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PARADISE PARK CONDOMINIUM ASSOCIATION, INC.
46900 BERMONT RD.
PUNTA GORDA, FLORIDA 33982

FILE COPY

January 27, 1995

Director, Division of Records
and Reporting
101 East Gaines Street
Tallahassee, FL 32399-0850

~~94-1044-WS~~
~~200108-1465~~

Attached is our Application (Original and two copies) for
exemption from PSC Rate Regulation per recent letter and
attachments from John D. Williams, Chief Bureau of Certification.

Please advise if we can be of further assistance.

Sincerely,



Peter W. Bennett
Park Supervisor

Attachments

- ACK
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG
- LIN _____
- OPC _____
- RCH _____
- SEC
- WAS
- HQH _____

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APPLICATION FOR NONPROFIT ASSOCIATION EXEMPTION
SECTION 367.022(7), FLORIDA STATUTES
RULE 25-30.060(3)(g), FLORIDA ADMINISTRATIVE CODE

NAME OF SYSTEM: PARADISE PARK CONDOMINIUM ASSOCIATION, Inc.

PHYSICAL ADDRESS OF SYSTEM: 46900 BERMONT RD.
PUNTA GORDA, FL 33982

MAILING ADDRESS (IF DIFFERENT): (SAME)

COUNTY: CHARLOTTE

PRIMARY CONTACT PERSON:

NAME: PETER W. BENNETT, PARK SUPERVISOR

ADDRESS: 46900 BERMONT RD
PUNTA GORDA FL 33982

PHONE #: 639-2680 (OFFICE)

NATURE OF APPLICANT'S BUSINESS ORGANIZATION: (CORPORATION, PARTNERSHIP, SOLE PROPRIETOR, ETC.) NON-PROFIT CORPORATION

I believe this system to be exempt from the regulation of the Florida Public Service Commission pursuant to Section 367.022(7), Florida Statutes, for the following reasons:

1. The corporation, association, or cooperative is nonprofit.
2. Service will be provided solely to members who own and control it.
3. The system provides (CHOOSE THE ONE THAT IS APPLICABLE):
Water only _____
Wastewater only _____
Both _____

4. NONE (COSTS INCLUDED IN CONDOMINIUM FEES) will do the billing for such service.

5. The service area is located at: 46900 BERMONT RD,
PUNTA GORDA FL 33982

EXHIBIT "A"

BYLAWS

OF

PARADISE PARK CONDOMINIUM ASSOCIATION, INC.

1. **IDENTITY.** These are the Bylaws of PARADISE PARK CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation formed for the purpose of administering PARADISE PARK CONDOMINIUM, which is located on State Road 74, Charlotte County, Florida, upon the lands described in the Declaration of Condominium. (The Corporation shall hereafter be referred to as the Association).

A. **OFFICE.** The office of the Association shall be at the Condominium.

B. **FISCAL YEAR.** The fiscal year of the Association shall be the calendar year.

C. **SEAL.** The seal of the Corporation shall bear the name of the Association, the word "Florida" and the year of the establishment.

2. MEMBERS' MEETINGS.

A. **ANNUAL MEMBERS MEETINGS** shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, at such hour and upon such date each year as may be determined by the Board, for the purpose of electing Directors and of transacting any business authorized to be transacted by the members.

B. **SPECIAL MEMBERS' MEETINGS** shall be held whenever called by the President, Vice President, or by a majority of the Board of Directors, and when called by written notice from ten (10) percent of the entire membership.

C. **NOTICE OF MEMBERS' MEETINGS.** Notice of the annual meeting shall be sent or hand delivered to each unit owner by United States mail at least fourteen (14) days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Those that are hand delivered shall be signed for by the unit owner. Written notice of the meeting shall also be posted in a conspicuous place on the

APPLICATION FOR NONPROFIT ASSOCIATION EXEMPTION

- ✓ 6. Attached are the articles of incorporation as filed with the Secretary of State and bylaws which clearly show the requirements for membership, that the members voting rights are one vote per unit of ownership and the circumstances under which control of the corporation passes to the non-developer members. Control of the corporation must pass: 1) at 51 percent ownership by the non-developer members or 2) at some greater percentage delimited by a time period not to exceed 5 years from the date of incorporation.
- ✓ 7. Attached is proof of ownership of the utility facilities and the land upon which the facilities will be located or other proof of the applicant's right to continued use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost effective alternative. - PLAT & DETAIL MAP

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, S. 775.083, or S. 775.084.

Charles H. Frey
(Applicant please print or type)

1-26-95
(Date)

Charles H. Frey
(Signature)

Director
(Title)

When you finish filling out the application, the original and two copies of the application, Articles of Incorporation, Bylaws and proof of ownership should be mailed to: Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0850.

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condominium's property at least fourteen (14) continuous days preceding the annual meeting.

The Board of administration shall also mail or hand deliver a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered.

Notice of a special meeting called by the Board at the written request of ten (10) percent of the owners because of a budget exceeding 115% of that of the preceding year requires not less than ten (10) days written notice to each unit owner.

Notice of other special meetings not covered above shall be in writing and mailed to each member first class, postage pre-paid not less than ten (10) days prior to the meeting. However, unit owners may waive notice of specific meetings and may take action by written agreement without meetings where it is in the best interest of the condominium to do so.

All notice of meetings shall state clearly and particularly the purpose or purposes of the meeting including budgetary meetings and meetings for assessments.

D. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. Limited and general proxies may be used to establish a quorum. If a member attends a members' meeting by proxy, each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. Decisions made by owners of a majority of the units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the condominium documents or such other decision as may by law or said documents require a larger percentage in which case the percentage required in the documents or law shall govern.

E. EACH UNIT shall have one indivisible vote and the vote of the owners of a unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. The certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such unit shall not be considered in determining the requirement for a quorum nor for any other purpose. No certificate is required for a unit owned by husband and wife and either spouse may cast the vote of that unit.

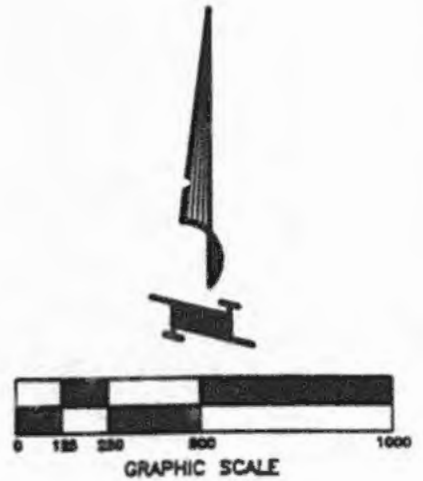
PARADISE PARK CONDOMINIUM

N.89°57'54" E. 1319.74'

N.00°04'16" W. 3953.80'

PARADISE
PARK
CONDOMINIUM
(119.46 ACRES, M.O.L.)

S.00°03'51" E. 3933.47'



S.89°04'57" W. 1319.42'

STATE ROAD NO. 8-74

SECTION 35-40-26

SECTION 2-41-26

N.00°03'51" W. 250.71'

N.88°00'46" W. 1320.08'

POINT OF BEGINNING

POINT OF COMMENCEMENT

35 36
2 1

POINT OF BEGINNING

PARADISE PARK CONDOMINIUM ASSOCIATION, INC.
 48900 STATE ROAD 74
 PUNTA GORDA, FLORIDA 33963



east road

173 172 171 170 169 168 167 166 165 164 163 162 161 160 159 158 157 156 155 154 153 152 151 150 149 148 147 146 145

sunrise zone

117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144

midway zone

116 115 114 113 112 111 110 109 108 107 106 105 104 103 102 101 100 99 98 97 96 95 94 93 92 91 90 89

GAME AREA

64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88

small zone

20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38

parade blk.

10 9 8 7 6 5 4 3 2 1

209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238

hard zone

201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230

random zone

258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276

298 297 296 295 294 293 292 291 290 289 288 287 286 285 284 283 282 281 280 279 278 277

299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320

sunset zone

341 340 339 338 337 336 335 334 333 332 331 330 329 328 327 326 325 324 323 322 321

VICTOR PARKING

dump station

water plant

sewer plant

office

rec. hall

club

parking

all lake

service lane

service lane

service lane

service lane

service lane

INTRODUCTION

PARADISE PARK, A CONDOMINIUM

Paradise Park is an all Airstream travel trailer condominium located in Eastern Charlotte County, Florida, on State Road 74, twenty-four miles east of Punta Gorda, Florida. It will consist of 314 units which are essentially lots or parcels of land approximately 42 X 63 feet in size and equipped with an 8 X 20 foot concrete patio plus all standard hookups for utilities such as sewer, water and electricity.

Recreational facilities include a swimming pool, an auditorium, a golf course and shuffleboard courts.

The condominium was being developed in phases by the developer and his successors. The condominium construction was abandoned by the developer and his successors. At the present time, the Condominium Association desires to amend the Declaration by this document to accurately reflect the ownership interest of the owners, the obligations of the owners and the duties and responsibilities of the Association as well as the ownership of the condominium property.

The common recreational areas (which presently exist or are added in the future) are owned by the owners and administered by Paradise Park Condominium Association, a non-profit Florida corporation and each unit owner will be a member of said Association.

The exhibits hereto will be as originally recorded except to indicate ownership and inclusion of certain real property in the condominium which was indicated as excluded by virtue of the phase construction of said condominium. In addition, certain common elements have been acquired by the Owners Association which were previously reserved to the developer.

There shall be one condominium and one Condominium Association.

AMENDED DECLARATION OF CONDOMINIUM
OF
PARADISE PARK, A CONDOMINIUM

PARADISE PARK CONDOMINIUM ASSOCIATION, INC., herein called Association, on behalf of itself, its successors, grantees and assigns, to its grantees and assigns and their heirs, successors and assigns, hereby makes this Amended Declaration of Condominium:

1. **SUBMISSION TO CONDOMINIUM.** The lands located in Charlotte County, Florida, previously owned by Developer and described in Paragraph Number Two following, are submitted to the condominium form of ownership by this Amended Declaration.

2. **THE LAND** - See attached Exhibit "D". hereinafter called "the land", and upon which the Developer did construct single family residential units and associated improvements designated Paradise Park, A Condominium.

3. **NAME - ASSOCIATION.** The name of the condominium Association shall be Paradise Park Condominium Association. This Association is incorporated as a non-profit Florida corporation.

4. **DEFINITIONS.** The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows unless the context otherwise requires:

A. **UNIT.** A part of the condominium property which is subject to exclusive ownership. The 314 units of this Condominium are shown in the Declaration of Condominium for Paradise Park as contained within Phase I and Phase II as recorded in the Public Records of Charlotte County, Florida. Phase III was abandoned and is a common element of the Condominium.

B. **UNIT OWNER.** The owner of a Condominium parcel.

C. **UNIT NUMBER.** The letter, number, or combination thereof which is designated upon the surveyor plans, and which is used as the identification of a unit.

D. **ASSESSMENT.** Means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

E. **ASSOCIATION** - The corporation responsible for the operation of the condominium.

F. **BOARD OF ADMINISTRATION** - means the Board of Directors responsible for administration of the Association.

G. COMMON ELEMENTS - The portions of the condominium property not included in the units as defined in Florida Statute 718.108, including:

(1) Such portions of the land as are not included within the units.

(2) All parts of the improvements which are not included within the units.

(3) Easements.

(4) Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, gas, water and sewer.

(5) Personal property - tangible personal property may be purchased, sold, leased, replaced and otherwise dealt with by the Association, through its Board of Directors, on behalf of the members of the Association, without the necessity of any joinder by the members.

H. LIMITED COMMON ELEMENTS - means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

I. COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the condominium.

J. COMMON SURPLUS - means the excess of all receipts of the Association including but not limited to assessments, rents, profits and revenues on account of the common elements over the amount of the common expenses.

K. PERSON - means an individual, corporation, trustee, or other legal entity capable of holding title to real property.

L. SINGULAR, PLURAL, GENDER - Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and use of any gender shall be deemed to include all genders.

M. CONDOMINIUM DOCUMENTS - means the declaration and its lettered exhibits, which set forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the declaration.

N. CONDOMINIUM PARCEL - means a unit together with the undivided share in the common elements which is appurtenant to the unit.

O. CONDOMINIUM PROPERTY - means the lands and personal property subject to condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

P. OPERATION - means and includes the administration and management of the condominium property.

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. REAL PROPERTY - Each unit, which is a parcel of land in the shape of a parallelogram described by numbers and letters on the surveyor plans (Exhibit "B") attached to this Declaration, together with space within it, and together with all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this declaration and applicable laws.

B. BOUNDARIES - Since the unit has been defined herein as land, the only boundary each unit shall have is its perimeter boundary as shown on Exhibit "B" plot plan.

C. EXCLUSIVE USE - Each unit owner shall have the exclusive use of his unit.

D. APPURTENANCES - The ownership of each unit shall include, and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

(1) **COMMON ELEMENTS** - an undivided share of the common elements as defined in Chapter 718.108, Florida Statutes.

(2) **ASSOCIATION MEMBERSHIP** and an undivided share in the common surplus and property, real and personal, held by the Association.

E. EASEMENTS - The following non-exclusive easements from the Developer to each unit owner, to the Association and its employees, agents and hired contractors, to utility companies, unit

owners' families in residence, guests, invitees and to governmental and emergency services are hereby granted and created:

(1) **INGRESS AND EGRESS** - Easements over the common areas for ingress and egress, to units and public ways.

(2) **MAINTENANCE, REPAIR AND REPLACEMENT** - Easements through the units and common elements for maintenance, repair and replacements. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.

(3) **UTILITIES** - Easements through the common areas and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.

(4) **Emergency, regulatory, law enforcement and other public services** in the lawful performance of their duties upon the condominium property.

F. MAINTENANCE - The responsibility for the maintenance of a unit shall be as follows:

(1) **BY THE ASSOCIATION** - The Association shall maintain, repair and replace at the Association's expense:

(i) Wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common areas or other units.

(ii) Provided that if the maintenance and repair and replacement of any of the above shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, in that event the work shall be done by the Association at the expense of the unit owner; and the cost shall be secured as an assessment.

(iii) All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association.

(2) **BY THE UNIT OWNER** - The responsibility of the unit owner shall be as follows:

(i) To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association.

G. ALTERATION AND IMPROVEMENT - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easements.

H. COMMON ELEMENTS -

(1) The common elements shall be owned by the unit owners.

(2) No action for partition of the common elements shall lie.

(3) The maintenance and operation of the common elements shall be the responsibility of the Association which shall not, however, prohibit management contracts.

(4) Each unit owner and the Association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. Hindering or encroachment shall mean, but not be limited to, disrupting meetings or other activities, attempting to use specific areas of the common elements when they have been previously scheduled for other activities or meetings, or entering specific areas of the common elements which have been temporarily closed or where entry has been restricted by the Association.

(5) Enlargement or material alteration of or substantial additions to the common elements may be effectuated only by amendment to the declaration as provided for in Paragraph 14 herein.

6. FISCAL MANAGEMENT - The fiscal management of the condominium including budget, fiscal year, assessments, lien for and collection of assessments, and accounts shall be as set forth in the By-Laws (See attached Exhibit "A").

7. ASSOCIATION - The administration of the condominium by the Board of Directors and its powers and duties shall be as set forth in the By-Laws as amended from time to time.

8. INSURANCE - The insurance which shall be carried upon the property shall be governed by the following provisions:

A. UNIT OWNERS - Each unit owner may obtain insurance at his own expense, affording coverage upon his personal property and

for his personal liability, for owner or mortgagee title insurance, and as may be required by law.

B. COVERAGE:

(1) **CASUALTY** - The common buildings and all other insurable common improvements upon the common land and all personal property owned by the Association (but excluding personal property, additions and/or alterations installed by the owners) shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording such coverage. Such coverage shall afford protection against:

(i) **LOSS OR DAMAGE BY FIRE, WINDSTORM** and other hazards covered by the standard extended coverage endorsement;

(ii) **SUCH OTHER RISKS** as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, including but not limited to flood insurance, vandalism and malicious mischief, if available.

(2) **PUBLIC LIABILITY AND PROPERTY DAMAGE** in such amounts and in such forms as shall be required by the Association, including but not limited to legal liability, hired automobile, non-owned automobile, and off-premises employee coverages;

(3) **WORKMAN'S COMPENSATION AND UNEMPLOYMENT COMPENSATION** to meet the requirement of law.

C. PREMIUMS - Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

D. ALL INSURANCE POLICIES PURCHASED by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank in Florida with trust powers as may be approved by the Association. Such bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies; nor for the sufficiency of coverage, nor for the form or contents of the policies, 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 to hold and disburse them as provided in Paragraph 9, next following.

9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE: If any part of the common elements shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless 75% of the owners at a meeting called and held within 60 days of the casualty or 30 days after the insurance claim is adjusted (whichever comes first), vote against such repair or replacement, in which event the proceeds shall be distributed to the unit owners and their mortgagees, as their interests may appear.

A. ANY SUCH RECONSTRUCTION OR REPAIR shall be substantially in accordance with the original plans and specifications unless changes are approved by the majority of unit owners present and voting at a meeting duly called for that purpose.

B. CERTIFICATE - The Insurance Trustee may rely upon a Certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

C. ESTIMATE OF COSTS - Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property insofar as reasonably possible in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

D. ASSESSMENTS - If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premium, if any) assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, such funds are insufficient, special assessment shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

E. 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:

(1) ASSOCIATION - Said Trustee shall make such payments upon the written request of the Association, accompanied

by a certificate signed by an officer of the Association, and by the architect or General Contractor in charge of the work, who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and several amounts so paid, or now due and that the cost as estimated by the person signing such certificate does not exceed the remainder of the construction funds after the payment of the sums so disbursed.

(2) SURPLUS - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and, 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 jointly to the beneficial owners of the funds, who are the unit owners and their mortgagees.

F. INSURANCE ADJUSTMENTS - Each unit owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the responsibility of reconstruction and repair lies with the unit owner, subject to the rights of mortgagees of such unit owners.

10. USE RESTRICTIONS - The use of the property of the condominium shall be in accordance with the Rules and Regulations attached as Exhibit "C" and the following provisions:

A. LAWFUL USE - 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 which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

B. INTERPRETATION - In interpreting deeds, mortgages, and plans, the existing physical boundaries of the unit shall be conclusively presumed to be its boundaries regardless of minor variances between boundaries shown on the plans or in the deed and those of the units.

C. REGULATIONS - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by a majority vote of the Association. Copies of such regulations and amendments shall be furnished by the Association to

all unit owners. No regulation may discriminate against any group or class of users. No new or amended rule or regulation may be enforced prior to approval by the owners.

11. CONVEYANCE, DISPOSITION, FINANCING - In order to assure a community of congenial residents and thus protect the value of the units, the conveyance, disposal and financing of the units by any owner shall be subject to the following provisions:

A. NO OWNER may sell, lease, give or dispose of a unit or any interest therein in any manner without the written approval of the Association except to another unit owner, except as to short term leasing provided for in the Rules and Regulations. Only entire units may be leased and there shall be no sub-leasing of units.

B. NO OWNER MAY MORTGAGE or finance his unit in any manner without the written approval of the Association except to an institutional lender, provided that this shall not require approval for a unit owner who sells his unit from taking back a purchase money mortgage.

C. THE APPROVAL OF THE ASSOCIATION shall be obtained as follows:

(1) WRITTEN NOTICE SHALL BE GIVEN the Association by the owner of his intention to lease, convey, dispose, finance or assign such interest, which notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary, but may impose no charge in excess of actual expenditures reasonably required with a maximum charge of \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

(2) IF A SALE, the Association must, within 15 days after receipt of the information required above, either approve the transaction or furnish an alternate purchaser it approves or itself elect to purchase and the owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association, or the owner may withdraw his proposed sale. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval, in writing, or if it fails to provide an alternate purchaser or purchase the unit itself, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand provide a certificate of approval.

(3) AT THE OPTION OF THE OWNER, if a dispute arises, it shall be resolved by arbitration in accord with the then existing rules of the American Arbitration Association and a judgment of specific performance upon the arbitrators' award may be entered in any court with jurisdiction. The arbitration expense shall be shared equally by the owner and the Association.

(4) THE SALE SHALL BE CLOSED WITHIN 30 DAYS after an alternate purchaser has been furnished or the Association has elected to purchase or within 30 days of the arbitration award whichever is later.

D. IF THE PROPOSED TRANSACTION IS A LEASE, GIFT, mortgage to a lender other than those types listed in Paragraph B above, assignment of interest or other disposition than a sale, notice of disapproval of the Association shall be promptly sent in writing to the owner or interest holder and the transaction shall not be made.

E. LIENS -

(1) PROTECTION OF PROPERTY - All liens against a unit owner other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within 30 days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

(2) NOTICE OF LIEN - An owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within seven (7) business days after the attaching of the lien.

(3) NOTICE OF SUIT - An owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given within seven (7) business days after the owner receives knowledge thereof.

(4) FAILURE TO COMPLY - with this section concerning liens will not affect the validity of any judicial sale.

F. JUDICIAL SALES - No judicial sale of a unit nor any interest therein shall be valid unless the sale is a public sale with open bidding.

G. UNAUTHORIZED TRANSACTION - Any transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. COMPLIANCE AND DEFAULT - Each owner and the Association shall be governed by and shall comply with the terms of the condominium documents as they may be amended from time to time.

A. Failure to comply shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or by an aggrieved owner.

B. In any such proceeding the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court.

C. In the event that the grievance is that of an owner or owners against the Board of Directors or a member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be given the Directors and they shall be allowed a period of 20 days in which to cure or correct.

D. **NO WAIVER OF RIGHTS** - The failure of the Association or any owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to later infractions.

13. AMENDMENTS - Amendments to any of the condominium documents shall be in accordance with the following:

A. An amendment may be proposed either by the Board of Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed with the formalities of a deed signed by the President or Vice-President and Secretary of the Association that it has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidenced by written approval of owners not present and the separate written joinder of mortgagees where required); shall include the recording data identifying the Declaration and which shall become effective when recorded according to law.

B. **CORRECTORY AMENDMENT** - Whenever it shall appear that there is a defect, error or omission in any of the condominium documents amendment of which will not materially adversely affect the property rights of unit owners, a 51% vote of the owners shall be the required percentage, or the procedure set forth in Florida Statutes Chapter 718.

C. REGULAR AMENDMENTS - An amendment which does not change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus or materially adversely affects the property rights of owners may be enacted by a 51% vote except an amendment to acquire real property which is governed by Paragraph 14 below.

D. EXTRAORDINARY AMENDMENTS - An amendment which will change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus or materially adversely affects the property rights of the owner may be enacted by the affirmative vote of all of the record owners of the affected units and all record owners of liens on each unit affected. Any vote changing the percentage of ownership of the common elements or sharing the common expenses shall be conducted by secret ballot.

14. OWNERSHIP OF REAL PROPERTY - The Association is authorized to acquire real property and the acquisition of property by the Association shall not be deemed to be a material alteration or substantial addition to the appurtenances to each of the units. When real property is acquired by the Association, unless it is a unit of the condominium, any such property so acquired shall be common elements of the condominium and shall be administered by the Association as is all other real property which are common elements of the condominium. The acquisition of real property or the conveyance of real property to the Association shall constitute an amendment to the Declaration and such an amendment shall be approved by two-thirds percentage (2/3%) of the owners of units in the condominium.

15. TERMINATION - The condominium shall be terminated if at all in the following manner:

A. By the agreement of 80% of the owners which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such Agreement has been recorded according to law.

B. SHARES OF UNIT OWNERS AFTER TERMINATION - After termination of the condominium, the owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective

undivided shares of the owners. All funds held by the Association except for the reasonably necessary expenses of winding up shall be disbursed to the unit owners. The costs incurred by the Association in connection with a termination shall be a common expense.

C. FOLLOWING TERMINATION - The property may be partitioned and sold upon the application of any owner. Provided, however, that if the Board of Directors following a termination, by unanimous vote, determines to accept an offer for the sale of the property as a whole, each owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

D. THE MEMBERS OF THE LAST BOARD OF DIRECTORS shall continue to have such powers as in this Declaration are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

16. RIGHTS OF MORTGAGEES - Where the mortgagee of a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments or share of the common expenses which become due prior to acquisition of title unless such share is secured by a claim of lien for assessments recorded prior to the recordation of the subject mortgage. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. See F. S. 718.116(1)(a).

Also, such mortgagee may occupy, lease, sell or otherwise dispose of such unit without the approval of the Association.

17. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of mortgage on real property.

During his occupancy, the foreclosed owner shall be required to pay a reasonable rental and the Association shall be entitled to the appointment of a receiver to collect the same, and the Association shall have all the powers provided in F. S. 718.116, including specifically interest at ten percent (10%) per annum on unpaid assessments and reasonable attorney's fees incident to the collection of such assessment or enforcement of such lien, with or without suit.

A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the unit owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. However, a first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is not liable for the share of common expenses or assessments attributable to the condominium parcel or chargeable to the former unit owner if the mortgagee has recorded in the Official Records a deed in lieu of foreclosure or filed a foreclosure proceeding in a court of appropriate jurisdiction within 6 months after the last payment of principal or interest received by the mortgagee. The 6-month period shall be extended for any period of time during which the mortgagee is precluded from initiating such procedure due to the bankruptcy laws of the United States, and in no event shall the mortgagee be liable for more than 6 months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee.

Any delinquent assessment shall carry a 5% late fee for each month the fee is not paid.

Special Assessments - Assessments for capital improvements or other special purposes shall be approved by a majority of the Unit Owners at a regular or special meeting when a notice of consideration of such assessments has been mailed (or hand delivered) to all Unit Owners not less than thirty (30) days prior to such meeting. Funds collected pursuant to any special assessments shall only be used for the specific purpose or purposes set forth in the Notice sent (or given) to each Unit Owner. Upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board of Directors, either be returned to the Unit Owners or applied as a credit towards future assessments in accordance with Florida Statutes Chapter 718.

18. MEMBERS - The qualification of members, the manner of their admission and voting by members shall be as follows:

A. ALL OWNERS OF UNITS in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

B. MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of Charlotte County, Florida, a deed or other instrument establishing a change of record title to

a unit in the condominium and delivery to the Association of a copy of such instrument, the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this declaration and the Association need not recognize membership or ownership in any person until its requirements have been complied with. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

19. INDEMNIFICATION - Every Director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director of the Association, or any settlement thereof, whether or not he is a Director at the time such expenses are incurred, except in cases wherein the Director is adjudged guilty of nonfeasance, misfeasance or malfeasance in the performance of his duties, or shall have breached his fiduciary duty to the members of the Association. Provided however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

20. COMMON EXPENSES AND COMMON SURPLUS - The percentage of sharing common expenses and the percentage of ownership of common surplus shall be equal to each unit owner.

21. SEVERABILITY - If any provision of this Declaration or the exhibit thereto, as now constituted or as later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

22. VOTING - Each unit owner shall have one (1) full vote in all matters.

23. RECREATION AREAS - Exhibit "B" to the Declaration depicts those areas provided for common use of all members of Paradise Park. These areas will contain the water and sewage treatment plant, auditorium, swimming pool, golf course, shuffleboard courts the central boulevard, visitors parking area, office and storage and shop building. The use rights herein granted are granted contingent upon each unit owner having his pro-rata share of the expenses of upkeep, taxes, repair and operation as a part of his assessment and by accepting a deed to his unit (subject to this

Declaration) he agrees to do so. This paragraph is the Declaration of servitude of such common areas.

24. **RECIPROCAL EASEMENT** - Are hereby granted to each unit owner for ingress, egress and non-exclusive use of the common areas in this condominium. A common scheme of drainage, utilities and roads serves the condominium and the common property. Easements are assigned for these purposes over, across and under the lands of this condominium for such purposes.

25. **FISCAL MANAGEMENT** - failure to pay an assessment which is due will result in the placing of a lien upon the Condominium unit and all the appurtenances thereto, which may be enforced by foreclosure against the defaulting unit owner.

Any lien filed for enforcement of the assessments shall be governed by the provisions of Florida Statutes, Chapters 718, 45 and any other law pertaining to foreclosure as they are from time to time amended.

26. No part of the condominium property may be used for commercial purposes by unit owners except the Association may run a commercial establishment for the benefit of the unit owners on formerly Commercial Parcel "A" (See Exhibit D-1) or Commercial Parcel "B" (See Exhibit D-2) as long as the commercial enterprise is within the control of the Association or its employees.

27. No unit or units in the condominium may be converted to time-sharing or interval ownership usage or any other vacation type plan.

THIS AMENDMENT OF THE DECLARATION OF CONDOMINIUM OF PARADISE PARK, A CONDOMINIUM, was executed by the President and Secretary after the necessary approval of the members of the Condominium Association was had at a meeting held on the _____ day of _____, 1993. This Amended Declaration shall become effective upon the recording in the Public Records of Charlotte County, Florida.

(CORPORATE SEAL)

PARADISE PARK CONDOMINIUM
ASSOCIATION, INC.

By: _____
as President

ATTEST:

as Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this _____ day of _____, 1993 by _____, as President, and _____, as Secretary, of Paradise Park Condominium Association, Inc., who are personally known to me or who have produced _____ as identification and who did (did not) take an oath and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 1993.

Notary Public
My Commission Expires: