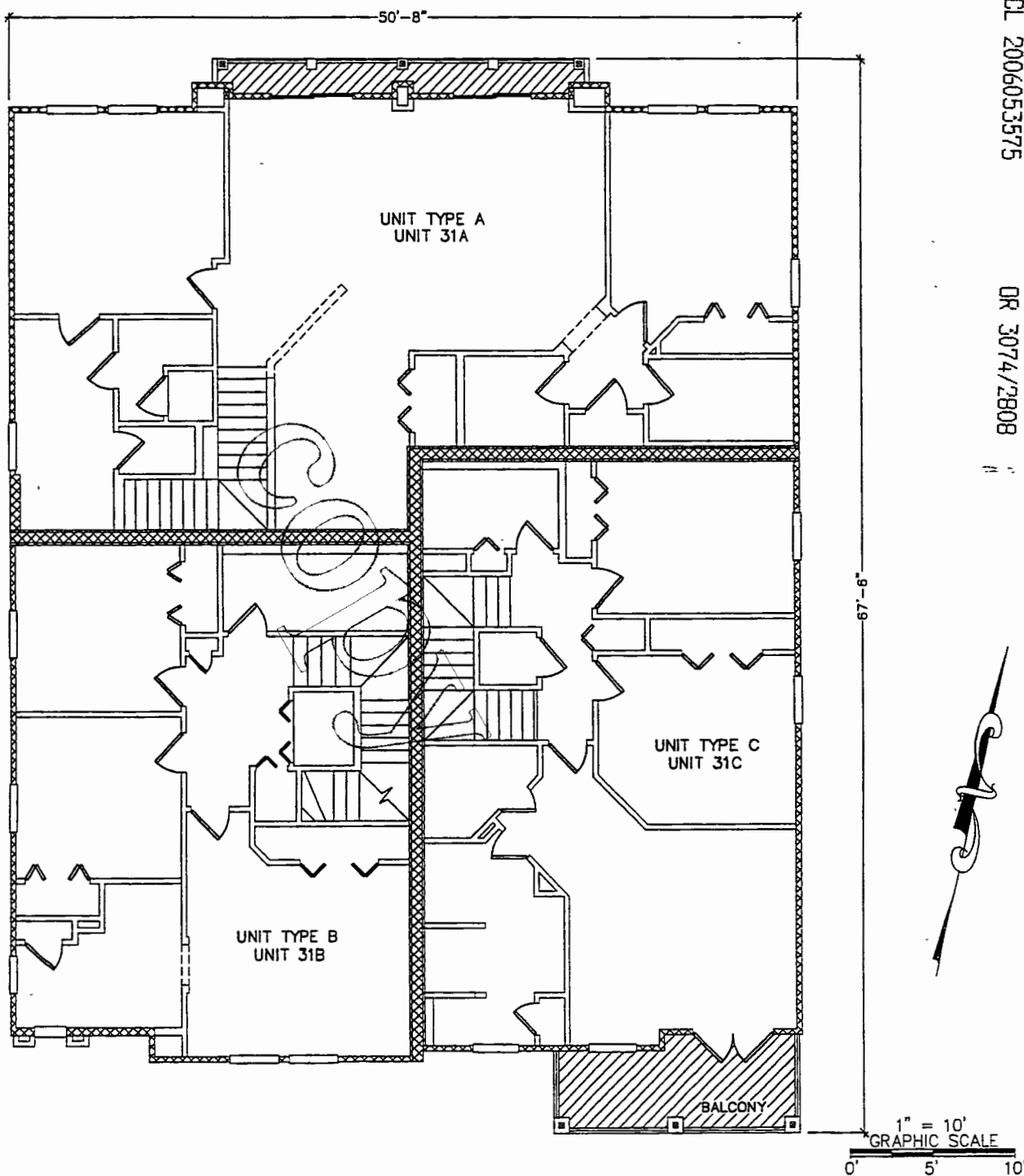
CB 8 pg 157



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 31 - SECOND FLOOR



CL 2006053575

DR 3074/2808

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 157



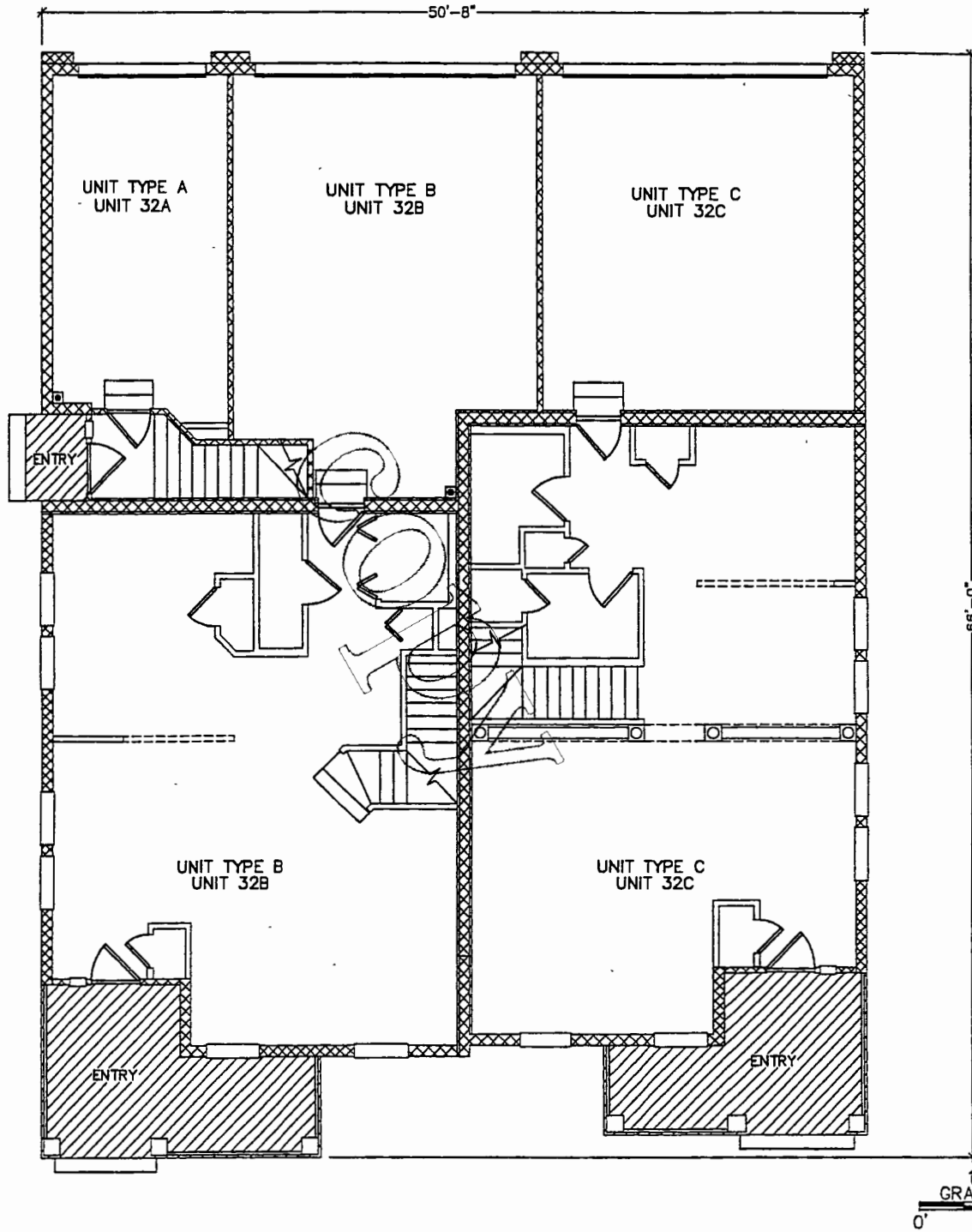
AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979



# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 32 - FIRST FLOOR




CL 2006053575

DR 3074/2809

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

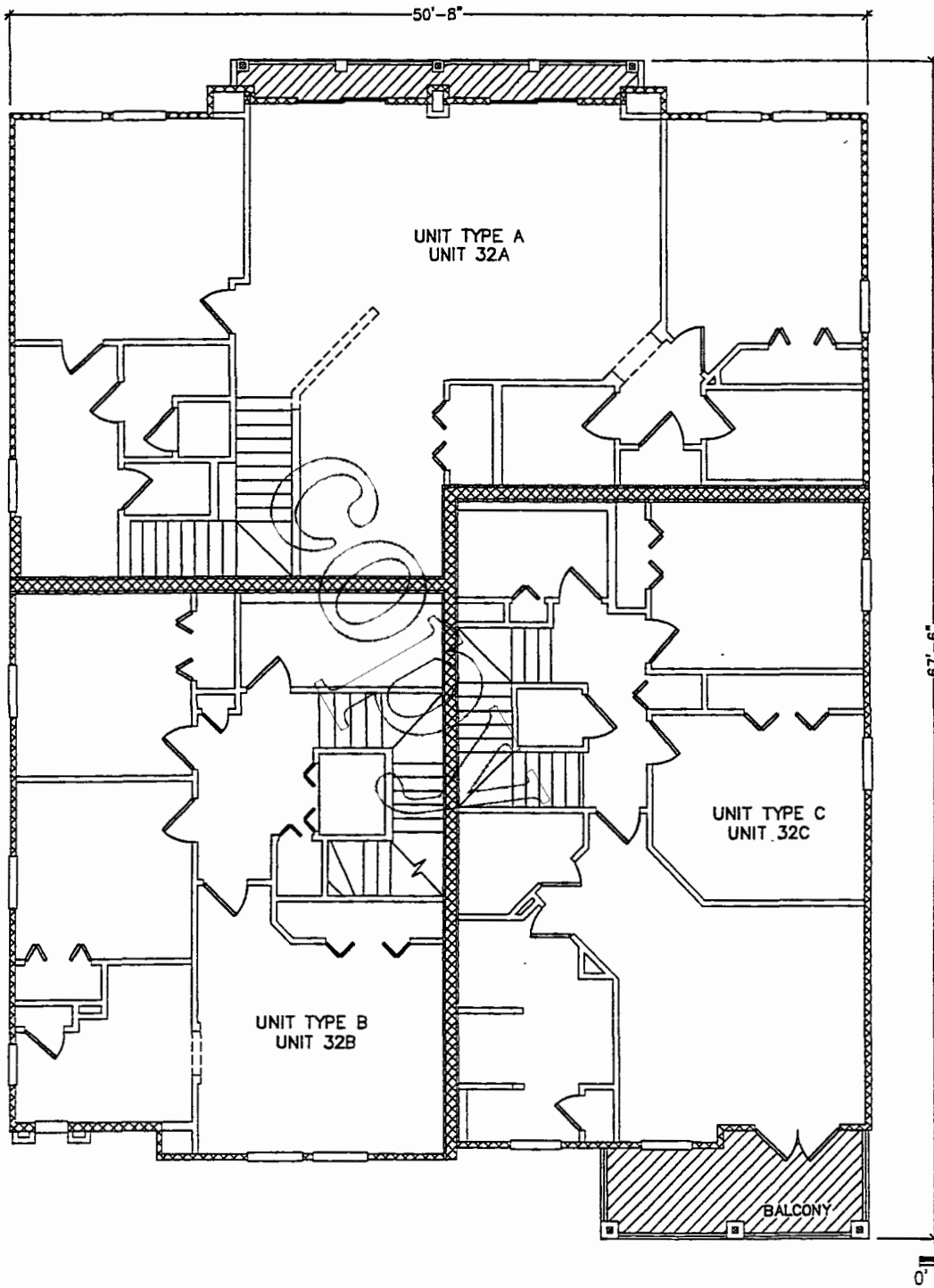
CB 8 pg 157



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 32 - SECOND FLOOR



CL 2006053575

DR 3074/2810

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

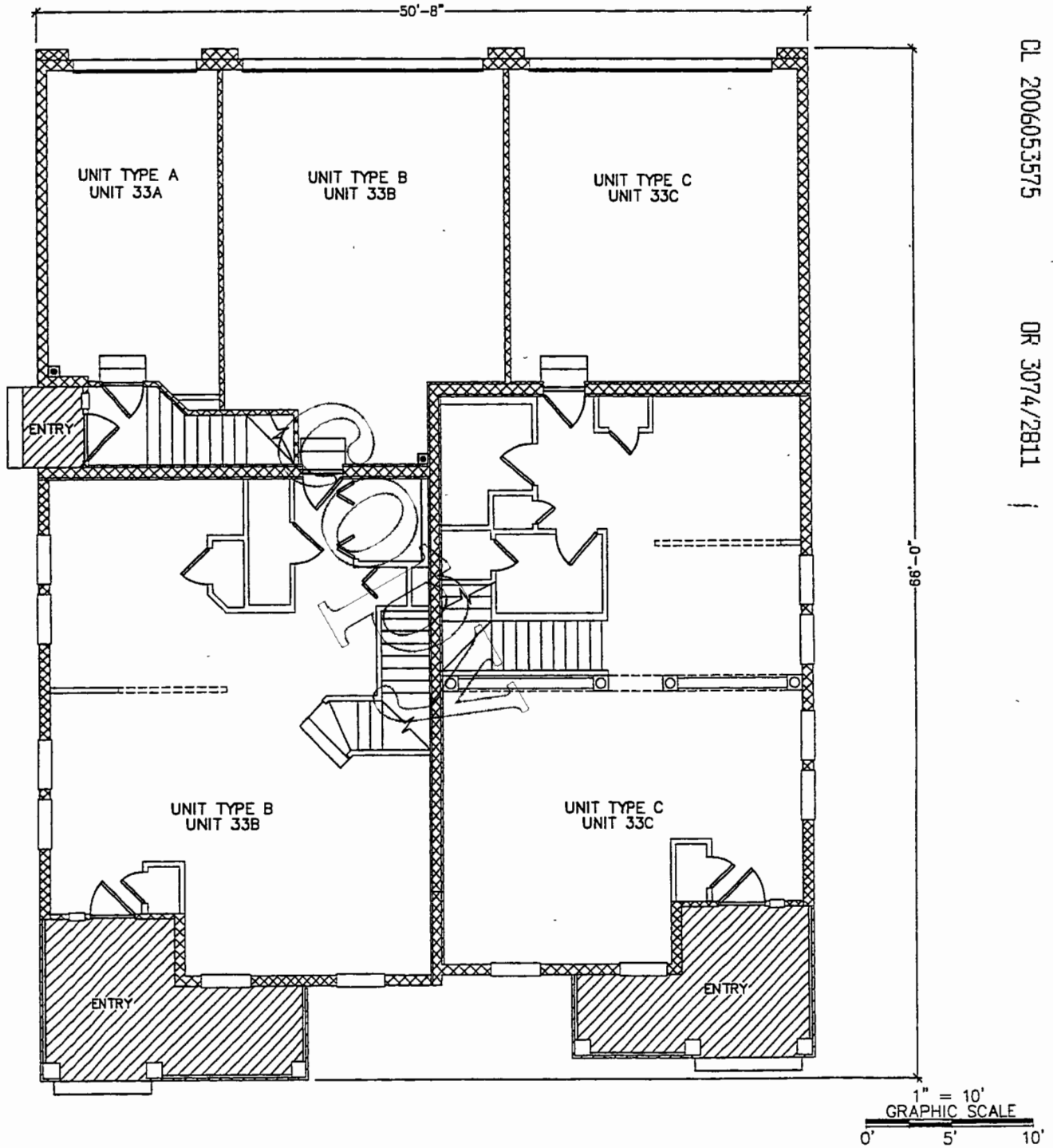
CB 8 pg 157



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32289  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 33 - FIRST FLOOR



CL 2006053575

DR 3074/2811

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

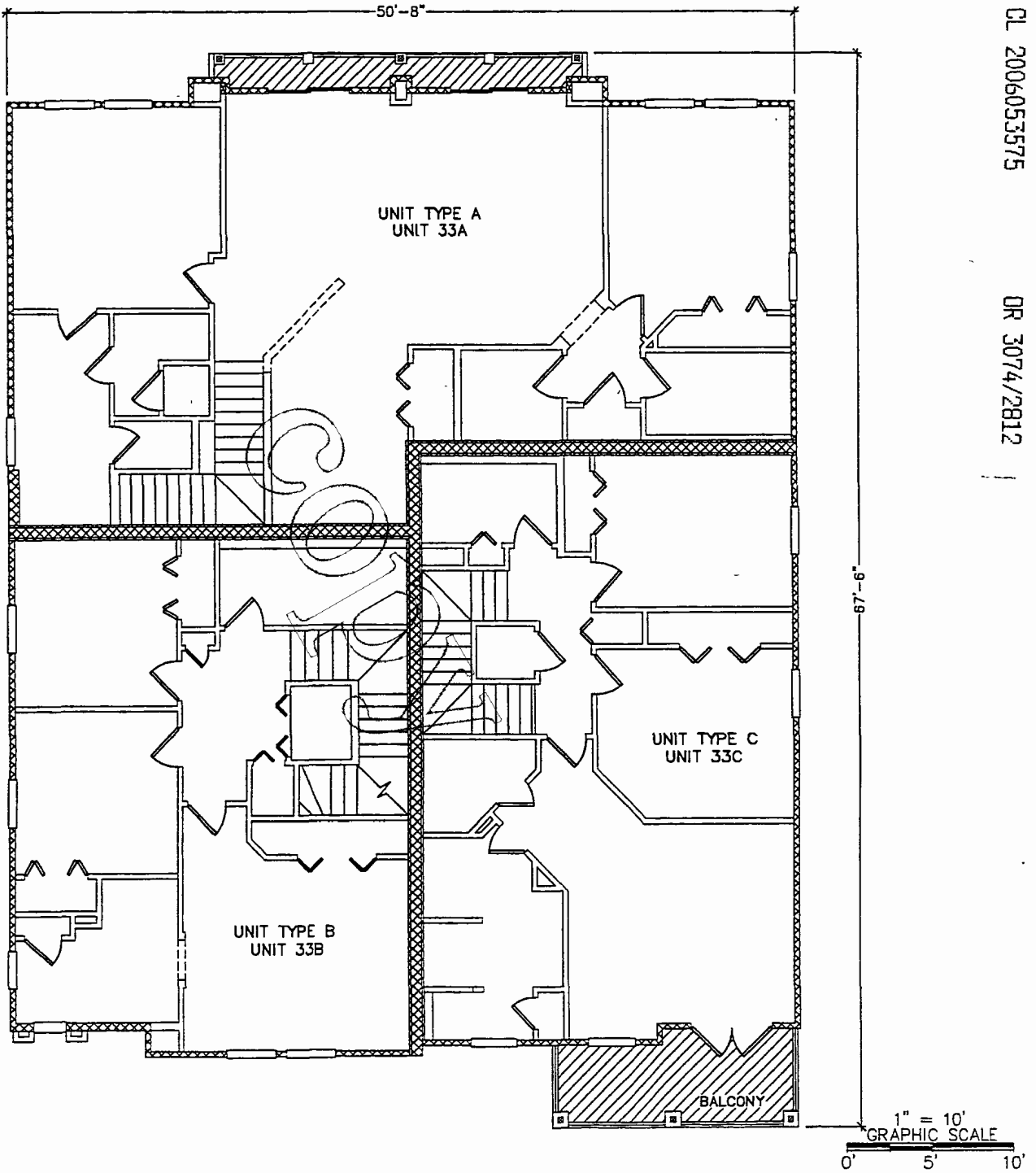
CB 8 pg 157



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 33 - SECOND FLOOR




CL 2006053575

DR 3074/2812

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 157



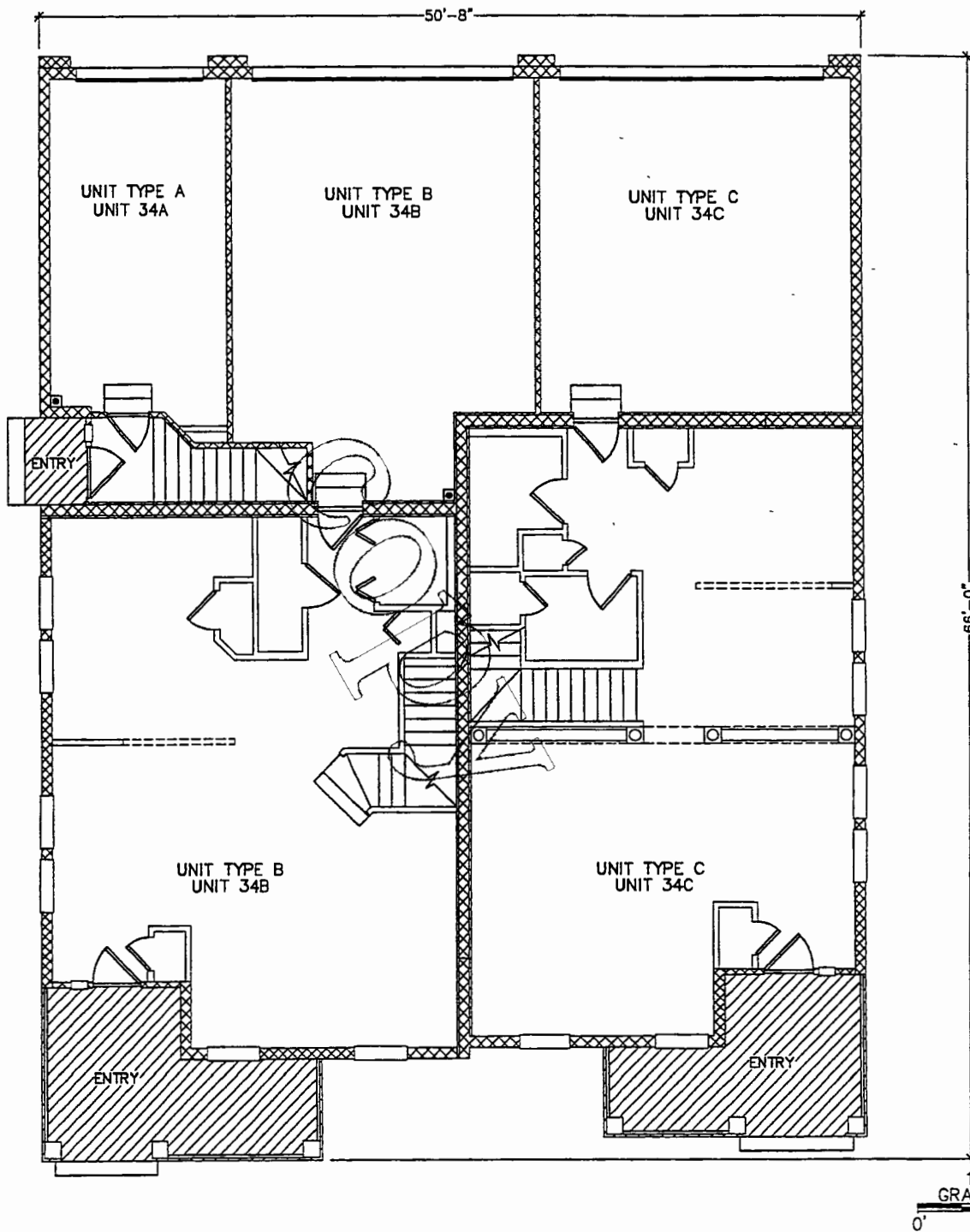
**ASMA**

AMERICAN SURVEYING & MAPPING



1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7975

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 34 - FIRST FLOOR



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

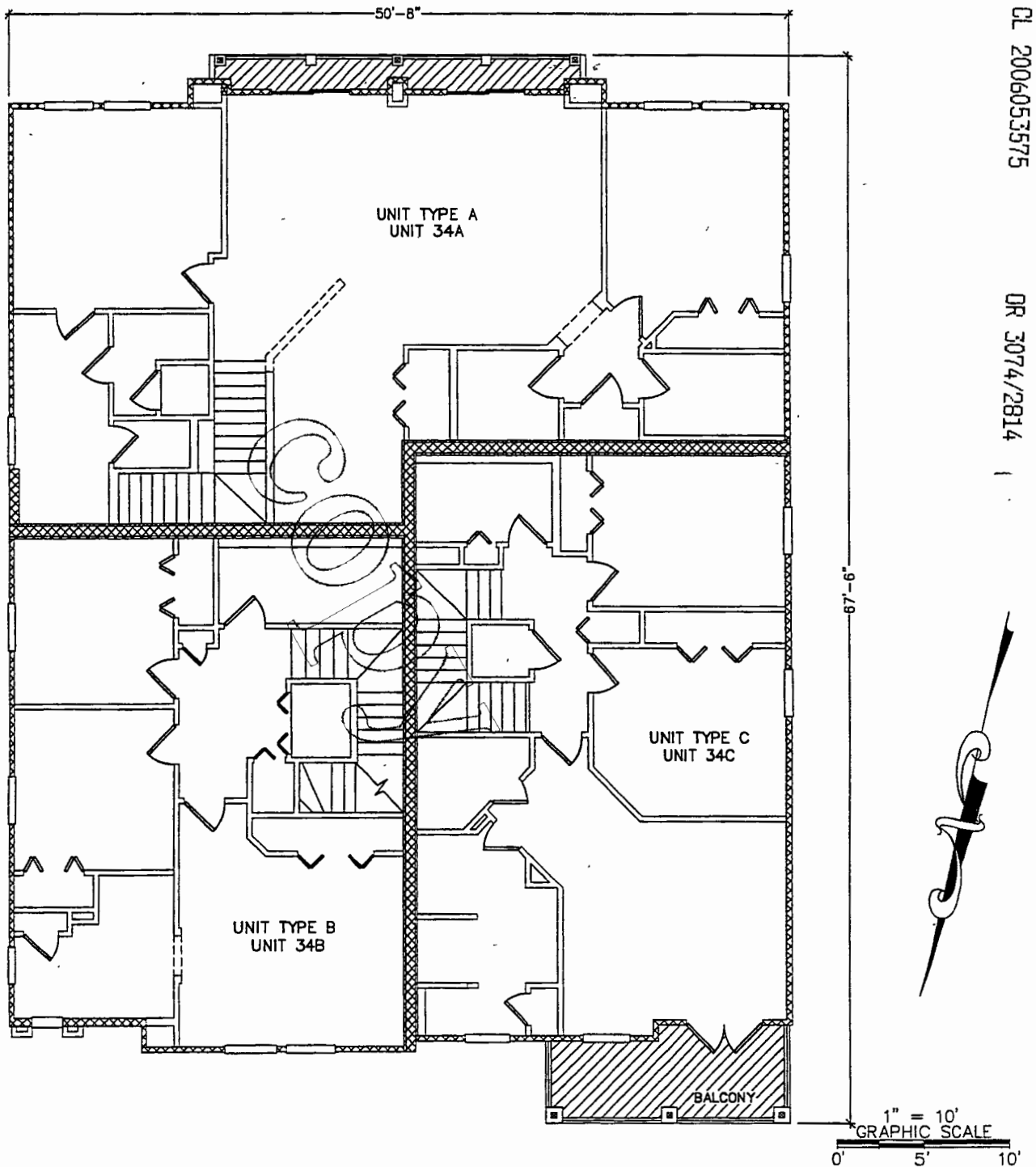
CB 8 pg 158





AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 425-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 34 - SECOND FLOOR



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 158

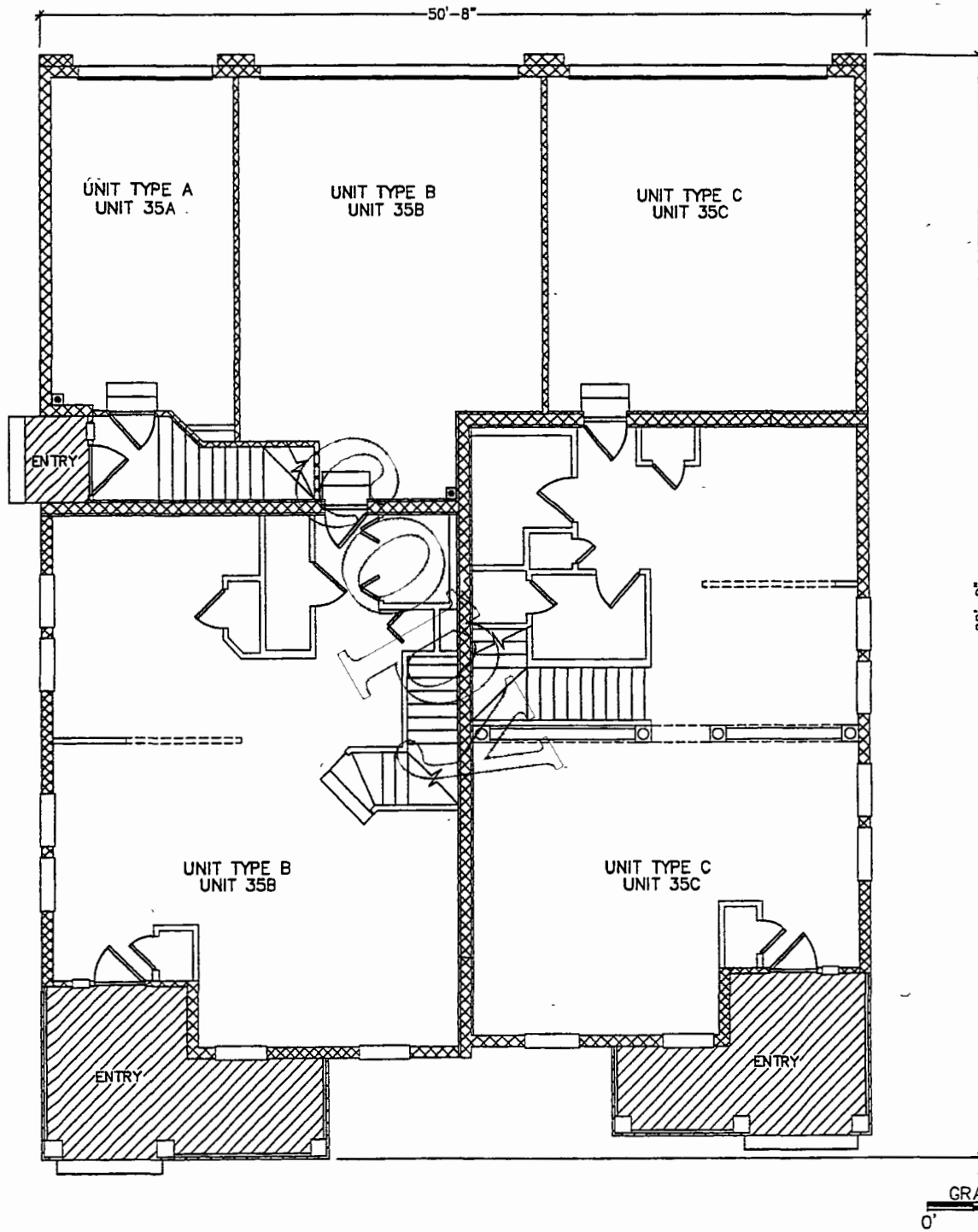
**ASM**

AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7879

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 35 - FIRST FLOOR





CL 2006053575

DR 3074/2815

### LEGEND AND ABBREVIATIONS

CB 8 pg 158

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

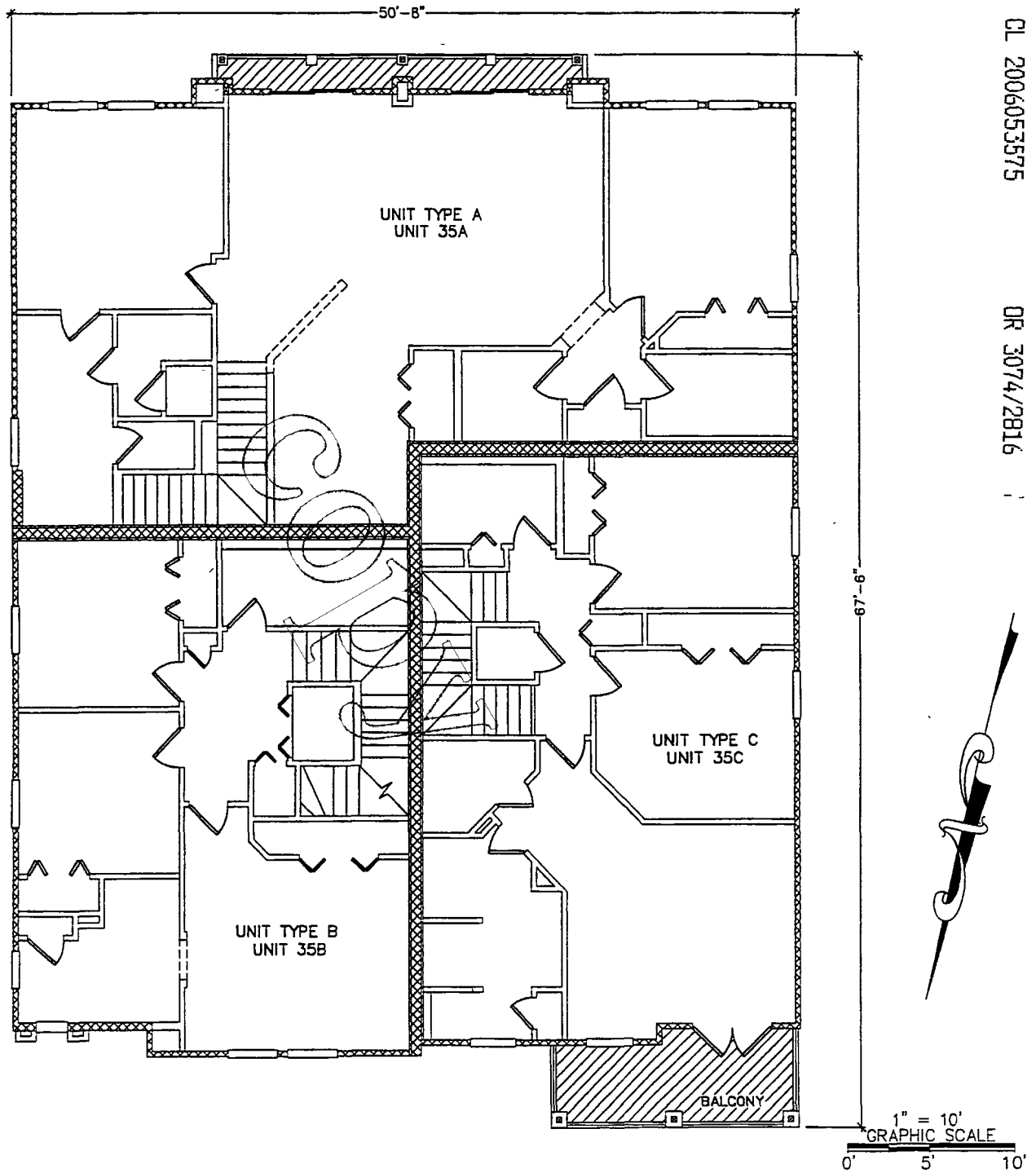


AMERICAN SURVEYING & MAPPING

1030 N ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 35 - SECOND FLOOR



CL 2006053575

DR 3074/2816

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 158

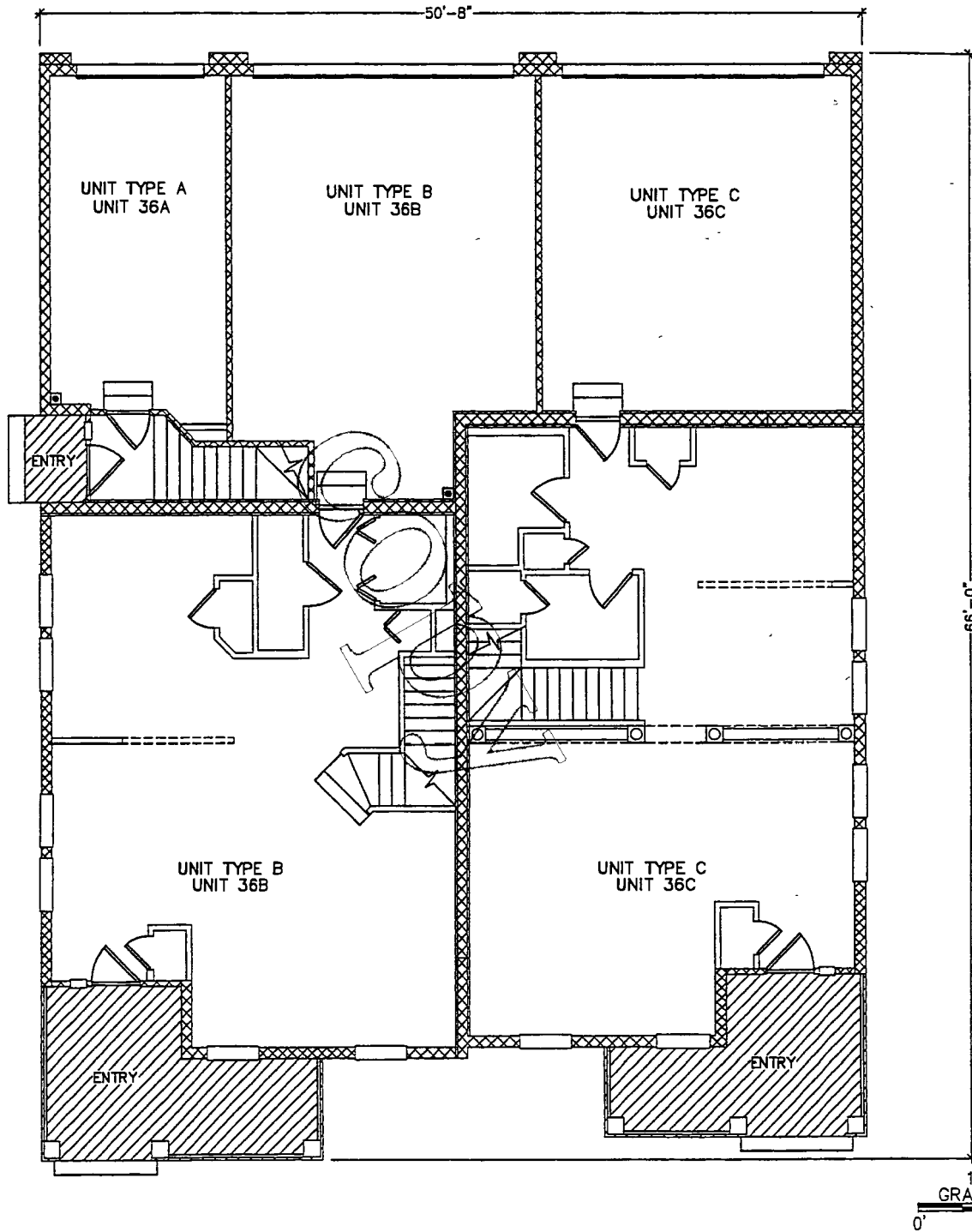


AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 425-7979



# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 36 - FIRST FLOOR



CL 2006053575

DR 3074/2817



### LEGEND AND ABBREVIATIONS

- = LIMIT COMMON ELEMENT
- = COMMON ELEMENT

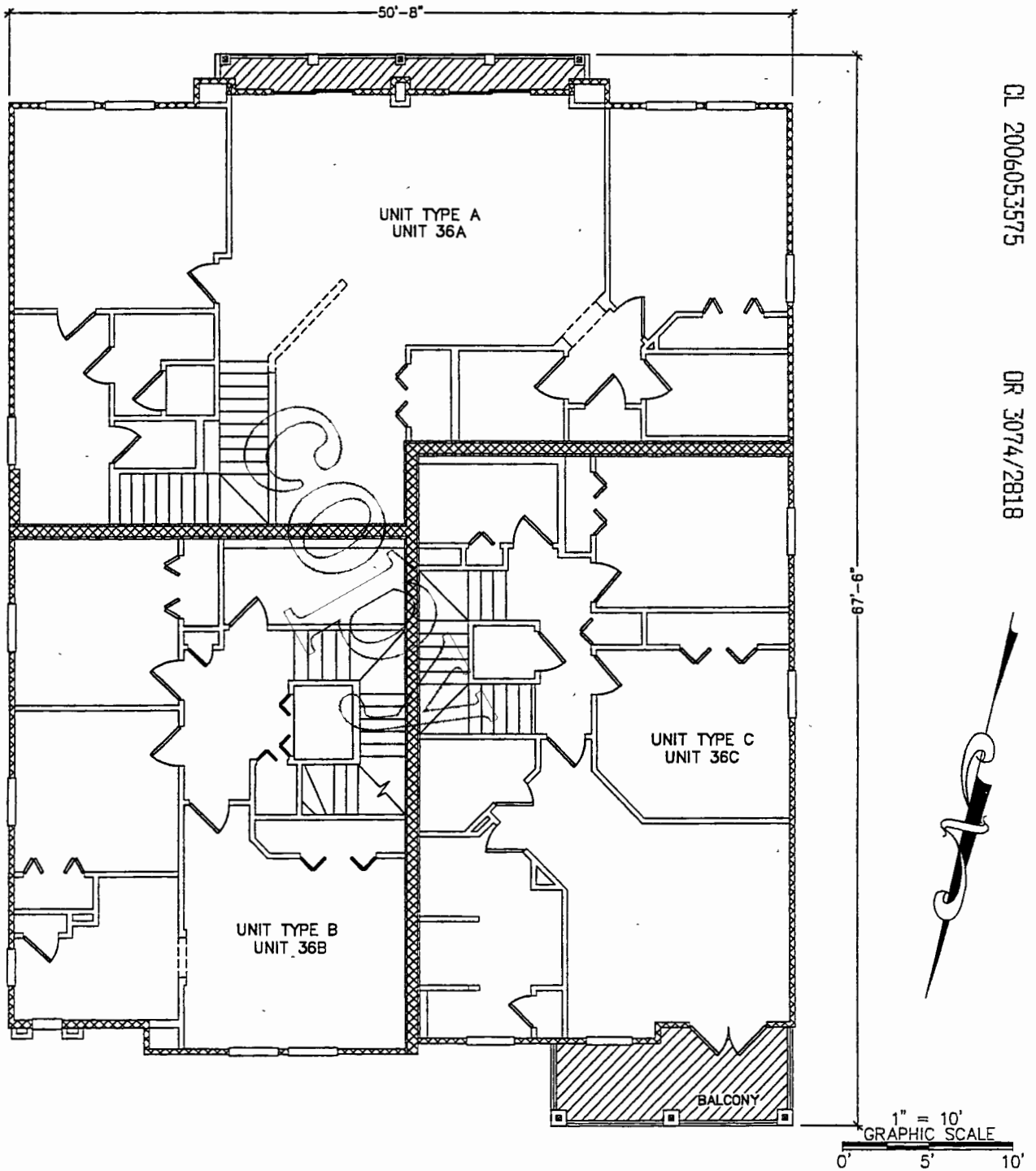
CB 8 pg 158



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 36 - SECOND FLOOR




CL 2006053575

DR 3074/2818

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

*CB 8 pg 158*

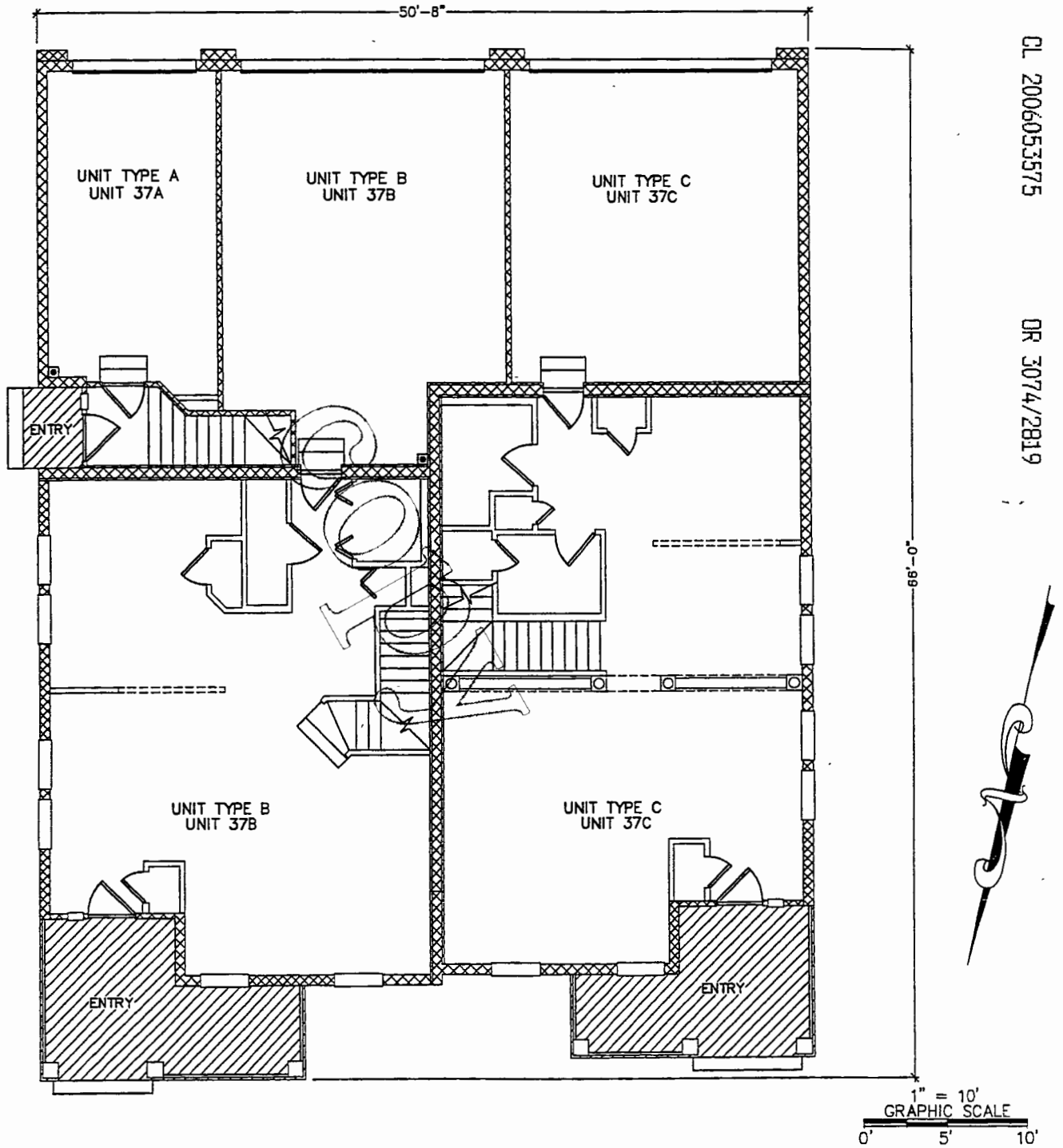


**ASAM**

AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 37 - FIRST FLOOR




CL 2006053575

DR 3074/2819

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB8 pg 159

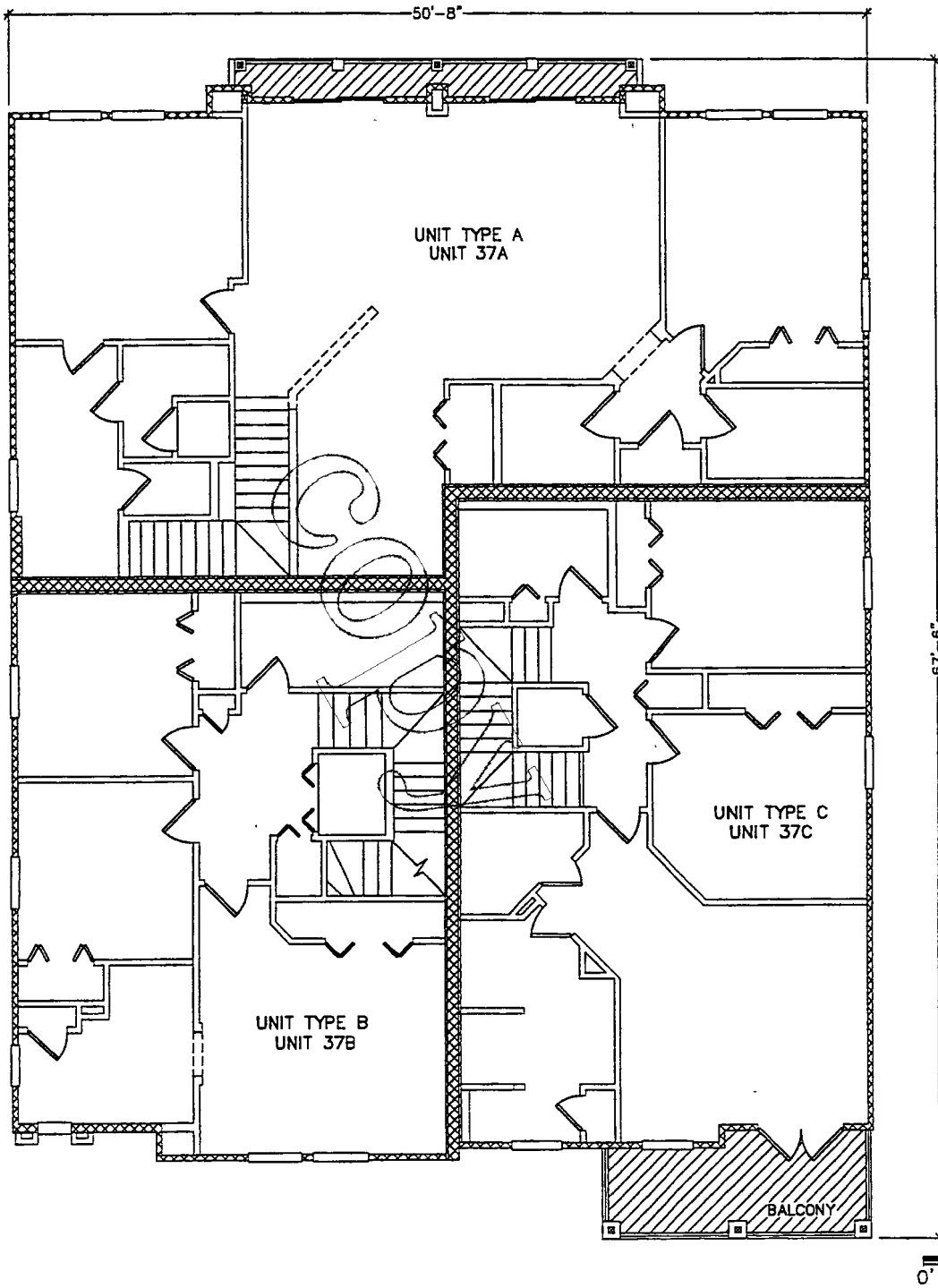


**ASAM**

AMERICAN SURVEYING & MAPPING  
10330 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 37 - SECOND FLOOR



DL 2006053575

DR 3074/2820

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

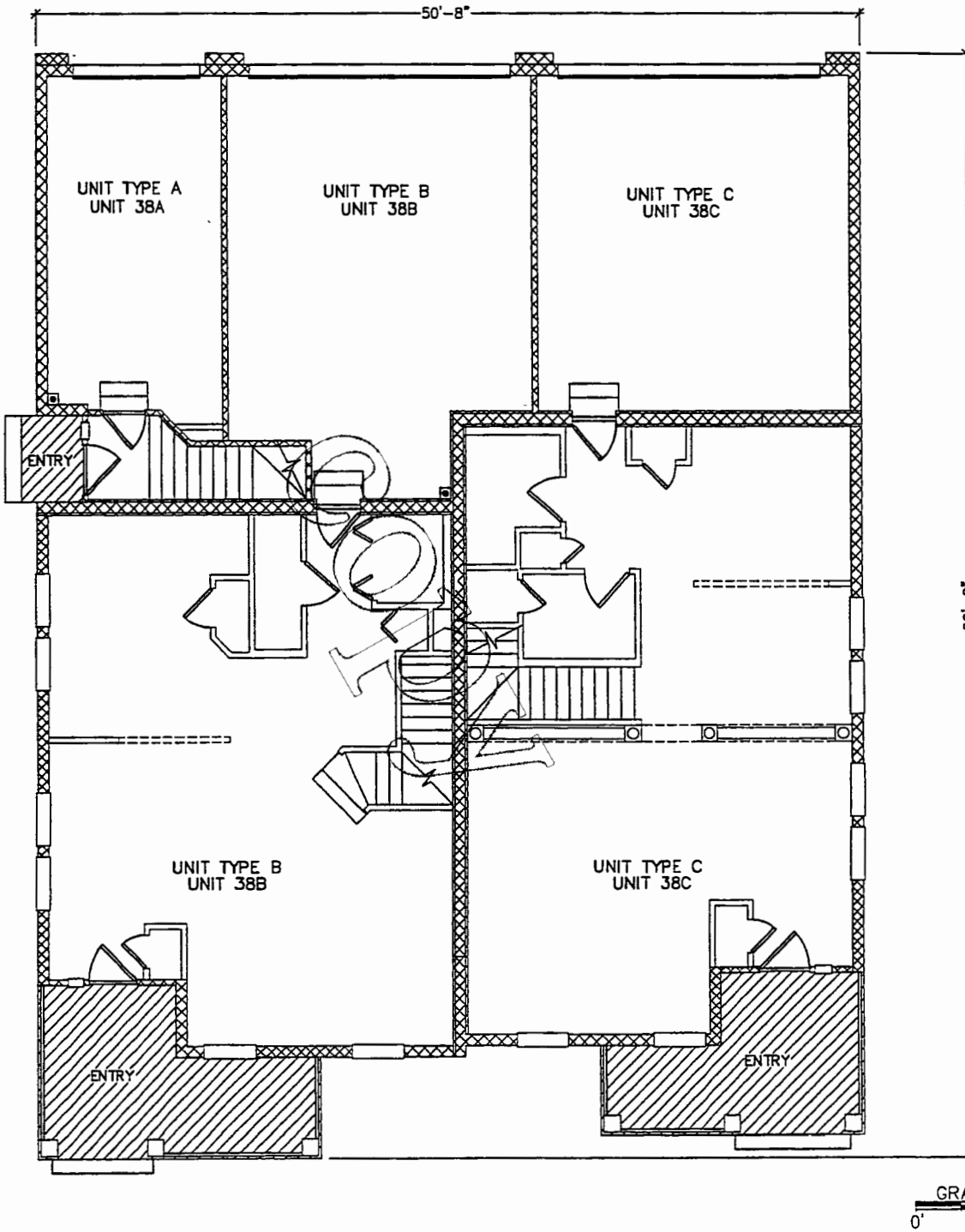
CB 8 159  
PB



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 38 - FIRST FLOOR



CL 2006053575  
DR 3074/2821



### LEGEND AND ABBREVIATIONS

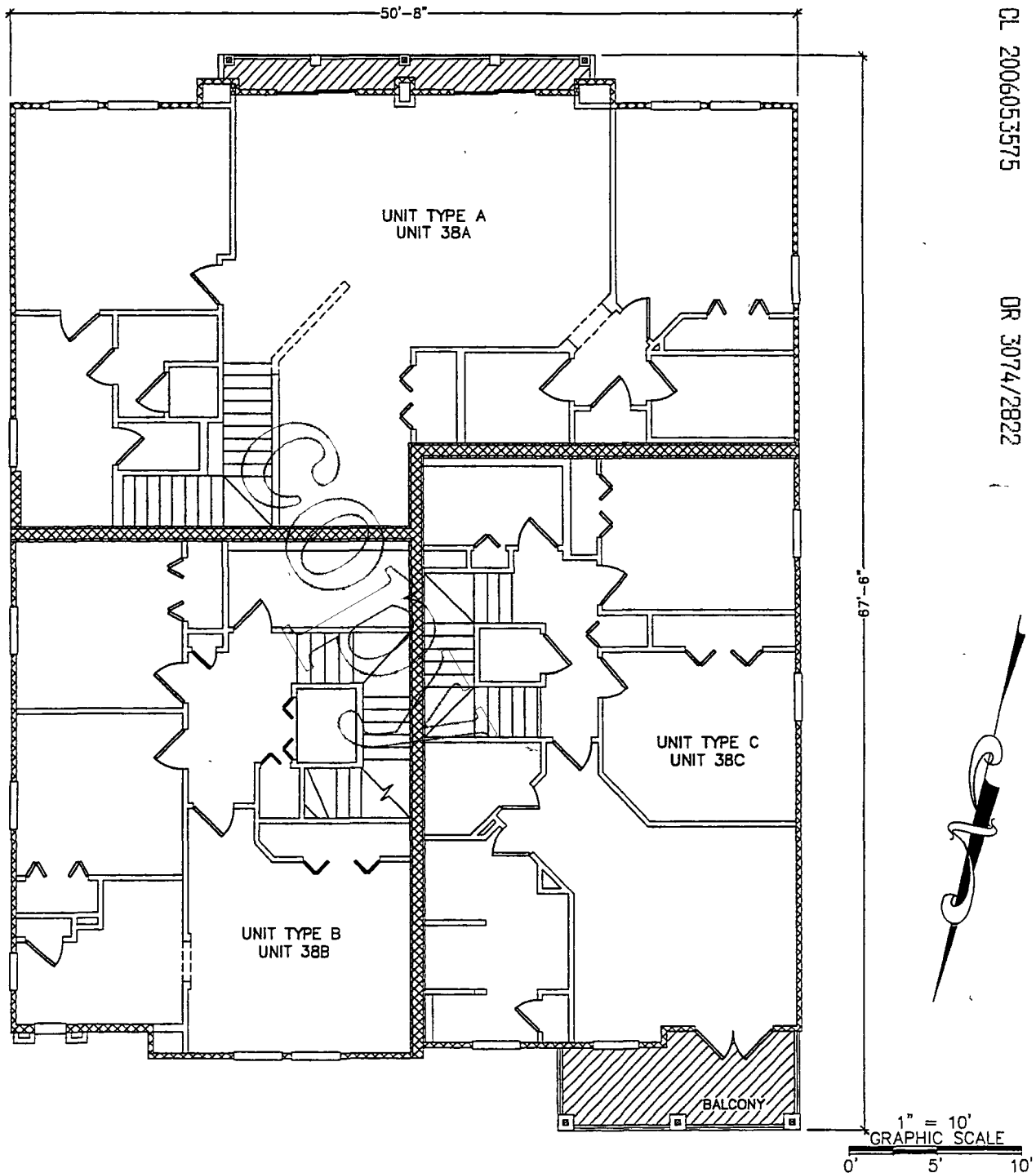
- = LIMIT COMMON ELEMENT
- = COMMON ELEMENT

*C38 PG 159*

**ASAM**  
AMERICAN SURVEYING & MAPPING  
1030 N ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 38 - SECOND FLOOR



CL 2006053575

DR 3074/2822

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 159

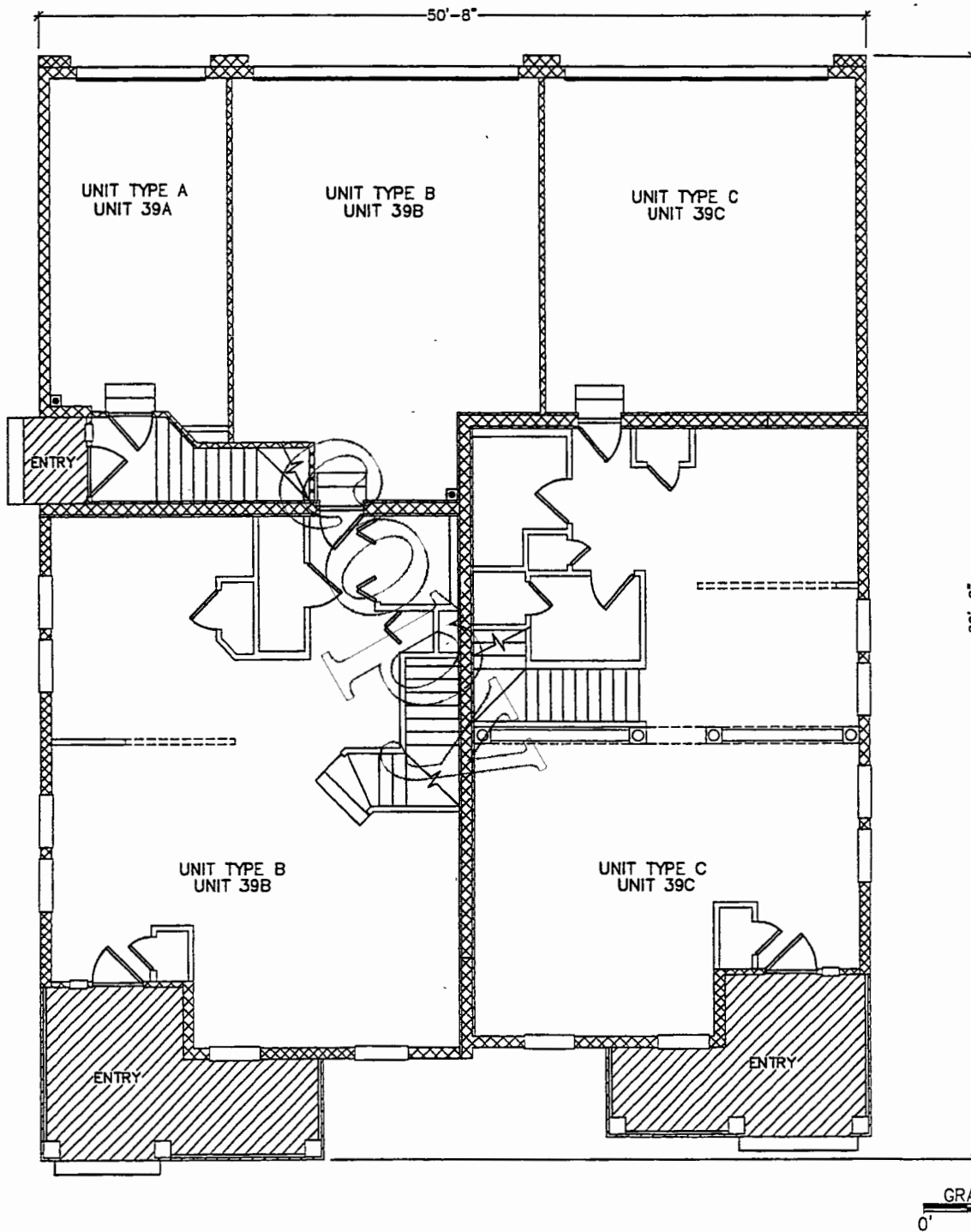


AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 39 - FIRST FLOOR



CL 2006053575

DR 3074/2823

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

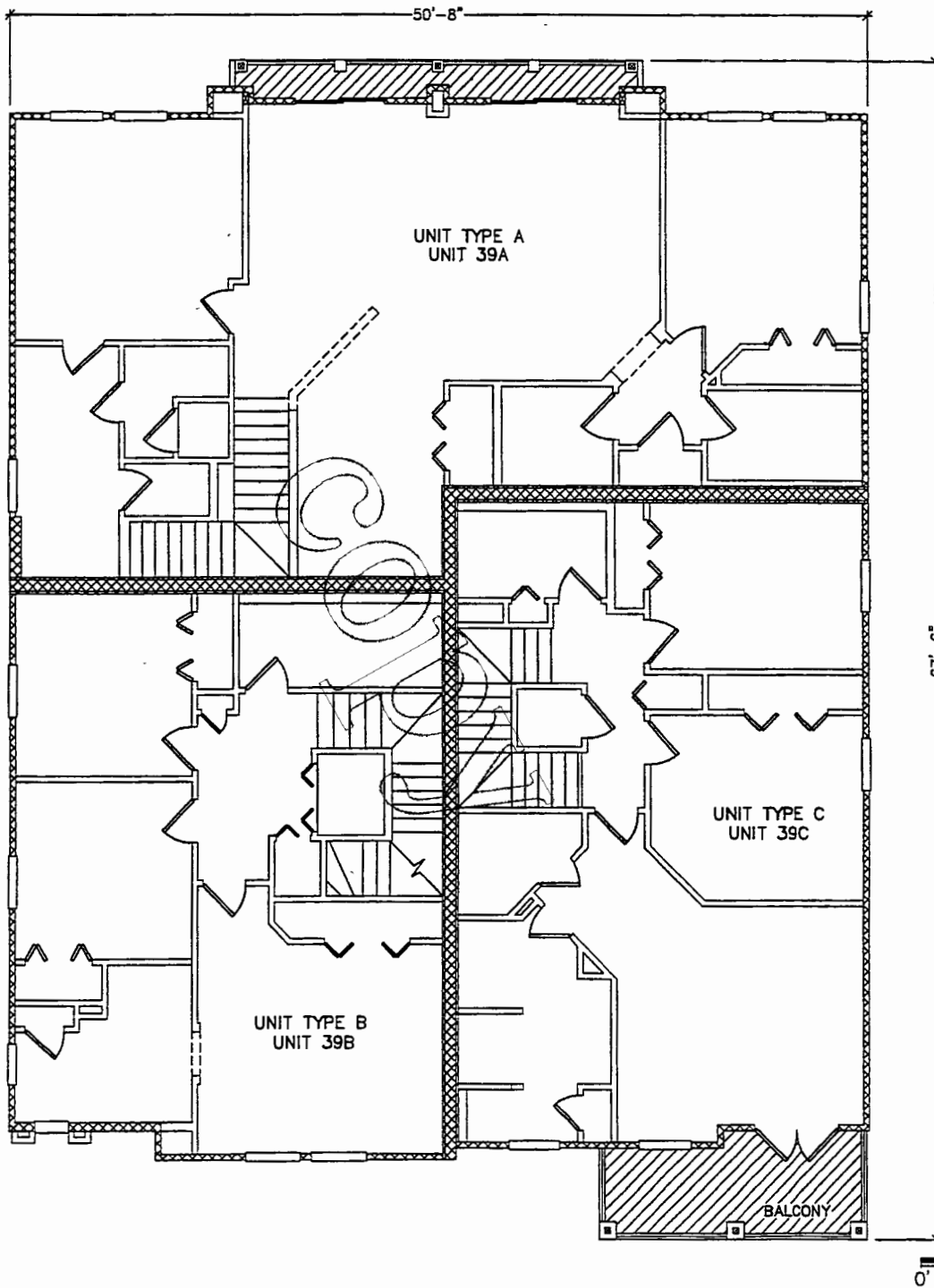
CB 8 pg 159



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 39 - SECOND FLOOR




CL 2006053575

DR 3074/2824

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB8 pg 159



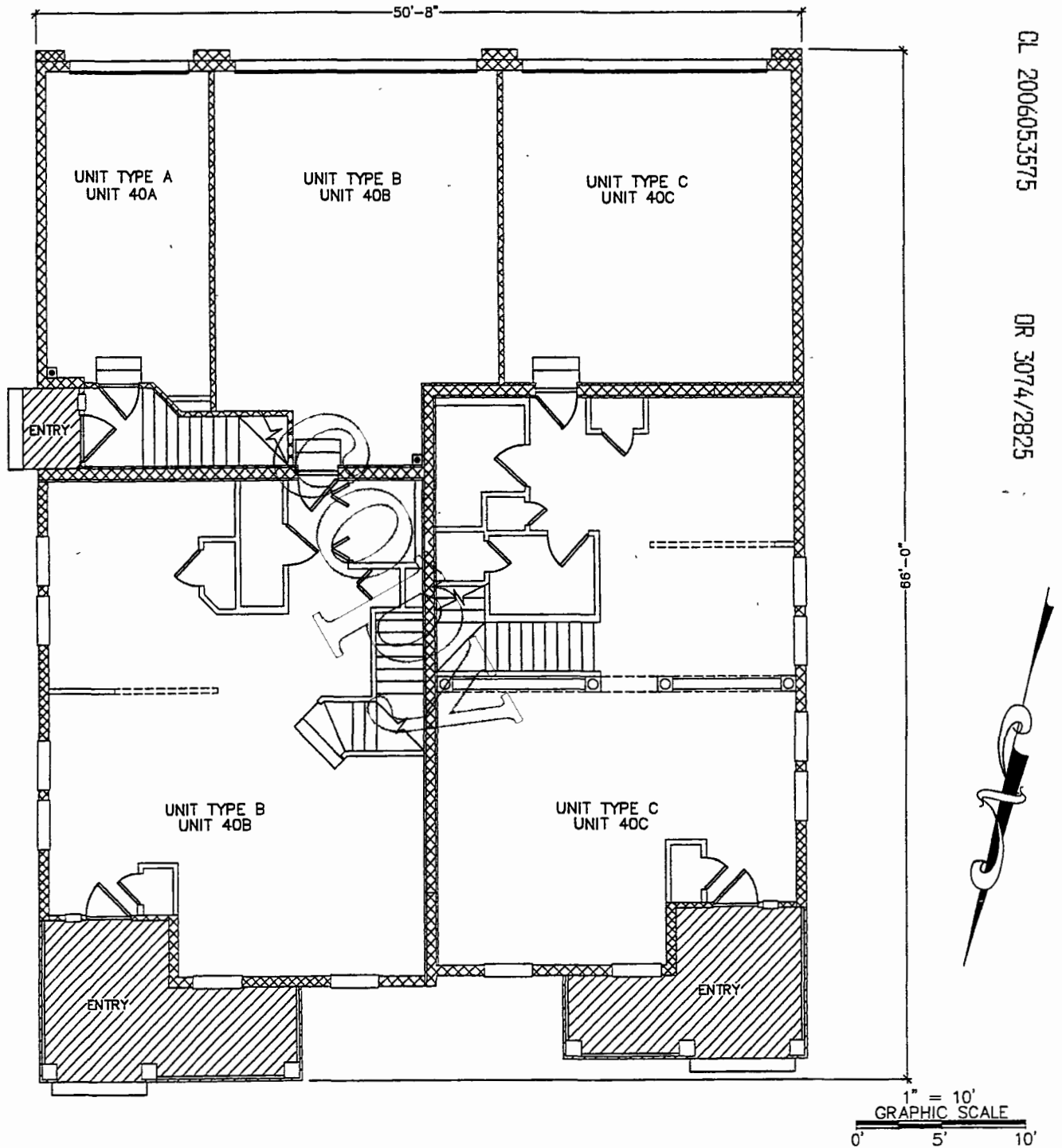
**ASAM**  
INC.

AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 425-7979



# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 40 - FIRST FLOOR



CL 2006053575

DR 3074/2825

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 of 168

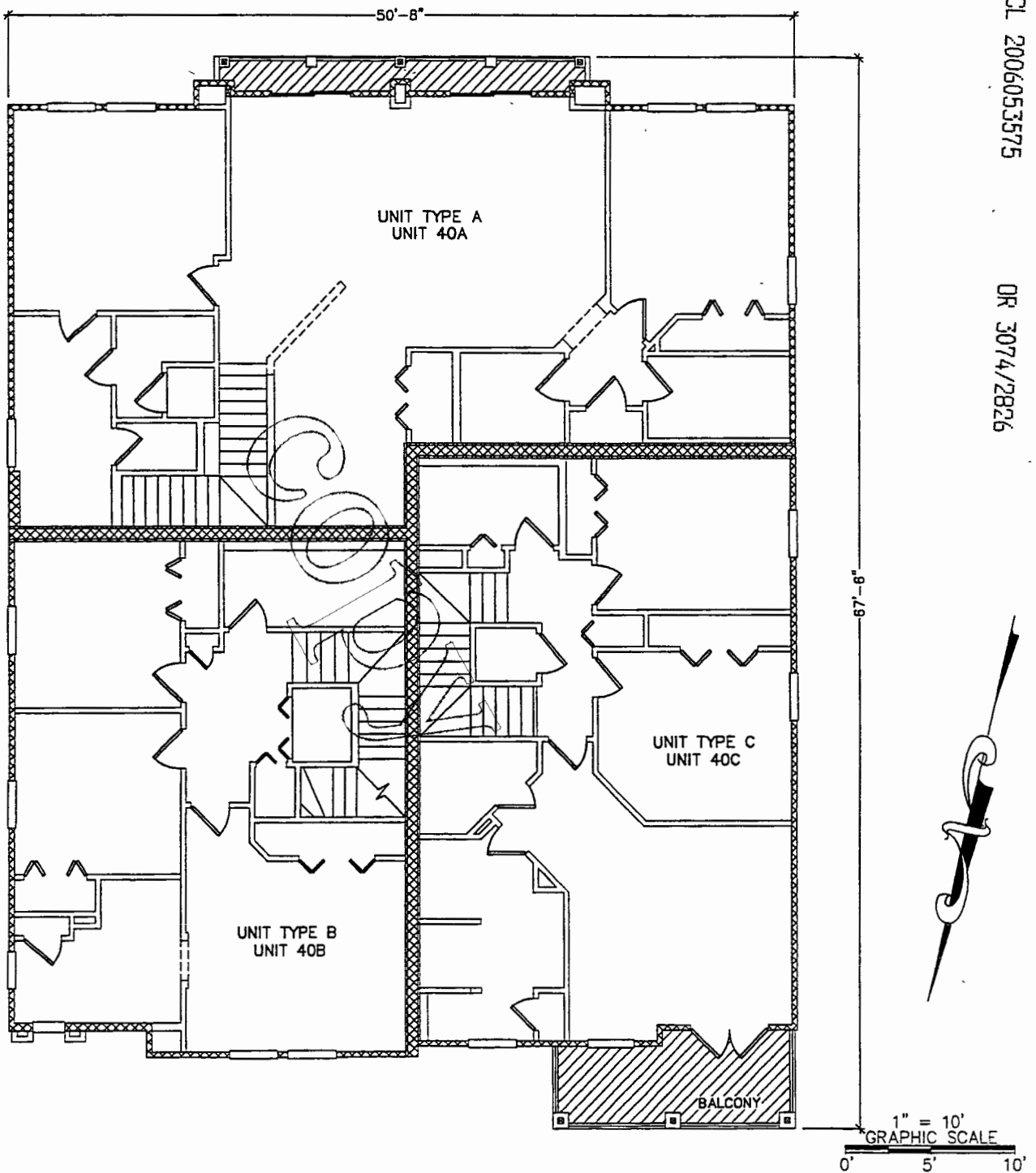


AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 40 - SECOND FLOOR



CL 2006053575

OR 3074/2826

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

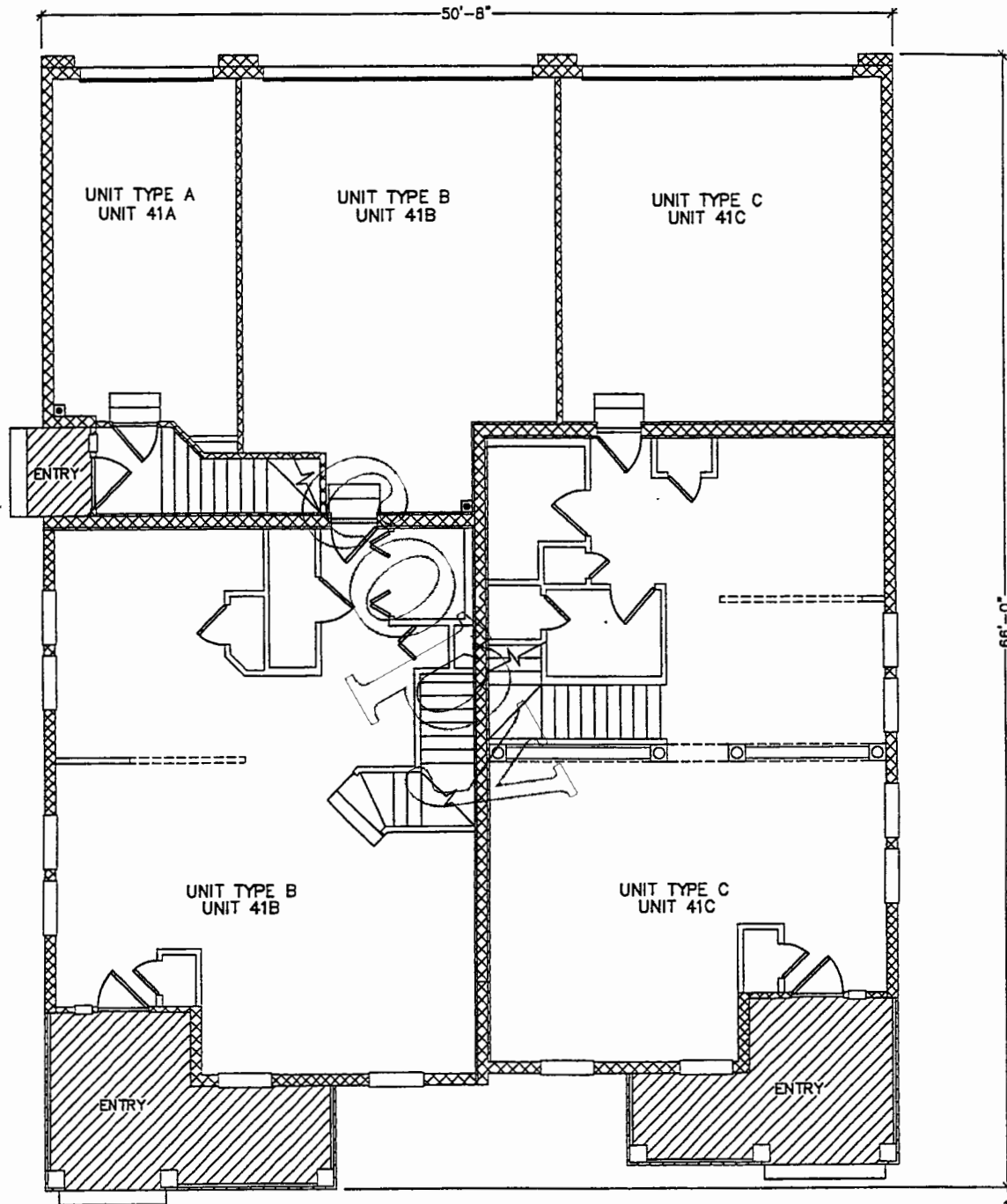
*CB 8 pg 160*



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 41 - FIRST FLOOR





CL 2006053575


DR 3074/2827

1" = 10'  
GRAPHIC SCALE  
0' 5' 10'

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

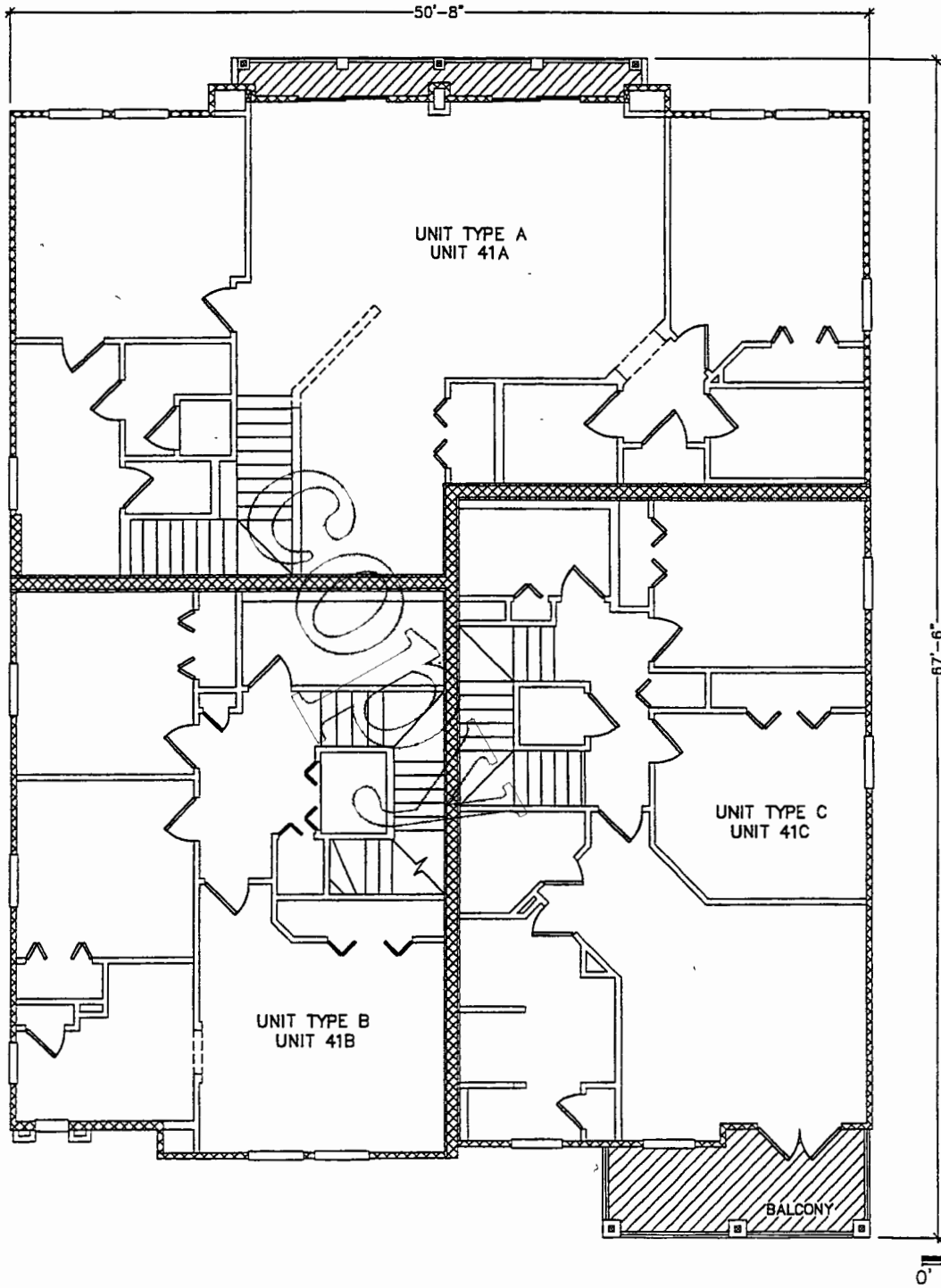
CB 8 pg 160



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 425-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 41 - SECOND FLOOR




CL 2006053575

DR 3074/2828

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

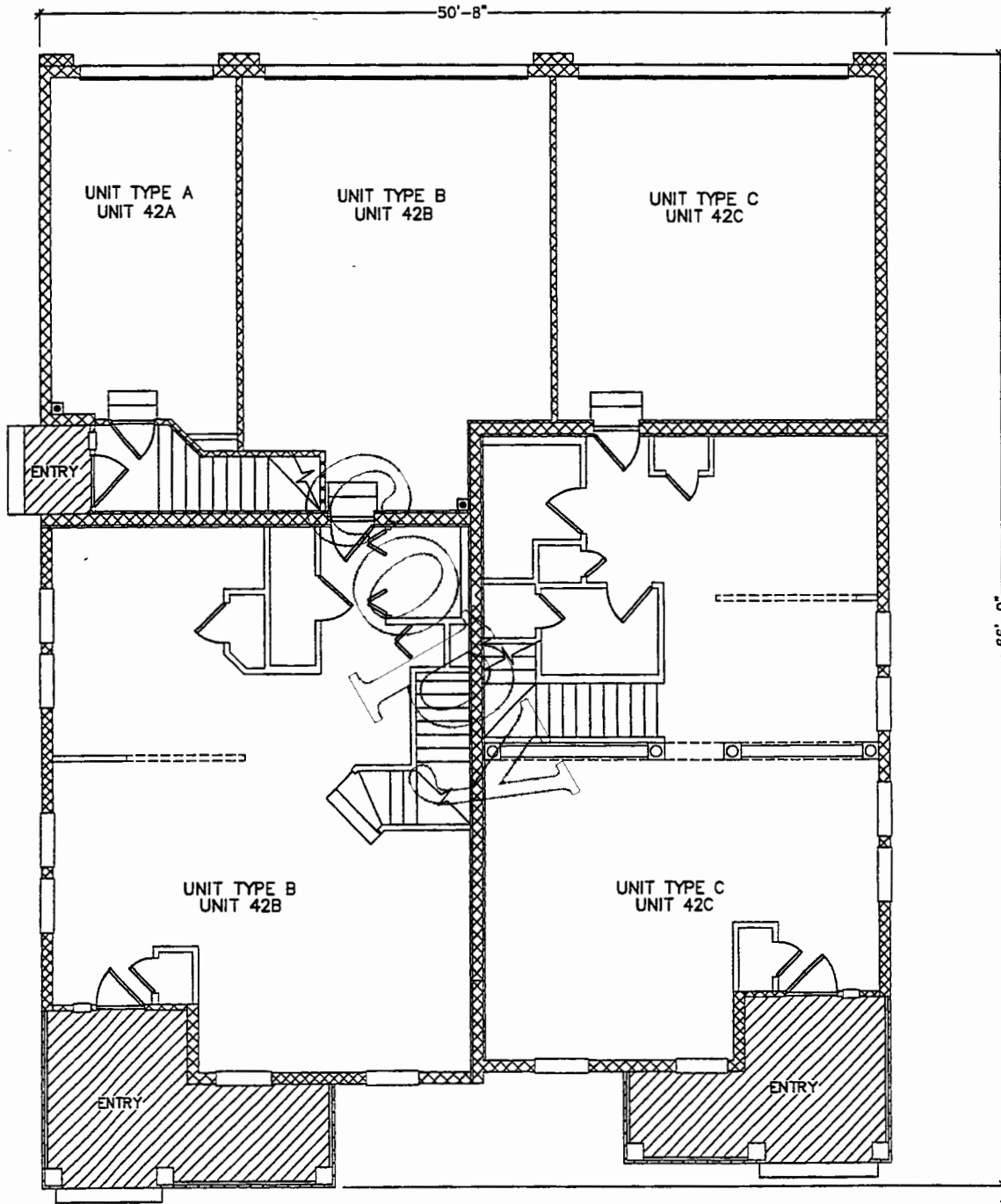
CB 8 pg 160



**AMERICAN SURVEYING & MAPPING**  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7975

# ASHLEY PARK AT HARMONY CONDOMINIUM

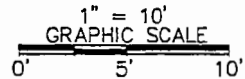
## BUILDING 42 - FIRST FLOOR





CL 2006053575

OR 3074/2829

40'-99"



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

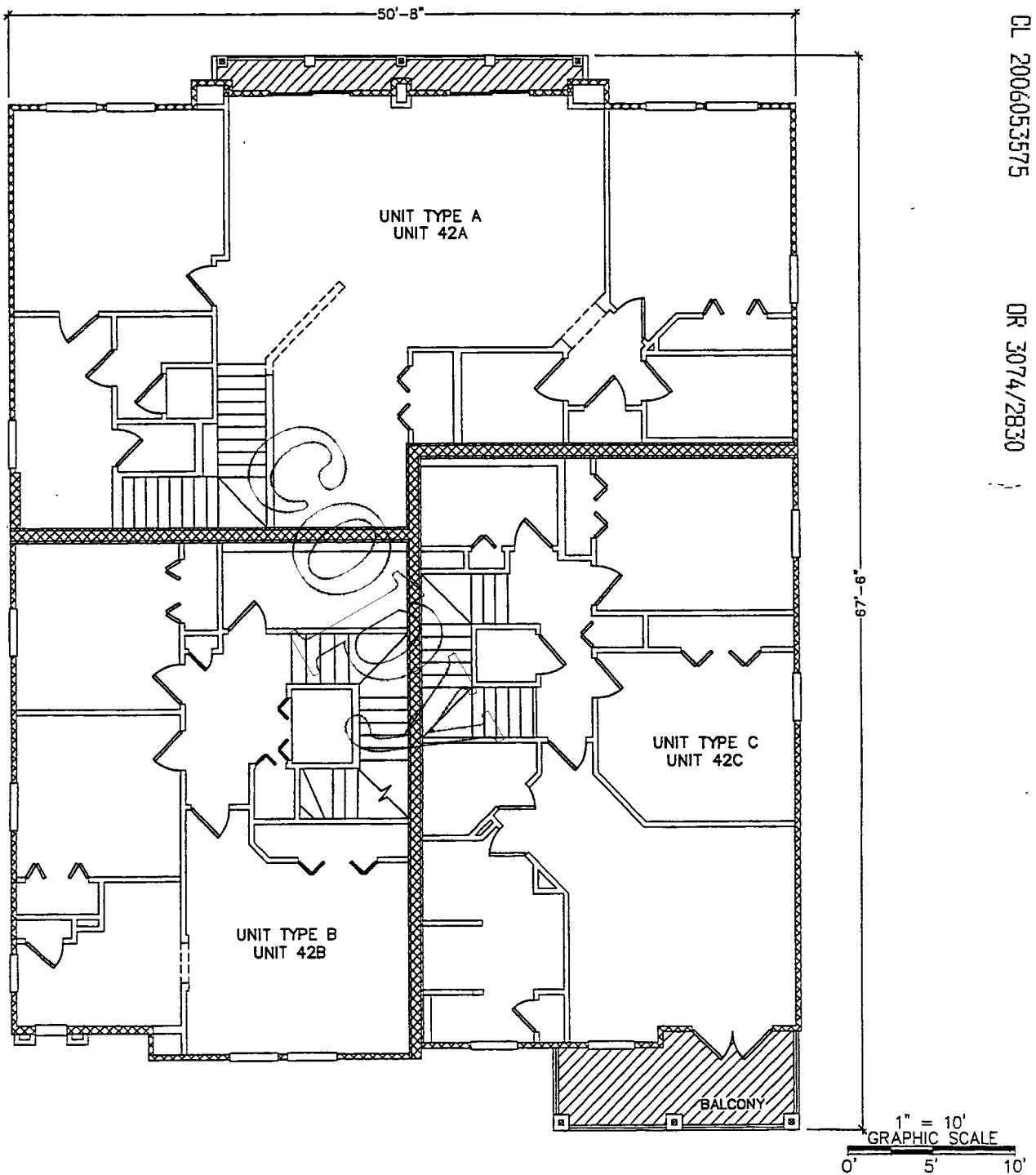
CB 8 pg 160



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7875

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 42 - SECOND FLOOR



CL 2006053575

DR 3074/2830

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 160

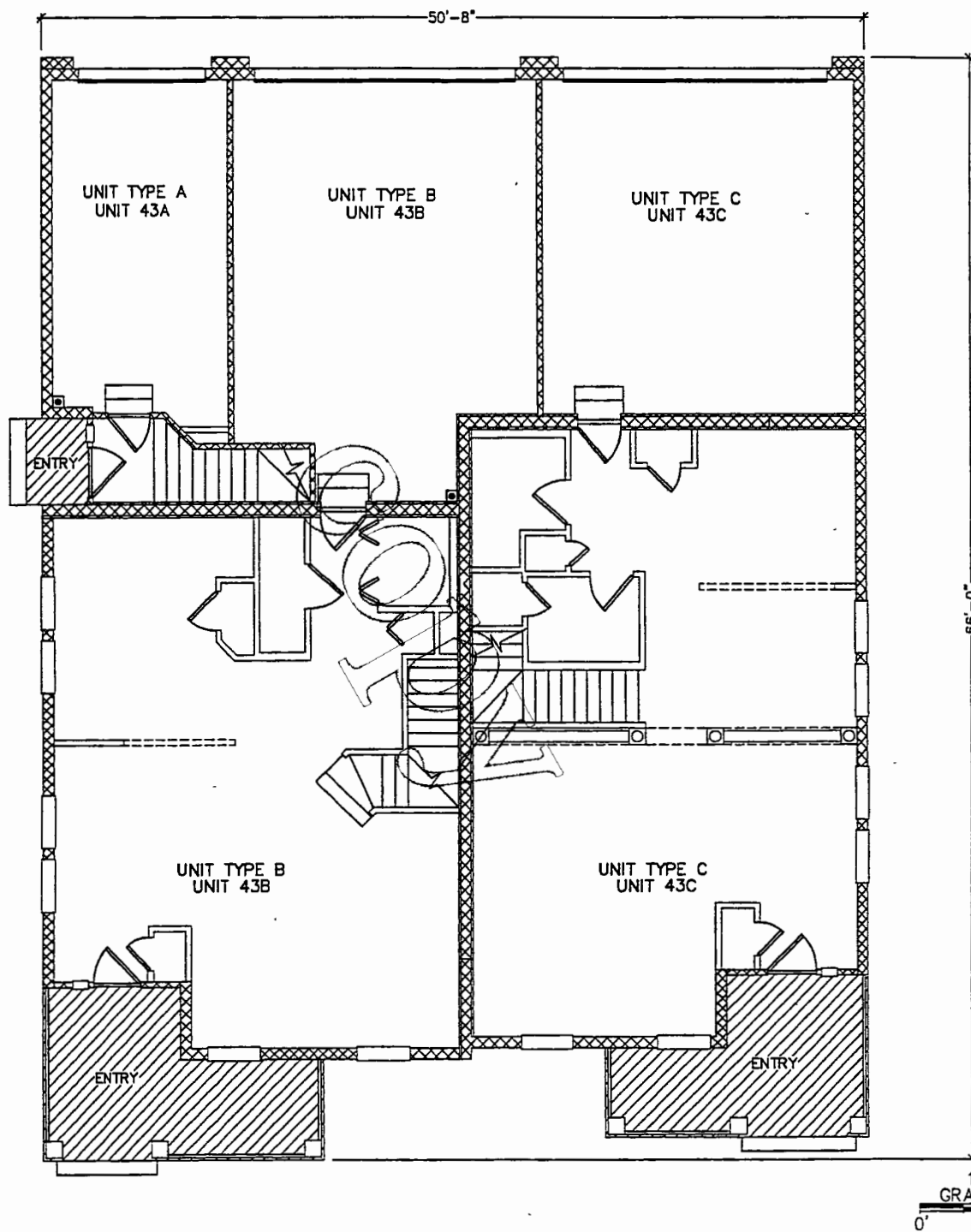


AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7879

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 43 - FIRST FLOOR



CL 2006053575

DR 3074/2831



### LEGEND AND ABBREVIATIONS

- = LIMIT COMMON ELEMENT
- = COMMON ELEMENT

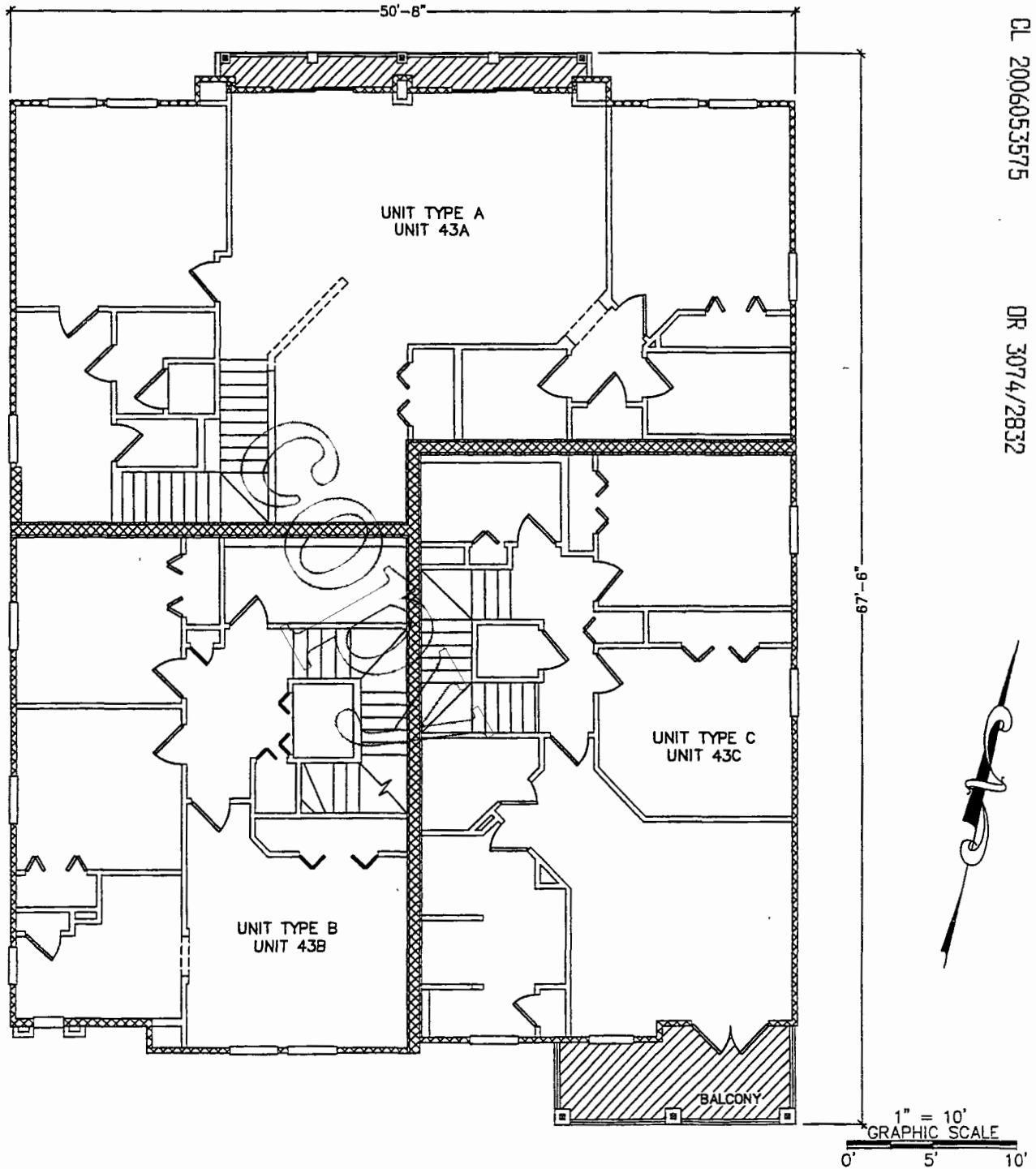
CB 8 pg 161

# ASMA

AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 43 - SECOND FLOOR





DL 2006053575

DR 3074/2832



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

*CB8 pg 161*



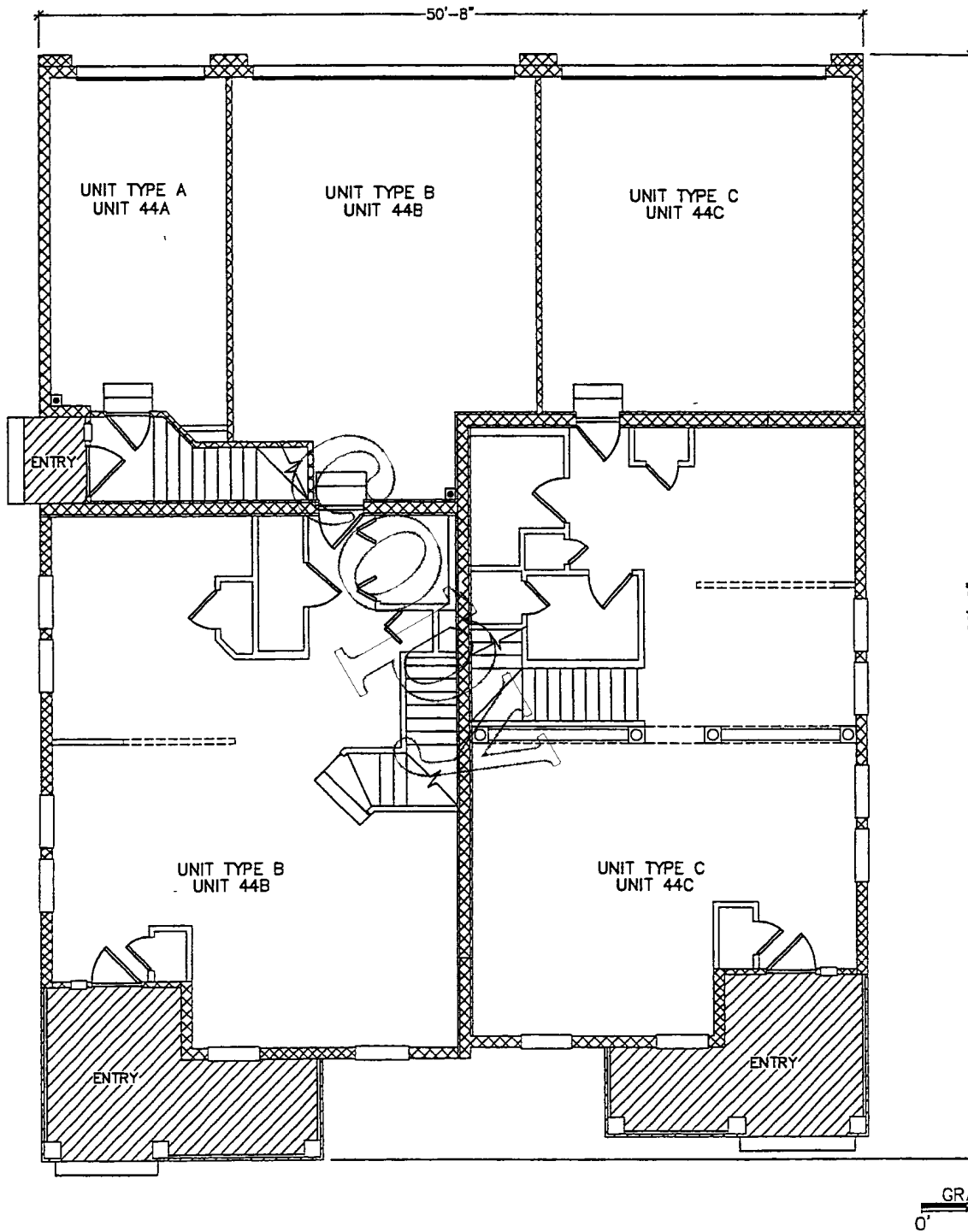
AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 425-7979



# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 44 - FIRST FLOOR





CL 2006053575

DR 3074/2833



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 161

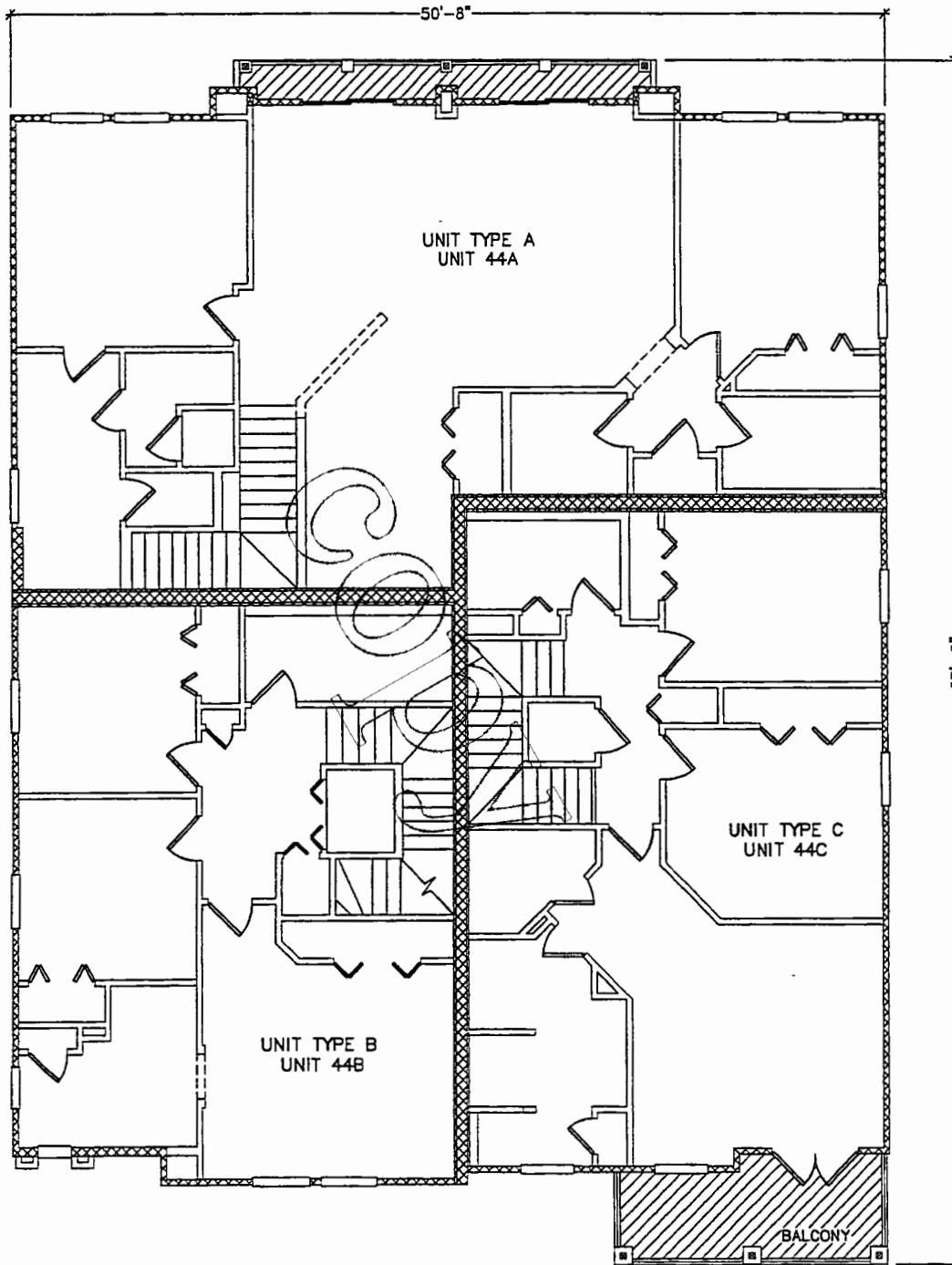


**ASAM**  
PC

AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 44 - SECOND FLOOR



CL 2006053575

DR 3074/2834

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

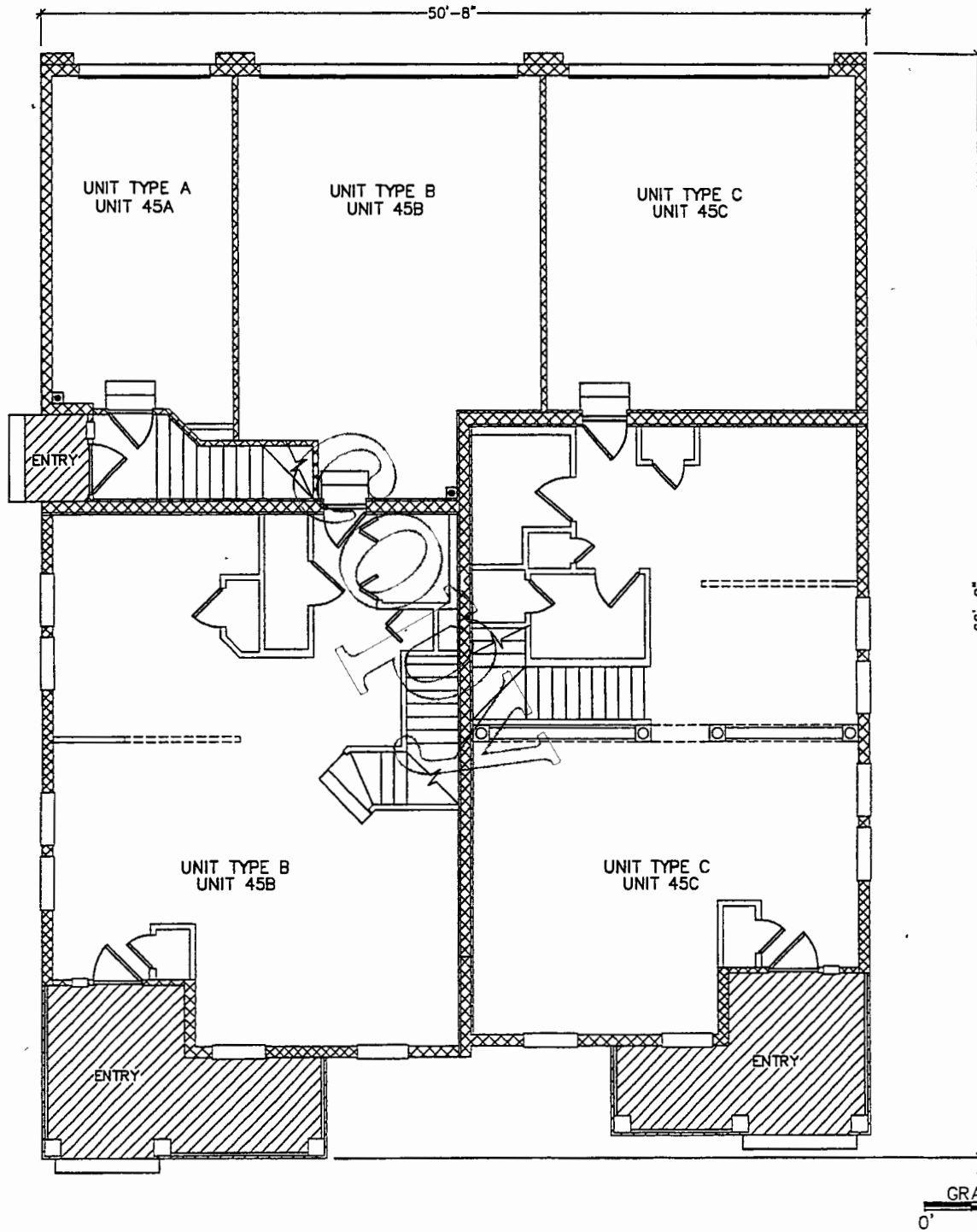
*CB 8 pg 161*



AMERICAN SURVEYING & MAPPING  
1030 N ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 45 - FIRST FLOOR





CL 2006053575

DR 3074/2835



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

*CB8 pg 161*

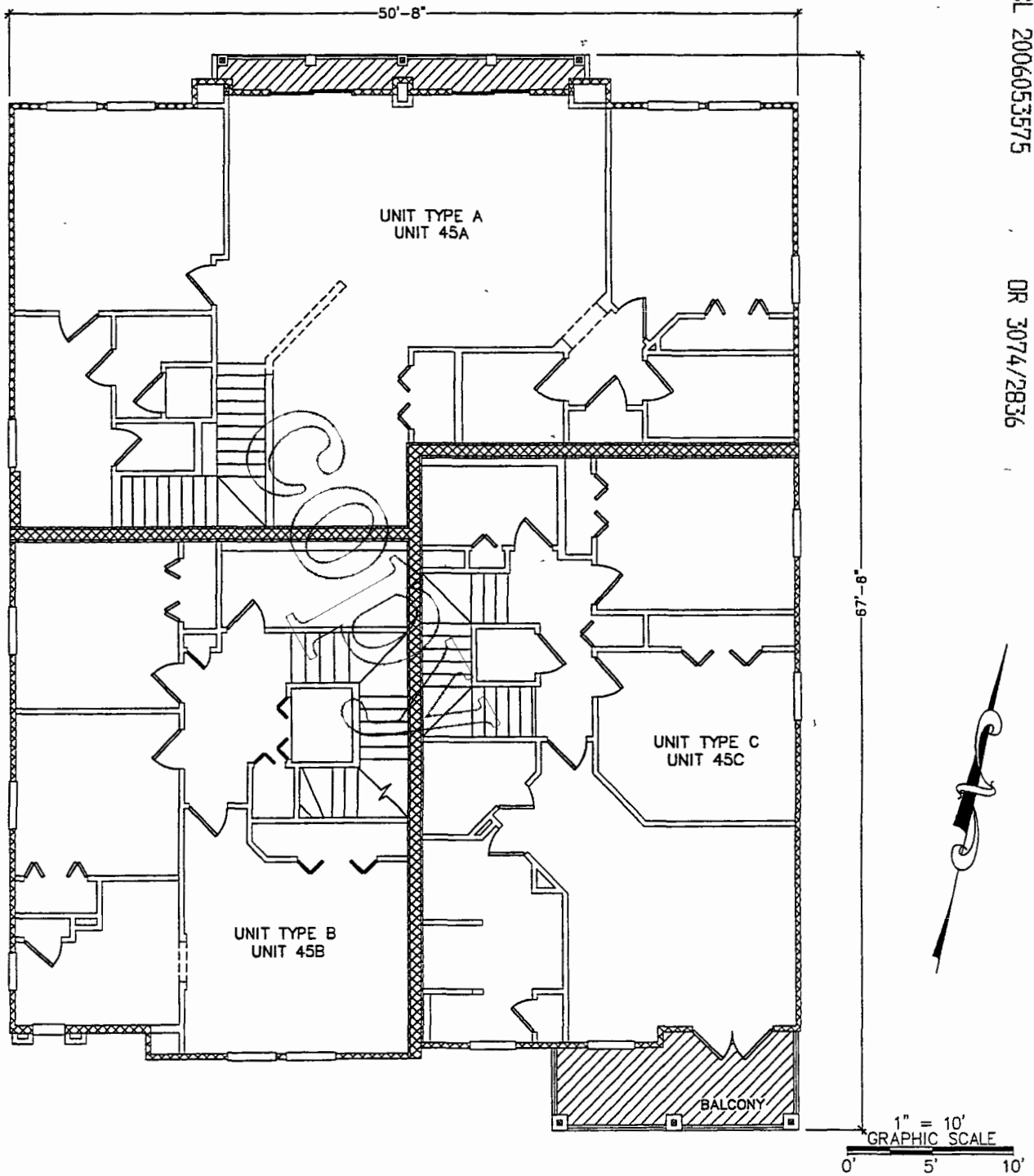


AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 45 - SECOND FLOOR




CL 2006053575

DR 3074/2836

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

*CB8 pg 161*

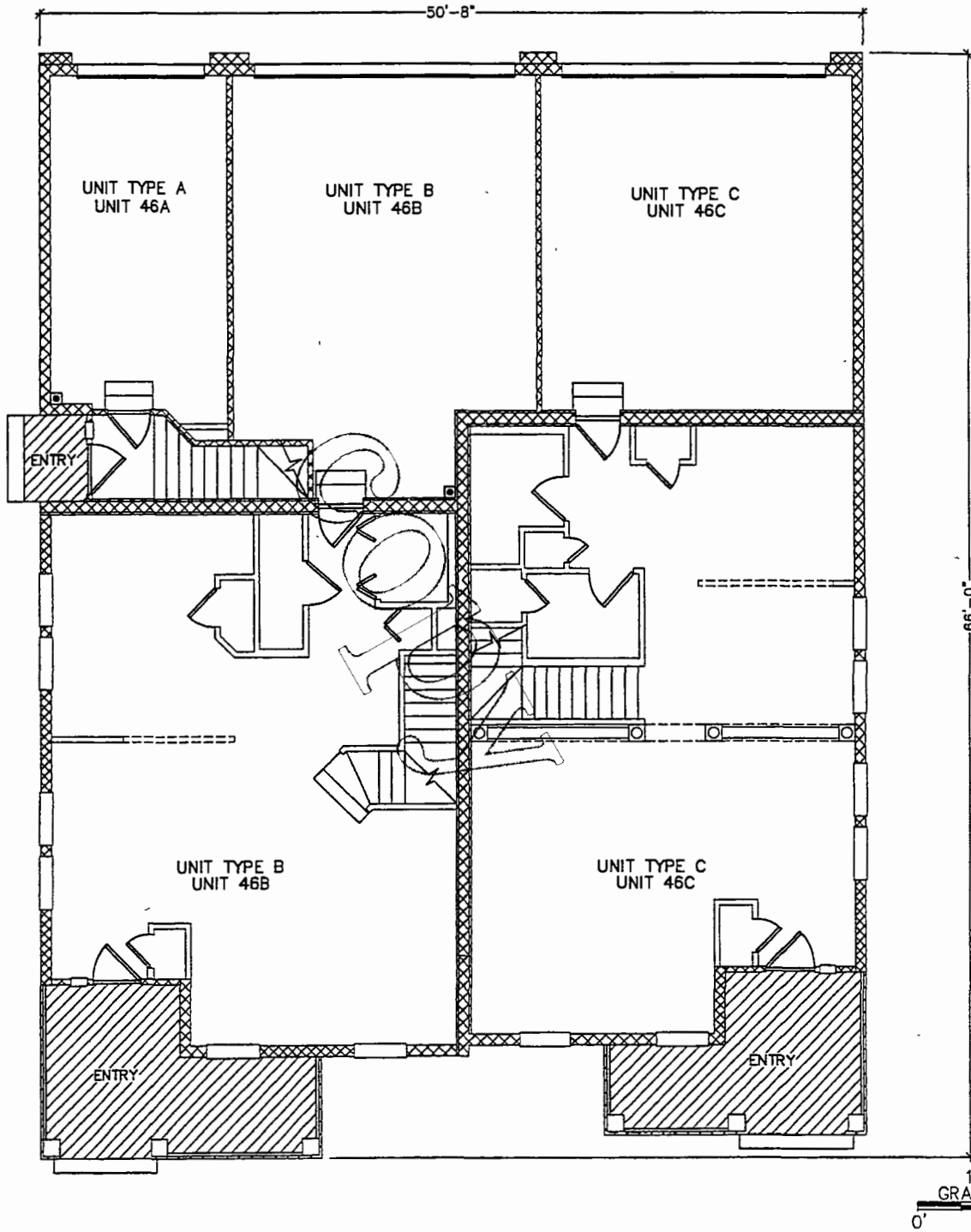


**ASAM**

AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 46 - FIRST FLOOR





DL 2006053575

DR 3074/2837



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

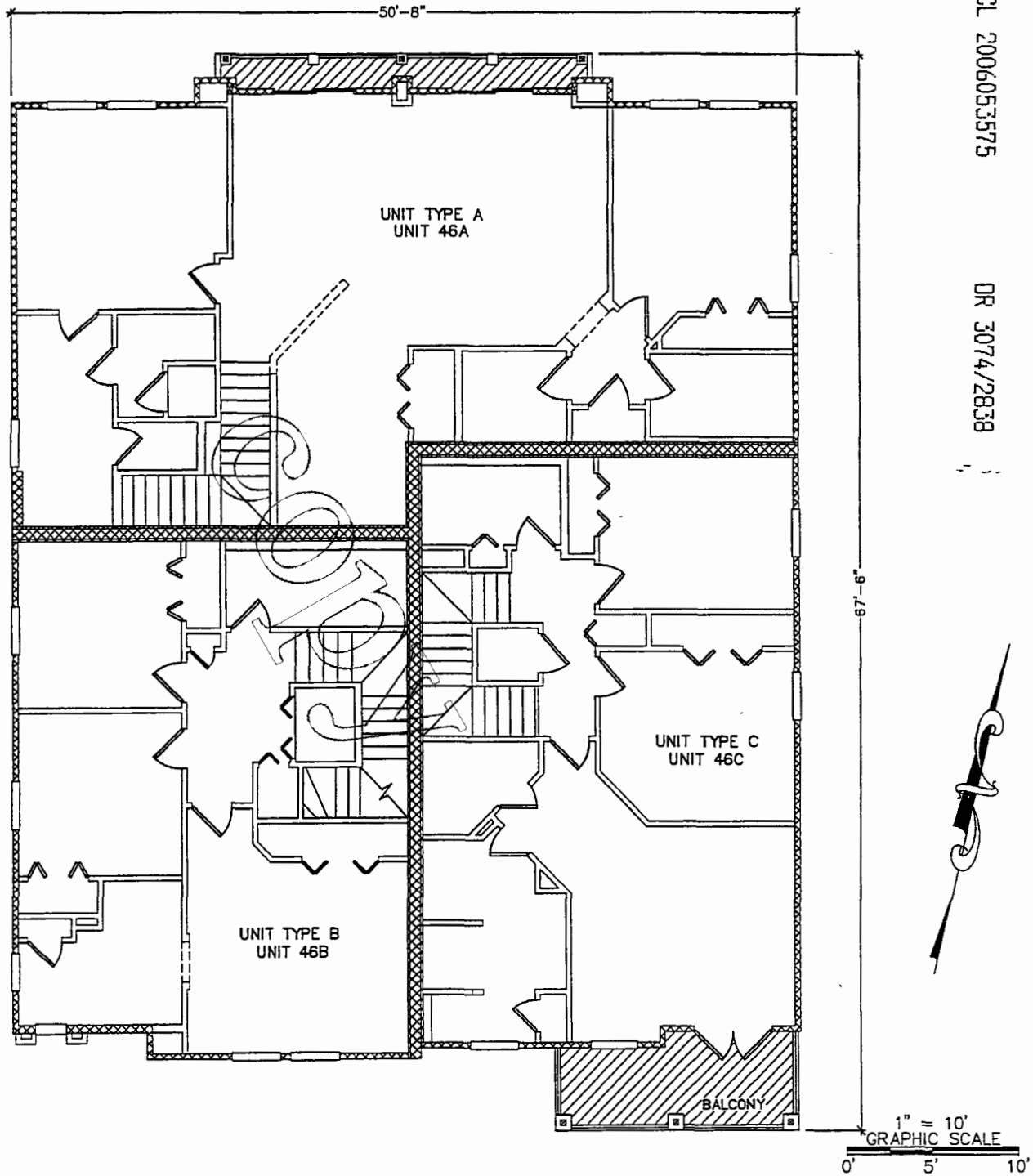
*CB 8 pg 142*



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 46 - SECOND FLOOR




CL 2006053575

DR 3074/2838

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

*CB8 pg 162*



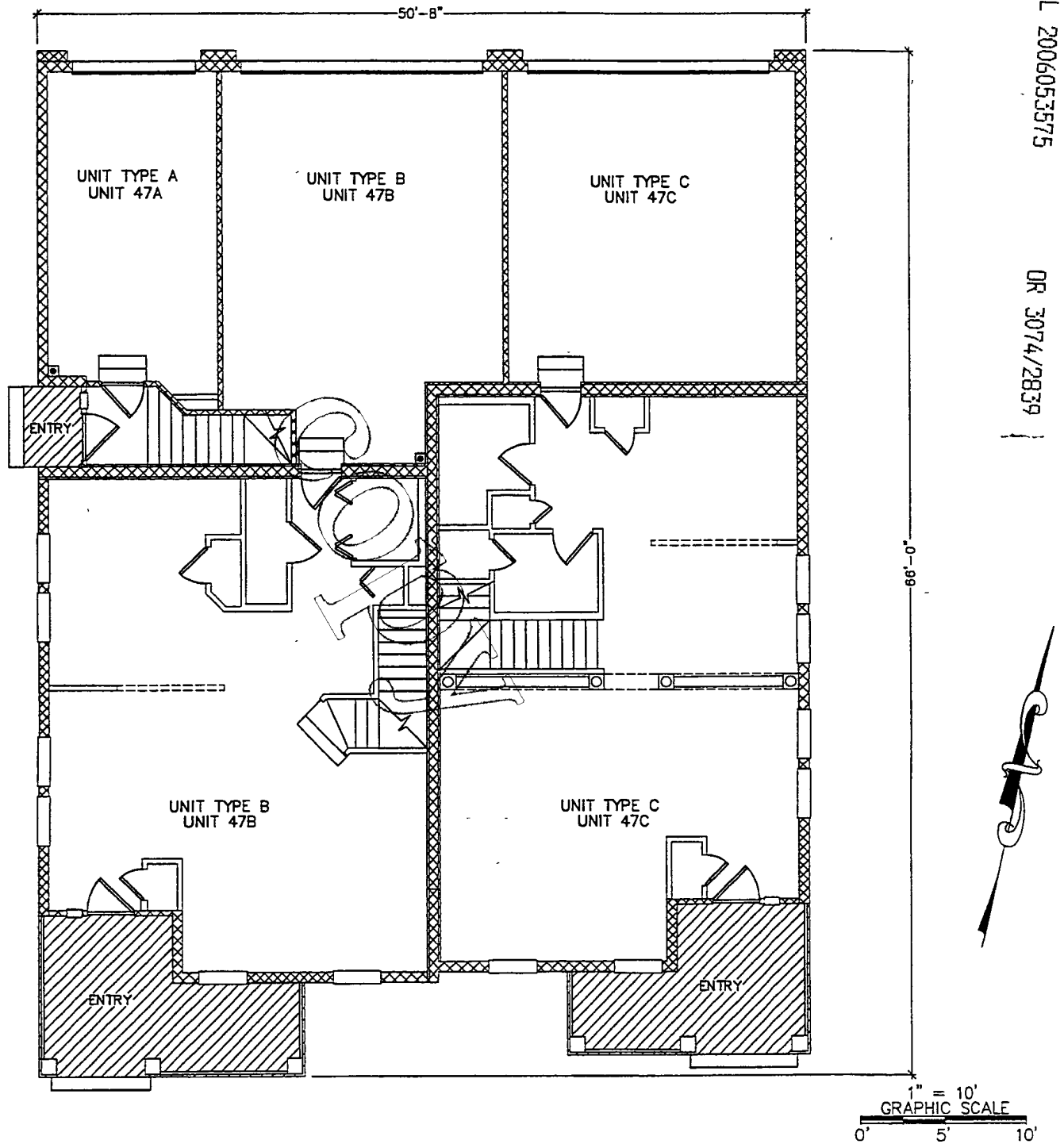
**ASMA**

AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 47 - FIRST FLOOR





CL 2006053575

OR 3074/2839



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

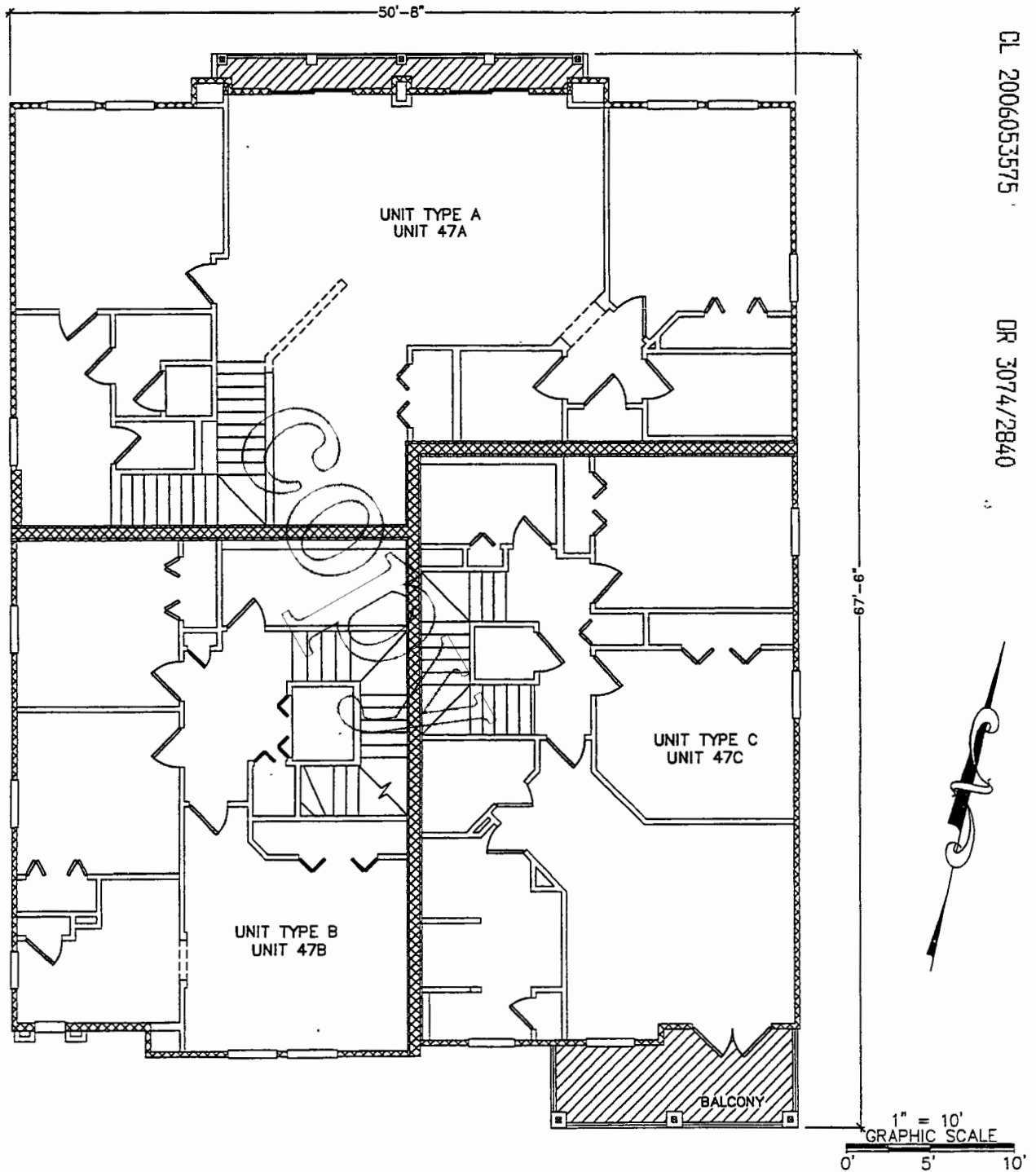
038 pg 162



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 47 - SECOND FLOOR



CL 2006053575

DR 3074/2840

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

*CB8 pg 112*

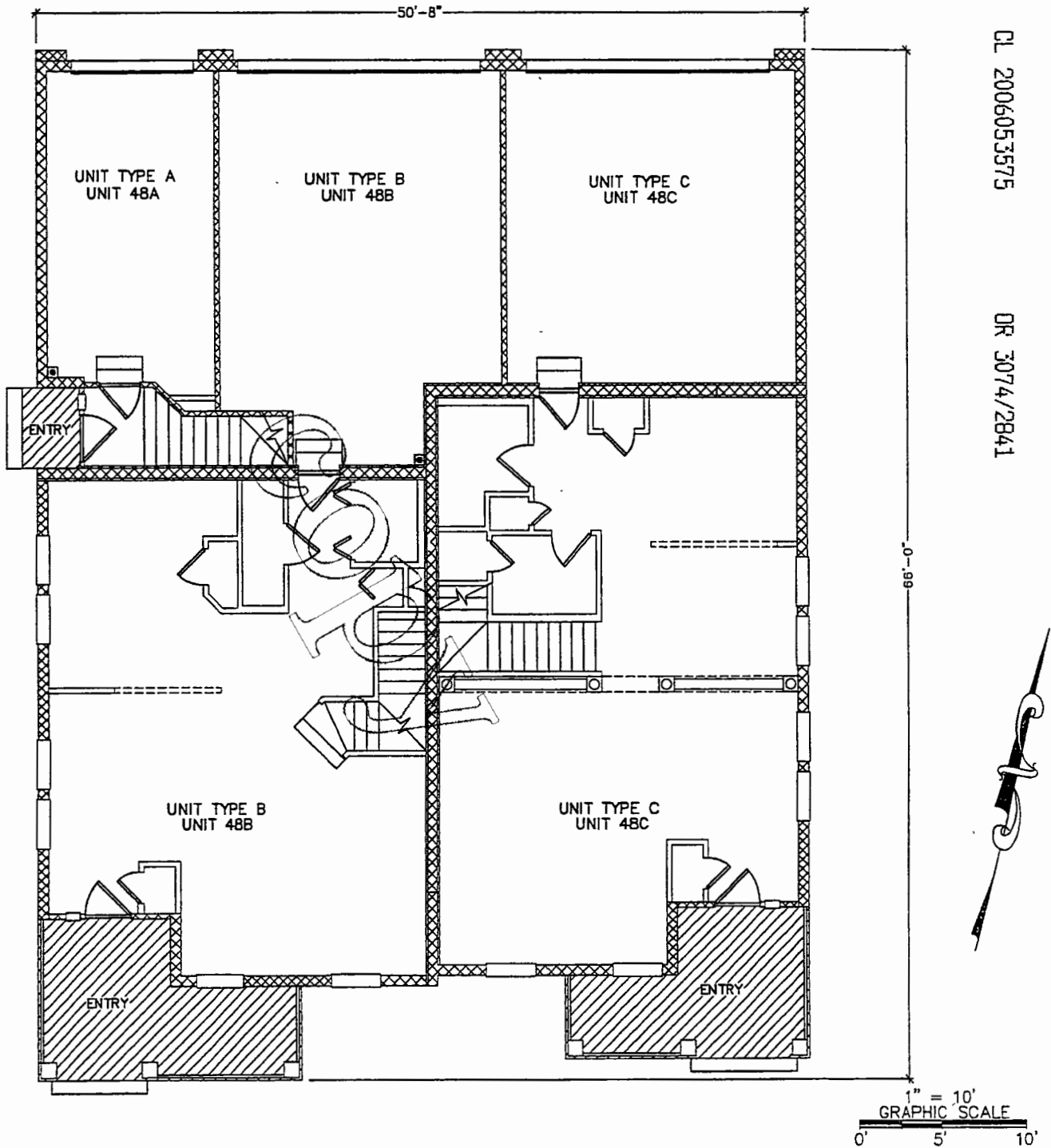


AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979



# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 48 - FIRST FLOOR



CL 2006053575

DR 3074/2841



### LEGEND AND ABBREVIATIONS

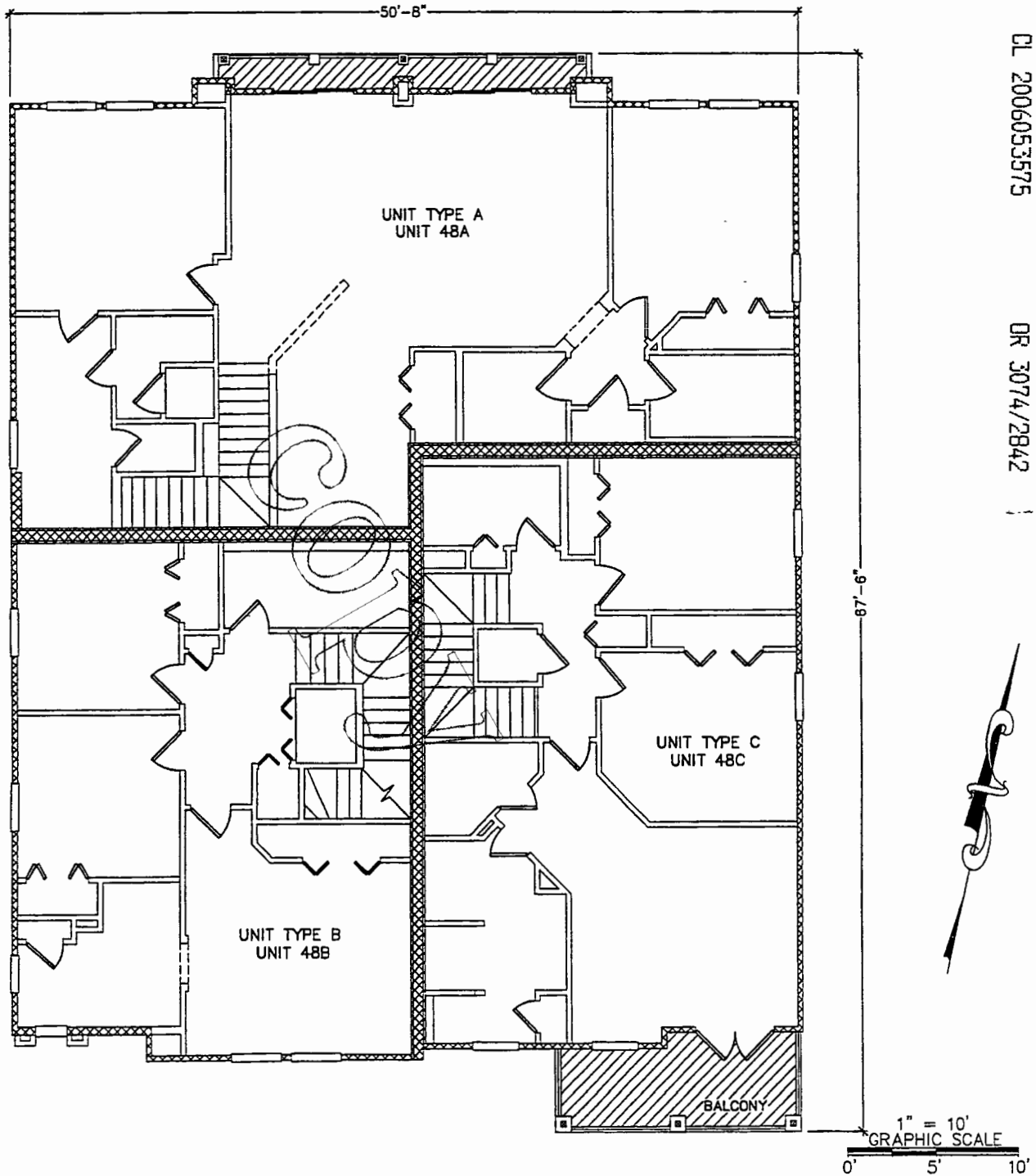
- = LIMIT COMMON ELEMENT
- = COMMON ELEMENT

*CB8 pg 162*

**ASAM**  
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 48 - SECOND FLOOR




CL 2006053575

DR 3074/2842

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

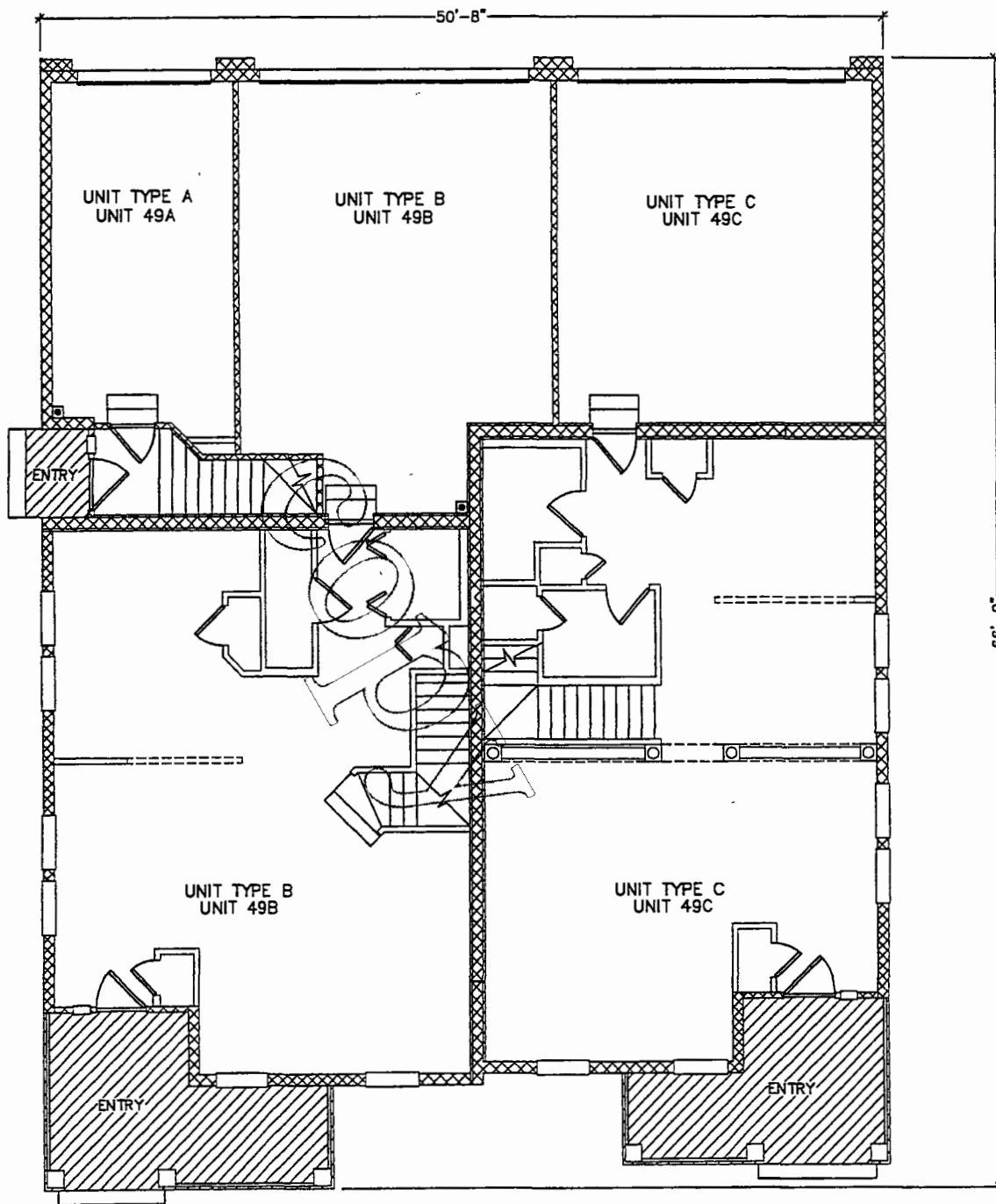
*CB 8 of 162*



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7879

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 49 - FIRST FLOOR



CL 2006053575



DR 3074/2843

60'-9"

1" = 10'  
GRAPHIC SCALE

0' 5' 10'

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 09/16/03

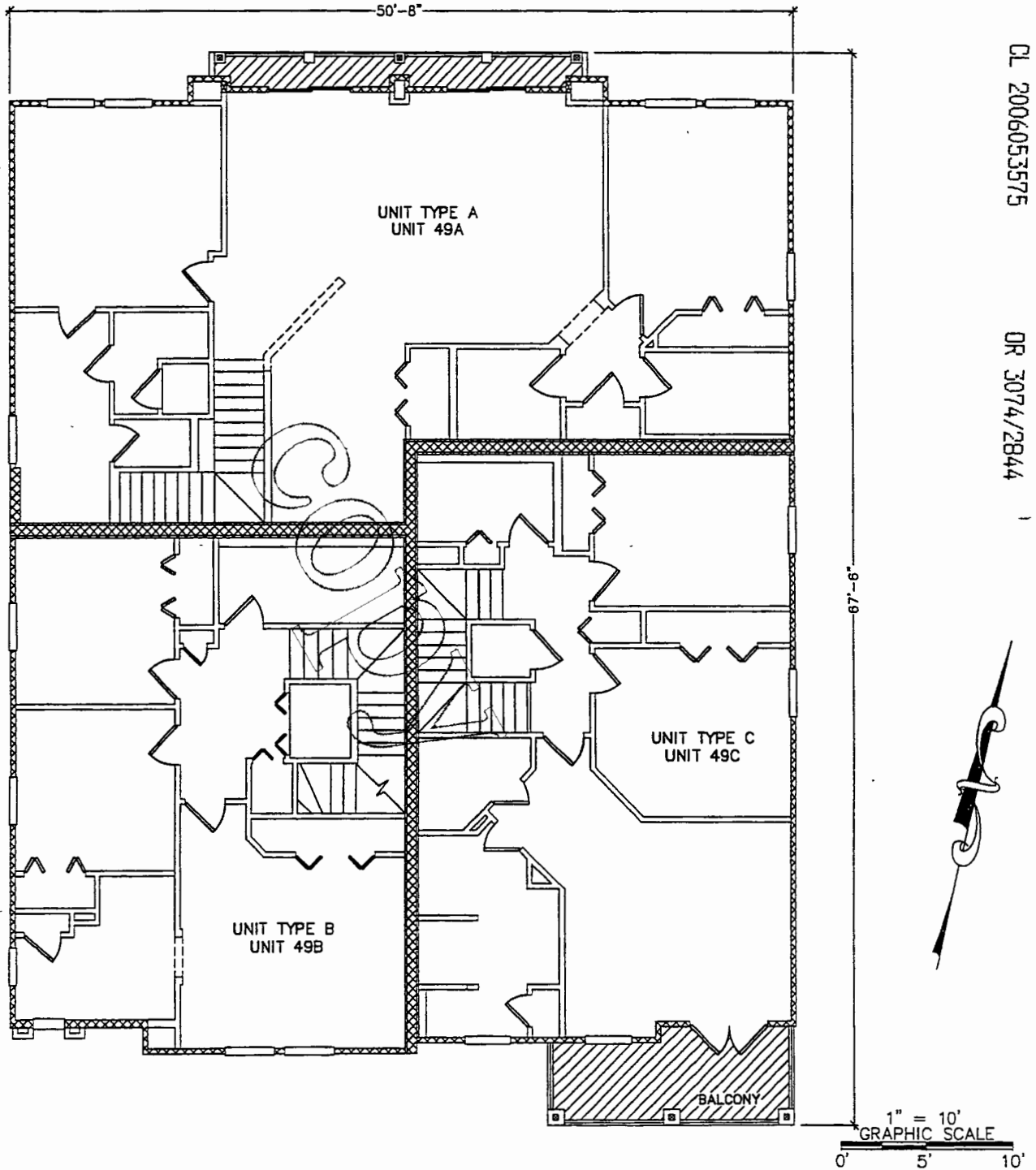


AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 49 - SECOND FLOOR



CL 2006053575

OR 3074/2844

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

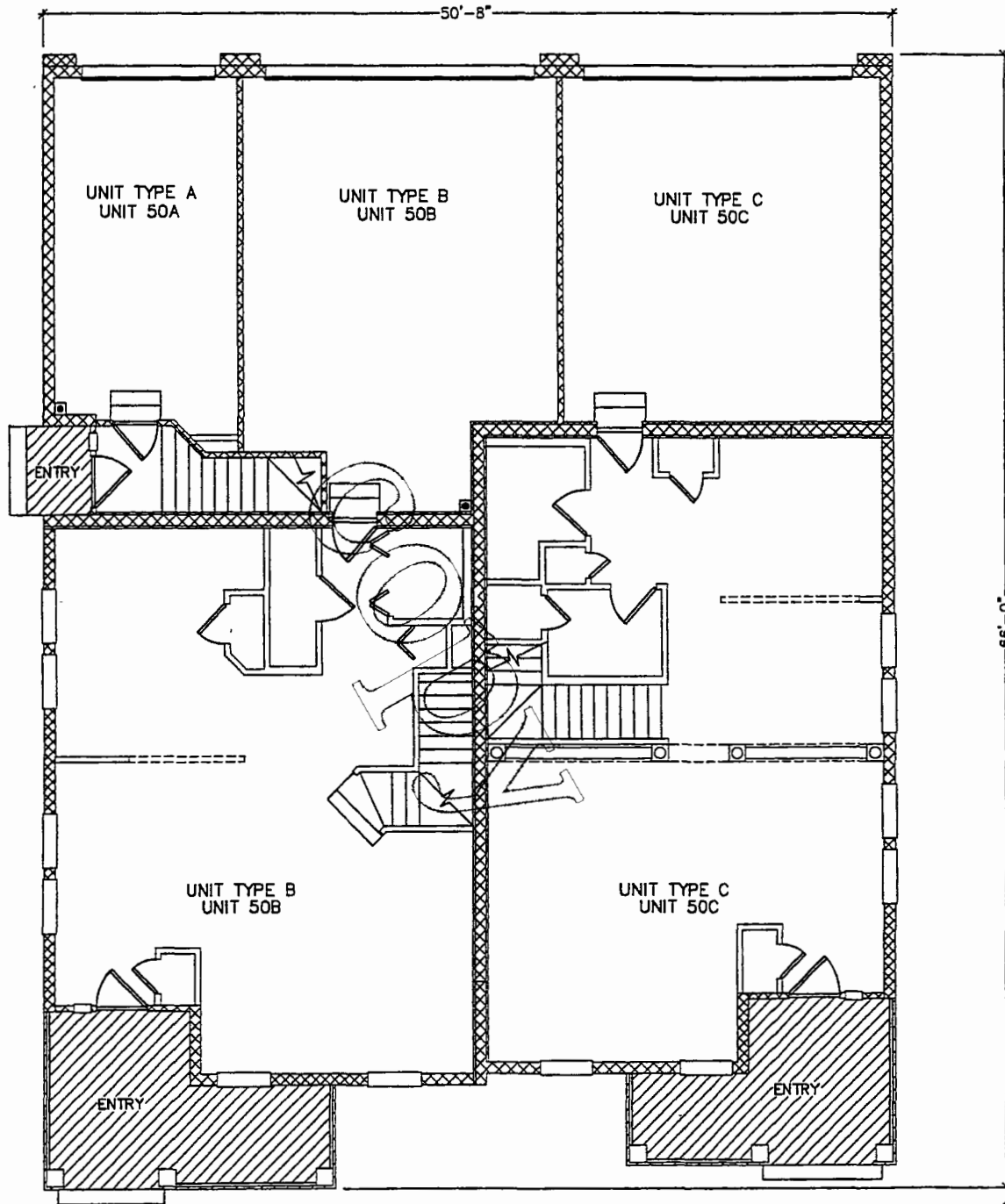
CB8 pg 143



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 50 - FIRST FLOOR





CL 2006053575

DR 3074/2845

0'-99"

1" = 10'  
GRAPHIC SCALE  
0' 5' 10'

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

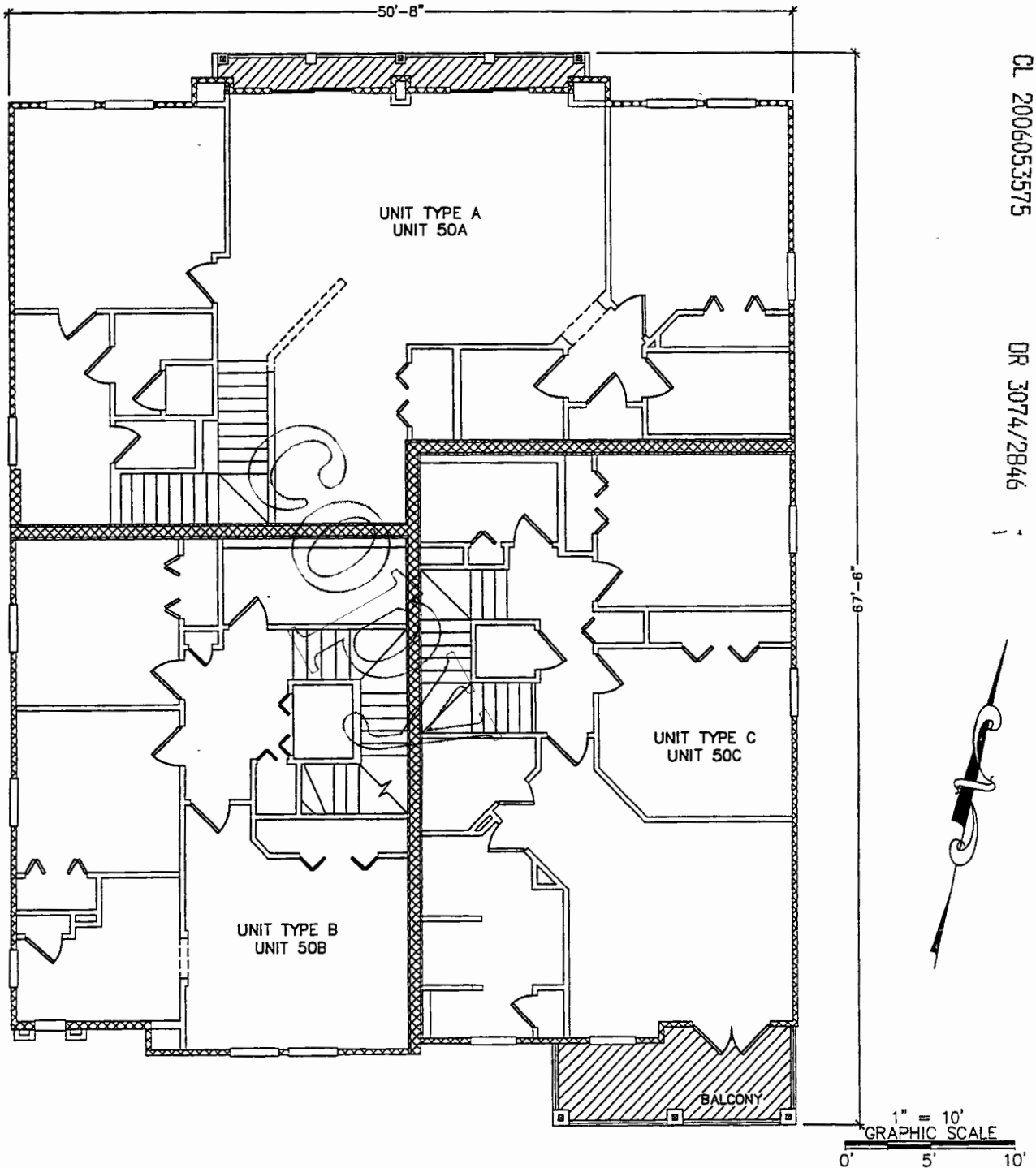
CB 8 pg 183





AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 50 - SECOND FLOOR



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB8 pg 163

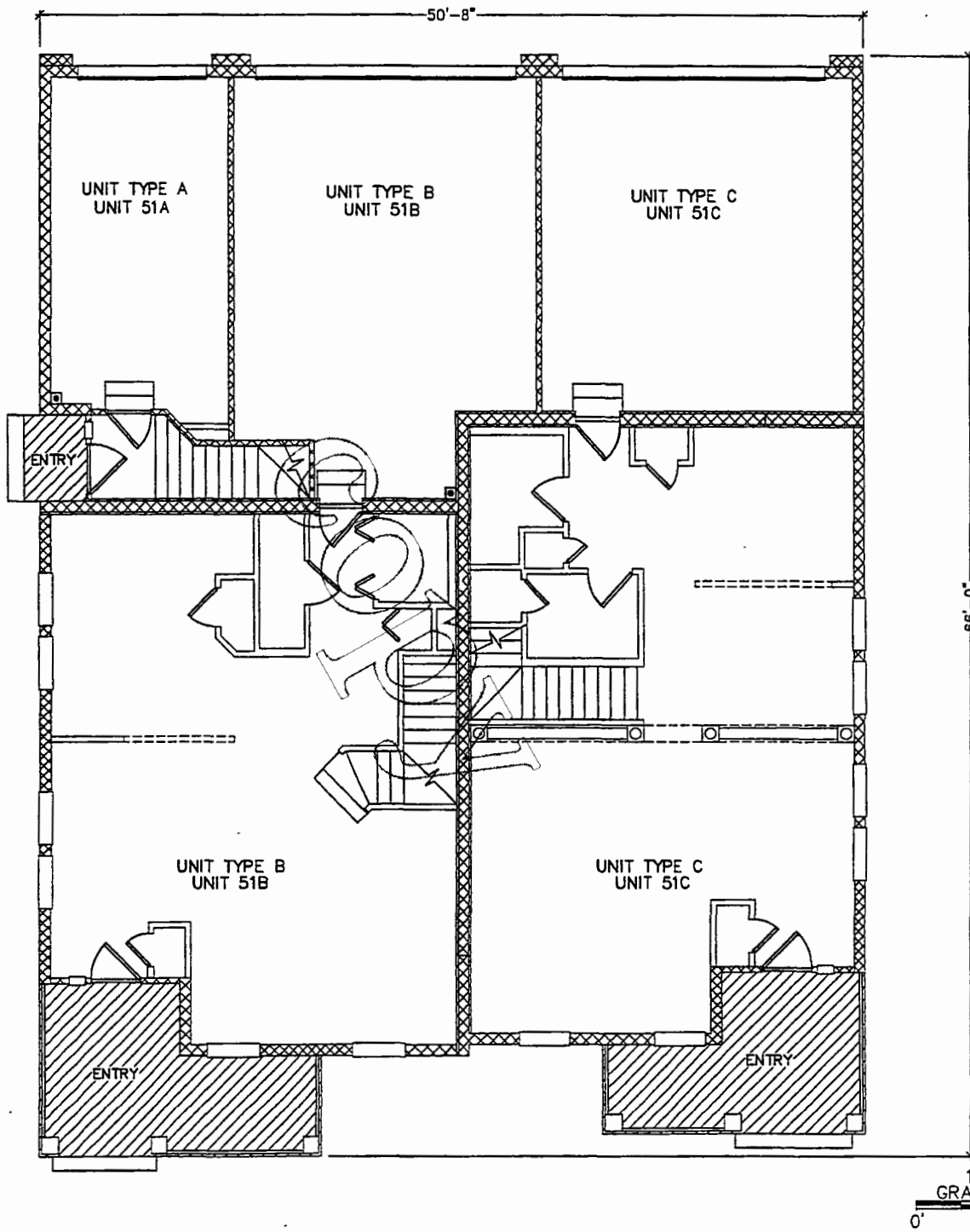


AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 51 - FIRST FLOOR





CL 2006053575


DR 3074/2847



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

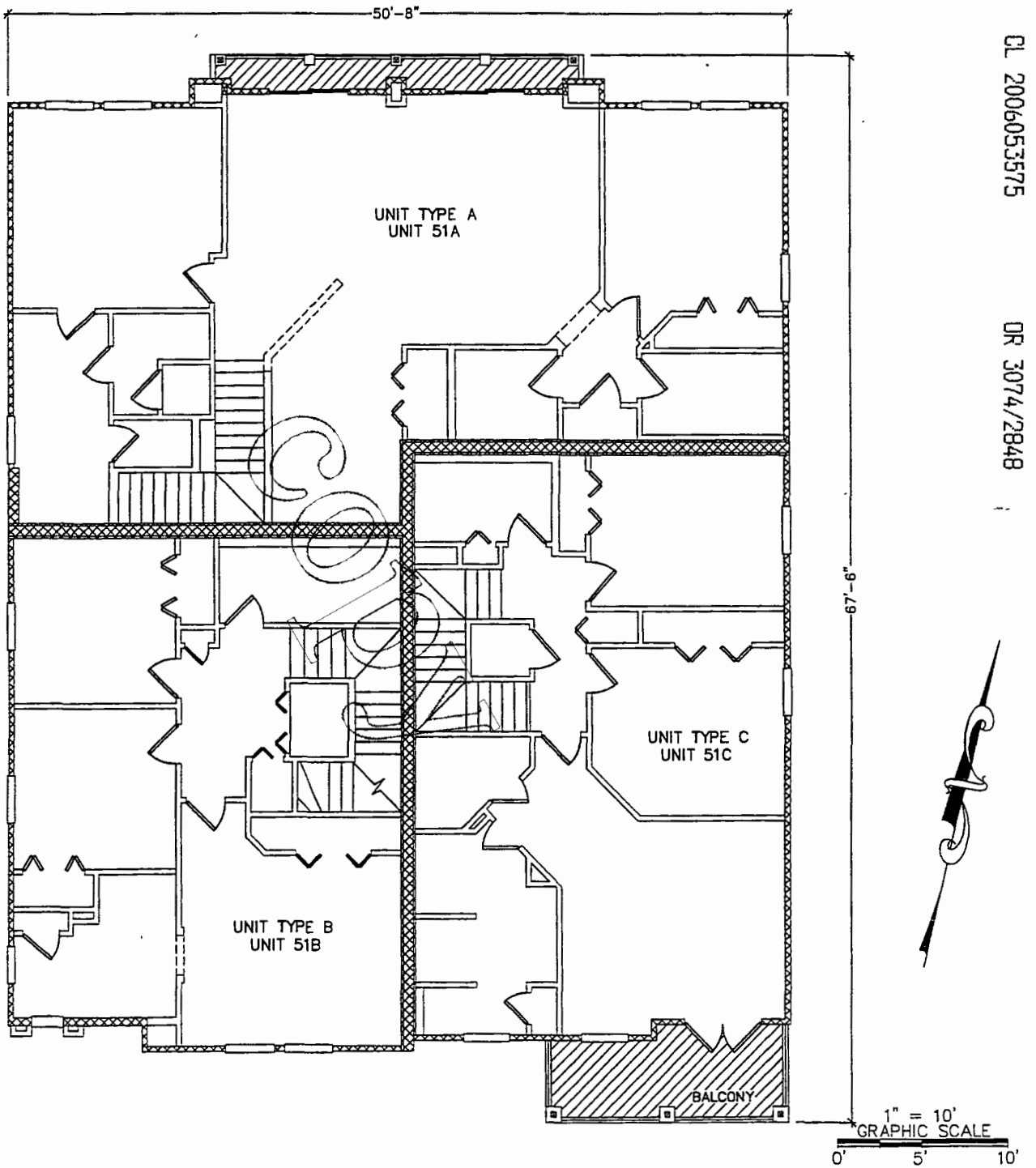
CB8 pg 1163





AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 51 - SECOND FLOOR



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 163



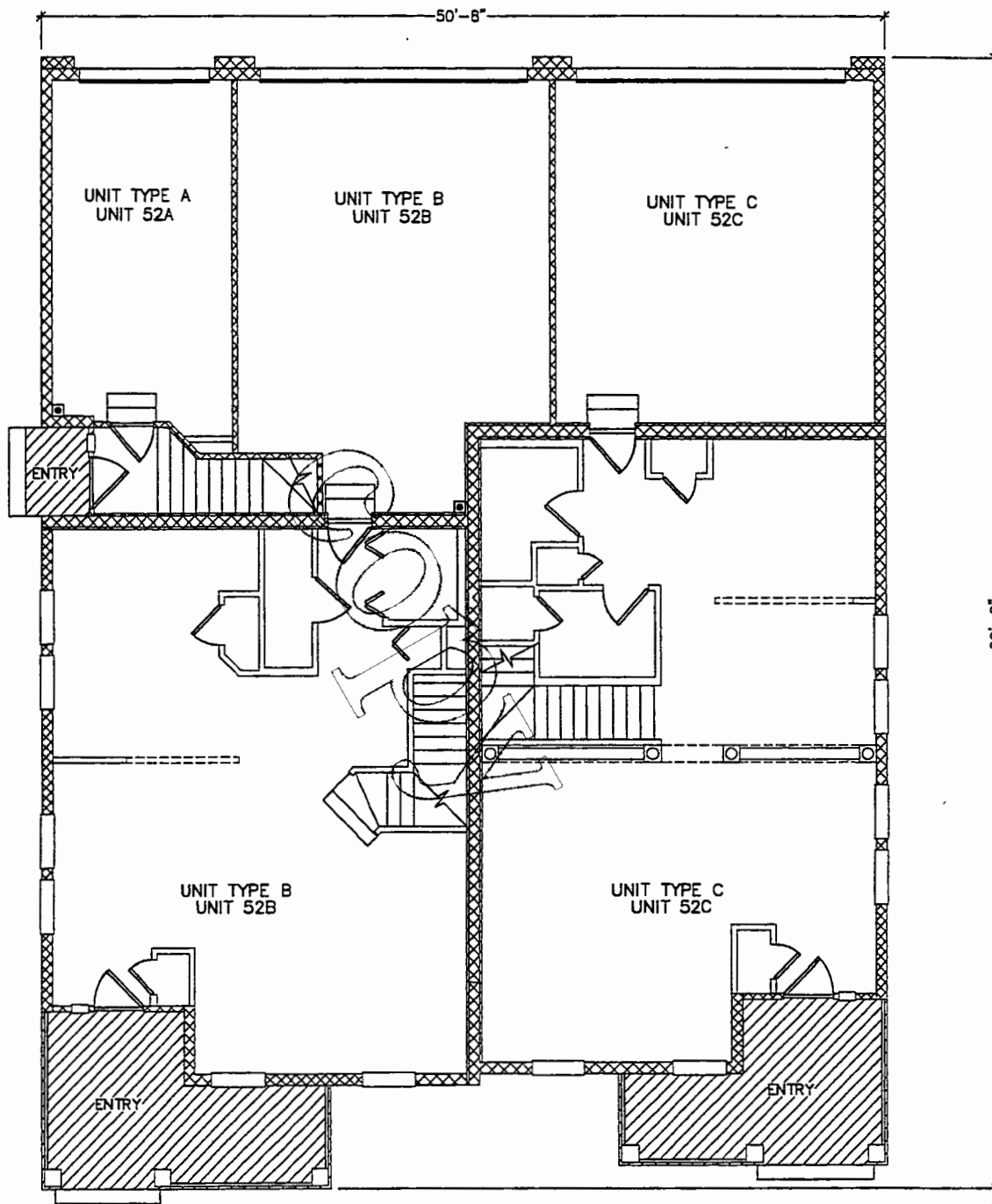
**ASMA**

AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 425-7979



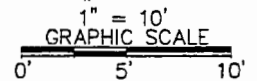
# ASHLEY PARK AT HARMONY CONDOMINIUM

## BUILDING 52 - FIRST FLOOR





CL 2006053575

DR 3074/2849



### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

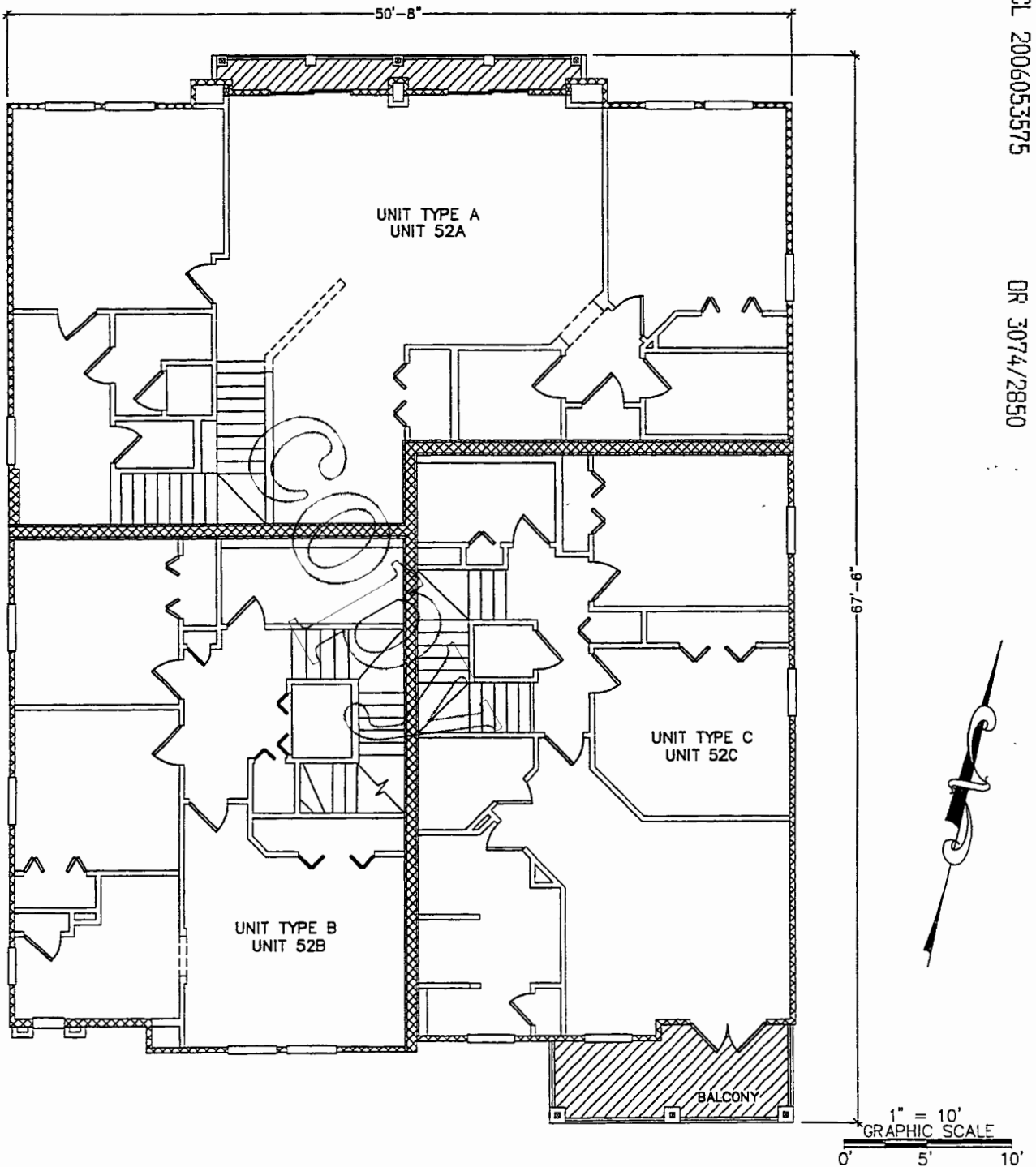
CB 8 pg 164



**ASMA**  
AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 52 - SECOND FLOOR



CL 2006053575

DR 3074/2850

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

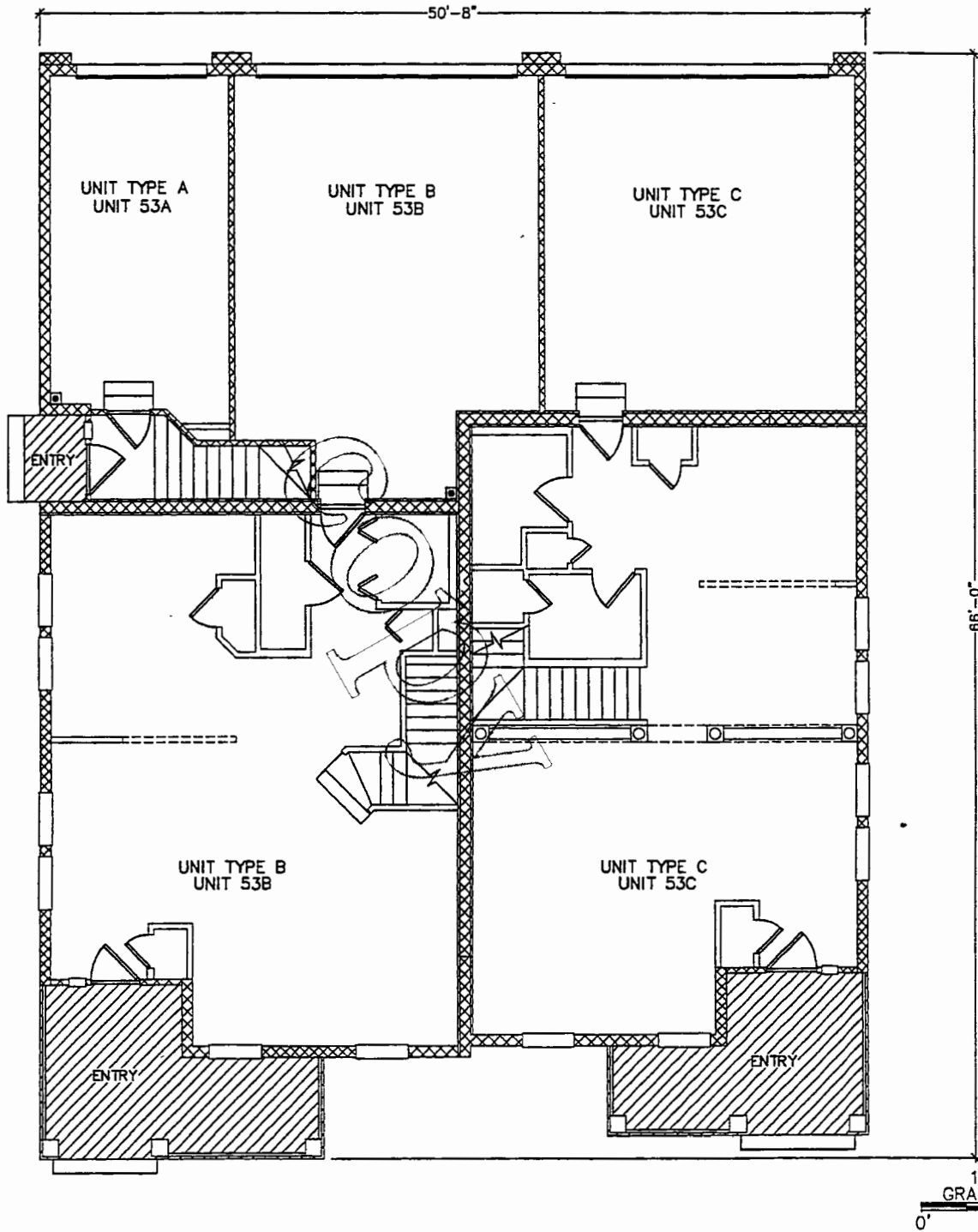
*CB 8 pg 164*



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 53 - FIRST FLOOR



CL 2006053575

OR 3074/2851

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

*CB 8 pg 164*

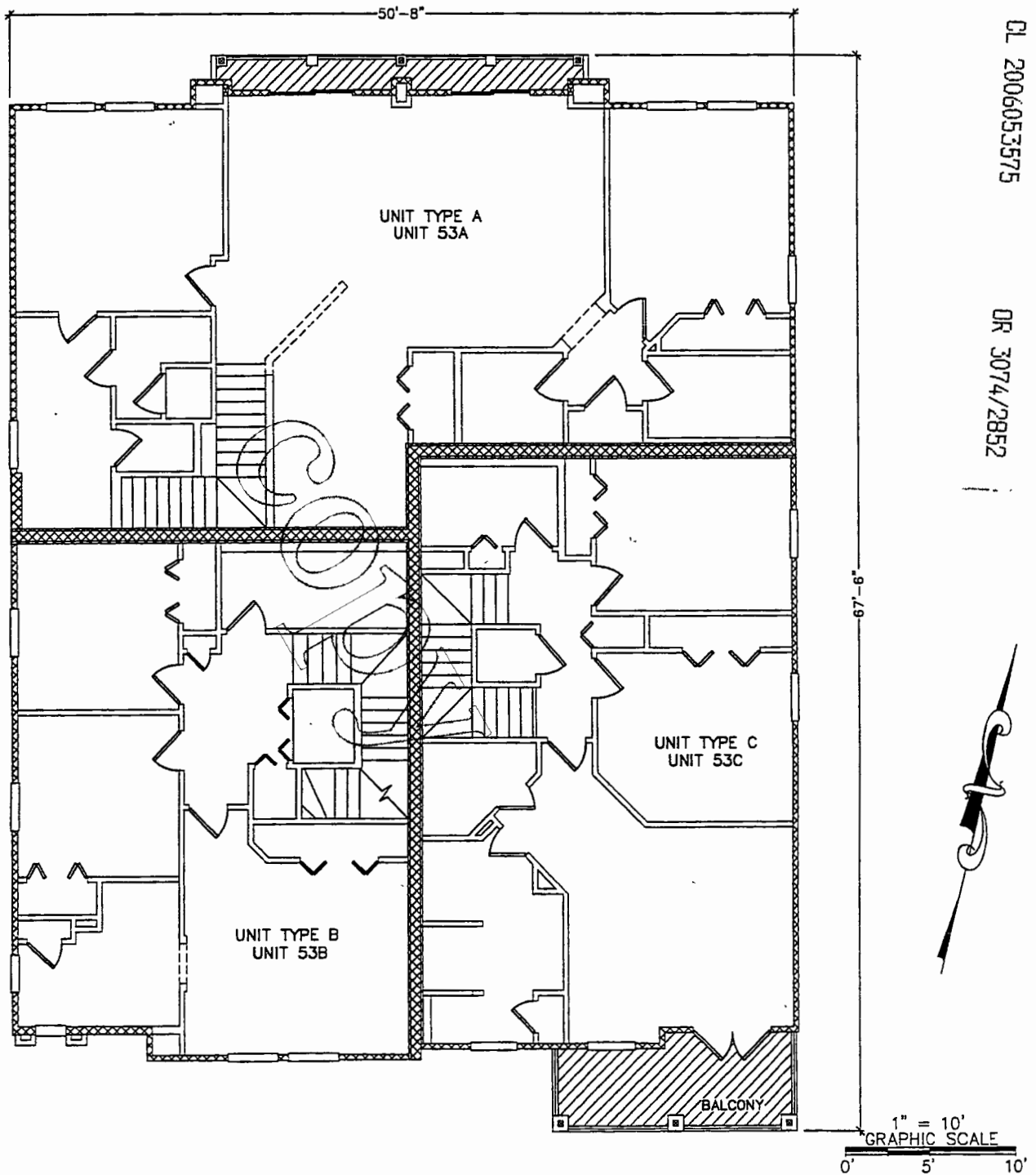


**ASMA**  
INC.

AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 425-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 53 - SECOND FLOOR



DL 2006053575

DR 3074/2852

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 164



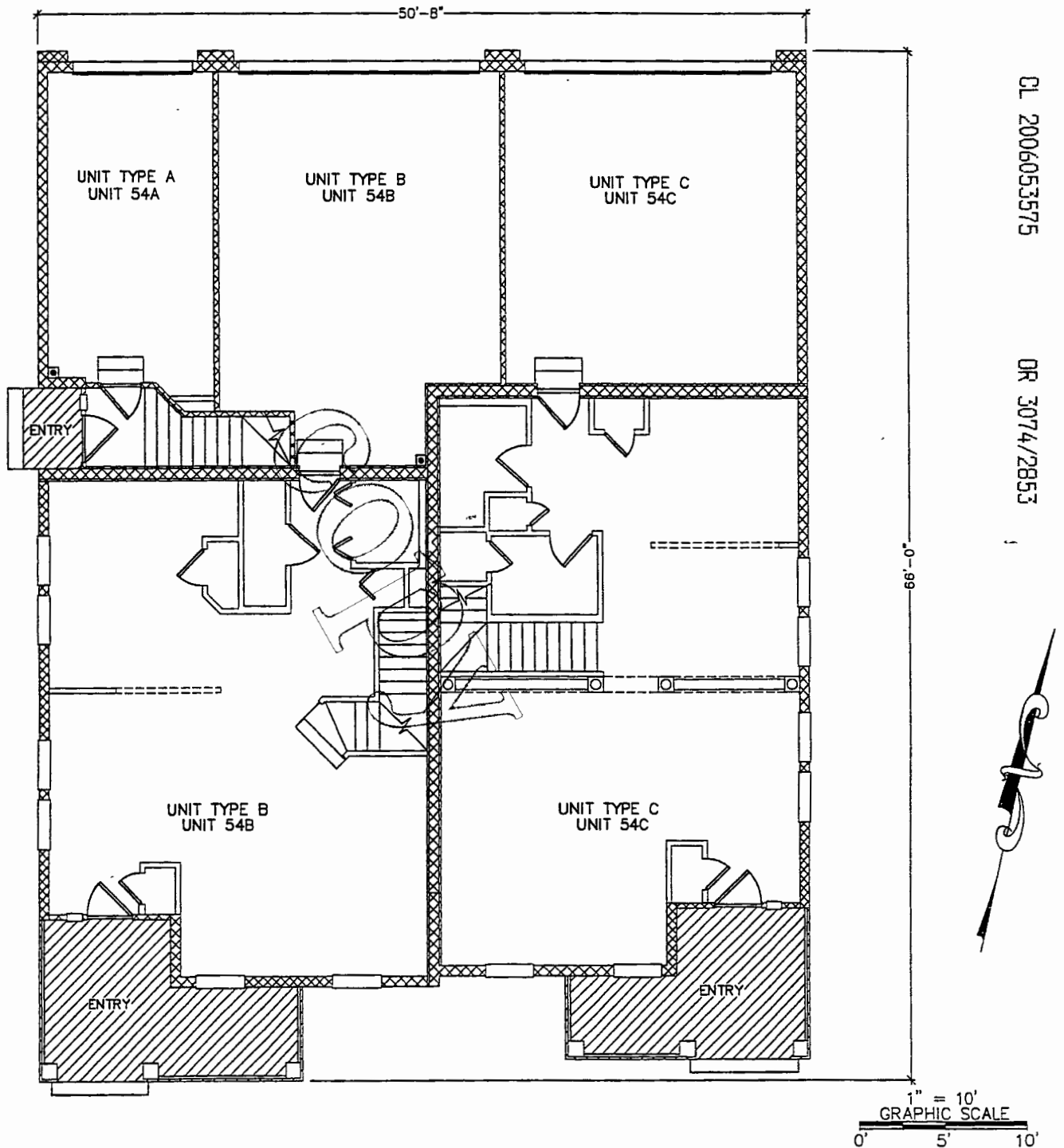
AMERICAN SURVEYING & MAPPING

1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789

(407) 426-7979

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 54 - FIRST FLOOR




CL 2006053575

DR 3074/2853

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

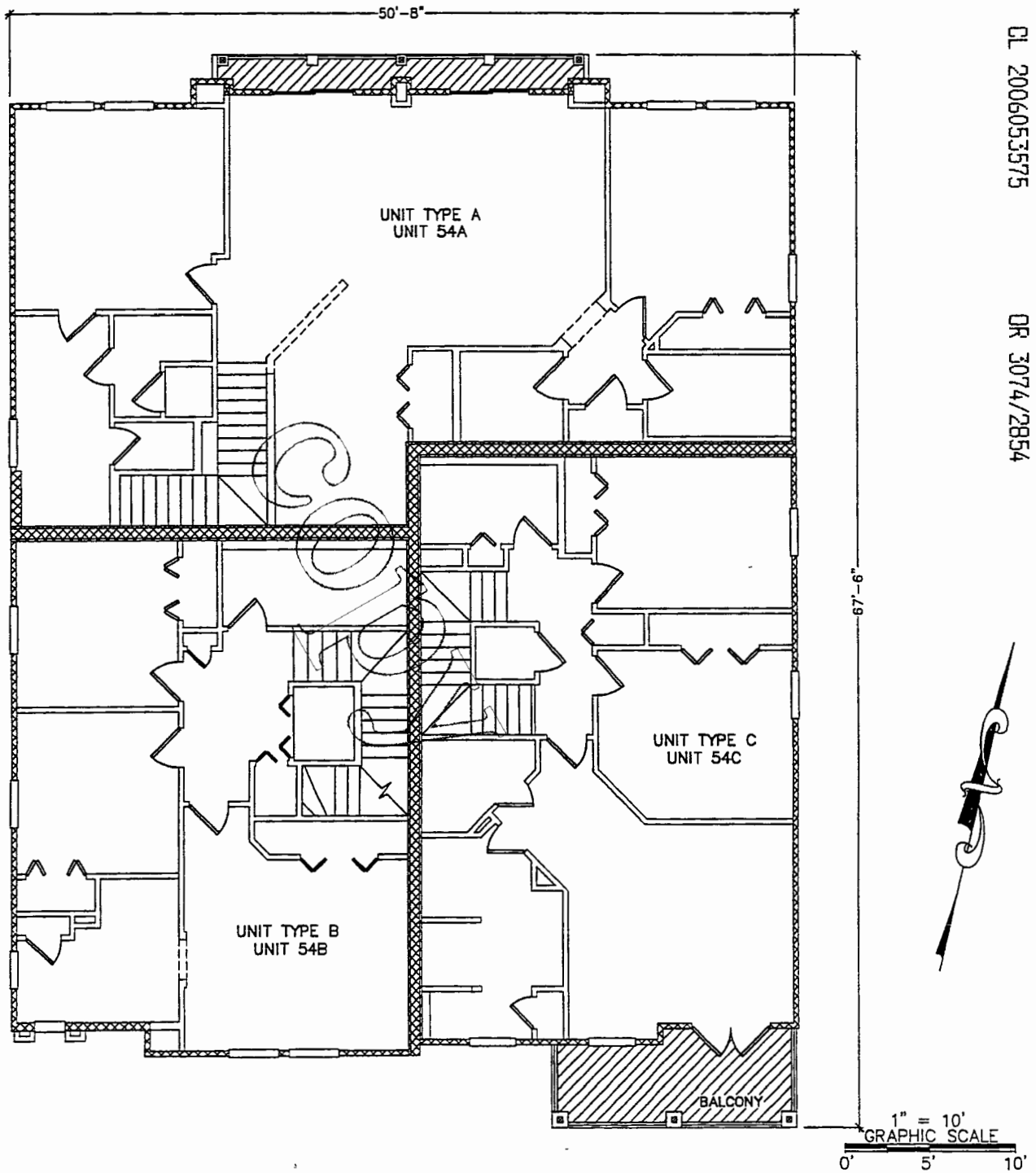
CB 8 pg 164



AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7975

# ASHLEY PARK AT HARMONY CONDOMINIUM



## BUILDING 54 - SECOND FLOOR



CL 2006053575

DR 3074/2854

### LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

CB 8 pg 164

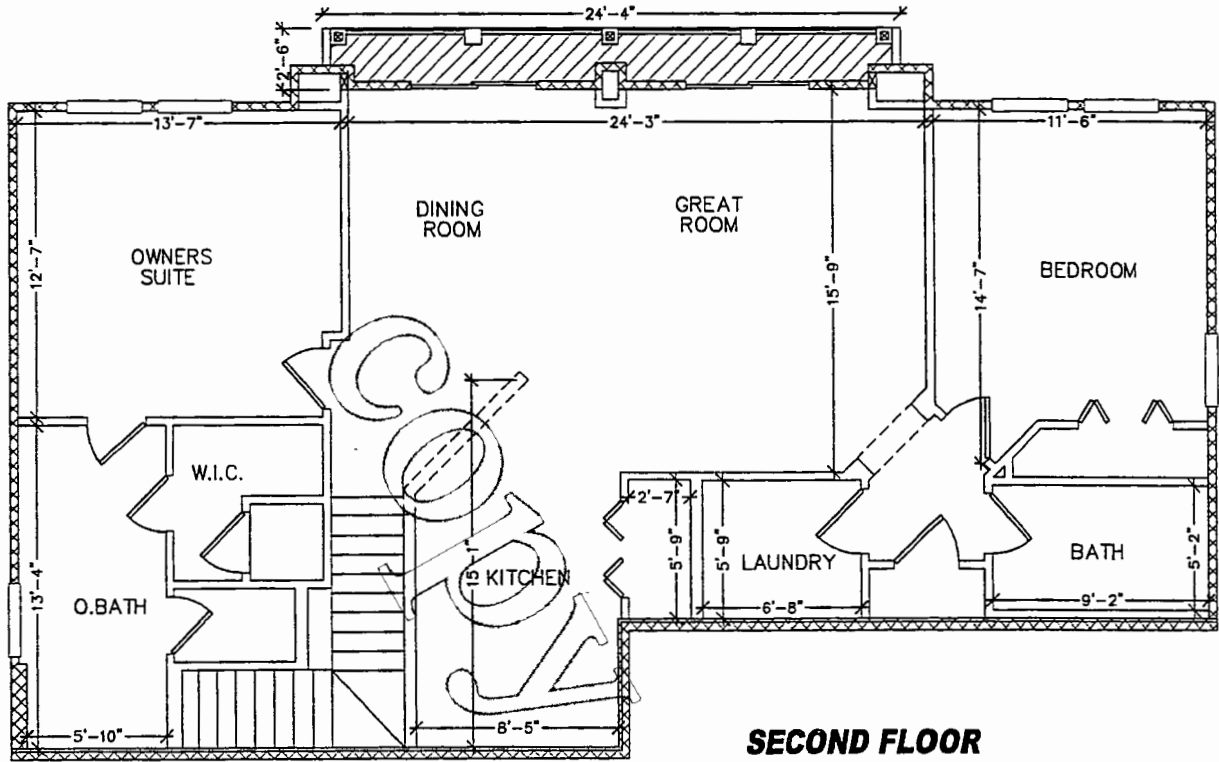


AMERICAN SURVEYING & MAPPING  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY, A CONDOMINIUM

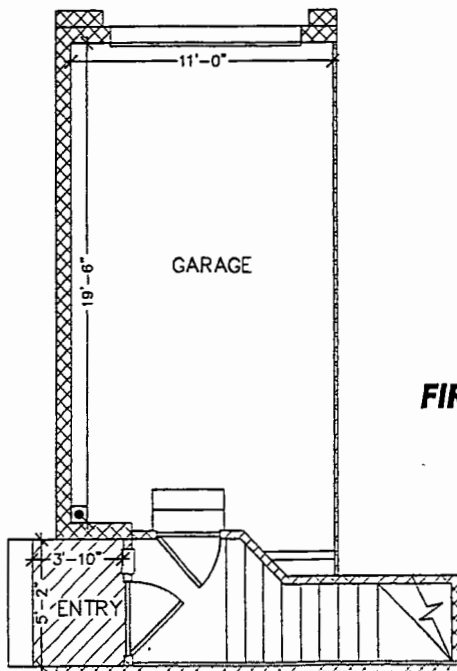
## UNIT TYPE A

**REPRESENTS UNITS: 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A, 23A, 24A, 25A, 26A, 27A, 28A, 29A, 30A, 31A, 32A, 33A, 34A, 35A, 36A, 37A, 38A, 39A, 40A, 41A, 42A, 43A, 44A, 45A, 46A, 47A, 48A, 49A, 50A, 51A, 52A, 53A, 54A.**

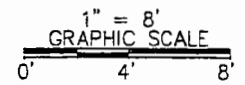


CL 2006053575



DR 3074/2855



*CB 8 pgs 165*



**LEGEND AND ABBREVIATIONS**

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT

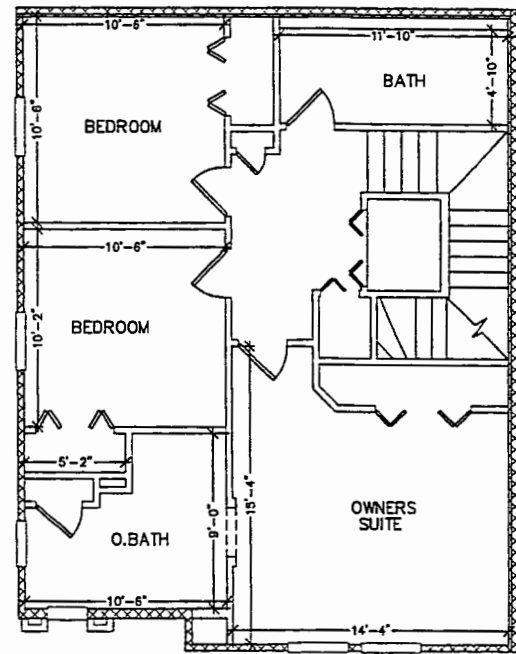
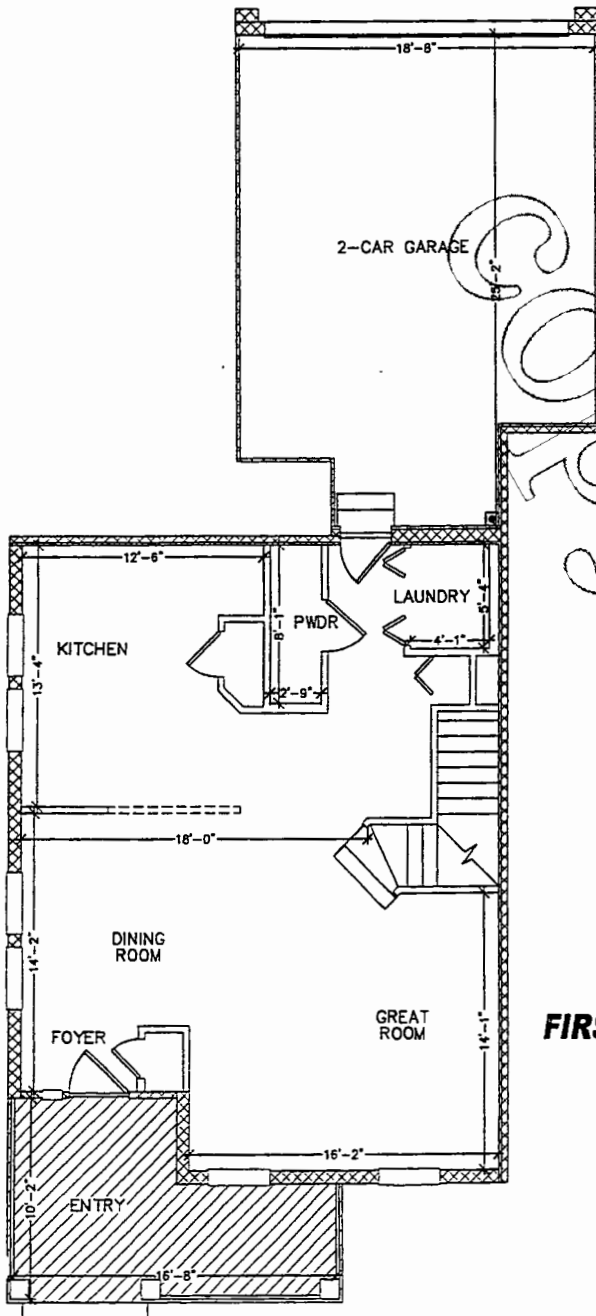


**AMERICAN SURVEYING & MAPPING**  
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 426-7979

# ASHLEY PARK AT HARMONY, A CONDOMINIUM

## UNIT TYPE B

**REPRESENTS UNITS: 13B, 14B, 15B, 16B, 17B, 18B, 19B, 20B, 21B, 22B, 23B, 24B, 25B, 26B, 27B, 28B, 29B, 30B, 31B, 32B, 33B, 34B, 35B, 36B, 37B, 38B, 39B, 40B, 41B, 42B, 43B, 44B, 45B, 46B, 47B, 48B, 49B, 50B, 51B, 52B, 53B, 54B.**





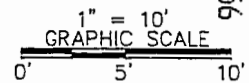
**FIRST FLOOR**

**SECOND FLOOR**

*C38 pg 165*

**LEGEND AND ABBREVIATIONS**

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT



**ASM**  
AMERICAN SURVEYING & MAPPING  
1030 N ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 425-7975

CL 2006053575

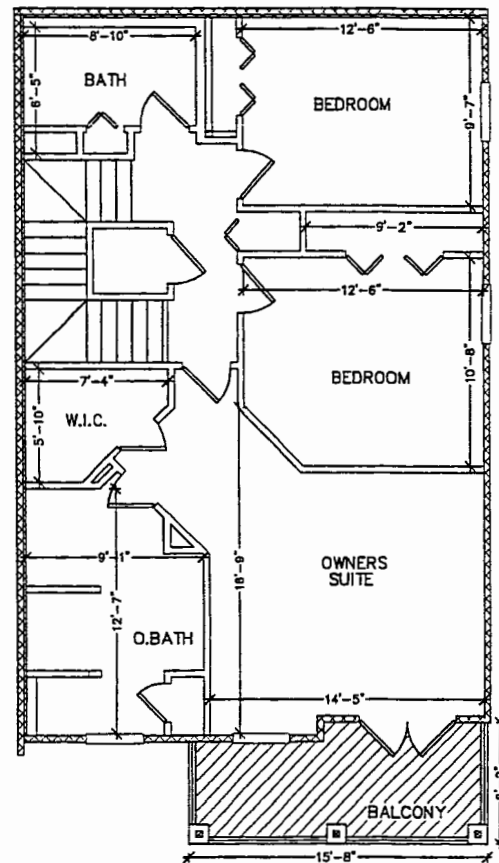
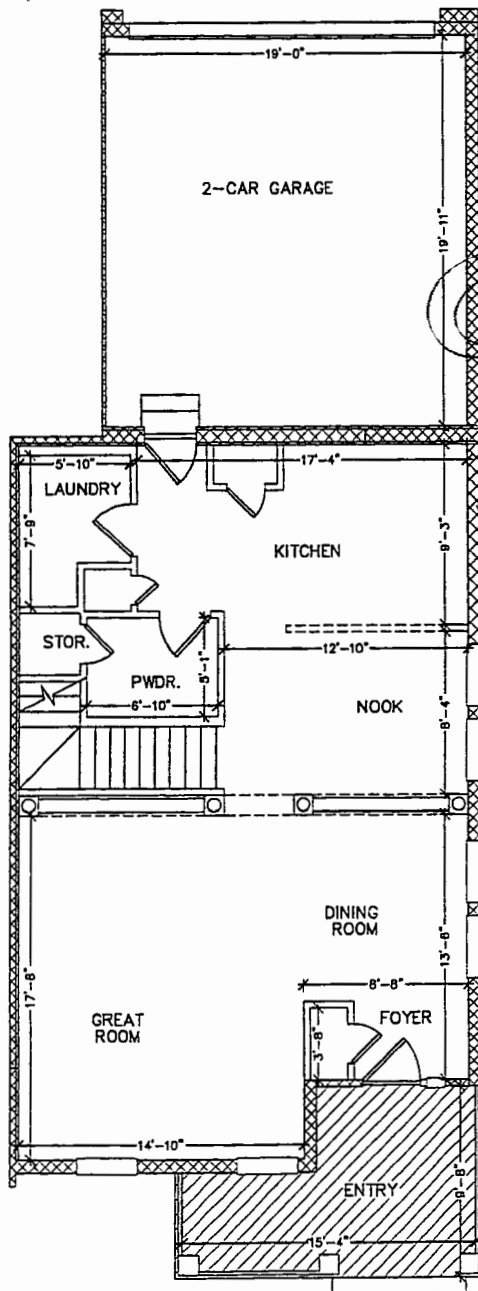
DR 3074/2856



# ASHLEY PARK AT HARMONY CONDOMINIUM

## UNIT TYPE C

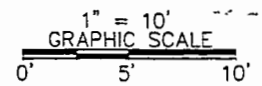
**REPRESENTS UNITS: 13C, 14C, 15C, 16C, 17C, 18C, 19C, 20C, 21C, 22C, 23C, 24C, 25C, 26C, 27C, 28C, 29C, 30C, 31C, 32C, 33C, 34C, 35C, 36C, 37C, 38C, 39C, 40C, 41C, 42C, 43C, 44C, 45C, 46C, 47C, 48C, 49C, 50C, 51C, 52C, 53C, 54C.**





CL 2006053575

DR 3074/2857

*CB 8 pg 145*



LEGEND AND ABBREVIATIONS

-  = LIMIT COMMON ELEMENT
-  = COMMON ELEMENT



AMERICAN SURVEYING & MAPPING  
1030 N ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789  
(407) 425-7979

**ARTICLES OF INCORPORATION**

**OF**

**ASHLEY PARK AT HARMONY CONDOMINIUM ASSOCIATION, INC.**

CL 200605375  
FILED  
05 DEC 23 AM 7:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

OR 3074/2858

The undersigned, acting as Incorporator of a corporation under Chapter 617, Florida Statutes, adopts the following Articles of Incorporation for the purposes set forth below.

**ARTICLE I**

NAME: The name of the corporation is the **Ashley Park at Harmony Condominium Association, inc.** hereafter referred to as the "Association." The principal address is 5850 T G. Lee Boulevard, Suite 600, Orlando, Florida 32822.

**ARTICLE II**

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Ashley Park at Harmony Condominium Association, Inc., located in Osceola County, Florida. The Association is organized and shall exist upon a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or Officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit except as limited or modified by these Articles of Incorporation, the Declaration of Condominium or Chapter 718, Florida Statutes, as it may hereafter be amended, including, but not limited to, the following.

- (A) To make and collect Assessments against Members of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of Assessments in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Condominium property
- (C) To purchase insurance upon the Condominium property and Association property for the protection of the Association and its Members
- (D) To reconstruct improvements after casualty and to make further improvements of the property.
- (E) To make, amend and enforce reasonable Rules and Regulations governing the use of the Common Elements, and the operation of the Association
- (F) To approve or disapprove the transfer of ownership, leasing and occupancy

- (G) To enforce the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles of Incorporation, and the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the Condominium and the Condominium property to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the Membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium
- (J) To enter into agreements, or acquire leaseholds, Memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has the power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners
- (K) To borrow or raise money for any of the purposes of the Association, and from time to time without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

### ARTICLE III

#### MEMBERSHIP:

- (A) The Members of the Association shall consist of all record Owners of a fee simple interest in one or more Units in the Condominium, as further provided in the Bylaws. After termination of the Condominium, the Members shall consist of those who are Members at the time of such termination.

- (B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Unit.
- (C) The Owners of each Unit, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

#### ARTICLE IV

TERM: The term of the Association shall be perpetual.

#### ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

#### ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors must be Members of the Association unless appointed by the Developer.
- (B) Directors of the Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the Officers designated in the Bylaws. The Officers shall be elected each year by the Board of Directors at its first meeting after the Annual Meeting of the Members of the Association, and they shall serve at the pleasure of the Board.

#### ARTICLE VII

AMENDMENTS: Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

- FL 2006/057575 OR 3074/2861
- (A) Proposal. Amendments to these Articles of Incorporation may be proposed by a majority of the Board or by petition of the Owners of one-fourth (1/4) of the Units by instrument, in writing, signed by them.
  - (B) Procedure. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board or Unit Owners, such proposed Amendment or Amendments shall be submitted to a vote of the Members not later than the next Annual Meeting for which proper notice can be given
  - (C) Vote Required. Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interests at any Annual or Special Meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed Amendment has been given to the Members of the Association, and that the notice contains a fair statement of the proposed Amendment
  - (D) Effective Date. An Amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Osceola County, Florida.

#### ARTICLE VIII

REGISTERED AGENT:

The registered office of the Association shall be at:

55 East Pine Street  
Orlando, FL 32801

The registered agent at said address shall be:

Richard E. Larsen, Esq.

#### ARTICLE IX

**INDEMNIFICATION:** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every Officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the

Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

- (B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or Officer derived an improper personal benefit.
- (D) Wrongful conduct by Directors or Officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

in the event of a settlement the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or Officer may be entitled.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 29<sup>th</sup> day of November, 2005.

**Incorporator**

By [Signature]  
 Print Name: Robert A. Lawson

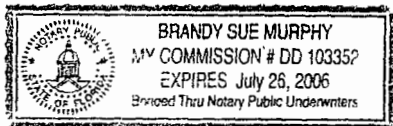
5850 T.G. Lee Blvd., Suite 600  
Orlando, FL 32822

Dated: 11/29/05

STATE OF FLORIDA  
COUNTY OF Orange

THE FOREGOING instrument was acknowledged before me this 29<sup>th</sup> day of November 2005 by Robert Lawson, who is personally known to me or produced identification (type of identification produced) \_\_\_\_\_

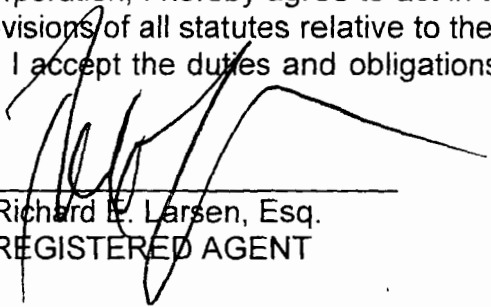
[Signature]  
 Printed Name: \_\_\_\_\_  
 Notary Public - State of Florida  
 My Commission Expires \_\_\_\_\_  
 Commission No \_\_\_\_\_



CL 2006053575

OR 3074/2863

Having been named to accept service of process for the above stated Corporation, at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 617.0505 Florida Statutes.

  
Richard E. Larsen, Esq.  
REGISTERED AGENT

COPY

FILED  
05 DEC 23 AM 7:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**BYLAWS****OF****ASHLEY PARK AT HARMONY CONDOMINIUM ASSOCIATION, INC.**

1. **GENERAL.** These are the Bylaws of Ashley Park at Harmony Condominium Association, Inc., hereinafter the "Association," a corporation not for profit organized under the laws of Florida for the purpose of operating a Condominium pursuant to the Florida Condominium Act. All provisions of Section 718.112(2)(a)-(m), Florida Statutes, are deemed to be included in these Bylaws.

1.1 **Principal Office.** The principal office of the Association shall be at the Condominium or at such other place in Osceola County, Florida, as the Board of Directors may determine.

1.2 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its incorporation, and the words "Florida" and "Corporation not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** The terms used herein shall have the same definitions as stated in the Declaration of Condominium to which these Bylaws are attached as an Exhibit.

2. **MEMBERS.**

2.1 **Qualification.** The Members of the Association shall be the record Owners of legal title to the Units. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Unit solely for the purposes of determining voting and use rights. Membership shall become effective upon the recording in the Public Records of a Deed or other instrument evidencing legal title to the Unit in the Member.

2.2 **Voting Rights; Voting Interests.** The Members of the Association are entitled to one (1) vote for each Unit owned by them. The total number of votes ("voting interests") is equal to the total number of Units. The vote of a Unit is not divisible. The right to vote may not be denied because of delinquent Assessments. If a Condominium Unit is owned by one natural person, his right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two or more natural persons who are not acting as trustees, that Unit's vote may be cast by any one of the record Owners. If two or more Owners of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted.



**2.3 Approval or Disapproval of Matters.** Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record Owners is specifically required.

**2.4 Change of Membership.** A change of Membership in the Association shall be established by the new Member's Membership becoming effective as provided in Section 2.1 above and the Membership of the prior Owner shall thereby be automatically terminated.

**2.5 Termination of Membership.** The termination of Membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Condominium during the period of his Membership, nor does it impair any rights or remedies which the Association may have against any former Member arising out of or in any way connected with such Membership and the covenants and obligations incident thereto.

### **3. MEMBERS' MEETINGS; VOTING.**

**3.1 Annual Meeting.** There shall be an Annual Meeting of the Members in each calendar year. The Annual Meeting shall be held in Osceola County, Florida, at a place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the Members. At the time of the Annual Meeting, all ballots cast in the annual election of Directors shall be counted and results announced.

**3.2 Special Members' Meetings.** Special Members' Meetings must be held whenever called by the President or by a majority of the Board of Directors, and may also be called by ten percent (10%) of the voting interests of the entire Membership. Such requests shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all of the Members making the request. Business at any Special Meeting shall be limited to the items specified in the request and contained in the notice of meeting.

**3.3 Notice of Meetings.** Notice of all Members' meetings must state the time, date, and place of the meeting and include an agenda for the meeting. The notice must be mailed to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery. The Member bears the responsibility for notifying the Association of any change of address. The notice must be mailed or delivered and be posted in a conspicuous place on the Condominium property at least fourteen (14) days before the meeting. Notice of any meeting may be waived in writing by any person entitled to receive such notice.

**3.4 Notice of Annual Meeting; Special Requirements.** Notice of the Annual Meeting together with an agenda shall be posted in a conspicuous place on the

Condominium property for at least fourteen (14) continuous days prior to the Annual Meeting. The notice and agenda of the Annual Meeting shall be sent by first class mail to each Owner at least fourteen (14) days prior to the Annual Meeting, and an affidavit of the Officer or other person making such mailing shall be retained in the Association records as proof of mailing. Notice of the Annual Meeting may be delivered in person if a written waiver of mailing is obtained.

**3.5 Quorum.** A quorum at a Member's Meeting shall be obtained by the presence, either in person or by proxy, of persons entitled to cast at least one-half ( $\frac{1}{2}$ ) of the votes of the entire Membership.

**3.6 Vote Required.** The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Unit Owners for all purposes, except where a greater or different number of votes is required by law or by any provision of the Condominium documents.

**3.7 Proxy Voting.** To the extent lawful, any person entitled to attend and vote at a Member's Meeting may establish his presence and cast his vote by proxy. Proxies may not be used to elect Directors. Limited proxies shall be used for votes taken to waive reserves or financial statement requirements, to amend the Condominium documents, and for all other matters for which the Florida Condominium Act requires or permits a vote of the Members. General proxies may be used to establish a quorum, for procedural votes, and for non-substantive Amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specified meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it is given. Holders of proxies need not be Members of the Association. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. In the event of a recall, only Unit Owners other than the Developer may vote, in person or by limited proxy, to fill a vacancy on the Board of Directors previously occupied by a Board Member elected by Unit Owners other than the Developer.

**3.8 Adjourned Meetings.** Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

**3.9 Order of Business.** The order of business at Members' Meetings shall be substantially as follows:

- (A) Collection of ballots not yet cast.
- (B) Counting of ballots in election of Directors (if necessary);

- (C) Call of the roll or determination of quorum;
- (D) Reading or disposal of the minutes of the last Members' Meeting;
- (E) Reports of the Officers;
- (F) Reports of Committees;
- (G) Unfinished Business;
- (H) New Business; and
- (I) Adjournment.

**3.10 Minutes.** Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board Members at all reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

**3.11 Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall guide the conduct of the Association's meetings.

**3.12 Action By Members Without Meeting.** Except for the holding of the Annual Meeting, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written ballots or other instruments indicating approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting. If the requisite number of written expressions of approval are received by the Secretary within thirty (30) days of mailing notice of the proposed action to the Members, a Resolution passed by the Board of Directors on the action so authorized shall be of full force and effect as if the action had been approved by the vote of the Members at a Member's Meeting held on the date of the Board meeting. Within ten (10) days after adopting the Resolution, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of Members' rights to call a Special Meeting of the Membership, as provided in Section 3.2 above. If the vote is taken by the method described in this Section, the list of Unit Owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

**4. BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Unit Owners only when such is specifically required.

**4.1 Number and Terms of Service.** The Board of Directors shall consist of three (3) Members. Each Director shall be elected for a one (1) year term. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided in Section 4.5 below, or in the case of a vacancy, as provided in 4.4 below.

**4.2 Qualifications.** Except for Directors appointed by the Developer, all Directors must be Members of the Association.

**4.3 Annual Elections.** Subject to paragraph 4.15, below, on the day of each annual election the Members shall elect by written ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided by law. Not less than sixty (60) days before the election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days prior to the annual election. If the number of candidates exceeds the number of Directors to be elected, the Association shall mail or deliver a second notice of election to all Unit Owners entitled to vote therein, together with a ballot which shall list all qualified candidates. Upon timely request of a candidate, the Association shall include an information sheet (no larger than 8-1/2 inches by 11 inches furnished by the candidate) with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. Where balloting is required, Directors shall be elected by a plurality of the votes cast in the election, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, each Unit shall cast as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one vote for any one candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Tie votes may be broken by agreement among the tied candidates, or by Lot.

**4.4 Vacancies on the Board.** Except as otherwise provided by law for the filling of vacancies during the time when the Developer is entitled to appoint at least one Director, if the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

(A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

(B) If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors. If vacancies occur as a result of a recall in which a majority or more of

the Directors are removed, the vacancies shall be filled in accordance with the procedural rules to be adopted by the Division, governing the method of selecting successors, and providing for the operation of the Association during the period of recall but prior to the designation of successor Directors sufficient to constitute a quorum.

**4.5 Removal of Directors.** Any or all Directors may be removed with or without cause by a majority vote of the entire Membership, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a Special Meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that the notice of the meeting is given.

**4.6 Other Meetings.** Meetings of the Board may be held at such time and place in Osceola County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least two (2) days prior to the day named for such meeting.

**4.7 Notice to Owners.** All meetings of the Board of Directors shall be open to Members. A notice and agenda for each Board meeting shall be posted conspicuously on the Condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which a non-emergency Special Assessment or a rule restricting the use of Units is to be considered for any reason shall be mailed to each Owner at least fourteen (14) days before the meeting, and an affidavit of mailing shall be retained as proof of mailing. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2, below. The right of Owners to attend Board meetings includes the right to speak on designated agenda items, subject to reasonable rules of the Association governing the manner, duration and frequency of doing so.

**4.8 Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

**4.9 Quorum of Directors.** A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons only when the participation of Directors by telephone is necessary to establish a quorum. Participation by such means shall be deemed equivalent to presence in person. Directors may not vote or participate by proxy

or secret ballot at Board meetings, except that Officers may be elected by secret ballot.

**4.10 Vote Required.** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

**4.11 Adjourned Meetings.** The Majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, if a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

**4.12 The Presiding Officer.** The President of the Association, or in his absence, the Vice-President, shall be the presiding Officer at all meetings of the Board of Directors. If neither is present, the presiding Officer shall be selected by a majority vote of the Directors present.

**4.13 Compensation of Directors and Officers.** Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their duties.

**4.14 Committees.** The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the Resolution creating the committee.

**4.15 Developer Appointment of Directors.** Notwithstanding anything contained herein to the contrary, the Developer shall be vested with the power to designate the Board of Directors until the following event(s) occur:

(A) The Unit Owners other than the Developer shall be entitled to elect one-third (1/3) of the Members of the Board of Directors at such time as the Developer has conveyed fifteen percent (15%) or more of the Units in the Condominium; or

(B) The Unit Owners other than the Developer shall be entitled to elect a majority of the Members of the Board of Directors:

(1) Within three (3) years after the Developer has conveyed fifty

percent (50%) of the Units of the Condominium; or

(2) Within three (3) months after the Developer has conveyed ninety percent (90%) of the Units in the Condominium; or

(3) When all of the Units in the Condominium have been completed and some of the Units have been sold, and none of the remaining Units are being offered for sale by the Developer in the ordinary course of business.

## 5. OFFICERS.

**5.1 Officers and Elections.** The executive Officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority of the Board of Directors. Any Officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other Officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

**5.2 President.** The President shall be the Chief Executive Officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a Member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and Resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other Officer or Agent of the Association.

**5.3 Vice-Presidents.** The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

**5.4 Secretary.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted Amendments to the Condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

**5.5 Treasurer.** The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

**6. FISCAL MATTERS.** The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

**6.1 Depository.** The Association shall maintain its funds in insured accounts or investments with such institutions doing business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.

**6.2 Budget.** The Board of Directors shall adopt a budget of common expenses in advance for each fiscal year. A copy of the proposed budget and a notice stating the time, date, and place of the meeting of the Board at which the budget will be adopted shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

**6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance.** In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon the estimated remaining useful life and estimated replacement cost of each item or deferred maintenance expense of each item. These reserves shall be funded unless the Members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Unit Owners as required in 6.2, above. Reserves funded under this paragraph, and any interest thereon, shall be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by a majority of the voting interests present and voting at a Member's Meeting called for the purpose.

**6.4 Other Reserves.** In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the Members so vote, the Board may establish one or more



additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of these reserves is to provide financial stability and to avoid the need for Special Assessments on a frequent basis. The amounts proposed to be reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

**6.5 Assessments.** Regular Annual Assessments based on the adopted budget shall be paid as established by the Board of Directors.

**6.6 Special Assessments.** Special Assessments may be imposed by the Board when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments are due on the day specified in the Resolution of the Board approving such Assessments. The total of all Special Assessments coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless a majority of the voting interests first consent. The notice of any Board meeting at which a Special Assessment will be considered, discussed or proposed shall be given as provided in Section 4.8 above and the notice of the Assessment must contain a statement of the purpose(s) of the Assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Members as provided by law.

**6.7 Fidelity Bonds.** The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or management agent at any one time. The premiums on such bonds shall be a common expense.

**6.8 Audits.** A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Board of Directors, shall be made by a Certified Public Accountant, and a copy of the audit report shall be available to all Members.

**6.9 Financial Statements.** Not later than ninety (90) days after the close of each fiscal year, the Board shall prepare, and shall distribute to the Owners of each Unit, financial statements meeting the minimum standards of Section 718.111(13) of the Florida Condominium Act, showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, detailed by accounts.

**6.10 Fiscal Year.** The fiscal year for the Association shall begin on the first day of January of each calendar year.

**7. RULES AND REGULATIONS.** The Board of Directors may, by Board action, from time to time, adopt and amend administrative Rules and Regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Such Rules and Regulations need not be adopted by the Membership or recorded in the Public Records, however, copies of such Rules and Regulations shall be

furnished to each Unit Owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of the health, happiness and peace of mind of the Unit Owners and uniformly applied and enforced.

**8. COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in Section 19 of the Declaration of Condominium, the Association and each Unit Owner shall have any and all remedies available by law, including those remedies set forth in the Florida Condominium Act.

**9. AMENDMENT OF BYLAWS.** These Bylaws are amendable by the Developer in the same manner by which the Developer may amend the Declaration. Except for Amendments by the Developer, Amendments to these Bylaws may be proposed and adopted in the following manner:

**9.1 Proposal.** Amendments to these Bylaws may be proposed by a majority of the Board or upon written petition to the Board signed by at least one-fourth (1/4) of the voting interests.

**9.2 Procedure.** Upon any Amendment or Amendments to these Bylaws being proposed by said Board or Unit Owners, such proposed Amendment or Amendments shall be submitted to a vote of the Owners not later than the next Annual Meeting for which proper notice can be given.

**9.3 Vote Required.** Except as otherwise provided by law, or by specific provision of the Condominium documents, these Bylaws may be amended by concurrence of a majority of the voting interests entitled to vote present in person or by proxy at any annual or Special Meeting called for the purpose, provided that notice of any proposed Amendment has been given to the Members in accordance with law.

**9.4 Recording; Effective Date.** A copy of each adopted Amendment shall be attached to a certificate attesting that the Amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Association with the formalities of a deed. The Amendment shall be effective when the certificate and a copy of the Amendment are recorded in the Public Records of Osceola County, Florida. The certificate must identify the book and page of the Public Records where the Declaration of Condominium is recorded.

**10. MISCELLANEOUS.**

**10.1 Gender.** Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

**10.2 Severability.** Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

**10.3 Conflict.** If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

**10.4 Certificate of Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Condominium Units to the applicable fire and life safety code.

**10.5 Arbitration.** If required by the Florida Condominium Act, prior to the institution of court litigation relating to matters involving this Condominium, a party to a dispute as defined by law shall petition The Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation for mandatory nonbinding arbitration.

**10.6 Unit Owner Inquiries.** When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the Board requests advice from the division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association is only obligated to respond to one written inquiry per Unit in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period, or periods, as applicable. The Board may adopt additional reasonable Rules and Regulations regarding the frequency and manner of responding to Unit Owner inquiries.

THIS IS TO CERTIFY that the foregoing was duly adopted as the Bylaws of Ashley Park At Harmony Condominium Association, Inc., a Florida corporation not for profit, by the Board of Directors on \_\_\_\_\_, 2006.

WITNESSES:

ASHLEY PARK AT HARMONY CONDOMINIUM ASSOCIATION, INC.

BY: Melissa L Cortes  
Signature  
Print Name: Melissa L. Cortes

BY: Robert Lawson  
Signature  
Robert Lawson, President

BY: Brandy Sue Murphy  
Signature  
Print Name: Brandy Sue Murphy

BY: Melissa L Cortes  
Signature  
Print Name: Melissa L Cortes

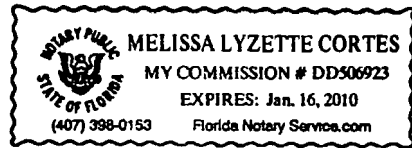
ATTEST: Brandy Sue Murphy  
Signature  
Brandy Sue Murphy, Secretary

BY: Christopher A. Shamrock  
Signature  
Print Name: Christopher A. Shamrock

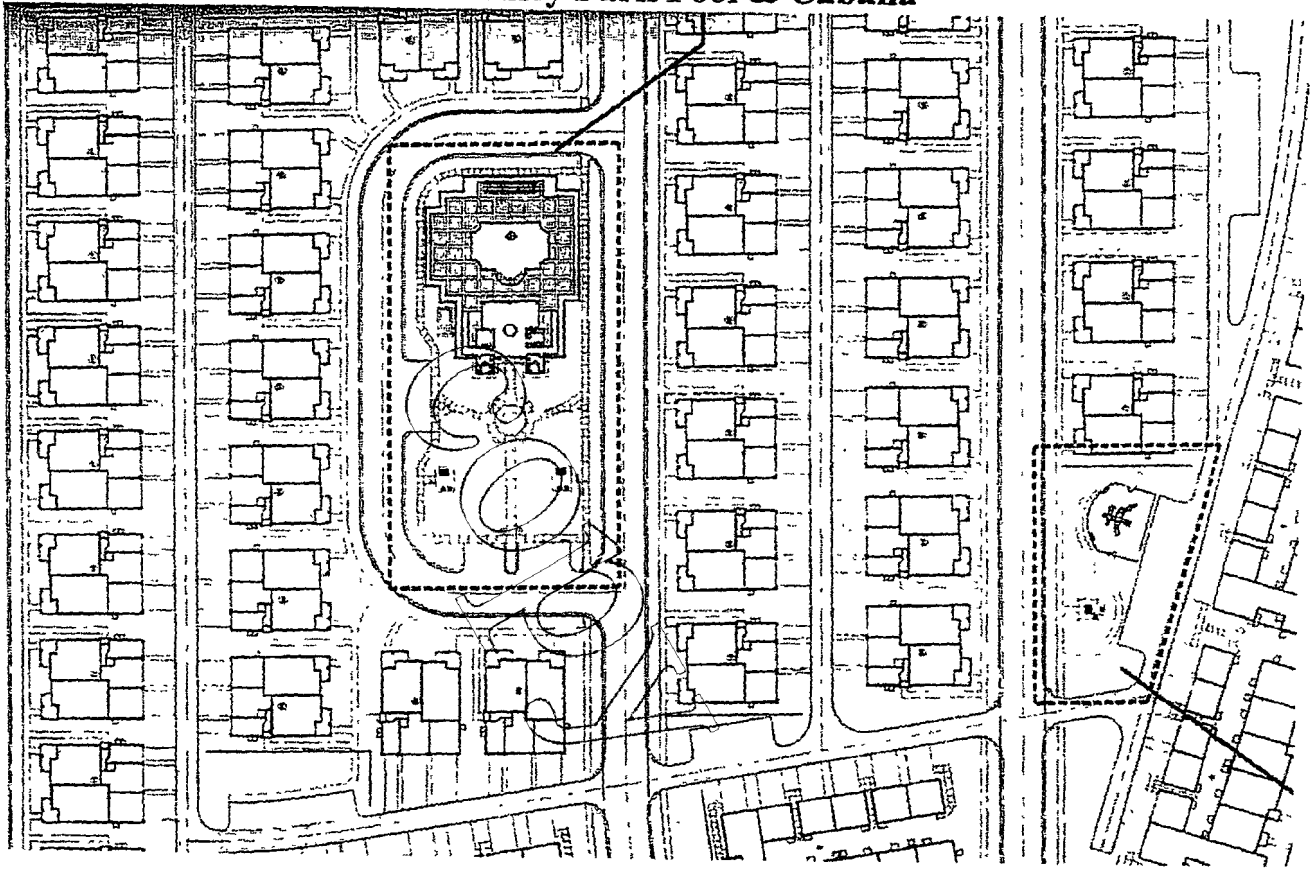
STATE OF FLORIDA  
COUNTY OF Orange

THE FOREGOING instrument was acknowledged before me this 17<sup>th</sup> day of Feb, 2006, by Robert Lawson and Brandy Sue Murphy, President and Secretary, respectively, of ASHLEY PARK AT HARMONY CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who are personally known to me or produced identification (type of identification produced) \_\_\_\_\_.

Melissa Lyzette Cortes  
Printed Name: Melissa Lyzette Cortes  
Notary Public - State of Florida  
My Commission Expires: 1/16/2010  
Commission No.: DD506923



### Ashley Park Pool & Cabana



Vertical text on the right edge of the page, likely a page number or reference code.