

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM PHEASANT RUN AT ROSEMONT CONDOMINIUM

O.R. 3186 PG 1396

KNOW ALL MEN BY THESE PRESENTS:

THAT, This First Amendment to the Declaration of Condominium, Pheasant Run at Rosemont Condominium, made and entered into this 15th day of April, A.D., 1981, by ELMHURST CORPORATION, a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer has previously made and imposed a certain Declaration of Condominium upon the real property described in the Declaration of Condominium and said Declaration of Condominium is recorded in Official Records Book 3181, Page 476, et.seq. and Condominium Book 6, Page 52, et.seq., all of the Public Records of Orange County, Florida, and

WHEREAS, Developer is desirous of amending the said Declaration of Condominium in order to fulfill the requirements of Chapter 718, Florida Statutes.

NOW, THEREFORE, the Developer amends the said Declaration by adding the Certificate of Completion to the said Declaration of Condominium and a true and correct copy of said Certificate of Completion is attached hereto, made a part hereof, and designated Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

This instrument was prepared by: Broad & Cassell, Atty. 2699 Lee Road - Suite 205 Winter Park, Florida 32789

Signed, sealed and delivered in our presents:

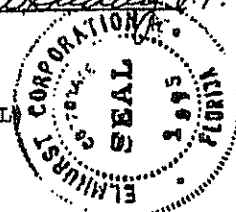
Janya Jackson Jaei Carlson

ELMHURST CORPORATION

By Wayne R. Ausmus, President

Attest Delores A. Buday, V.P.

(CORPORATE SEAL)

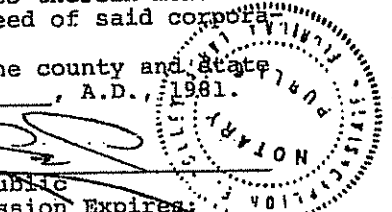


STATE OF FLORIDA COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared WAYNE R. AUSMUS and Delores A. Buday, President and Vice President respectively of ELMHURST CORPORATION, a Florida corporation, to me known to be the persons who signed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such President and Vice President for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 15th day of April, A.D., 1981.

Notary Public My Commission Expires:



RETURN TO: Elmhurst Corporation 5104 N. Orange Blossom Tr. #110 Orlando, Florida 32804

Notary Public, State of Florida, At Large My Commission Expires July 5, 1983

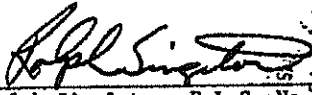
Certification for Completion  
Building Nos. 1 & 2

O.R. 3186 pg 1397

Pheasant Run at Rosemont

The undersigned, being a Surveyor authorized to practice in the State of Florida, hereby certifies that the construction of the improvements of Building Nos. 1 and 2 with, but not limited to, landscaping, utility services and access to the unit, and common element facilities serving said Buildings 1 and 2, described in the survey, plot plan, and graphic description of improvement, consisting of three sheets of Pheasant Run at Rosemont, Condominium, previously recorded in Condominium Book 6, Pages 52-54, Public Records of Orange County, Florida is substantially complete, so that such material together with the Provisions of the Declaration of Condominium for "Pheasant Run at Rosemont, Condominium" as recorded in O.R. Book 3181, Pages 476-533, of the Public Records of Orange County, Florida, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further the identification, location, and dimensions of common elements and of each unit can be determined from these materials.

By:

  
Ralph Singleton, P.L.S.: No. 1688  
Dated April 7, 1981.



RETURN TO:

Elmhurst Corporation  
5104 N. Orange Blossom Tr. #110  
Orlando, Florida 32804

JOINDER OF MORTGAGE

THE FIRST STATE BANK OF MIAMI, a Florida corporation, the owner and holder of a mortgage dated the 30th day of January, 1981, recorded in O. R. Book 3169, Pages 448, 449, 450, of the Public Records of Orange County, Florida, hereinafter called "Mortgagee" does hereby join in the making of the First Amendment to the Declaration of Condominium and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon, but not limited to, each and every of the parcels set forth and referred to in said Declaration.

Signed, sealed and delivered in the presence of:

Julie E. Mitchell  
Russell Mossey

THE FIRST STATE BANK OF MIAMI  
By Howard Barr  
Howard Barr, Asst. Vice President



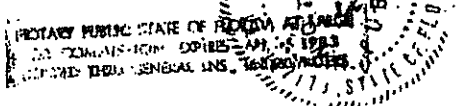
Attest:  
June Brown  
June Brown, Asst. Cashier

(Corporate Seal)

STATE OF FLORIDA:  
COUNTY OF DADE:

Before me, the undersigned authority, personally appeared HOWARD BARR, and JUNE BROWN, Assistant Vice President and Assistant Cashier, respectively of THE FIRST STATE BANK OF MIAMI, a Florida Corporation, to me known to be the persons who signed the foregoing instrument as Assistant Vice President and Assistant Cashier and severally acknowledged the execution thereof to be their free act and deed as such Assistant Vice President and Assistant Cashier for the uses and purposes therein mentioned and that the said instrument is the act and deed of said Corporation.

Elizabeth Pender  
Notary Public, State of Florida  
My Commission Expires



This instrument prepared by:  
Dwayne Carr, Esq.  
341 North Magnolia Avenue  
Orlando, Florida 32801

Return To:  
Elmhurst Corporation  
5104 N. Orange Blossom Tr. #110  
Orlando, Florida 32804

RECORDED & RECORDED VERIFIED

Thomas G. Miller  
Recorder of Deeds, Orange Co., Fla.

1647-06 ORANGE CO., FL  
MAY 5 2 22 PM '81  
C.R. 3191 PG 910

JUN 1 2 12 PM '81  
C.R. 3197 PG 1739

RETURN TO:  
Elmhurst Corporation  
5104 N. Orange Blossom Tr. #110  
Orlando, Florida 32804

161  
160

SECOND AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
PHEASANT RUN AT ROSEMONT CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

THAT, This Second Amendment to the Declaration of Condominium, Pheasant Run at Rosemont Condominium, made and entered into this 15 day of April, A.D., 1981, by ELMHURST CORPORATION, a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer has previously made and imposed a certain Declaration of Condominium upon the real property described in the Declaration of Condominium and said Declaration of Condominium is recorded in Official Records Book 3181, Page 476, et. seq. and Condominium Book 6, Page 52, et. seq., all of the Public Records of Orange County, Florida; and

WHEREAS, Developer has amended said Declaration of Condominium pursuant to that certain FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM PHEASANT RUN AT ROSEMONT CONDOMINIUM, dated April 15, 1981 and recorded in Official Records Book 3186, Page 1396, Public Records of Orange County, Florida.

WHEREAS, Developer is desirous of amending the said Declaration of Condominium in order to fulfill the requirements of Chapter 718, Florida Statutes.

NOW, THEREFORE, the Developer amends the said Declaration pages 20 and 21, Section 13, PHASE DEVELOPMENT to read as follows:

"PHEASANT RUN AT ROSEMONT CONDOMINIUM is a planned community which will be developed pursuant to a master plan. The master plan provides for the development of the community in three (3) phases. Phase I will contain Eighty-eight (88) Units; Phase II will contain One Hundred Four (104) Units; and Phase III will contain One Hundred Four (104) Units. There will be four (4) Units in each building. Each building will be identified by a number so that in Phase I which contains twenty-two (22) buildings, \* will be identified as Phase II, Building #51 through Building #68. Buildings in Phase III, which also contains 26 buildings will be identified as Phase III, Building #23 through Building #50.

\*will be identified as Phase I, Building #1 through Building #22, Buildings in Phase

This instrument prepared by:  
C. David Brown, II, Esq.  
Broad and Cassell  
2699 Lee Road, Suite 205  
Winter Park, Fla. 32789

This document is being re-recorded due to scrivener error.

2699 Lee Road Suite 205  
Winter Park, Florida 32789

445 15"

A complete legal description of the land and a legal description of the land to be included in each phase is attached hereto as Exhibits "A through D."

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

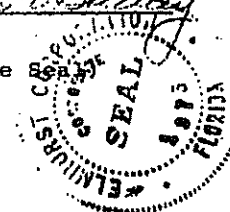
Mr. W. Corbett  
[Signature]

ELMHURST CORPORATION

By [Signature]  
Wayne R. Ausmus, President

Attest [Signature]

(Corporate Seal)



STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Wayne R. Ausmus and Delores A. Buday, President and Vice-President respectively, of ELMHURST CORPORATION, A Florida corporation, to me known to be the persons who signed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such President and Vice-President for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this    day of   , A.D., 1981.

[Signature]  
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUGUST 13, 1984  
Bonded by American Fire & Casualty Company



at time of recording  
Recording Clerk

JOINDER OF MORTGAGE

MGIC-JANIS PROPERTIES, INC., a Delaware corporation, the owner and holder of a mortgage dated the 30th day of January, 1981, recorded in O.R. Book 3169, Page 335, of the Public Records of Orange County, Florida, hereinafter called "Mortgagee" does hereby join in the making of the Second Amendment to the Declaration of Condominium and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon, but not limited to, each and every of the parcels set forth and referred to in said Declaration.

Signed, sealed and delivered in the presence of:

John B. Afflebach  
Robert B. King

MGIC-JANIS PROPERTIES, INC.

By [Signature]  
Attest [Signature]



STATE OF FLORIDA  
COUNTY OF ORANGE

Before me, the undersigned authority, personally appeared

JOHN B. AFFLEBACH and [Signature] respectively of MGIC-JANIS PROPERTIES, INC., a Delaware corporation, to me known to be the persons who signed the foregoing instrument as VICE PRESIDENT and [Signature] and severally acknowledged the execution thereof to be their free act and deed as such and for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation

[Signature]  
Notary Public - State of Florida  
My Commission Expires [Date]  
Notary Public, State of Florida  
My Commission Expires [Date]

This instrument prepared by:  
Broad and Cassell, Atty.  
2699 Lea Road - Suite 205  
Winter Park, Florida 32789

Return To:  
Elmhurst Corporation  
5104 N. Orange Blossom Tr. #110  
Orlando, Florida 32804

1666414 ORANGE CO., FL

JUN 23 3 28 PM '81  
c.t. 3203 PG 568

4<sup>th</sup> Amend.

This Instrument Was Prepared By  
C. DAVID CROWN II  
BROAD AND CASSEL  
2699 Lee Road, Suite 205  
Winter Park, Florida 32789

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
PHEASANT RUN AT ROSEMONT CONDOMINIUM

No 3rd Amendment filed

KNOW ALL MEN BY THESE PRESENT:

THAT, This Amendment to the Declaration of Condominium, Pheasant Run at Rosemont, made and entered into this 16<sup>th</sup> day of June, A.D., 1981, by ELMHURST CORPORATION, a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer has previously made and imposed a certain Declaration of Condominium upon the real property described in the Declaration of Condominium and said Declaration of Condominium is recorded in Official Records Book 3181, Page 476, et seq., and Condominium Book 6, Page 52, et seq., all of the Public Records of Orange County, Florida; and

WHEREAS, Developer is desirous of amending the said Declaration of Condominium in order to fulfill the requirements of Chapter 718, Florida Statutes.

NOW, THEREFORE, the Developer amends the said Declaration by adding the Certificate of Completion to the said Declaration of Condominium and a true and correct original of said Certificate of Completion is attached hereto, made a part hereof, and designated Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]  
George Debits

ELMHURST CORPORATION

By [Signature] VP  
Delores Buday, Vice President

Attest \_\_\_\_\_

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared DELORES BUDAY and ~~XXXX~~, Vice President and ~~XXXX~~ respectively, of ELMHURST CORPORATION, a Florida corporation, to me known to be the persons who signed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such Vice President and ~~XXXX~~ for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16<sup>th</sup> day of June, 1981.

[Signature]  
Notary Public

My Commission Expires:

My Commission Expires Aug. 27, 1982  
Notary Public, State of Florida at Large

Certification for Completion  
Building Nos. 3,4,5,6 & 21  
Pheasant Run at Rosemont

The undersigned, being a Surveyor authorized to practice in the State of Florida, hereby certifies that the construction of the improvements of Building Nos. 3,4,5,6 and 21 with, but not limited to, landscaping, utility services and access to the unit, and common element facilities serving said Building Nos. 3,4,5,6 and 21 described in the survey, plot plan, and graphic description of improvement, consisting of three sheets of Pheasant Run at Rosemont, a Condominium, previously recorded in Condominium Book 6, Pages 52-54, Public Records of Orange County, Florida is substantially complete, so that such material together with the Provisions of the Declaration of Condominium establishing "Pheasant Run at Rosemont, a Condominium" as recorded in O.R. Book 3181, Pages 476-532 of the Public Records of Orange County, Florida, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further the identification, location, and dimensions of common elements and of each unit can be determined from these materials.

By: *Ralph Singleton*  
Ralph Singleton, F.L.S. No. 1680  
Dated June 3, 1981

RECORDED & RECORD VERIFIED

*Thomas W. Miller*  
County Comptroller, Orange Co., Fla.

Exhibit "A"



1678161

JUL 24 8 03 AM '81  
D.B. 3210 PG. 1608

Return To: Instrument Was Prepared By:  
C. DAVID BROWN II  
BROAD AND CASSEL  
2699 Lee Road, Suite 205  
Winter Park, Florida 32789

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FIFTH  
AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
PHEASANT RUN AT ROSEMONT CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

THAT, this Amendment to the Declaration of Condominium, Pheasant Run at Rosemont, made and entered into this 8<sup>th</sup> day of July, 1981, by ELMHURST CORPORATION, a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer has previously made and imposed a certain Declaration of Condominium upon the real property described in the Declaration of Condominium and said Declaration of Condominium is recorded in Official Records Book 3181, Page 476, et seq., and Condominium Book 6, Page 52, et seq., all of the Public Records of Orange County, Florida; and

WHEREAS, Developer is desirous of amending the said Declaration of Condominium in order to fulfill the requirements of Chapter 718, Florida Statutes.

NOW, THEREFORE, the Developer amends the said Declaration by adding the Certificate of Completion to the said Declaration of Condominium and a true and correct original of said Certificates of Completion is attached hereto, made a part hereof, and designated as Exhibit "A" and Exhibit "B".

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

W. A. ...  
...

ELMHURST CORPORATION

By Delores Buday, Vice President

Attest \_\_\_\_\_

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared DELORES BUDAY and ~~XXXXXX~~ ~~XXXXXX~~, Vice President and ~~XXXXXX~~ ~~XXXXXX~~ respectively of ELMHURST CORPORATION, a Florida corporation, to me known to be the persons who signed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such Vice President and ~~XXXXXX~~ ~~XXXXXX~~ for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8<sup>th</sup> day of July, 1981.

W. A. ...  
Notary Public  
My Commission Expires:  
Notary Public, State Of Florida At Large  
My Commission Expires: Jan 15, 1984  
Dorcas thru Frankum Inactive Notary

16

Certification for Completion  
Building Nos. 7 & 8

Pheasant Run at Rosemont

The undersigned, being a Surveyor authorized to practice in the State of Florida, hereby certifies that the construction of the improvements of Building Nos. 7 and 8 with, but not limited to, landscaping, utility services and access to the unit, and common element facilities serving said Building Nos. 7 and 8, described in the survey, plot plan, and graphic description of improvement, consisting of three sheets of Pheasant Run at Rosemont, a Condominium, previously recorded in Condominium Book 6, Pages 52-54, Public Records of Orange County, Florida is substantially complete, so that such material together with the Provisions of the Declaration of Condominium establishing Pheasant Run at Rosemont, a Condominium as recorded in O.R. Book 3181, Pages 476-532 of the Public Records of Orange County, Florida, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further the identification, location, and dimensions of common elements and of each unit can be determined from these materials.


By:   
Ralph Singleton, P.L.S. No. 1680  
Dated: June 25, 1981

EXHIBIT "A"

Certification for Completion  
Building Nos. 9 & 10

C.S. 3210 PC 1610

Pheasant Run at Rosemont

The undersigned, being a Surveyor authorized to practice in the State of Florida, hereby certifies that the construction of the improvements of Building Nos. 9 and 10, with, but not limited to, landscaping, utility services and access to the unit, and common element facilities serving said Building Nos. 9 and 10, described in the survey, plot plan, and graphic description of improvement, consisting of three sheets of Pheasant Run at Rosemont, a Condominium, previously recorded in Condominium Book 6, Pages 52-54, Public Records of Orange County, Florida is substantially complete, so that such material together with the Provisions of the Declaration of Condominium establishing Pheasant Run at Rosemont, a Condominium as recorded in O.R. Book 3181, Pages 476-532 of the Public Records of Orange County, Florida, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further the identification, location, and dimensions of common elements and of each unit can be determined from these materials.

By: *Ralph Singleton*  
Ralph Singleton, P.L.S. No. 1680  
Dated: June 25, 1981

EXHIBIT "B"

RECORDED & RECORD VERIFIED

*Thomas P. K. Linn*  
County Comptroller, Orange Co., Fla

1683410

AUG 5 10 42 AM '81  
G.R. 3213 PG 2543

This Instrument Was Prepared By:  
C. DAVID BROOKMAN II  
BROAD AND CASSEL  
2699 Lee Road, Suite 205  
Winter Park, Florida 32789

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+  
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SIXTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
PHEASANT RUN AT ROSEMONT CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

THAT, This Sixth Amendment to the Declaration of Condominium of the condominium known as Pheasant Run at Rosemont Condominium is made and entered into this 5<sup>TH</sup> day of August, 1981, by Elmhurst Corporation, a Florida corporation, hereinafter referred to as "Developer", and joined by the parties who have hereunto executed this Amendment or have joined in the execution hereof.

WITNESSETH:

WHEREAS, Developer has previously made and imposed a certain Declaration of Condominium in accordance with the terms of said Declaration as recorded in Official Records Book 3181, Page 476, et.seq. and which the plat of survey of the condominium was recorded in Condominium Book 6, Page 52, et.seq., Public Records of Orange County, Florida; and

WHEREAS, Developer has caused the said Declaration of Condominium together with the Amendments thereto to be rerecorded and said Declaration of Condominium and Amendments were recorded in Official Records Book 3213, Page 2486, Public Records of Orange County, Florida; and

WHEREAS, the parties hereto who have executed this Amendment are desirous of amending the said Declaration of Condominium as hereinafter set forth, and the parties who have executed this Amendment or who have joined in the execution hereof comprise two-thirds or more of the unit owners of Pheasant Run at Rosemont Condominium; and

WHEREAS, Developer is desirous of amending the Declaration of Condominium for the purposes hereinafter set forth and in accordance with the provisions of Paragraph 3.2(a) of the said Declaration of Condominium and Chapter 718, Florida Statutes.

NOW, THEREFORE, the Developer together with the other parties hereto, hereby amends the Declaration of Condominium as hereinafter provided, to-wit:

1. The second unnumbered paragraph appearing on Page One of the Declaration of Condominium together with the Exhibit A referred to therein is hereby deleted in its entirety and in its place and stead the following is hereby inserted and made a part hereof together with the Exhibit "A" referred to below and which is attached hereto, made a part hereof and described as Exhibit "A", to-wit:

"The undersigned Developer, being the Owner of fee simple title together with Aspen Development and Management Corporation of those certain lands located and situated in Orange County, Florida, being more described in Exhibit "A", attached hereto, does hereby submit the said land and improvements thereon to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act". Developer intends PHEASANT RUN AT ROSEMONT CONDOMINIUM to be a Phase Development pursuant to Section 718.403, Florida Statutes and as hereinafter set forth."

2. Paragraph 3.5 entitled Clusterhouses is hereby amended by deleting the first sentence of the said paragraph and inserting in its place and stead the following, to-wit:

"By this Declaration there are eighty-eight Units submitted to condominium ownership which are lying and situate on those lands described on Exhibit "A" attached hereto and which consists of Building Numbers 1 - 15, inclusive, and Building Numbers 17 - 23, inclusive, as set forth on Exhibit "E"."

3. Paragraph 13 entitled Phase Development is hereby amended by deleting the said Paragraph 13, as amended and inserting in its place and stead the following, to-wit:

"Pheasant Run at Rosemont Condominium is a planned community which will be developed pursuant to a master plan. The master plan provides for the development of the community in three (3) phases. Phase I will contain Eighty-Eight (88) Units; Phase II will contain One Hundred Four (104) Units; and Phase III will contain One Hundred Four (104) Units. There will be four (4) Units in each building. Each building will be identified by a number so that Phase I, which contains twenty-two (22) buildings, will be identified as Phase I, Building Numbers 1 - 15, inclusive, and 17 - 23, inclusive. Buildings in Phase II will be identified as Phase II, Building Numbers 51 - 78, inclusive. Buildings in Phase III, which also contains twenty-six (26) buildings, will be identified as Phase III, Building Numbers 16 and 24 - 50, inclusive.

A complete legal description of the land to be included in each Phase is attached hereto as Exhibits A through C. inclusive."

4. Due to scribblers error, a portion of paragraph 17 entitled Amendments was deleted and in accordance therewith and for purposes of clarity, paragraph 17 is hereby deleted in its entirety and in its place and stead, the following is inserted, to-wit:

"Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

17.2 A Resolution. A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by those members of the Association owning units in the Condominium. Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by persons owning not less than ten percent (10%) of the units in the Condominium. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided the President, or, in the event of his refusal or failure to act, then the Board of Directors, shall call a meeting of those members of the Association owning units in the Condominium to be not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and not less than fifty-one percent (51%) of the unit owners; or

(b) Not less than seventy-five percent (75%) of the votes of all of the unit owners in the Condominium; or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Condominium unit owners in the manner required for the execution of a deed.

(d) Until the first election of Directors from the Condominium by the unit owners, this Declaration of Condominium may be amended by the Developer by recording such amendment in the Public Records of Orange County, Florida, and without the necessity of a certificate by the association, and no meeting of the Condominium unit owners nor any approval thereof need be had, provided the amendment does not increase the number of Condominium units nor alter the boundaries of the common elements beyond the extent provided for under the provisions of Section 3. hereof.

17.3. Proviso. Provided; however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of such amendment. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers, and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or Director of the Developer, or any corporation having some or all of its Directors, officers or stockholders in common with the Developer, unless the Developer shall join in the execution of such amendment, nor shall there be any amendment to make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to all record owners of mortgages of Units of this Condominium, unless said mortgagee shall join in the execution of such amendment.

17.4. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Orange County, Florida."

5. Exhibits A, B, C, and D to the Declaration of Condominium are hereby deleted in their entirety and in their place and stead Exhibits A, B and C attached hereto and made a part hereof are inserted in their place and stead. All references to Exhibits A, B and C as contained in the Declaration of Condominium shall mean and include Exhibits A, B and C attached hereto.

6. The provisions of paragraph 19 of the Declaration of Condominium are specifically incorporated into this Amendment and shall apply to all prior amendments and subsequent amendments.

IN WITNESS WHEREOF, the Developer and other parties hereto have executed this Amendment to the Declaration of Condominium of Pheasant Run at Rosemont Condominium.

Signed, sealed and delivered in the presence of:

Wayne R. Ausmus  
[Signature]

ELMHURST CORPORATION

By Wayne R. Ausmus  
Wayne R. Ausmus, President

(Corporate Seal)



Wayne R. Ausmus  
[Signature]

ASPEN DEVELOPMENT AND MANAGEMENT CORPORATION

By Wayne R. Ausmus  
Wayne R. Ausmus, President

(Corporate Seal)



[Signature]  
[Signature]

Randy Lubinsky  
Randy Lubinsky

[Signature]  
[Signature]

Terry Lubinsky  
Terry Lubinsky

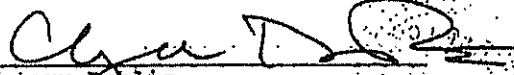
[Signature]  
[Signature]

C. Ken Bishop  
C. Ken Bishop



STATE OF FLORIDA  
COUNTY OF ORANGE

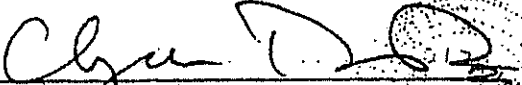
I HEREBY CERTIFY that before me, an officer duly authorized in said state and county to take acknowledgments, personally appeared Wayne R. Ausmus, as President of Elmhurst Corporation, who acknowledged execution of this instrument this 5<sup>th</sup> day of August, 1981.

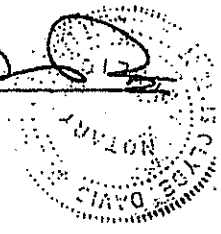
  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Aug. 27, 1982  
Bonded By American Fire & Casualty Company



STATE OF FLORIDA  
COUNTY OF ORANGE


I HEREBY CERTIFY that before me, an officer duly authorized in said state and county to take acknowledgments, personally appeared Wayne R. Ausmus, as President of Aspen Development and Management Corporation, who acknowledged execution of this instrument this 5<sup>th</sup> day of August, 1981.

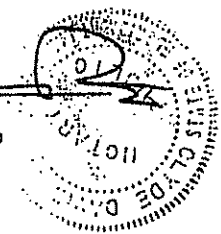
  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Aug. 27, 1982  
Bonded By American Fire & Casualty Company



STATE OF FLORIDA  
COUNTY OF ORANGE


I HEREBY CERTIFY that before me, an officer duly authorized in said state and county to take acknowledgments, personally appeared Randy Lubinsky, who acknowledged execution of this instrument this 4<sup>th</sup> day of August, 1981.

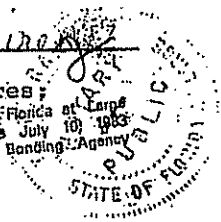
  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Aug. 27, 1982  
Bonded By American Fire & Casualty Company



STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that before me, an officer duly authorized in said state and county to take acknowledgments, personally appeared Terry Lubinsky, who acknowledged execution of this instrument this 4<sup>th</sup> day of August, 1981.

  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires July 10, 1983  
Bonded thru Maynard Bonding Agency



STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that before me, an officer duly authorized in said state and county to take acknowledgments, personally appeared C. Ken Bishop, who acknowledged execution of this instrument this 4<sup>th</sup> day of August, 1981.

*Charles T. Bishop*

Notary Public  
My Commission Expires:



Notary Public, State of Florida at Large  
My Commission Expires Aug. 27, 1982  
Bonded By American Fire & Casualty Company

From the Northwest corner of Tract 10, Rosemont Section Five, as recorded in Plat Book 4, Pages 140-143, Public Records of Orange County, Florida, run S 00°14'10" E, along the West line of said Tract 10, a distance of 61.40 feet for a Point of Beginning; thence N 89°45'50" E, a distance of 156.47 feet; thence S 00°14'10" E, a distance of 30.00 feet; thence S 55°20'47" E, a distance of 60.59 feet; thence N 34°39'13" E, a distance of 137.14 feet to a point on a curve, concave to the Southwest, having a central angle of 24°36'37" and a radius of 305.23 feet; thence from a tangent bearing of S 55°20'47" E, run Southeasterly along the arc of said curve, a distance of 131.11 feet to the point of tangency; thence S 30°44'10" E, a distance of 9.25 feet; thence N 59°15'50" E, a distance of 14.00 feet to the point of curvature of a curve, concave to the Northwest, having a central angle of 27°42'56" and a radius of 106.27 feet; thence Northeasterly along the arc of said curve, a distance of 51.41 feet to the point of tangency; thence N 31°32'54" E, a distance of 39.50 feet to the point of curvature of a curve, concave to the Northwest, having a central angle of 44°25'30" and a radius of 35.20 feet; thence Northerly along the arc of said curve, a distance of 27.29 feet; thence N 08°42'33" W, a distance of 38.90 feet; thence N 61°13'18" W, a distance of 173.83 feet to a point on the Westerly right-of-way line of Rose Bay Drive; thence S 00°25'03" E, along said right-of-way line, a distance of 149.80 feet to the point of curvature of a curve concave to the West, having a central angle of 23°34'39" and a radius of 470.00 feet; thence Southwesterly along the arc of said curve, a distance of 193.41 feet to the point of tangency; thence S 23°09'36" W, a distance of 309.51 feet to the point of curvature of a curve, concave to the Northwest, having a central angle of 83°08'06" and a radius of 25.00 feet; thence Southwesterly along the arc of said curve, a distance of 36.27 feet to the point of reverse curvature of a curve, concave to the South, having a central angle of 15°29'30" and a radius of 435.00 feet; thence Westerly along the arc of said curve and the North right-of-way line of North Lane, a distance of 117.62 feet to the point of tangency; thence N 89°11'48" W, a distance of 453.34 feet to the point of curvature of a curve, concave to the Northeast, having a central angle of 27°39'46" and a radius of 365.00 feet; thence Northwesterly along the arc of said curve, a distance of 176.22 feet to the point of tangency; thence N 61°32'02" W, a distance of 268.75 feet; thence N 27°27'58" E, a distance of 46.47 feet, to a point on the North line of Section 8, Township 22 South, Range 29 East; thence S 89°02'02" E along said Section line, a distance of 544.81 feet, thence N 00°14'10" W, a distance of 237.86 feet to the Point of Beginning. Containing 7.906 acres more or less.

EXHIBIT "A"

## PHEASANT RUN PHASE II

From the Northwest corner of Tract 11, Rosemont Section Five, as recorded in Plat Book 4, Pages 140-143, run S 89°41'45" W, along the South right-of-way line of Cherokee Rose Drive, a distance of 568.71 feet to the point of curvature of a curve, concave to the Southwest, having a central angle of 89°16'42" and a radius of 25.00 feet; thence Southeasterly along the arc of said curve, a distance of 38.96 feet to the point of tangency; thence S 00°25'03" E, along the West right-of-way line of Rose Bay Drive, a distance of 577.45 feet; thence S 89°34'57" W, a distance of 172.73 feet; thence N 28°36'38" W, a distance of 44.15 feet; thence S 74°16'51" W, a distance of 132.14 feet; thence N 64°41'48" W, a distance of 72.23 feet to a point on a curve, concave to the Northwest, having a central angle of 10°17'12" and a radius of 312.49 feet; thence from a tangent bearing of S 23°13'18" W, run Southwesterly along the arc of said curve, a distance of 56.10 feet to the point of tangency; thence S 33°30'29" W, a distance of 53.00 feet to the point of curvature of a curve concave to the Southeast, having a central angle of 05°53'03" and a radius of 92.83 feet; thence Southerly along the arc of said curve, a distance of 9.53 feet; thence N 55°58'54" W, a distance of 123.89 feet; thence S 89°45'50" W, a distance of 45.50 feet to a point on the West line of Tract 11; thence N 00°14'10" W, a distance of 605.28 feet to the Point of Beginning. Containing 8.255 acres more or less.

EXHIBIT "B"

Beginning at the Southwest corner of Tract 11, Rosemont Section Five, as recorded in Plat Book 4, Pages 140-143, Public Records of Orange County, Florida, run N 00°14'10" W along the West line of said Tract 11 a distance of 1090.53 feet; thence N 89°45'50" E, a distance of 45.50 feet; thence S 55°58'54" E, a distance of 123.89 feet to the point of curvature of a curve, concave to the Southeast, having a central angle of 05°53'03" and a radius of 92.83 feet; thence Northeasterly along the arc of said curve, a distance of 9.57 feet; thence N 33°30'29" E, a distance of 53.00 feet to the point of curvature of a curve, concave to the Northwest, having a central angle of 10°17'12" and a radius of 312.49 feet; thence Northeasterly along the arc of said curve, a distance of 56.10 feet; thence S 64°41'48" E, a distance of 72.23 feet; thence N 74°16'51" E, a distance of 132.14 feet; thence S 28°36'38" E, a distance of 44.15 feet; thence N 89°34'57" E, a distance of 172.73 feet to a point on the West right-of-way line of Rose Bay Drive; thence S 00°25'03" E along said right-of-way line, a distance of 981.03 feet; thence S 61°13'18" W, a distance of 173.84 feet; thence S 08°42'33" E, a distance of 38.90 feet to a point on a curve, concave to the West, having a central angle of 44°25'30" and a radius of 35.20 feet; thence from a tangent bearing of S 12°52'36" E, run Southerly along the arc of said curve, a distance of 27.29 feet to the point of tangency; thence S 31°32'54" W, a distance of 39.50 feet to the point of curvature of a curve, concave to the Northwest, having a central angle of 27°42'56" and a radius of 106.27 feet; thence Southwesterly along the arc of said curve, a distance of 51.41 feet to the point of tangency; thence S 59°15'50" W, a distance of 14.00 feet; thence N 30°44'10" W, a distance of 9.25 feet to the point of curvature of a curve, concave to the Southwest, having a central angle of 24°36'37" and a radius of 305.23 feet; thence Northwesterly along the arc of said curve, a distance of 131.11 feet; thence S 34°39'13" W, a distance of 137.14 feet; thence N 55°20'47" W, a distance of 60.59 feet; thence N 00°14'10" W, a distance of 30.00 feet; thence S 89°45'50" W, a distance of 156.47 feet to a point on the West line of Tract 10, Rosemont Section Five; thence N 00°14'10" W, along said West line a distance of 61.40 feet to the Point of Beginning. Containing 15.413 acres more or less.

RECORDED & RECORD VERIFIED

*Thomas H. Locker*  
County Comptroller, Orange Co., Fla.

EXHIBIT "C"

700 pk

SEVENTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
PHEASANT RUN AT ROSEMONT CONDOMINIUM

KNOW ALL MEN BY THESE PRESENT:

THAT, This Amendment to the Declaration of Condominium, Pheasant Run at Rosemont, made and entered into this 22nd day of December, A.D. 1981, by ELMHURST CORPORATION, a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer has previously made and imposed a certain Declaration of Condominium upon the real property described in the Declaration of Condominium and said Declaration of Condominium is recorded in Official Records Book 3181, Page 476, et seq., and Condominium Book 6, Page 52, et seq., all of the Public Records of Orange County, Florida; and

WHEREAS, Developer is desirous of amending the said Declaration of Condominium in order to fulfill the requirements of Chapter 718, Florida Statutes.

NOW THEREFORE, the Developer amends the said Declaration by adding the Certificate of Completion to the said Declaration of Condominium and a true and correct original of said Certificate of Completion is attached hereto, made a part hereof, and designated as Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day the day and year first above written.

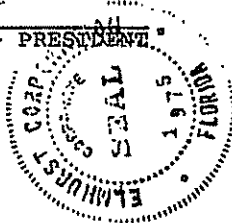
Signed, sealed and delivered in our presence:

*Wayne R. Ausmus*  
*Dee Buday*

ELMHURST CORPORATION

*Wayne R. Ausmus*  
WAYNE R. AUSMUS - PRESIDENT

(CORPORATE SEAL)

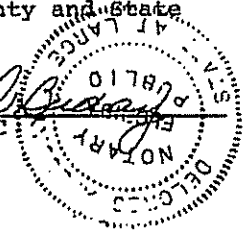


STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared WAYNE R. AUSMUS, President of ELMHURST CORPORATION, a Florida corporation, to me known to be the person who signed the foregoing instrument and severally acknowledged the execution thereof to be his free act and deed as President for the use and purpose therein mentioned and that the said instrument is the act and deed of said corporation

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of December, 1981.

MY COMMISSION EXPIRES: *Dee Buday*  
Notary Public, State of Florida  
Bonder thru Troy L. ... Insurance, Inc.



This instrument prepared by:  
Dee Buday  
Elmhurst Corporation  
614 Hunt Club Blvd.  
Apopka, Florida 32703

Return To:

RETURN TO:  
Home State Title Co.  
1950 Lee Road, Suite 105-B  
Winter Park, Florida 32789

EXHIBIT "A"

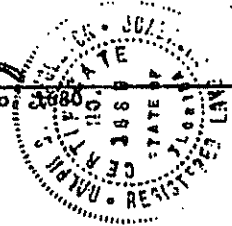
CERTIFICATION FOR COMPLETION  
Building Nos. 11 & 12

7th Amendment to  
Pheasant Run at Rosemont

The undersigned, being a Surveyor authorized to practice in the State of Florida, hereby certifies that the construction of the improvements of Building Nos. 11 and 12, with, but not limited to, landscaping, utility services and access to the unit, and common element facilities serving said Building Nos. 11 and 12, described in the survey, plot plan, and graphic description of improvement, consisting of three sheets of the 7th Amendment to Pheasant Run at Rosemont, a Condominium, previously recorded in Condominium Book , Pages , Public Records of Orange County, Florida, is substantially complete, so that such material together with the Provisions of the Declaration of Condominium establishing the 7th Amendment to Pheasant Run at Rosemont, a Condominium as recorded in O.R. Book , Pages of the Public Records of Orange County, Florida, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further the identification, location, and dimensions of common elements and of each unit can be determined from these materials.

RETURN TO:  
Home State Title Co.  
1950 Lee Road, Suite 105-B  
Winter Park, Florida 32789

By: Ralph Singleton  
Ralph Singleton, P.R.S. No. 3880  
Dated: December 21, 1981



RECORDED & RECORD VERIFIED

*Thomas H. Loken*

County Comptroller, Orange Co., Fla.

7002  
pe

EIGHTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
PHEASANT RUN AT ROSEMONT CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

THAT, this Amendment to the Declaration of Condominium, Pheasant Run at Rosemont, made and entered into this 12th day of January, 1982, by ELMHURST CORPORATION, a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer has previously made and imposed a certain Declaration of Condominium upon the real property described in the Declaration of Condominium and said Declaration of Condominium is recorded in Official Records Book 3181, Page 476, et seq., and Condominium Book 6, Page 52, et seq., all of the Public Records of Orange County, Florida; and

WHEREAS, Developer is desirous of amending the said Declaration of Condominium in order to fulfill the requirements of Chapter 718, Florida Statutes.

NOW THEREFORE, the Developer amends the said Declaration by adding the Certificate of Completion to the said Declaration of Condominium and a true and correct original of said Certificate of Completion is attached hereto, made a part hereof, and designated as Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

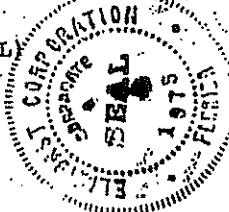
Signed, sealed and delivered in the presence of:

Elizabeth Stephens  
[Signature]

ELMHURST CORPORATION

BY Delores A. Buday  
Delores A. Buday-Vice President

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF ORANGE

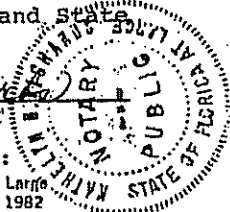
BEFORE ME, the undersigned authority, personally appeared DELORES A. BUDAY, Vice President of ELMHURST CORPORATION, a Florida corporation, to me known to be the person who signed the foregoing instrument and severally acknowledges the execution thereof to be her free act and deed as such Vice President for the use and purpose therein mentioned and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of January, 1982.

This Instrument Prepared By:  
Beth Stephens  
Elmhurst Corporation  
614 Hunt Club Blvd.  
Apopka, Florida 32703

Kathleen M. [Signature]  
Notary Public

MY COMMISSION EXPIRES:  
Notary Public, State Of Florida At Large  
My Commission Expires Oct. 22, 1982  
Backed By: Reserve Insurance Co.



RETURN TO:  
Home State Title Co.  
1950 Lee Road, Suite 105B



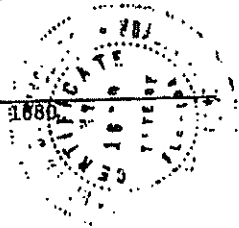
CERTIFICATION FOR COMPLETION  
Building Nos. 13, 14 & 15

7th Amendment to  
Pheasant Run at Rosemont

The undersigned, being a Surveyor authorized to practice in the State of Florida, hereby certifies that the construction of the improvements of Building Nos. 13, 14 and 15, with, but not limited to, landscaping, utility services and access to the unit, and common element facilities serving said Building Nos. 13, 14 and 15, described in the survey, plot plan, and graphic description of improvement, consisting of three sheets of the 7th Amendment to Pheasant Run at Rosemont, a Condominium, previously recorded in Condominium Book , Pages , Public Records of Orange County, Florida, is substantially complete, so that such material together with the Provisions of the Declaration of Condominium establishing the 7th Amendment to Pheasant Run at Rosemont, a Condominium as recorded in O.R. Book , Pages of the Public Records of Orange County, Florida, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further the identification, location, and dimensions of common elements and of each unit can be determined from these materials.

RETURN TO:  
Home State Title Co.  
50 Lee Road, Suite 105-B  
Winter Park, Florida 32789

By: Ralph Singleton  
Ralph Singleton, P.L.S. No. 1680  
Dated: January 8, 1982



RECORDED & RECORD VERIFIED

Thomas H. Tucker  
County Comptroller, Orange Co., Fla.

EXHIBIT "A"

532  
H.C. Guido Jr  
P.L.

NINTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM

PHEASANT RUN AT ROSEMONT CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

THAT, this Ninth Amendment to the Declaration of Condominium of that certain condominium known as Pheasant Run At Rosemont Condominium is made and entered into this 6<sup>th</sup> day of October, 1982, by Elmhurst Corporation, a Florida corporation; hereinafter referred to as "Developer", and joined by the parties who have hereunto executed this Amendment or who have joined in the execution hereof.

W I T N E S S E T H:

WHEREAS, Developer has previously made and imposed a certain Declaration of Condominium in accordance with the terms of said Declaration as recorded in Official Records Book 3181, Page 476, et. seq., and which the plat of survey of the Condominium was recorded in Condominium Book 6, Page 52, et. seq., Public Records of Orange County, Florida; and

WHEREAS, Developer has caused the said Declaration of Condominium together with the amendments thereto to be re-recorded and said Declaration of Condominium and Amendments were re-recorded in Official Records Book 3215, Page 2486, et. seq., Public Records of Orange County, Florida; and

WHEREAS, the parties hereto who have executed this Amendment are desirous of amending the said Declaration of Condominium as hereinafter set forth.

NOW, THEREFORE, the Developer together with the other parties joining in the execution hereof hereby amends the Declaration of Condominium as hereinafter provided, to-wit:

1. Paragraph 13, entitled Phase Development, is hereby amended by deleting the entire said Paragraph 13 (including subsections 13.1 through 13.7, inclusive) and inserting in its place and stead the following, to-wit:

"13. Phase Condominium. The Condominium may be part of a phase project, pursuant to and in accordance with the Condominium Act of the State of Florida; and in the event the Developer elects to add one or more phases to this Condominium, then a complete description of the phasing is as follows:

13.1 For convenience, this Condominium may be referred to as Phase I, and the potential phases referred to as Phase II and Phase III. Attached hereto and made a part hereof as Exhibit "A" is a legal description of the land upon which improvements may be made and

Home State Title  
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32789

This Instrument Was Prepared By:  
C. DAVID BROWN II  
BROAD AND CASSEL  
2699 Lee Road, Suite 205  
Winter Park, Florida 32789



In the event that Phase II is not added as part and parcel of this Condominium, then the recreational areas and facilities described in this Paragraph 13.3, shall not be constructed or provided as part and parcel of this Condominium.

13.4 Developer reserves the right to select the sequence, if any, which phases may be added to the Condominium. For example, Phase III may be added prior to Phase II.

13.5 If and when Phases II and III are created by the Developer and become part and parcel of this Condominium, then each unit's percentage ownership in the common elements shall change to a percentage which is computed by multiplying the fraction (of which the numerator is 1 and the denominator is the total number of condominium units) times 100 percent.

By way of illustration ONLY - assume that Phase II is added to this Condominium. In this event a unit owner's share in the common elements would be approximately .00909. This is derived by multiplying the fraction which has 1 as the numerator and 110 (the total of 88 units in Phase I and 22 units in Phase II as the denominator, times 100%.

13.6 In the event that one or more phases (of Phases II and III are not added as part and parcel of this Condominium, then the unit owners of Phase I and the unit owners of any and all other phases that have been added shall be entitled to one hundred percent (100%) ownership of the common elements of this Condominium.

13.7 The Developer is not required under the Declaration of Condominium or otherwise to convey any additional lands or facilities to the Condominium after the completion of construction of this Condominium, or after the completion of Phase II and Phase III, in the event Developer elects to add such Phases.

13.8 The time period within which Phase II and Phase III must be completed, in the event Developer elects to add any or all of such Phases, is on or before November 1, 1986.

13.9 Upon substantial completion of the construction of Phase II and Phase III, the Developer shall, when such phases are complete, file within the Public Records of Orange County, Florida and as otherwise required by law, a survey prepared by a surveyor authorized to practice in the State of Florida, with the appropriate certificate of the surveyor, pursuant to and in accordance with the Condominium Act of the State of Florida. Said certificate shall indicate which phase has been completed and that the construction of the improvements is substantially complete and shall provide an accurate representation of the location and dimensions of the improvements.

13.10 Notwithstanding the provisions of Section 718.110 Florida Statutes, amendments to the Declaration of Condominium adding Phases II and III to this Condominium shall not require the execution of such amendments or consents thereto by unit owners, mortgagees, lienors or the Association; however, such amendments shall require the execution or consent thereto by the Developer of this Condominium, as well as the Developer of Phases II and III in the event the Developer of those Phases is other than the Developer of this Condominium.

13.11 A developer of either Phase II and III may be the Developer of this Condominium and/or a nominee, designee, assignee or successor, in whole or in part, of the Developer.

13.12 The Developer, or his successor, nominee, assignee or designee, has no obligation or responsibility to cause either Phase II and III or their improvements and facilities to be constructed. In the event any or all of Phases II or III added as part and parcel of this Condominium, the Developer of those Phases shall be the sole judge and have sole discretion of the size, content, style, amounts, plans and specifications of Phases II and

of  
Home State  
1950 Lee  
Winter Park, Florida 32789

III and all of their improvements, facilities, amenities, equipment and personality, provided that same is in accordance with the provisions of this paragraph."

2. Except as specifically modified, altered or amended as stated herein, all terms and conditions of the Declaration of Condominium, as amended, shall remain in full force and effect.

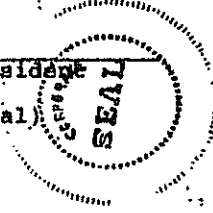
IN WITNESS WHEREOF, the Developer and other parties hereto have executed this Amendment to the Condominium of Pheasant Run At Rosemont Condominium.

Signed, sealed and delivered in the presence of:

ELMHURST CORPORATION, a Florida corporation

Thomas L. Pridmore  
Cynthia A. Meadows

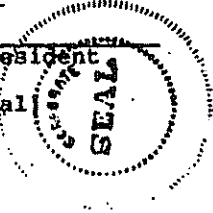
By: Wayne R. Ausmus  
WAYNE R. AUSMUS, President  
(Corporate Seal)



ASPEN DEVELOPMENT MANAGEMENT CORPORATION, a Florida corporation

Thomas L. Pridmore  
Cynthia A. Meadows

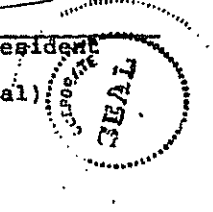
By: Wayne R. Ausmus  
WAYNE R. AUSMUS, President  
(Corporate Seal)



PHEASANT RUN DEVELOPMENT CORPORATION, a Florida corporation

Thomas L. Pridmore  
Cynthia A. Meadows

By: Wayne R. Ausmus  
WAYNE R. AUSMUS, President  
(Corporate Seal)



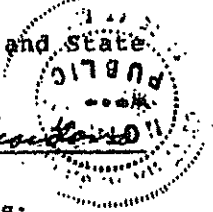
STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this day before me personally appeared WAYNE R. AUSMUS, President of ELMHURST CORPORATION, a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid this 17th day of October, 1982.

Cynthia A. Meadows  
NOTARY PUBLIC

My commission expires:



REC-0319 1109

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY, that on this day before me personally appeared WAYNE R. AUSMUS, President of ASPEN DEVELOPMENT MANAGEMENT CORPORATION, a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid this 16<sup>th</sup> day of OCTOBER, 1982.

*Cynthia A. Giardina*  
NOTARY PUBLIC



My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 15, 1988  
BONDED THROUGH MUIROS-ARAYON, INC.

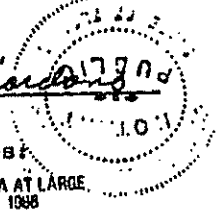
STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY, that on this day before me personally appeared WAYNE R. AUSMUS, President of PHEASANT RUN DEVELOPMENT CORPORATION, a Florida Corporation, to me known to be the person who signed the foregoing instrument as such officer for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid this 17<sup>th</sup> day of OCTOBER, 1982.

*Cynthia A. Giardina*  
NOTARY PUBLIC



My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 15, 1988  
BONDED THROUGH MUIROS-ARAYON, INC.

STATE OF FLORIDA  
COUNTY OF ORANGE  
FILED  
OCT 17 1982  
NOTARY PUBLIC  
CYNTHIA A. GIARDINA

From the Northwest corner of Tract 10, Rosemont Section Five, as recorded in Plat Book 4, Pages 140-143, Public Records of Orange County, Florida, run S 00°14'10" E, along the West line of said Tract 10, a distance of 61.40 feet for a Point of Beginning; thence N 89°45'50" E, a distance of 156.47 feet; thence S 00°14'10" E, a distance of 30.00 feet; thence S 55°20'47"E, a distance of 60.59 feet; thence N 34°39'13" E, a distance of 137.14 feet to a point on a curve, concave to the Southwest, having a central angle of 24°36'37" and a radius of 305.23 feet; thence from a tangent bearing of S 55°20'47" E, run Southeasterly along the arc of said curve, a distance of 131.11 feet to the point of tangency; thence S 30°44'10" E, a distance of 9.25 feet; thence N 59°15'50" E, a distance of 14.00 feet to the point of curvature of a curve, concave to the Northwest, having a central angle of 27°42'56" and a radius of 106.27 feet; thence Northeasterly along the arc of said curve, a distance of 31.41 feet to the point of tangency; thence N 31°32'54" E, a distance of 39.50 feet to the point of curvature of a curve, concave to the Northwest, having a central angle of 44°25'30" and a radius of 35.20 feet; thence Northerly along the arc of said curve, a distance of 27.29 feet; thence N 08°42'33"W, a distance of 38.90 feet; thence N 61°13'18" E, a distance of 173.83 feet to a point on the Westerly right-of-way line of Rose Bay Drive; thence S 00°25'03" E, along said right-of-way line, a distance of 149.80 feet to the point of curvature of a curve concave to the West, having a central angle of 23°34'39" and a radius of 470.00 feet; thence Southwesterly along the arc of said curve, a distance of 193.41 feet to the point of tangency; thence S 23°09'36" W, a distance of 309.51 feet to the point of curvature of a curve, concave to the Northwest, having a central angle of 83°08'06" and a radius of 25.00 feet; thence Southwesterly along the arc of said curve, a distance of 36.27 feet to the point of reverse curvature of a curve, concave to the South, having a central angle of 15°29'30" and a radius of 435.00 feet; thence Westerly along the arc of said curve and the North right-of-way line of North Lane, a distance of 117.62 feet to the point of tangency; thence N 89°11'48" W, a distance of 453.34 feet to the point of curvature of a curve, concave to the Northeast, having a central angle of 27°39'46" and a radius of 365.00 feet; thence Northwesterly along the arc of said curve, a distance of 176.22 feet to the point of tangency; thence N 61°32'02" W, a distance of 268.75 feet; thence N 27°27'58" E, a distance of 46.47 feet, to a point on the North line of Section 8, Township 22 South, Range 29 East; thence S 89°02'02" E along said Section line, a distance of 544.81 feet, thence N 00°14'10" W, a distance of 237.86 feet to the Point of Beginning. Containing 7.906 acres more or less.

EXHIBIT 'A'



## PHEASANT RUN PHASE II

A portion of Tracts 10 and 11, Rosamont Section Five as recorded in Plat Book 4, Pages 140-143, Public Records of Orange County, Florida, more particularly described as follows: Beginning at the Southwest corner of said Tract 11, run  $N00^{\circ}14'10''W$ , along the West line of said Tract 11, a distance of 958.54 feet; thence  $S59^{\circ}17'48''E$ , a distance of 248.73 feet; thence  $N89^{\circ}34'57''E$ , a distance of 382.74 feet to a point on the Westerly right-of-way line of Rose Bay Drive; thence  $S00^{\circ}25'03''E$ , along said Westerly right-of-way line, a distance of 724.81 feet; thence  $S61^{\circ}13'18''W$ , a distance of 173.83 feet; thence  $S08^{\circ}42'33''E$ , a distance of 38.90 feet to a point on a curve, concave Southwesterly, having a central angle of  $44^{\circ}25'30''$  and a radius of 35.20 feet; thence from a tangent bearing of  $S12^{\circ}52'36''E$ , run Southerly along the arc of said curve, a distance of 27.29 feet to the point of tangency; thence  $S31^{\circ}32'54''W$ , a distance of 39.50 feet to the point of curvature of a curve, concave Northwesterly, having a central angle of  $27^{\circ}42'56''$  and a radius of 106.27 feet; thence run Southwesterly along the arc of said curve, a distance of 51.41 feet to the point of tangency; thence  $S59^{\circ}13'50''W$ , a distance of 14.00 feet; thence  $N30^{\circ}44'10''W$ , a distance of 9.25 feet to the point of curvature of a curve, concave Southwesterly, having a central angle of  $24^{\circ}36'37''$  and a radius of 305.23 feet; thence run Northwesterly along the arc of said curve, a distance of 131.11 feet; thence  $S34^{\circ}39'13''W$ , a distance of 137.14 feet; thence  $N55^{\circ}20'47''W$ , a distance of 60.59 feet; thence  $N00^{\circ}14'10''W$ , a distance of 30.00 feet; thence  $S89^{\circ}45'50''W$ , a distance of 156.47 feet to a point on the West line of said Tract 10; thence  $N00^{\circ}14'10''W$ , along said West line, a distance of 61.39 feet to the Point of Beginning. Containing 12.216 acres more or less.

MJ34/SVB  
10/18/82  
#0554m

EXHIBIT 'A'

## PHEASANT RUN PHASE III

A portion of Tract 11, Rosemont Section Five, as recorded in Plat Book 4, Pages 140-143, Public Records of Orange County, Florida, more particularly described as follows: Beginning at the Northwest corner of said Tract 11, run  $S89^{\circ}41'45''E$ , along the North line of said Tract 11 and the South right-of-way line of Cherokee Rose Drive, a distance of 568.71 feet to the point of curvature of a curve, concave Southwesterly, having a central angle of  $89^{\circ}16'42''$  and a radius of 25.00 feet; thence run Southeasterly along the arc of said curve, a distance of 38.96 feet to the point of tangency; thence  $S00^{\circ}25'03''E$ , along the West right-of-way line of Rose Bay Drive, a distance of 833.67 feet; thence  $S89^{\circ}34'57''W$ , a distance of 382.74 feet; thence  $N59^{\circ}17'48''W$ , a distance of 248.73 feet to a point on the West line of said Tract 11; thence  $N00^{\circ}14'10''W$ , along said West line, a distance of 737.27 feet to the Point of Beginning. Containing 11.452 acres more or less.

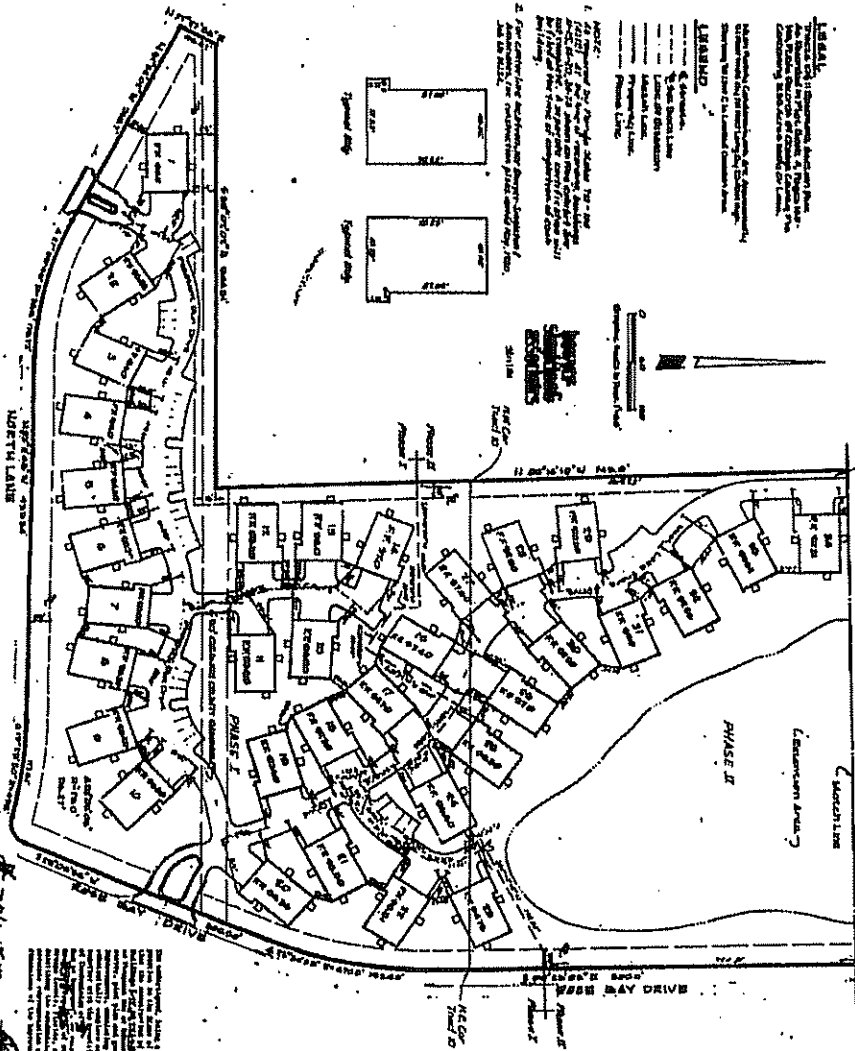
MJ34/SVB  
10/18/82  
#0555m

EXHIBIT 'A'

1111 3319

EXHIBIT 'B'

# PHEASANT RUN AT ROSEMONT A, CONDOMINIUM ORANGE COUNTY, FLORIDA



**LEGEND**

1. All dimensions are in feet and inches.

2. All dimensions are to the centerline of the wall unless otherwise noted.

3. All dimensions are to the centerline of the door unless otherwise noted.

4. All dimensions are to the centerline of the window unless otherwise noted.

5. All dimensions are to the centerline of the balcony unless otherwise noted.

6. All dimensions are to the centerline of the parking space unless otherwise noted.

7. All dimensions are to the centerline of the driveway unless otherwise noted.

8. All dimensions are to the centerline of the walkway unless otherwise noted.

9. All dimensions are to the centerline of the ramp unless otherwise noted.

10. All dimensions are to the centerline of the stairs unless otherwise noted.

11. All dimensions are to the centerline of the elevator shaft unless otherwise noted.

12. All dimensions are to the centerline of the utility room unless otherwise noted.

13. All dimensions are to the centerline of the storage room unless otherwise noted.

14. All dimensions are to the centerline of the laundry room unless otherwise noted.

15. All dimensions are to the centerline of the bicycle rack unless otherwise noted.

16. All dimensions are to the centerline of the trash enclosure unless otherwise noted.

17. All dimensions are to the centerline of the mail room unless otherwise noted.

18. All dimensions are to the centerline of the entrance porch unless otherwise noted.

19. All dimensions are to the centerline of the entrance door unless otherwise noted.

20. All dimensions are to the centerline of the entrance window unless otherwise noted.

WITH  
AMENDMENTS  
AL

CONDOMINIUM BOOK  
PAGE 105

EXHIBIT 'B'

EXHIBIT 'B'

3115 3119

# PHEASANT RUN AT ROSEMONT A, CONDOMINIUM ORANGE COUNTY, FLORIDA

CONDOMINIUM BOOK 7  
AND PAGE 106  
SHOWN 2 OF 3

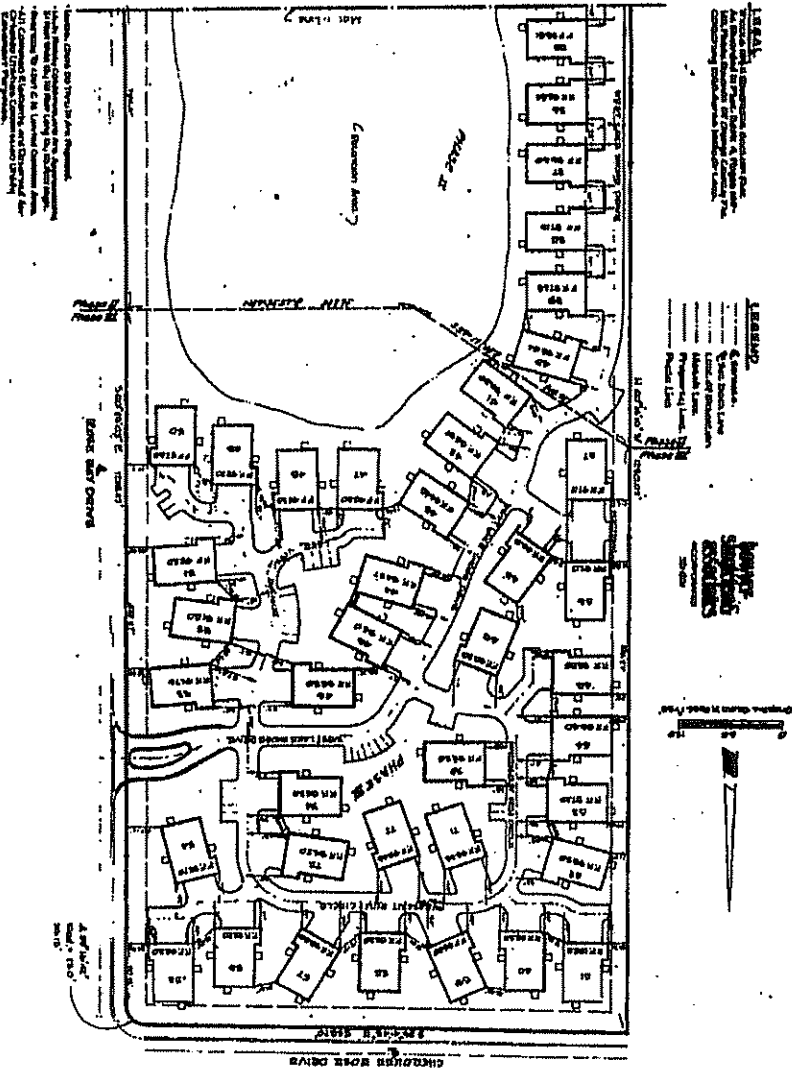


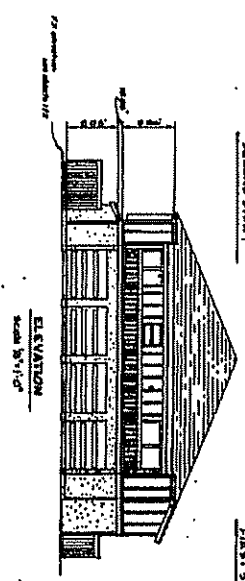
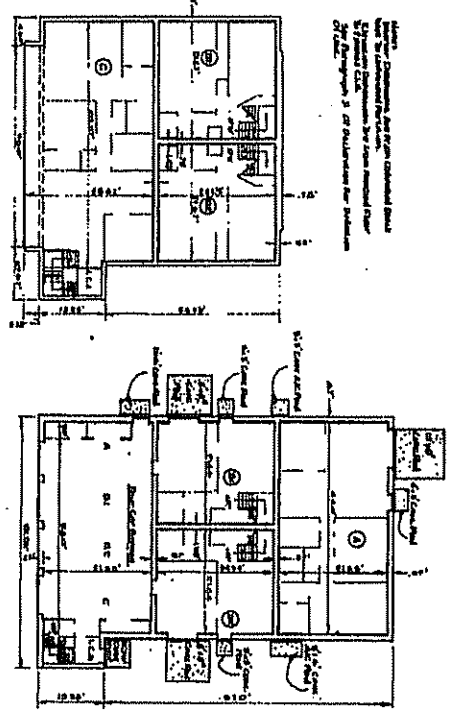
EXHIBIT 'B'

3319 1116

# PHEASANT RUN AT ROSEMONT FLOOR PLAN ORANGE COUNTY, FLORIDA

CONDOMINIUM BOOK  
AND PAGE 107

Notes: 1. Dimensions are given in rounded feet and rounded inches. 2. All dimensions are given in rounded feet and rounded inches. 3. All dimensions are given in rounded feet and rounded inches.



Legend:  
 - indicates 1/2" dimension  
 - indicates 1/4" dimension  
 - indicates 1/8" dimension  
 - indicates 1/16" dimension

Notes: The floor plan is a preliminary drawing and is subject to change without notice. All dimensions are given in rounded feet and rounded inches.

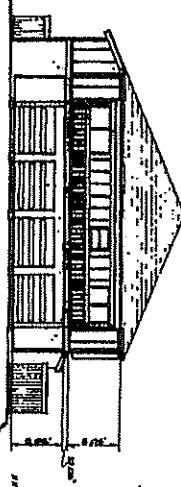
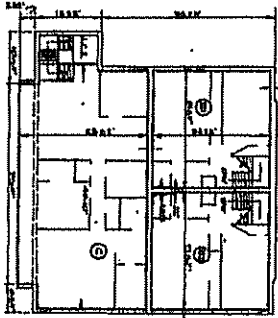
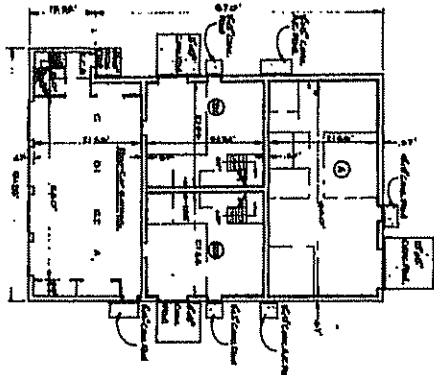
**BRUNNEN**  
 ARCHITECTS  
 4000 N. W. 11th St.  
 Miami, Florida 33150

3319 1117

# PHEASANT RUN AT ROSEMONT

## FLOOR PLAN

### ORANGE COUNTY, FLORIDA



Notes: 1. Dimensions are given in feet and inches. 2. All dimensions are to the center line unless otherwise noted. 3. All dimensions are to the finished surface unless otherwise noted. 4. All dimensions are to the center line unless otherwise noted.

Legend:  
--- indicates the location of the center line of the building.  
--- indicates the location of the center line of the building.  
--- indicates the location of the center line of the building.

Notes: 1. Dimensions are given in feet and inches. 2. All dimensions are to the center line unless otherwise noted. 3. All dimensions are to the finished surface unless otherwise noted. 4. All dimensions are to the center line unless otherwise noted.

RECORDED & RECORD VERIFIED

*James H. Holden*  
County Registrar, Orange

CONDOMINIUM BOOK 7  
PAGE 101

2532

TENTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM

PHEASANT RUN AT ROSEMONT CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

THAT, this Tenth Amendment to the Declaration of Condominium of that certain condominium known as Pheasant Run At Rosemont Condominium is made and entered into this 6<sup>th</sup> day of October, 1982, by Elmhurst Corporation, a Florida corporation, hereinafter referred to as "Developer", and joined by the parties who have hereunto executed this Amendment or who have joined in the execution hereof.

W I T N E S S E T H:

WHEREAS, Developer has previously made and imposed a certain Declaration of Condominium in accordance with the terms of said Declaration as recorded in Official Records Book 3181, Page 476, et. seq., and which the plat of survey of the Condominium was recorded in Condominium Book 6, Page 52, et. seq., Public Records of Orange County, Florida; and

WHEREAS, Developer has caused the said Declaration of Condominium together with the amendments thereto to be re-recorded and said Declaration of Condominium and Amendments were re-recorded in Official Records Book 3215, Page 2486, et. seq., Public Records of Orange County, Florida; and

WHEREAS, the parties hereto are desirous of amending the said Declaration of Condominium as hereinafter provided.

NOW, THEREFORE, the Developer together with the other parties executing this Amendment hereof or by separate joinder in the execution hereof, hereby amends the Declaration of Condominium as hereinafter provided, to wit:

1. Developer hereby adds Phase II of Pheasant Run At Rosemont Condominium as set forth in the Declaration of Condominium, as amended. In connection therewith, Phase II shall consist of Building Nos. 16, 24 through 40, inclusive, and shall consist of seventy-two (72) units. A legal description of Phase II together with the plot plan thereof and survey is shown in Condominium Book 7, Page 105-108, Public Records of Orange County, Florida. In accordance therewith, the undersigned Developer, being the owner of fee simple title together with Aspen Development Management Corporation of those lands located and situated in Orange County, Florida, being more particularly described in Exhibit "A", attached hereto, does hereby submit the said land and improvements thereon to Condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act". Developer intends the lands submitted hereby to constitute Phase II of Pheasant Run At Rosemont Condominium in accordance with the Declaration of Condominium thereof, as amended and in accordance with Chapter 718, Florida Statutes.

2. Except as specifically modified herein, all terms and conditions of the Declaration of Condominium of Pheasant Run at Rosemont Condominium shall remain in full force and effect.

RETURN TO:  
Home Star  
1950 Lee Road, Suite 200B

This Instrument Was Prepared By:  
C. DAVID BROWN II  
BROAD AND CASSEL  
2699 Lee Road, Suite 205  
Winter Park, Florida 32789

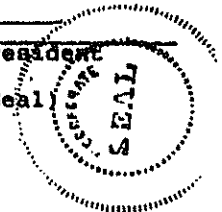
IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set the day and year first above written.

Signed, sealed and delivered in the presence of:

ELMHURST CORPORATION, a Florida corporation

Theresa L. Peiris  
Cynthia A. Girdons

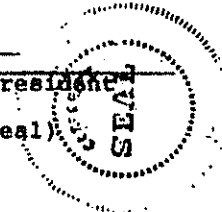
By: W.R.  
WAYNE R. AUSMUS, President  
(Corporate Seal)



ASPEN DEVELOPMENT MANAGEMENT CORPORATION, a Florida corporation

Theresa L. Peiris  
Cynthia A. Girdons

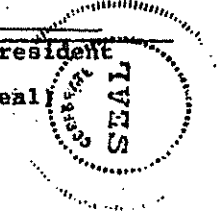
By: W.R.  
WAYNE R. AUSMUS, President  
(Corporate Seal)



PHEASANT RUN DEVELOPMENT CORPORATION, a Florida corporation

Theresa L. Peiris  
Cynthia A. Girdons

By: W.R.  
WAYNE R. AUSMUS, President  
(Corporate Seal)



State Title Co.  
350 Lee Road, Suite 105-B

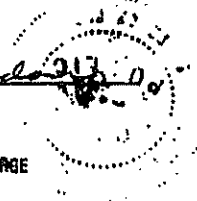
STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this day before me personally appeared WAYNE R. AUSMUS, President of ELMHURST CORPORATION, a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid this 6th day of October, 1982.

Cynthia A. Girdons  
NOTARY PUBLIC  
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 15, 1986  
BONDED THROUGH: MUNDY-ARNTON, INC.





STATE OF FLORIDA

COUNTY OF ORANGE

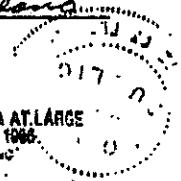
I HEREBY CERTIFY, that on this day before me personally appeared WAYNE R. AUSMUS, President of ASPEN DEVELOPMENT MANAGEMENT CORPORATION, a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid this 6th day of October, 1982.

Cynthia A. Gendron  
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 15, 1988  
BONDED THROUGH MURPHY-ASHLEY, INC.



STATE OF FLORIDA

COUNTY OF ORANGE

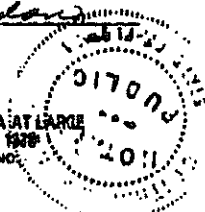
I HEREBY CERTIFY, that on this day before me personally appeared WAYNE R. AUSMUS, President of PHEASANT RUN DEVELOPMENT CORPORATION, a Florida Corporation, to me known to be the person who signed the foregoing instrument as such officer for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid this 6th day of October, 1982.

Cynthia A. Gendron  
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 15, 1988  
BONDED THROUGH MURPHY-ASHLEY, INC.



RETURN TO:  
The State Fair  
50 Lee Road  
Orlando, Florida 32819

JOINDER AND CONSENT

KNOW ALL MEN BY THESE PRESENTS:

That, NATIONAL INVESTORS PENSION INSURANCE COMPANY, is the owner and holder of that certain Mortgage recorded in Official Records Book 3310, Page 2374, Public Records of Orange County, Florida and by the execution hereof does hereby join and consent to that certain Amendment to the Declaration of Condominium of Pheasant Run at Rosemont Condominium which said Declaration was recorded in Official Records Book 3215, Page 2486, et. seq. and re-recorded in Official Records Book 3215, Page 2486, Public Records of Orange County, Florida whereby PHASE II of Pheasant Run at Rosemont Condominium is added to the existing units of Pheasant Run at Rosemont Condominium.

IN WITNESS WHEREOF, the parties hereto have set their hands seal this 10th day of October, 1982.

Signed, sealed and delivered in the presence of:

Linda Wagner Jones  
Wanna M. Laffan  
Susan K. Warrington

NATIONAL INVESTORS PENSION INSURANCE COMPANY

By: John Coffill, Vice President

Attest: Linda Wagner Jones, Asst. Sec.  
(Corporate Seal)



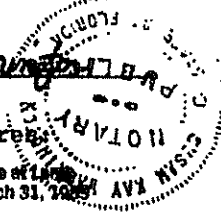
RETURN TO:  
Home State Title Co.  
1950 Lee Road, Suite 105-B

STATE OF FLORIDA  
COUNTY OF Orange

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared John Coffill, and Linda Wagner Jones, as Vice President and Asst. Secretary for National Investors Pension Insurance Co., to me known to be the parties described in and who after being duly sworn, executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and official seal this 13 day of October, 1982.

Susan Kay Warrington  
NOTARY PUBLIC  
My commission expires  
Notary Public, Florida, State of Florida  
My Commission Expires March 31, 1985



KNOW ALL MEN BY THESE PRESENTS:

That, SUNSHINE PENINSULA CONSTRUCTION COMPANY, INC., is the owner and holder of that certain Mortgage recorded in Official Records Book 3310, Page 2382, Public Records of Orange County, Florida and by the execution hereof does hereby join and consent to that certain Amendment to the Declaration of Condominium of Pheasant Run at Rosemont Condominium which said Declaration was recorded in Official Records Book 3215, Page 2486, et. seq. and re-recorded in Official Records Book 3215, Page 2486, Public Records of Orange County, Florida whereby PHASE II of Pheasant Run at Rosemont Condominium is added to the existing units of Pheasant Run at Rosemont Condominium.

IN WITNESS WHEREOF, the parties hereto have set their hands seal this 11 day of OCT, 1982.

Signed, sealed and delivered in the presence of:

[Signature]

SUNSHINE PENINSULA CONSTRUCTION COMPANY, INC.

By: [Signature]  
Murray Golub, President



[Signature]

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

(Corporate Seal)

401 W. Lake Road, Suite 105-B  
Tavares, Florida 32789

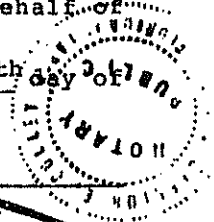
STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared Murray Golub and XXXXXXXXXXXXXXXXXXXX, as President and For Sunshine Peninsula Construction, to me known to be the parties described in and who after being duly sworn, executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and official seal this 11th day of September, 1982.

[Signature]  
NOTARY PUBLIC



My commission expires:

Notary Public, State Of Florida At Large  
My Commission Expires July 5, 1983  
Bonded Thru Frankum Insurance Asscy.

## PHEASANT RUN PHASE II

A portion of Tracts 10 and 11, Rosemont Section Five as recorded in Plat Book 4, Pages 140-143, Public Records of Orange County, Florida, more particularly described as follows: Beginning at the Southwest corner of said Tract 11, run  $N00^{\circ}14'10''W$ , along the West line of said Tract 11, a distance of 958.54 feet; thence  $S59^{\circ}17'48''E$ , a distance of 248.73 feet; thence  $N89^{\circ}34'57''E$ , a distance of 382.74 feet to a point on the Westerly right-of-way line of Rose Bay Drive; thence  $S00^{\circ}25'03''E$ , along said Westerly right-of-way line, a distance of 724.81 feet; thence  $S61^{\circ}13'18''W$ , a distance of 173.83 feet; thence  $S08^{\circ}42'33''E$ , a distance of 38.90 feet to a point on a curve, concave Southwesterly, having a central angle of  $44^{\circ}25'30''$  and a radius of 35.20 feet; thence from a tangent bearing of  $812^{\circ}52'36''E$ , run Southerly along the arc of said curve, a distance of 27.29 feet to the point of tangency; thence  $S31^{\circ}32'54''W$ , a distance of 39.50 feet to the point of curvature of a curve, concave Northwesterly, having a central angle of  $27^{\circ}42'56''$  and a radius of 106.27 feet; thence run Southwesterly along the arc of said curve, a distance of 51.41 feet to the point of tangency; thence  $S59^{\circ}15'50''W$ , a distance of 14.00 feet; thence  $N30^{\circ}44'10''W$ , a distance of 9.25 feet to the point of curvature of a curve, concave Southwesterly, having a central angle of  $24^{\circ}36'37''$  and a radius of 305.23 feet; thence run Northwesterly along the arc of said curve, a distance of 131.11 feet; thence  $S34^{\circ}39'13''W$ , a distance of 137.14 feet; thence  $N53^{\circ}20'47''W$ , a distance of 60.59 feet; thence  $N00^{\circ}14'10''W$ , a distance of 30.00 feet; thence  $S89^{\circ}43'50''W$ , a distance of 156.47 feet to a point on the West line of said Tract 10; thence  $N00^{\circ}14'10''W$ , along said West line, a distance of 61.39 feet to the Point of Beginning. Containing 12.216 acres more or less.

RETURN TO  
Home State Title Co.  
1950 Lee Road, Suite 105-B  
Winter Park, Florida 32780

MJ34/SVB  
10/18/82  
#0354m

RECORDED & RECORD VERIFIED

*Thomas H. Hester*

County Comptroller, Orange Co., Fla.

EXHIBIT 'A'

This document is being re-recorded to add [redacted] Development and Management Corporation, a Florida corp., as joining in the execution of the Declaration of Condominium.

1162 ORANGE CO., FL  
MAR 25 11 07 AM '81  
3181 476

DECLARATION OF CONDOMINIUM  
OF  
PHEASANT RUN AT ROSEMONT CONDOMINIUM

MADE by the undersigned Developer, for itself, its successors, grantees and assigns.

The undersigned Developer, being the owner of fee simple title of record to those certain lands located and situated in Orange County, Florida, being more particularly described in Exhibit A, attached hereto, does hereby submit the said lands and improvements thereon to condominium ownership pursuant to the provisions of Chapter 718 of the Florida Statutes, hereinafter called the "Condominium Act." Developer intends PHEASANT RUN AT ROSEMONT CONDOMINIUM to be a Phase Development pursuant to Chapter 718.403 of the Florida Statutes as hereinafter set forth.

1. NAME. The name by which this condominium is to be identified is PHEASANT RUN AT ROSEMONT CONDOMINIUM.

2. DEFINITIONS. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of PHEASANT RUN AT ROSEMONT CONDOMINIUM ASSOCIATION, INC., shall be defined in accordance with the provisions of the Condominium Act and as follows, unless the context otherwise requires:

2.1. Clusterhome means unit as defined by the Condominium Act and the land thereunder.

2.2. Clusterhome Owner means unit owner as defined by the Condominium Act.

2.3. Association means PHEASANT RUN AT ROSEMONT CONDOMINIUM ASSOCIATION, INC., and its successors.

2.4. Condominium unit owner means the owner of a Clusterhome.

2.5. Common elements shall include:

(a) All of those items stated in the Condominium Act.

(b) Tangible personal property required for the maintenance and operation of the Condominium even though owned by the Association.

(c) All Condominium property not included in the

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Clusterhomes for each phase as it is developed and a supplemental declaration therefor is recorded and any "limited common elements".

2.6. Common Expenses include:

(a) Expenses of administration and management of the condominium property.

(b) Expenses of maintenance, insurance, operation, repair, replacement or betterment of the common elements, and of the portions of the units to be maintained by the Association.

(c) Expenses of administration and management of the Association as hereinafter set forth and as set forth in the Articles of Incorporation and By-Laws of the Association.

(d) Expenses declared common expenses by the provisions of this Declaration or by the By-Laws of the Association.

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

2.7. Utilities Services shall be limited to electric power, water, air conditioning, garbage and sewage disposal for the Common Elements. Each Unit will be separately metered and each Unit Owner shall pay all of his own utility expenses including electric power, water, air conditioning and garbage and sewage disposal.

2.8. Limited Common Elements shall include:

(a) All of those items stated in the Condominium Act.

(b) The four-car garage as shown in Exhibit E - First Floor Plan.

3. The Condominium is described as follows:

3.1. Survey. A survey of the land and a graphic description of the improvements in which units are located which identifies each Unit by letter, name or number, so that no Unit bears the same designation as any other Unit, and a plot plan thereof, all in sufficient detail to identify the common elements and each Unit and their relative locations and approximate dimensions herein referred to as Exhibit E, as

recorded in Condominium Exhibit

Book 6, Pages 52 thru 54.

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3.2. Amendment of Plans. Developer reserves the right to change the interior design and arrangement of and the exterior appearance of all Units so long as Developer owns the Units so arranged and altered, provided such change shall be reflected by an amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and need not be approved by the Association of Clusterhome Owners or by the Condominium, whether or not elsewhere required by an amendment.

(a) Alternation of Boundaries and Clusterhome Dimensions. Developer reserves the right to alter the boundaries between Units, so long as Developer owns the Units so altered; to increase or decrease the number of Clusterhomes and to alter the boundaries of the Common Elements, so long as the Developer owns the Clusterhomes abutting the Common Elements where the boundaries are being altered, provided no such change shall be made without amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the Institutional Mortgagee of Clusterhomes affected, where the said Clusterhomes are encumbered by individual mortgages, or where they are included in an overall construction mortgage on the condominium buildings, and such amendment shall not require the approval of Clusterhome Owners or of the Association.

3.3. Easements. Easements are expressly provided for and reserved in favor of the Owners and occupants of the Condominium buildings, their guests and invitees, including appropriate utility companies, as follows:

(a) Utilities. Easements are reserved and granted over, under, upon and through the Condominium property as may be required for utility services in order to serve all phases of the Condominium adequately.

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(b) Encroachments. Easements for encroachments are reserved and granted in the event any Unit or Common Element shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner to the extent of such an encroachment so long as it shall exist.

(c) Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of Condominium property except to the extent that space may be specifically designated for parking purposes.

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

(a) The upper and lower boundaries of the Clusterhome shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(i) Upper Boundaries. The horizontal plane of the undecorated finished ceiling, which may be horizontal or inclined.

(ii) Lower Boundaries. The horizontal plane of the undecorated finished floor.

(b) The Perimetrical Boundaries of the Unit are the vertical planes of the unfinished interior of the walls extended to intersections with the upper and lower boundaries.

3.5. Clusterhomes. By this Declaration there are eighty-eight (88) Units submitted to condominium ownership. There



are two hundred ninety-six (296) Clusterhomes proposed to be constructed in PHEASANT RUN AT ROSEMONT CONDOMINIUM. Each Unit will be identified by a number and the phase as graphically described in the site plan, a copy of which is attached as Exhibit E.

3.6. Identification of Units. The Condominium property will consist of two hundred ninety-six (296) Units in all, and for the purpose of identification, all Units listed on the Condominium property are given identifying names and numbers as delineated on the site plan, attached as Exhibit E, attached hereto and made a part of this Declaration. No Unit bears the same identifying phase and number as does any other Unit. Exhibits hereto also contain a survey of the land, graphic description of the improvements in which the Units are located, and a site plan which, together with this Declaration, are in sufficient detail to identify the location, dimensions and size of the common elements and of each Unit, as evidenced by the certificate of the registered land surveyor attached hereto. The legend and notes contained within the exhibits are incorporated herein and made a part hereof by reference. The Units are legally described by the Condominium Unit Number set forth and identified in the site plan, together with the following language:

CONDOMINIUM UNIT NUMBER \_\_\_\_\_ of PHASE \_\_\_\_\_ of the PHEASANT RUN AT ROSEMONT CONDOMINIUM, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Orange County, Florida, as provided by the Condominium Act of the Statutes of the State of Florida (§718 Fla.Stat.), said description in this conveyance includes, but is not limited to, all appurtenances to the condominium parcel aforescribed, including the undivided interest in the common elements of the Condominium.

4. APPURTENANCES TO UNITS. The Owner of each Unit shall own an undivided share and certain interest in the Condominium property, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium property and common elements being as designated and set forth in Exhibit E. The Owner's share of the common elements, common

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expenses and common surplus are equal to each other. The Owner of each Unit shall also have the exclusive right to use of the Limited Common Elements designated garage as shown on Exhibit E - First Floor Plan. His use of the garage shall be limited to the parking stall designated for his Unit on Exhibit E \_ First Floor Plan.

5. LIABILITY FOR COMMON EXPENSES. Each Unit Owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

6. MEMBERSHIP IN THE ASSOCIATION. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each Unit Owner in the funds and assets of the Condominium held by the Association shall be in the same proportion as the liability of each such Owner and for common expenses.

7. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and improvements shall be as follows:

7.1. Condominium Property.

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

- (i) All Common Elements.
- (ii) All exterior portions of a Unit.
- (iii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services.
- (iv) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1 (a) (ii) (iii) above.

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

(i) To maintain, repair and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens, and door openings into or onto his Unit. All such maintenance, repairs and replacement shall be done without disturbing the rights of other Unit Owners.

(ii) A Unit Owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit without the prior approval, in writing, of the Owners of a record of seventy-five per cent (75%) of the Clusterhome Units, and the approval of the Association.

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

(iv) To make or cause to be made no structural addition or alterations to his Unit or to the Common Elements. Alterations within a Unit may be made only with the prior written consent of the Association and all mortgagees holding a mortgage on his Unit.

7.2 Parking Spaces. The Association shall maintain and repair at the Association's expense all parking spaces. Each Unit Owner shall maintain, pursuant to Paragraph 7.1(b), the garage which is a part of his Unit.

7.3 Alteration and Improvement. After the completion of the improvements included in the Common Elements which are contemplated in the Declaration, there shall be no alteration or further improvements of Common Elements without the prior approval, in writing, by record owners of sixty-six and two-thirds per cent ( $66\frac{2}{3}\%$ ) of all Unit Owners in the Condominium, together with the approval of the Association. The cost of

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such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Unit Owner without his consent. This paragraph shall have application to the right vested in the Developer pursuant to the provisions of Paragraph 3.2 and 3.2(a) hereof.

8. ASSESSMENTS. The making and collection of assessments against Unit Owners for common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws of the Association, subject to the following provisions:

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

8.2 Lien for Assessments. The Association shall have a lien against each Unit for any unpaid assessments against the Owner thereof, and for interest accruing thereon, which lien shall also include all costs, expenses and reasonable attorneys' fees (including those incurred on appeal) incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said lien may be recorded among the Public Records of Orange County, Florida, by filing a claim therein which states the legal description of the Unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall have been paid. Such claims of lien may be signed and verified by an officer of the Association, or by managing agent of the Association. Upon full payment, the party making payment shall

be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. All such liens shall be subordinate to the lien of mortgages or other liens recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the Owner of the Unit subject to the lien shall be required to pay a reasonable rental fee for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a mortgagee of a first mortgage of record shall obtain title to the Unit as a result of the foreclosure of a first mortgage, or in the event an institutional mortgagee as to a first mortgage of record shall obtain title to a Unit as the result of a conveyance in lieu of foreclosure of such first mortgage, such acquirer of title, its successors and assigns, shall not be liable for that share of the common expenses or assessments by the Association chargeable to the Unit, or the Owner thereof, which became due prior to the acquisition of title by such institutional mortgagee or purchaser at foreclosure sale, and any such unpaid share of common expenses, or assessments, chargeable against any such foreclosure, shall be deemed a common expense, to be paid in the same manner as other common expenses of the Condominium by all of the Condominium Unit Owners.

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9. PHEASANT RUN AT ROSEMONT CONDOMINIUM ASSOCIATION, INC.

The operation of the Condominium shall be PHEASANT RUN AT ROSEMONT CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its

powers and duties, is attached as Exhibit F.

9.2 By-Laws. A copy of the By-Laws of the Association is attached as Exhibit G.

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

9.4 Restraint Upon Assignment of Shares and Assets.

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

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

10. THE INSURANCE: The insurance, other than title insurance, that shall be carried upon the Condominium property and the property of the Unit Owners shall be governed by the following provisions:

10.1 Authority To Purchase; Named Insured. All insurance policies upon the Condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee designated below, and all policies and their endorsements shall be deposited with

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the insurance trustee. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

10.2 Coverage.

(a) Casualty. All buildings and improvements upon the condominium property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against Units in the Condominium. Coverage shall afford protection against:

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

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

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

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

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

10.3 Proceeds upon insurance policies purchased by the Association shall be for the benefit of the Association and Unit Owners and their mortgagees as their interests may appear, and such policies shall provide that all proceeds covering property losses shall be paid to STATE BANK OF MIAMI, as Trustee, or to such other bank in Florida with trust powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association, the Trustee being referred to herein as the Insurance Trustee is subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against Units in the condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

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(a) Proceeds on Account of Damage to Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the common elements.

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

(i) When the building is to be restored:

For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association.

(ii) When the building is not to be restored:

An undivided share for each Unit Owner, such share being the same as the undivided share in the common elements appurtenant to his Unit.



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

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

- (a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.
- (b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Mortgagee of a Unit.
- (c) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall

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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. This is a covenant for the benefit of, and may be enforced by, the Mortgagee of a Unit.

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

10.5 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

11. Reconstruction or Repair After Casualty.

11.1 Determination to reconstruct or repair. If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) Lesser Damage. If the damaged improvements are buildings, and if units to which fifty per cent (50%) of the common elements are appurtenant are found by the Board of Directors to be non-tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty, the Owners of eighty

per cent (80%) of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

11.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, or, in lieu thereof according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is buildings, by the Owners of not less than eighty per cent (80%) of the common elements, including the Owners of all damaged Units, together with the approval of the institutional Mortgagees holding first mortgages upon all damaged Units, which approval shall not be unreasonably withheld.

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

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

11.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of

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ation is less than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a Mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

(iii) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the said Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the Mortgagee jointly, who may use such proceeds as they may be advised.

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

reconstruction and repair are insufficient, assessments shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to common elements shall be in proportion to the Owner's obligation for common expenses.

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

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repairs.

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

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Associ-

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fund shall not be made payable to any Mortgagee.

(v) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid, provided that when a Mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the Mortgagee as payee of any distribution of insurance proceeds to a Unit Owner; and further provided, that when the Association, or a Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursement in payment of costs of reconstruction and repair.

12. Use Restrictions. The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists and the Clusterhomes in useful condition exist upon the land:

12.1 Units. Each of the Units shall be occupied only as a single family private dwelling. Except as reserved to Developer, no Unit may be divided or subdivided into a smaller Unit.

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12.2 Common Elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. Unit Owners shall not modify the exterior appearance of Units, add or move plants, or install any item without approval of Developer or Condominium Association.

12.3 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit, or the common elements except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Dogs or cats must be leashed at all times when outside any Unit upon the property of the Condominium.

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

12.5 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common elements or Units, excepting that the right is specifically reserved in the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or un-

Occupied Unit it may from time to time own, and the same right is reserved to any institutional first mortgagee which may become the Owner of a Unit, and to the Association as to any Unit which it may own.

12.7 Parking Spaces. No truck or other commercial vehicle shall be parked in any parking space except with the written consent of the Board of Directors, except such temporary parking in spaces provided for the purpose as may be necessary to effectuate deliveries to the Condominium, the Association, or Unit Owners and residents.

12.8 Exterior Appearance. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any Unit or common element. The common elements shall be kept free and clear of rubbish, debris and other unsightly material. Nothing shall be hung or displayed on the outside walls of any Unit and no awning, canopy, shade, window guard, ventilator, fan, air conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or the roof or any part thereof without the prior consent of the Association and the Developer.

12.9 Regulations. Reasonable regulations concerning the use of Condominium property including specifically the beach area may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners and resident of the Condominium upon request.

12.10 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units and common elements as may facilitate such completion and sale, including but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

13. PHASE DEVELOPMENT. PHEASANT RUN AT ROSEMONT CONDOMINIUM is a planned community which will be developed pursuant to a master plan. The master plan provides for the development of a community in three (3) phases. Phase I will contain Eighty-Eight (88) Units;



Phase II will contain one hundred four (104) Units; and Phase III will contain One Hundred Four (104) Units. There will be four (4) Units in each building. Each building will be identified by a letter so that in Phase I which contains twenty-two (22) buildings, each building will be identified as Phase I-A, Phase I-B, Phase I-C, and so forth. Buildings in Phases II and III will be similarly identified. Phases II and III will contain twenty-six (26) buildings each and they will be identified as Phase II-A through Phase II-Z and Phase III will be identified as Phase III-A through Phase III-Z.

A complete legal description of the land and a legal description of the land to be included in each Phase is attached hereto as Exhibits A through D.

13.1 Recreational Facilities. The recreational facilities of the lake, beach and picnic area and dock and other common elements as shown on Exhibit E are a part of Phase III but shall be common elements for all Phases of the Condominium as added, and Unit Owners of all Phases of the Condominium shall share all costs, expense, responsibility, obligation, rights, use, benefit and ownership thereof in the respective fractions as set forth in Paragraph 13.2 below, subject to the provisions of this Declaration and rules and regulations properly adopted from time to time.

13.2 Impact of Subsequent Phases. Until such time as other Phases are added to the Condominium as contemplated herein, each Unit Owner in Phase I shall own appurtenant to each Unit an undivided interest in the common elements represented by a fraction, the numerator of which is one (1) and the denominator of which is eighty-eight (88) (the "Undivided Fractional Common Interest"). As Phases are added to the Condominium, the Undivided Fractional Common Interest appurtenant to each Unit and belonging to the Owner(s) of each Unit within the Condominium shall be adjusted and changed by adding one hundred four (104) to the denominator the Undivided Fractional Common Interest for additional Phase II and one hundred four (104) for Phase III. For example, upon the addition of two (2) Phases, each Unit Owner will have an Undivided Fractional

Common Interest in the common elements of one one-hundred-ninety-seconds (1/192) and upon the addition of all Phases, each Unit Owner will have an Undivided Fractional Common Interest in the common elements of one two-hundred-ninety-sixths (1/296). Phases may be developed out of numerical sequence.

13.3 Time for Completion. Phase I will be completed and ready for occupancy on or before July, 1982. Thereafter, each additional Phase must be completed within a two (2) year period from the completion of the prior Phase.

13.4 Recreational Facilities. All recreational facilities will be completed as part of Phase III. Should Phase III not be completed, no recreational facilities will be provided.

13.5 Voting. Each Unit Owner will be entitled to one (1) vote per Unit as set forth in the Articles of Incorporation and By-Laws of PHEASANT RUN AT ROSEMONT CONDOMINIUM ASSOCIATION, INC. Upon completion of Phase I, each Unit Owner will be entitled to one (1) vote out of a total of eighty-eight (88) votes. Upon the completion of Phase II, each Unit Owner will be entitled to one (1) vote out of a total of One hundred ninety-two (192) votes. Upon the completion of Phase III, each Unit Owner will be entitled to one (1) vote out of a total of two hundred ninety-six (296) votes. The failure of the Developer to add Phases II and III will result in each Unit Owner's proportionate vote being increased by two-thirds of one per cent (1%). The failure of the Developer to add Phase III will result in each Unit Owner's proportionate vote being increased by one-half (1/2) of one per cent (1%).

13.6 Notification. Developer will notify all Unit Owners by certified mail of its intention to commence construction of any subsequent Phase or of its decision not to commence construction of additional Phases.

13.7 Ownership of Common Elements. In the event any subsequent Phase of Phases are not added, Unit Owners in existing Phases shall be one hundred per cent (100%) Owners of all common elements that have been developed to that date.

14. PURCHASE OF UNITS BY ASSOCIATION. The Association shall

D.R. 3213 PC 2507

L.R. 3213 PG 2508

have the power to purchase Units subject to the following provisions:

14.1 Decision. The decision of the Association to purchase a Unit shall be made by its Directors, without the necessity of approval by its membership, except as is hereinafter expressly provided for.

14.2 Limitation. If at any time the Association shall be the Owner or agreed purchaser of one (1) Unit in the Condominium, it may not purchase any additional Units therein without the prior written approval of seventy-five per cent (75%) of the members eligible to vote. If at any time the Association shall be the Owner or agreed purchaser of an aggregate of eight (8) or more Units in all of the Condominiums administered and operated by it, it may not purchase any additional Units without the prior written approval of seventy-five per cent (75%) of the members eligible to vote. A member whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon; provided, however, that the limitations hereof shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Unit plus the amount due the Association, nor shall the limitation of this paragraph apply to Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien.

15. RIGHT OF DEVELOPER. Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any Unit which the Association shall have the right to purchase upon the same price and at the same terms

available to the Association, such right to first refusal to continue until the sale of all Units in the Condominium, or until four (4) years after the recordation of this Declaration, whichever shall first occur.

16. COMPLIANCE AND DEFAULT. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to be the following relief in addition to the remedies provided by the Condominium Act:

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

16.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Regulations adopted pursuant to them, and the documents and regulations as they may be amended

EX-3213 #2510

from time to time, the prevailing party shall be entitled to recover such reasonable attorneys' fees as may be awarded by the Court; provided, however, no attorneys' fees shall be recovered against the Association in any such action.

16.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restrictions or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

17. AMENDMENTS. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

17.2 A Resolution. A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by those members of the Association owning Units in the Condominium. Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by persons owning not less than ten per cent (10%) of the Units in the Condominium. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting

D.R. 3243 PG 2511

affected shall consent; and no amendment shall change any Unit nor the share in the common elements appurtenant to it nor increase the Owner's share of the common expenses, unless the record Owner of the Unit concerned and all record Owners of mortgages on such Unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record Owners of all mortgages upon the Condominium shall join in the execution of such amendment. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers, and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer shall join in the execution of such amendment, nor shall there be any amendment to make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to all record Owners of mortgages of Units of this Condominium, unless said mortgagee shall join in the execution of such amendment.

17.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Orange County, Florida.

18. TERMINATION. The Condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act:

18.1 Destruction. If it is determined as elsewhere provided that the buildings shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated without agreement.

ca. 3213 re 2512

18.2 Agreement. The Condominium may be terminated at any time by the approval, in writing, of all record Owners of Units and all record Owners of mortgages on Units. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Owners of not less than seventy-five per cent (75%) of the common elements, and the approval of all record Owners of mortgages upon the Units are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving the termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by an Owner of a Unit, or of a mortgagee encumbering a Unit, shall be irrevocable until expiration of the aforementioned option to purchase the Units of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units of Owners not approving of termination shall be exercised upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sales price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined

O.R. 3213 PG 2513

by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Condominium Unit, and the mortgagee thereof shall be agreeable, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

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

18.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of Orange County, Florida.

18.4 Shares of Owners After Termination. After termination of the Condominium the Unit Owners shall own the Condo-property and all assets of the Association attributable to the Condominium as tenants in common in undivided shares in the common elements appurtenant to the owners' Units prior to the termination.

18.5 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of



all record Owners of mortgages upon the Units.

19. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining provisions.

C.A. 3213 PG 2014

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium this 20th day of January, 1981.

ASPEN DEVELOPMENT AND MANAGEMENT CORPORATION  
BY: [Signature]  
WAYNE R. AUSMUS, Pres.  
Signed, sealed and delivered in the presence of:  
[Signature]  
[Signature]

ELMHURST CORPORATION  
By [Signature]  
WAYNE R. AUSMUS, President  
"Developer"

Signed, sealed and delivered in the presence of:  
[Signature]  
[Signature]

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared WAYNE R. AUSMUS, President of ELMHURST CORPORATION, a corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as President and he acknowledges the execution thereof to be his free act and deed as such President for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.

[Signature]  
NOTARY PUBLIC - State of Florida  
at Large  
My commission expires:  
Notary Public, State of Florida  
My Commission Expires Feb. 11, 1985

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of August, 1981, by WAYNE R. AUSMUS, President of ASPEN DEVELOPMENT AND MANAGEMENT CORPORATION, a Florida corporation, on behalf of the corporation.

[Signature]  
NOTARY PUBLIC - State of Florida at Large  
-29- My commission expires:  
Notary Public, State of Florida at Large  
My Commission Expires Aug. 27, 1982  
Banded by American Ink & Envelope Company

JOINDER OF MORTGAGE

MGIC-JANIS PROPERTIES, INC.

DELAWARE  
~~XXXXXXXX~~

corporation, the owner and holder of a mortgage dated the 30th  
day of January, <sup>1981</sup>~~XXXX~~, recorded in O. R. Book 3169  
Page ~~XXX~~ 335, of the Public Records of Orange County,  
Florida, hereinafter called "Mortgagee" does hereby join in the  
making of the foregoing Declaration of Condominium and the Mort-  
gagee agrees that the lien of said mortgage shall hereafter be  
upon, but not limited to, each and every of the parcels set forth  
and referred to in said Declaration.

ORANGE COUNTY RECORDS

Signed, sealed and delivered  
in the presence of:

Judith Millington

By [Signature]  
Vice President

Kathleen King

Attest:

(Corporate Seal)



This instrument prepared by:

Dwaine Carr, Esq.  
341 North Magnolia Avenue  
Orlando, Florida 32801

JOINDER OF MORTGAGE

THE FIRST STATE BANK OF MIAMI, a Florida corporation, the owner and holder of a mortgage dated the 3<sup>rd</sup> day of November, 1981, recorded in O. R. Book 3169, Page(s) 448, 449, 450, of the Public Records of Orange County, Florida, hereinafter called "Mortgagee" does hereby join in the making of the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon, but not limited to, each and every of the parcels set forth and referred to in said Declaration.

FILED IN PUBLIC RECORDS

Signed, sealed and delivered in the presence of:

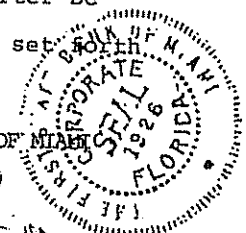
[Signature]  
[Signature]

THE FIRST STATE BANK OF MIAMI

By [Signature]  
Howard Barr, Asst. Vice President

Attest:

[Signature]  
June Brown, Asst. Cashier



(Corporate Seal)

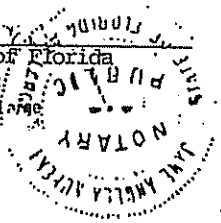
STATE OF FLORIDA:  
COUNTY OF DADE:

BEFORE ME, the undersigned authority, personally appeared HOWARD BARR, and JUNE BROWN, Assistant Vice President and Assistant Cashier, respectively of THE FIRST STATE BANK OF MIAMI, a Florida Corporation, to me known to be the persons who signed the foregoing instrument as Assistant Vice President and Assistant Cashier and severally acknowledged the execution thereof to be their free act and deed as such Assistant Vice President and Assistant Cashier for the uses and purposes therein mentioned and that the said instrument is the act and deed of said Corporation.

This instrument prepared by:

Dwaine Carr, Esq.  
341 North Magnolia Avenue  
Orlando, Florida 32801

Notary Public, State of Florida  
My Commission Expires:  
Notary Public State of Florida At Large  
My Commission Exp  
Bonded Thru Frankfort Insurance Co.



JOINDER OF MORTGAGE

ComBanks Mortgage Company, a Florida corporation, the owner and holder of a mortgage dated the 13th day of February, 1981, recorded under Clerks Number 1617031 ~~XXXXXX XXXXXX~~ Page(s) \_\_\_\_\_, of the Public Records of Orange County, Florida, hereinafter called "Mortgagee" does hereby join in the making of the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon, but not limited to, each and every of the parcels set forth and referred to in said Declaration.

OR 3181 PG 507

Signed, sealed and delivered in the presence of:

*[Signature]*  
*[Signature]*

ComBanks Mortgage Company

By *[Signature]*

Donald C. Moore/Vice President  
Attest:

*[Signature]*

(Corporate Seal)



This instrument prepared by:

Dwaine Carr, Esq.  
 341 North Magnolia Avenue  
 Orlando, Florida 32801

JOINDER OF MORTGAGE

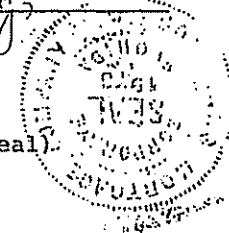
ComBanks Mortgage Company, a Florida corporation, the owner and holder of a mortgage dated the 13th day of February, 1981, recorded ~~XXXXXX~~ under Clerks Number 1617033 Page(s) \_\_\_\_\_, of the Public Records of Orange County, Florida, hereinafter called "Mortgagee" does hereby join in the making of the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon, but not limited to, each and every of the parcels set forth and referred to in said Declaration.

C.R. 3213 PG 210

Signed, sealed and delivered in the presence of:

*Donald C. Moore*  
*Bobbie J. Drayton*

ComBanks Mortgage Company  
 By *Donald C. Moore*  
 Donald C. Moore/Vice President  
 Attest:

*B. H. H. H.*  
 (Corporate Seal)  


This instrument prepared by:

Dwaine Carr, Esq.  
 341 North Magnolia Avenue  
 Orlando, Florida 32801

JOINDER OF MORTGAGE

ComBanks Mortgage Company, a Florida corporation, the owner and holder of a mortgage dated the 13th day of February, 1981, recorded ~~book 200300~~ Book 1617033, Page(s) \_\_\_\_\_, of the Public Records of Orange County, Florida, hereinafter called "Mortgagee" does hereby join in the making of the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon, but not limited to, each and every of the parcels set forth and referred to in said Declaration.

Signed, sealed and delivered in the presence of:

*Donald C. Moore*  
*Bobbie J Taylor*

ComBanks Mortgage Company

By *Donald C. Moore*

Donald C. Moore/Vice President  
Attest:

*Susan B. Holtz*

(Corporate Seal)



This instrument prepared by

Dwaine Carr, Esq.

Orlando, Florida 32801

PHEASANT RUN  
OVERALL LEGAL

Tracts 10 and 11, Rosemont Section Five, as  
recorded in Plat Book 4, Pages 140-143,  
Public Records of Orange County, Florida  
Containing 31.568 acres more or less.

G.P. 3213 PG 2519

EXHIBIT "A"

## PHEASANT RUN PHASE I

From the Northwest corner of Tract 10, Rosemont Section Five, as recorded in Plat Book 4, Pages 140-143, Public Records of Orange County, Florida, run S 00°14'10" E, along the West line of said Tract 10, a distance of 61.40 feet for a Point of Beginning; thence N 89°45'50" E, a distance of 156.47 feet; thence N 28°46'04" E, a distance of 102.30 feet to a point on a curve, concave to the Northeast, having a central angle of 04°41'50" and a radius of 126.19 feet; thence from a tangent bearing of S 61°13'56" E, run Southeasterly along the arc of said curve, a distance of 10.35 feet to the point of tangency, thence S 65°55'46" E, a distance of 22.33 feet to the point of curvature of a curve, concave to the Southwest, having a central angle of 35°11'35" and a radius of 305.23 feet; thence Southeasterly along the arc of said curve, a distance of 187.49 feet to the point of tangency; thence S 30°44'10" E, a distance of 9.25 feet; thence N 59°15'50" E, a distance of 14.00 feet to the point of curvature of a curve, concave to the Northwest, having a central angle of 27°42'56" and a radius of 106.27 feet; thence Northeasterly along the arc of said curve, a distance of 51.41 feet to the point of tangency; thence N 31°32'54" E, a distance of 39.50 feet to the point of curvature of a curve, concave to the Northwest, having a central angle of 44°25'30" and a radius of 35.20 feet; thence Northerly along the arc of said curve, a distance of 27.29 feet; thence S 89°02'02" E, a distance of 147.40 feet to a point on the westerly right-of-way line of Rose Bay Drive; thence S 00°25'03" E, along said right-of-way line, a distance of 25.18 feet to the point of curvature of a curve concave to the West, having a central angle of 23°34'39" and a radius of 470.00 feet; thence Southwesterly along the arc of said curve, a distance of 193.41 feet to the point of tangency; thence S 23°09'36" W, a distance of 309.51 feet to the point of curvature of a curve, concave to the Northwest, having a central angle of 83°08'06" and a radius of 25.00 feet; thence Southwesterly along the arc of said curve, a distance of 36.27 feet to the point of reverse curvature of a curve, concave to the South, having a central angle of 15°29'30" and a radius of 435.00 feet; thence Westerly along the arc of said curve and the North right-of-way line of North Lane, a distance of 117.62 feet to the point of tangency; thence N 89°11'48" W, a distance of 453.34 feet to the point of curvature of a curve, concave to the Northeast, having a central angle of 27°39'46" and a radius of 365.00 feet; thence Northwesterly along the arc of said curve, a distance of 176.22 feet to the point of tangency; thence N 61°32'02" W, a distance of 268.75 feet; thence N 27°27'58" E, a distance of 46.47 feet, to a point on the North line of Section 8, Township 22 South, Range 29 East; thence S 89°02'02" E along said Section line, a distance of 544.81 feet; thence N 00°14'10" W, a distance of 237.86 feet to the Point of Beginning. Containing 7.869 acres more or less.

070701 0170 13

EXHIBIT "B".



## PHEASANT RUN PHASE II

From the Northwest corner of Tract 11, Rosemont Section Five, as recorded in Plat Book 4, Pages 140-143, run S 89°41'45" W, along the South right-of-way line of Cherokee Rose Drive, a distance of 568.71 feet to the point of curvature of a curve, concave to the Southwest, having a central angle of 89°16'42" and a radius of 25.00 feet; thence Southeasterly along the arc of said curve, a distance of 38.96 feet to the point of tangency; thence S 00°25'03" E, along the West right-of-way line of Rose Bay Drive, a distance of 577.45 feet; thence S 89°34'57" W, a distance of 172.73 feet; thence N 28°36'38" W, a distance of 44.15 feet; thence S 74°16'51" W, a distance of 132.14 feet; thence N 64°41'48" W, a distance of 72.23 feet to a point on a curve, concave to the Northwest, having a central angle of 10°17'12" and a radius of 312.49 feet; thence from a tangent bearing of S 23°13'18" W, run Southwesterly along the arc of said curve, a distance of 56.10 feet to the point of tangency; thence S 33°30'29" W, a distance of 53.00 feet to the point of curvature of a curve concave to the Southeast, having a central angle of 05°53'03" and a radius of 92.83 feet; thence Southerly along the arc of said curve, a distance of 9.53 feet; thence N 55°58'54" W, a distance of 123.89 feet; thence S 89°45'50" W, a distance of 45.50 feet to a point on the West line of Tract 11; thence N 00°14'10" W, a distance of 605.28 feet to the Point of Beginning. Containing 8.255 acres more or less.

O.R. 3213 PG 2521

EXHIBIT "C"

## PHEASANT RUN PHASE III

From the Southwest corner of Tract 11, Rosemont Section Five, as recorded in Plat Book 4, Pages 140-143, Public Records of Orange County, Florida, run N 00°14'10" W along the West line a distance of 1090.53 feet; thence N 89°45'50" E, a distance of 45.50 feet; thence S 55°58'54" E, a distance of 123.89 feet to the point of curvature of a curve, concave to the Southeast, having a central angle of 05°53'03" and a radius of 92.83 feet; thence Northeasterly along the arc of said curve, a distance of 9.53 feet; thence N 33°30'29" E, a distance of 53.00 feet to the point of curvature of a curve, concave to the Northwest, having a central angle of 10°17'12" and a radius of 312.49 feet; thence Northeasterly along the arc of said curve, a distance of 56.10 feet; thence S 64°41'48" E, a distance of 72.23 feet; thence N 74°16'51" E, a distance of 132.14 feet; thence S 28°36'38" E, a distance of 44.15 feet; thence N 89°34'57" E, a distance of 172.73 feet to a point on the West right-of-way line of Rose Bay Drive; thence S 00°25'03" E, along said right-of-way line, a distance of 1105.65 feet; thence N 89°02'02" W, a distance of 147.40 feet to a point on a curve, concave to the West, having a central angle of 44°25'30" and a radius of 35.20 feet; thence from a tangent bearing of S 12°52'36" E, run Southerly along the arc of said curve, a distance of 27.29 feet to the point of tangency; thence S 31°32'54" W, a distance of 39.50 feet to the point of curvature of a curve, concave to the Northwest, having a central angle of 27°42'56" and a radius of 106.27 feet; thence Southwesterly along the arc of said curve, a distance of 51.41 feet to the point of tangency; thence S 59°15'50" W, a distance of 14.00 feet; thence N 30°44'10" W, a distance of 9.25 feet to the point of curvature of a curve, concave to the Southwest, having a central angle of 35°11'35" and a radius of 305.23 feet; thence Northwesterly along the arc of said curve, a distance of 187.49 feet to the point of tangency; thence N 65°55'46" W, a distance of 22.33 feet to the point of curvature of a curve, concave to the Northeast, having a central angle of 04°41'50" and a radius of 126.19 feet; thence Northwesterly along the arc of said curve, a distance of 10.35 feet; thence S 28°46'04" W, a distance of 102.30 feet; thence S 89°45'50" W, a distance of 156.47 feet to a point on the West line of Tract 10, Rosemont Section Five; thence N 00°14'10" W, along said West line a distance of 61.40 feet to the Point of Beginning. Containing 15.450 acres more or less.

C.R. 3213 PG 2522

EXHIBIT "D"

PL 3213 & 2523

# PHEASANT RUN AT ROSEMONT A, CONDOMINIUM ORANGE COUNTY, FLORIDA

CONDOMINIUM BOOK  
AND PAGE

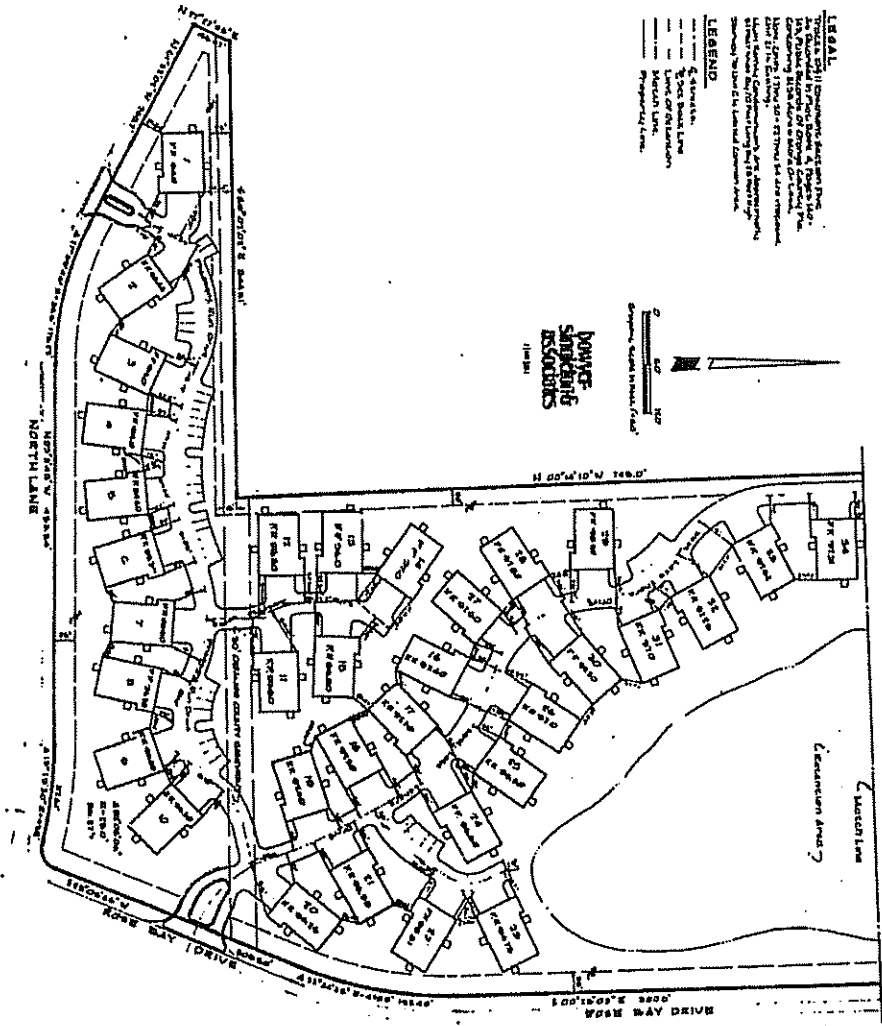
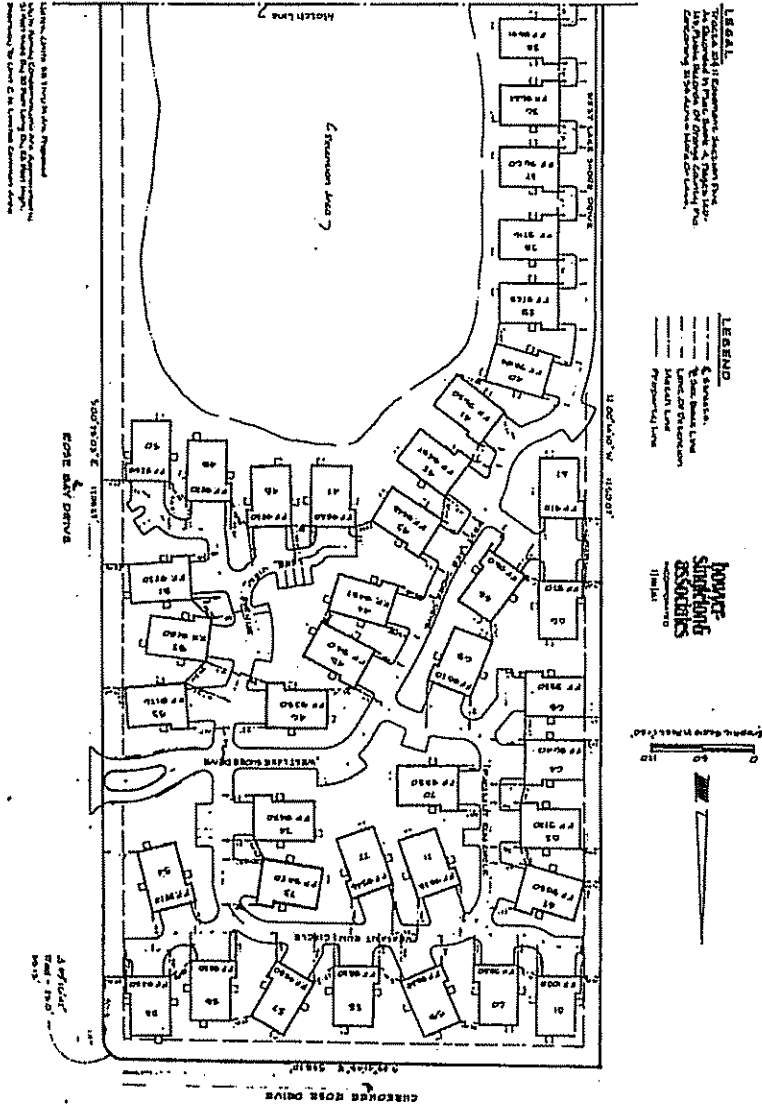


EXHIBIT "E"

C.B. 3181 PC 514

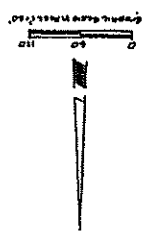
# PHEASANT RUN AT ROSEMONT A, CONDOMINIUM ORANGE COUNTY, FLORIDA



**LEGEND**  
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**ROSEMARY SIMPSON ASSOCIATES**  
 11111



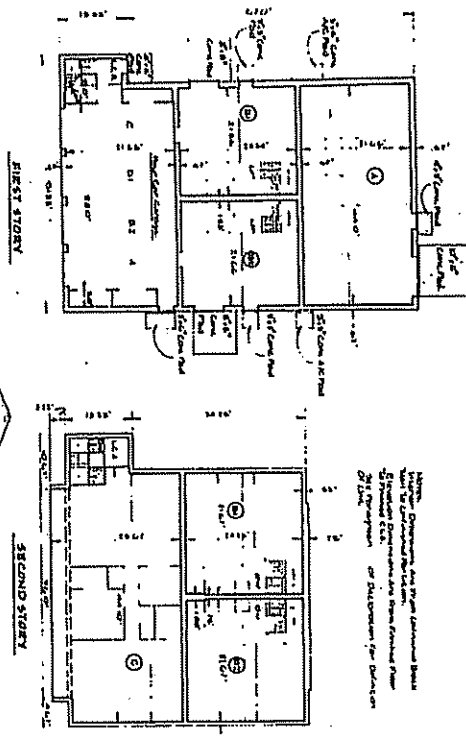
This plan is a preliminary plan and is subject to change without notice. It is not to be used for any other purpose without the written consent of the architect. The architect assumes no responsibility for the accuracy of the information shown on this plan.

EXHIBIT "E"

C.I. 3213 PC 2525

CONDOMINIUM BOOK  
AND PAGE

# PHEASANT RUN AT ROSEMONT A, FLOOR PLAN ORANGE COUNTY, FLORIDA



**NOTES:**  
 1. Dimensions are from external face  
 2. All door openings are from finished floor  
 3. All door swings are as shown  
 4. All dimensions are in feet and inches  
 5. All dimensions are rounded to the nearest 1/4 inch

**LEGEND:**  
 1. All dimensions are in feet and inches  
 2. All door swings are as shown  
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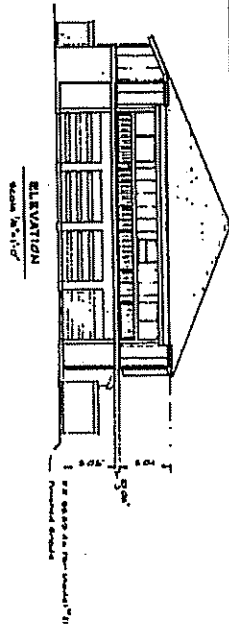
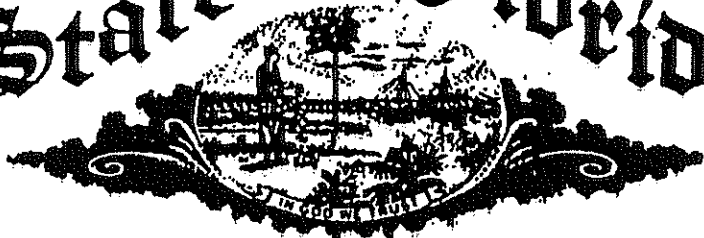


EXHIBIT "E"

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PHEASANT RUN AT ROSEMONT CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 19, 1981, as shown by the records of this office.

The charter number for this corporation is 756869.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
23rd day of March, 1981.



*George F. L.*

Secretary of State

FILED O.R. 3181 PG 517

MAR 19 2 08 PM '81

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF

PHEASANT RUN AT ROSEMONT CONDOMINIUM ASSOCIATION, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

ARTICLE I

The name of the corporation shall be PHEASANT RUN AT ROSEMONT CONDOMINIUM ASSOCIATION, INC. Hereinafter, the corporation shall be referred to as the "Association," with its principal place of business located at Orlando, Orange County, State of Florida. This corporation shall have perpetual existence.

ARTICLE II

The purpose for which the Association is organized is to provide an entity pursuant to §718, Florida Statutes, hereinafter called the "Condominium Act," for the operation of the PHEASANT RUN AT ROSEMONT CONDOMINIUM, to be created pursuant to the provisions of the Condominium Act.

ARTICLE III

The powers of the Association shall include and be governed by the following provisions:

3.1. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation or the Condominium Act.

3.2. The Association shall have all of the powers and duties set forth in the Condominium Act and the Declarations of Condominium, and all of the powers and duties reasonably necessary

Exhibit "F"

to operate the Condominium pursuant to the Declaration and as it may be amended from time to time.

3.3. All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws of the Association.

3.4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

#### ARTICLE IV

4.1. The members of the Association shall consist of all of the record owners of Clusterhomes in the PHEASANT RUN AT ROSEMONT CONDOMINIUM, hereinafter referred to as "Condominium Units," and after termination of a Condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2. Membership shall be acquired by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing record title to a Condominium Unit in PHEASANT RUN AT ROSEMONT CONDOMINIUM, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated; provided, however, any party who owns more than one unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any unit.

4.3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

4.4. On all matters upon which the membership shall be entitled to vote, there shall be one vote for each unit, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning



more than one unit shall be entitled to one vote for each unit he owns.

ARTICLE V

5.1. The names and addresses of the subscribers to these Articles of Incorporation are:

|                   |   |
|-------------------|---|
| WAYNE R. AUSMUS   | 5104 N. Orange Blossom Trail<br>Suite No. 110<br>Orlando, Florida 32804 |
| CARLTON E. COLLEY | 1950 Lee Road, Suite 107<br>Winter Park, Florida 32789                  |
| DARRELL D. BALLEW | 1950 Lee Road, Suite 107<br>Winter Park, Florida 32789                  |

ARTICLE VI

6.1. The affairs of the Association shall be administered by a President, one (1) Vice-President, a Secretary and a Treasurer and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time designate. Any person may hold two offices; provided, however, that the same person shall not hold the office of President and Vice-President, and the President shall not also be the Secretary or an Assistant Secretary. Officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

|                     |  |
|---------------------|--|
| President/Treasurer | Wayne R. Ausmus<br>5104 N. Orange Blossom Trail<br>Suite No. 110<br>Orlando, Florida 32804 |
| Vice-President      | Carlton E. Colley<br>1950 Lee Road - Suite 107<br>Winter Park, Florida 32789               |
| Secretary           | Darrell D. Ballew<br>1950 Lee Road - Suite 107<br>Winter Park, Florida 32789               |

ARTICLE VII

7.1 The affairs of the Association shall be managed by a Board of Directors. The number of persons which will constitute the entire Board of Directors shall be not less than three (3) and not more than nine (9). Upon the sale of all units in each phase of PHEASANT RUN AT ROSEMONT CONDOMINIUM, the Unit Owners shall elect two (2) members of the Board of Directors. All members of the Board of Directors of the Association shall be Unit Owners in PHEASANT RUN AT ROSEMONT CONDOMINIUM. Upon the selection of the members of the Board of Directors from Phase III of PHEASANT RUN AT ROSEMONT CONDOMINIUM, the three (3) members of the Board of Directors representing the Developer shall resign so that the maximum number of members on the Board of Directors shall never exceed nine (9).

7.2 The first annual membership meeting, wherein the first Directors shall be elected by members of the Association, shall be held in November of the year following the date upon which the Declaration of Condominium of PHEASANT RUN AT ROSEMONT CONDOMINIUM has been filed in the Public Records of Orange County, State of Florida.

7.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

|                   |  |
|-------------------|--|
| WAYNE R. AUSMUS   | 5105 No. Orange Blossom Tr., Suite 110<br>Orlando, Florida 32804 |
| CARLTON E. COLLEY | 1950 Lee Road - Suite 107<br>Winter Park, Florida 32789          |
| DARRELL D. BALLEW | 1950 Lee Road - Suite 107<br>Winter Park, Florida 32789          |

ARTICLE VIII

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or the settlement

of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or officer may be entitled.

ARTICLE IX

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

ARTICLE X

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

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

10.2. A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten percent (10%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the

amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either:

- a) Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association; or
- b) Not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

10.3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Section 3.3. of ARTICLE III, without approval in writing by all members and the joinder of all record owners of mortgages on the Condominium Units. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own five (5) or more Condominium Units in PHEASANT RUN AT ROSEMONT CONDOMINIUM. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers, and/or options herein provided in favor of or reserved to the Developer or any person who is a partner or limited partner of the Developer, or any corporation having some or all of its Directors, officers or stockholders in common with the Developer, unless the Developer shall join in the execution of such amendment.

10.4. A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Orange County, Florida.

ARTICLE XII

The Registered Agent to accept service of process within

the State of Florida for said corporation shall be CARR & FINKBEINER, P.A., located at 341 North Magnolia Avenue, Orlando, Florida 32801.

Having been named to accept service of process for the above-stated corporation at the place designated herein, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.

CARR & FINKBEINER, P.A.

By: [Signature]  
DWAINE CARR, President

IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this 26th day of February, 1987.

[Signature]  
WAYNE R. AUSMUS  
[Signature]  
CARLTON E. COLLEY  
[Signature]  
DARRELL D. BALLEW

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, this day personally appeared WAYNE R. AUSMUS, CARLTON E. COLLEY AND DARRELL D. BALLEW who, after being duly sworn according to law, acknowledged to and before me that they executed the foregoing Articles of Incorporation for the purposes expressed therein this 26th day of February, 1987.



[Signature]  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Feb. 1, 1988  
Notary Public, State of Florida

BY-LAWS

OF

PHEASANT RUN AT ROSEMONT CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit under  
the laws of the State of Florida

1. Identity. These are the By-Laws of PHEASANT RUN AT ROSEMONT CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association," a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act."

1.1 The Office of the Association shall be at 5104 N. Orange Blossom Trail, Suite 110, Orlando, Florida 32804.

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

1.3 The seal of the Association shall bear the name of the corporation, the word "Florida," the words "corporation not for profit," and the year of incorporation.

2. Members' Meetings.

2.1 The annual members' meeting shall be held at the office of the Association at 8:00 P. M. on the second Thursday of November of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast fifty-one percent (51%) of the votes of the entire membership.

2.3 Notice of all members' meetings, stating the time and place and the purpose for which the meeting is called, shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) nor more than forty-five (45) days prior to the date of the meeting.

[continued]

Exhibit "G"

Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Notice of meeting shall be posted conspicuously in the Recreation Area not later than ten (10) days in advance of such meeting for the members' attention.

2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

2.5 Voting.

(a) In any meeting of members, the owners of condominium units shall be entitled to cast one vote for each condominium unit owned.

(b) If a condominium unit is owned by one person, his right to vote shall be established by the record title to his unit. If any condominium unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by all of the record owners of the condominium unit and filed with the Secretary of the Association. If a condominium unit is owned by a corporation, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by the President or Vice-President and attested to by the Secretary or Assistant Secretary of the said corporate owner. Such certificates shall be valid until revoked or superseded by a subsequent certificate or until a change occurs in the ownership of the condominium unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner of a condominium unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary of the Association prior to the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings, and as far as practicable at other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Appointment of inspectors of election.

[continued]

- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

2.9 Election of New Directors. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members to the Board of Directors, the Association shall call and give not less than ten (10) days' nor more than forty-five (45) days' notice of a membership meeting to be held for the purpose of electing such new director(s). Such meeting may be called and a notice given by any unit owner if the Association shall fail to do so in the time required.

2.10 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the condominium units, or until three (3) years from the date the Declaration of Condominium for PHEASANT RUN AT ROSEMONT CONDOMINIUM is recorded, or until the Developer elects to terminate his control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

### 3. Directors.

3.1 Membership. All members of the Board of Directors elected by unit owners other than the Developer shall be members of the Association. Any member of the Board of Directors appointed by the Developer need not be a member of the Association.

3.2 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, subject to the provisions of sub-paragraph 3.2(g) and sub-paragraph 2.9 hereof.

(b) The Board of Directors may, at its discretion, designate nominating committees of not less than three (3) nor more than five (5) members each, one such committee for each of the phases administered by the Association. In the event the Board shall elect to designate such committees, such designation shall be made not less than thirty (30) days prior to the annual election meeting, and each such committee shall be charged with the duty of nominating three (3) persons for Director to be elected from the phase represented by the nominating committee; provided, however, additional nominations from condominium owners in each phase may be received from the floor prior to elections at the annual election meeting.

(c) For the purpose of expediting and simplifying procedures, the annual membership meeting and election of Directors may be held in several parts, or sub-meetings, one such part or sub-meeting to be held for each of the phases administered by the Association, wherein the Directors shall be elected from each such phase.

(d) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled from the phase wherein he owns a condominium unit. There shall be no cumulative voting.



(e) Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment of the remaining Directors from the phase that had elected the Director to the vacated seat.

(f) Any Director may be removed by concurrence of two-thirds (2/3) of the vote of the condominium unit owners in the phase from which he had been elected at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members owning condominium units in such phase at the same meeting.

(g) At the first meeting of the Board of Directors, the Directors shall select from the membership of the Association an at-large member of the Board of Directors, who shall serve on the Board as any other Director as provided by the provisions of this Paragraph 3.

(h) Provided, however, that until the Developer elects to terminate its control of the Association, or until the annual membership meeting taking place two (2) years after the last amendment to the Declaration of Condominium adding the last phase at PHEASANT RUN AT ROSEMONT CONDOMINIUM has been recorded, whichever occurs first, the Developer shall have the right to remove any Director appointed by it, and to fill any vacancy created by the death, resignation or inability to serve further as to any Director originally appointed by it.

3.3 The term of each Director's service, subject to the provisions of Paragraph 3.2(f) and 3.2(g) above, shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

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

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6 Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 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.

3.8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

3.9 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

2. { 3.10 Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

3.11 The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.12 The order of business at Directors' meetings shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

3.13 Directors' fees, if any, shall be determined by members of the Association, and approval of any such fees shall require the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association; provided, however, that the Directors designated by the Developer and the first Board of Directors shall not be entitled to any fees or compensation for their services as Directors.

3.14 Minutes. Minutes of all meetings of Directors shall be kept in a business-like manner and available for inspection by condominium unit owners and Board members at all reasonable times.

3.15 Open meetings. Except in emergency situations, meetings of the Board of Directors shall be open to all members of the Association, and notice of meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours prior to each such meeting for the attention of the Association members.

4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by condominium unit owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted and provided for by the Declaration of Condominium and the Condominium Act, to-wit:

4.1 To enter into a long-term management contract, providing for the management of condominium property.

4.2 To enter into contracts for the purpose of making available to the owners of condominium units and the residents of the

condominium units such services as may be required by unit owners.

5. Officers.

1. PRES  
2. VP  
3. TREAS  
4. SECT.

5.1 The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time designate. Any person may hold two or more offices; provided, however, that the same person shall not hold the offices of President and Vice-President, and the President shall not also be the Secretary or an Assistant Secretary. Any officer may be removed preemptorily by a vote of two-thirds (2/3) of the Directors present at any duly constituted meeting.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually invested in the office of President of an association, including, but not by way of limitation, the power to appoint committees from among the members of the Association from time to time as he, in his sole discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices as required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer; and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent, and shall otherwise assist the Secretary.

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

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

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

6.1 Accounts. Bank accounts as determined by the Board of Directors shall be opened on behalf of the Association. Receipts and expenditures shall be credited and charged, respectively, to accounts under the following classifications as shall be appropriate:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this funds at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine.

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

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

(d) Betterment, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

(e) Operations, which shall include gross revenues from the use of common elements and from other sources. Only the additional direct expense required by any revenue producing operations will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against condominium unit owners, which assessments may be made in advance in order to provide a working fund.

6.2 Budget. The Board of Directors shall adopt a budget for each condominium administered by the Association for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for reserves for such condominium. The adoption of a budget for each such condominium shall comply with the requirements hereinafter set forth.

6.3 Assessments. Assessments against the condominium unit owners for their share of the items on the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year left

as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need of emergency.

6.5 Acceleration of assessment installments upon default. If a condominium unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the condominium unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

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

6.8 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished each member of the Association not later than thirty (30) days after its receipt by the Board, to the extent that it applies to the condominium wherein the member owns a condominium unit.

7. Parliamentary rules. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

8. Amendments. A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten percent (10%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President (or, in the event of his refusal or failure to act, the Board of Directors) shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

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Members  
Vote

(a) Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association; or


(b) Not less than seventy-five percent (75%) of the votes of the entire membership of each of the condominiums administered by the Association; or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Orange County, Florida.

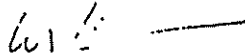
8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit or class or group of units so affected shall consent. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or the Articles of Incorporation. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own five (5) or more condominium units in PHEASANT RUN AT ROSEMONT CONDOMINIUM.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Orange County, Florida. No amendment shall make any change which would in any way affect any of the rights, privileges, powers and options herein provided in favor of or reserved to all record owners of mortgages on units, unless said mortgagee shall join in the execution of such amendment.


The foregoing were adopted as the By-Laws of PHEASANT RUN AT ROSEMONT CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 1977.

  
Secretary

APPROVED:

  
President

RECORDED & RECORD VERIFIED

  
County Comptroller, Orange Co., Fla.