

DECLARATION
 201 00000-
 00110 7 503

9/21

DECLARATION OF CONDOMINIUM
 OF
 PARK LAKE VILLAS

THIS DECLARATION OF CONDOMINIUM, made this 17 day of January, 1973, by PARK LAKE TOWNHOUSES, INC., a Florida corporation, hereinafter referred to as "Developer", for its successors, grantors, and assigns, to its grantees and assigns, and its heirs, successors and assigns.

W I T N E S S E T H:

THAT WHEREAS, the Developer is the owner of the following described real property located in Orange County, Florida, to-wit:

See Exhibit "A" which is attached hereto and by this reference made a part hereof.

AND WHEREAS, the Developer desires to submit the above described real property and the improvements to be constructed thereon to Condominium ownership and use, pursuant to Chapter 711, Florida Statutes, hereinafter called "The Condominium Act",

NOW, THEREFORE, the said PARK LAKE TOWNHOUSES, INC. hereby makes the following declarations:

1. That certain real property located in Orange County, Florida, described on said Exhibit "A", together with the improvements to be constructed thereon, is hereby submitted to Condominium ownership and use.
2. The name by which the Condominium is to be identified shall be PARK LAKE VILLAS, a Condominium.
3. The terms used in this Declaration and in the Exhibits thereto shall have the meanings stated in Section 711.03 Florida Statutes, and as follows:

THIS INSTRUMENT PREPARED BY:
 LAWRENCE O. JOHNSON
 GILES, HEORICK + ROBINSON
 FIRST FEDERAL BUILDING
 ORLANDO, FLORIDA 32804

Giles

No. 2418 Pg 560

A. "Association" shall mean PARK LAKE VILLAS, INC., a corporation not for profit organized under the laws of the State of Florida, and its successors.

B. "Common expenses" shall include:

(1) a. Expenses of Administration;

b. Expenses of maintenance, operation, repair or replacement of the common elements and any portions of the units to be maintained by the Association;

c. Expenses of maintaining and operating any other property or improvements in which the Association owns an interest and which property or improvements are reasonably related to the operation of the Condominium; and

d. Reasonable reserves for replacement of the items set forth in subparagraphs (b) and (c) of this paragraph 3 B (1).

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

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

4. The Condominium is described as follows:

A. A survey and plot plan, which is attached hereto and incorporated herein as Exhibit B, of the land locating and showing the improvements to be constructed thereon is recorded in Condominium Exhibit Book 2 Pages 52, 53, 54, Public Records of Orange County, Florida, inclusive.

B. The improvements shall be constructed substantially in accordance with the plans and specifications prepared by CHARLES H. MARCEL, Architect, entitled PARK LAKE VILLAS prepared at 814 S.W. 27th Avenue, Miami, Florida.

C. Each of the Condominium units is composed of dwelling units, designed in accordance with floor plans which are designated and shown on Exhibit C, attached hereto and incorporated herein, as recorded in Condominium Exhibit Book 2 Pages 53 + 54, Public Records of Orange County, Florida; and where there is attached to the building a balcony, loggia, terrace, canopy, stairway, or other portion of the building serving only the unit being bounded, the boundary of such unit shall be deemed to include all of such structures and any fixtures thereon. Each unit is and shall continue to be identified

- 2 -

by number as shown on Exhibit B so that no unit bears the same designation as does any other unit. Notwithstanding the actual location of the walls, ceilings, and floors, each unit consists of the space bounded by the vertical projections of the unit boundary lines between the horizontal planes at the floor and ceiling elevations.

D. The common elements shall include the land and all other parts of the Condominium not included within the units.

5. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, provided Developer owns the units so altered and provided further that prior written consent is obtained from all mortgagees holding a mortgage affecting the units being so altered. An amendment to this Declaration reflecting such alteration by the Developer needs to be signed and acknowledged only by the Developer, after such written consent, and need not be signed by the Association, unit owners, lienors, or mortgagees.

6. Such easements are reserved throughout the Condominium property as may be required for utility services needed to serve the Condominium adequately; provided, however, such easements through a unit shall be only in accordance with the plans and specifications for the building containing said unit, or as the building is actually constructed, unless approved in writing by the unit owner and mortgagees of record.

7. The owner of each unit shall own a share and certain interests in the common elements, which share and interests are appurtenant to his unit, including the following items:

A. An undivided 1/63rd share in the common elements and in the common surplus.

B. Membership in the Association and an undivided 1/63rd share in the funds and assets proportionately held by the Association.

C. The common elements include parking spaces for automobiles of the unit owners and their guests. Parking spaces will not be assigned, but will be available for use pursuant to the regulations of the Association, provided, however, that in no event shall said regulations provide less than one parking space per unit.

2118 591

8. 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 and common surplus appurtenant to his unit.

9. The operation of the Condominium shall be by PARK LAKE VILLAGES, INC., a corporation not for profit organized under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

A. A copy of the Articles of Incorporation of the Association and the Certificate of Incorporation is attached hereto as Exhibit "D" and by this reference made a part hereof.

B. The By-Laws of the Association shall be the By-Laws of the Condominium. A copy of said By-Laws is attached hereto as Exhibit "E" and by this reference made a part hereof.

C. Notwithstanding the duties of the Association to maintain and repair parts 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 other unit owners or persons.

D. A member's share in the funds and assets held by the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

10. Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and/or improvement shall be as follows:

A. Units.

The Association shall maintain, repair and replace at the Association's expense, all portions of a unit, except interior surfaces, contributing to the support of the building containing said unit, which portions shall include, but not be limited to the outside walls of the building and all fixtures on its exterior, boundary walls of the unit, floor and ceiling slabs, load-bearing columns and load-bearing walls, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of the unit maintained by the Association, and all such facilities contained within the unit which service a part or parts of the Condominium

- 4 -

2113 7 500

other than the unit within which contained. All incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association.

(2) A unit owner shall maintain, repair and replace at his expense, all portions of his unit except the portions to be maintained, repaired and replaced by the Association. Such work shall be accomplished without interference with the rights of other unit owners. No unit owner or resident of the Condominium shall paint, decorate or otherwise change the appearance of any portion of the exterior of any building without the written consent of the Association. Each unit owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

(3) Except as hereinbefore reserved to Developer, no alteration or addition shall be made to any portion of a unit or building which is to be maintained and repaired by the Association, without first obtaining the written approval of all owners whose units are to be affected and the approval of the Board of Directors of the Association. A copy of plans for any such alteration or addition prepared by an architect licensed to practice in the State of Florida shall be filed with Association prior to commencement of the work.

B. Common Elements.

(1) The maintenance and operation of the common elements and any other property or improvements in which the Association owns an interest shall be the responsibility of the Association.

(2) After completion of the improvements included in the common elements contemplated by this Declaration and the Exhibits hereto and subsequent to the election by the Developer to exercise his right to amend as stated in Paragraph 15 C herein, if such right be exercised on or before May 31, 1974, there shall be no alteration or further improvement of said common elements without prior written approval of the owners of not less than sixty (60%) percent of the common elements and consent of the mortgagees of record. No such alteration or improvement shall interfere with the rights of any unit owner without his consent and consent of the mortgagees of record. No assessment for the cost of any such work shall be levied against any institutional investor which acquires title as a result of owning a mortgage upon a Condominium parcel, regardless of whether title is acquired by deed from the mortgagor or through foreclosure proceedings, unless such owner shall approve the alteration or improvement in writing. The portion of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to the total common elements less the part owned by the institutional investor or investors. There shall be no change in the share or rights of a unit owner, in the common elements so altered or improved, whether or not the unit owner contributes to the costs of such alteration or improvements. The provisions stated herein, however, are subject to the Developer's right to amend recited in Paragraph 15 C of this Declaration.

