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**CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OF
LAKE CONLEY MOBILE HOME PARK CONDOMINIUM
AND BY-LAWS OF LAKE CONLEY MOBILE HOME PARK
CONDOMINIUM ASSOCIATION, INC.**

THIS SHALL CERTIFY that a duly called meeting of the members of Lake Conley Mobil Home Park Condominium Association, Inc., held on February 5, 2018, at which a quorum of the voting interests were present, the attached Amended and Restated Declaration of Condominium of Lake Conley Mobile Home Park Condominium, and Amended and Restated By-Laws of Lake Conley Mobile Home Park Condominium Association, Inc., were duly adopted by the membership as required therein. The Declaration of Condominium of Lake Conley Mobile Home Park Condominium was originally recorded on May 24, 1976, in Official Records Book 841, Page 1091, *et seq.*, of the Public Records of Pasco County, Florida, and as it exists as originally recorded and subsequently amended. This will also serve as a corrective filing to the document previously recorded on February 9, 2018 at Pasco County Official Records Book 9676, Page 996, *et seq.*¹

IN WITNESS WHEREOF, LAKE CONLEY MOBILE HOME PARK CONDOMINIUM ASSOCIATION, INC., has caused this instrument to be signed by a duly authorized officer on this 22 day of MARCH, 2018.

[Signature], Treas.
Witness #1 - Signature

RONALD GUBERMAN
Witness #1 - Printed Name

LAKE CONLEY MOBILE HOME PARK
CONDOMINIUM ASSOCIATION, INC.

By: Georgia Foltz, Pres.
Signature

GEORGIA FOLTZ, PRES.
Printed Name and Title

[Signature], Sec.
Witness #2 - Signature

CATHERINE A. WOLOSIN
Witness #2 - Printed Name

Rcpt: 1946938 Rec: 885.50
DS: 0.00 IT: 0.00
04/09/2018 J. R., Dpty Clerk

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me on this 22nd day of MARCH, 2018, by GEORGIA FOLTZ, RONALD GUBERMAN, CATHERINE WOLOSIN as OFFICERS, of Lake Conley Mobile Home Park Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



[Signature]
NOTARY PUBLIC - State of Florida at Large

My Commission Expires: July 25, 2020

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
04/09/2018 01:00pm 1 of 104
OR BK 9705 PG 2177

¹ The document previously recorded on February 9, 2018 at Pasco County Official Records Book 9676, Page 996, *et seq.* notates that the document was prepared by, recorded by and returned to Barbara J. Prasse, P.A., P.O. Box 173497, Tampa, Florida 33672. The document was not, in fact, submitted for recording by or returned directly to Barbara J. Prasse, P.A.

*THIS DOCUMENT CONSTITUTES A SUBSTANTIAL REWORDING
OF THE DECLARATION AS PREVIOUSLY AMENDED. SEE PRIOR
DOCUMENTS FOR CHANGES TO PRESENT TEXT*

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
LAKE CONLEY MOBILE HOME PARK CONDOMINIUM**

This Amended and Restated Declaration of Condominium of Lake Conley Mobile Home Park Condominium is made by Lake Conley Mobile Home Park Condominium Association, Inc., a Florida not-for-profit corporation as of this 22 day of MARCH, 2018.

WITNESSETH

WHEREAS, Lake Conley Mobile Home Park, Inc., a Florida Corporation, ("Developer") of the Lake Conley Mobile Home Park community recorded a Declaration of Condominium of Lake Conley Mobile Home Park Condominium, on May 24, 1976, in Official Records Book 841, Page 1091, *et seq.*, of the Public Records of Pasco County, Florida ("Original Declaration");

WHEREAS, on April 3, 1989, Lake Conley Mobile Home Park Condominium Association, Inc. ("Association") recorded a Certificate of Amendment to the Declaration of Condominium of Lake Conley Mobile Home Park Condominium and By-laws of Lake Conley Mobile Home Park Condominium Association, Inc. in Official Records Book 1795, Page 1489, *et seq.*, of the Public Records of Pasco County, Florida;

WHEREAS, on March 16, 2006, Association filed and recorded certain Certificate of Amendment to the Declaration of Condominium of Lake Conley Mobile Home Park Condominium, Articles of Incorporation Lake Conley Mobile Home Park Condominium Association, Inc., By-laws of Lake Conley Mobile Home Park Condominium Association, Inc. in Official Records Book 6887, Page 1551, *et seq.*, of the Public Records of Pasco County, Florida;

WHEREAS, on February 23, 2016, Association filed and recorded certain Certificate of Amendment to the Declaration of Condominium of Lake Conley Mobile Home Park Condominium in Official Records Book 9327, Page 2301, *et seq.*, of the Public Records of Pasco County, Florida;

WHEREAS, Developer has assigned to the Association all of its right, title and interest in the Declaration; and

WHEREAS, the Association has determined that for the long-range benefit of the character of the condominium community and for the benefit of the unit owners, the Association desires to amend and restate the Declaration of Condominium of Lake Conley Mobile Home Park Condominium to comply with the Chapter 718 of the Florida Statutes, as amended from time to time, as hereinafter provided.

NOW, THEREFORE, the Association hereby amends and restates the Declaration of Condominium of Lake Conley Mobile Home Park Condominium as follows:

The Developer owned title in fee simple to certain real property located in Pasco County, Florida, as more particularly described in Exhibit "A" attached to the Original Declaration.

In the Original Declaration, the Developer submitted the land described in Exhibit "A" and all improvements erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located thereon and intended for use in connection therewith, to the

condominium form of ownership. No additional land is being submitted to condominium ownership under this Declaration.

1. NAME

OR BK 9705 PG 2179
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The name by which this condominium is to be identified is:

LAKE CONLEY MOBILE HOME PARK CONDOMINIUM

2. DEFINITIONS

The terms used in this Declaration and its exhibits, including the Articles of Incorporation and By-Laws of the Association, shall be defined in accordance with the provisions of Condominium Act, and as follows unless the context otherwise requires:

2.1 Association means LAKE CONLEY MOBILE HOME PARK CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, and its successors.

2.2 Common Elements shall include:

- (a) All of those items stated in the Condominium Act.
- (b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.
- (c) All condominium property not included in the Units. Common Elements shall include, but not necessarily be limited to a 1.62-acre recreational complex, separate boat ramp, roads, drive and all of the above-described land and improvements subject to this Declaration, not included within the boundaries of the individual Units. Each Unit or mobile home site owner shall be entitled to equal and full use and enjoyment of all of the Common Elements, except as they may be restricted by rules and regulations duly adopted by the Association's Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit or mobile home site owners.

2.3 Common Expenses include:

- (a) Expenses of administration and management of the Association and of the Condominium Property.
- (b) Expenses of maintenance, operation, repair or replacement of the Common Elements, Limited Common Elements, and of the portions of Units to be maintained by the Association.
- (c) The costs of carrying out the powers and duties of the Association.
- (d) Expenses declared Common Expenses by the provision of this Declaration or by the By-Laws of the Association.
- (e) Any valid charge against the Condominium Property as a whole.

2.4 Condominium Parcel means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.5 Condominium Property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

2.6 Limited Common Elements means and includes those Common Elements which are reserved for the use of certain Unit or Units to the exclusion of other Units, and shall include but not be limited to, the 60 Rental Storage Spaces shown on Exhibit "C".

2.7 Unit means a part of the condominium property which is subject to private ownership. Unit shall mean and include mobile home site for purposes of this Declaration of Condominium. The term Unit shall further include the mobile home which is purchased.

2.8 Unit Owner or Owner of a Unit means the owner of a Condominium parcel.

2.9 Utility Services shall include but not be limited to, electric power, water and garbage, sewerage disposal, together with all other public services and convenience facilities for common areas. Utility Services to each individual unit shall be separately metered to that individual unit.

3. EXHIBITS

Exhibits attached to this Declaration of Condominium shall include the following:

- 3.1 (Exhibit "A") The legal description of the land included in the Condominium and survey of the land.
- 3.2 (Exhibit "B") Utilities.
- 3.3 (Exhibit "C") Site Improvement.
- 3.4 (Exhibit "D") Building Plans.
- 3.5 (Exhibit "E") Percentage ownership schedule of the Common Elements.
- 3.6 (Exhibit "F") Engineer's Certificate.
- 3.7 (Exhibit "F-1") Surveyor's Certificate.
- 3.8 (Exhibit "G") The Articles of Incorporation of the Association.
- 3.9 (Exhibit "H") The By-Laws of the Association.

4. EASEMENTS

Easements are expressly provided for and reserved in favor of Unit Owners, their lessees, their guests and invitees, as follows:

- 4.1 Utilities. Easements are reserved through the Condominium Property and the Condominium Properties of LAKE CONLEY MOBILE HOME PARK CONDOMINIUM as may be required for utility service in order to serve the Condominium, provided, however, such easements shall be only according to the plans and specifications for the Condominium, and as such facilities that may be actually installed. Said service easement shall include the right of the Association or its agents, to mow and maintain the yard area within the boundaries of each Unit, that are unoccupied.

4.2 Encroachments. In the event that any Unit 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, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment, so long as the same shall exist.

4.3 Traffic. An easement shall exist for pedestrian traffic over, through and across paths, streets, roads, walks, hall, lobbies, center cores, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of LAKE CONLEY MOBILE HOME PARK CONDOMINIUM and the respective condominium, and those claiming by, through or under the aforesaid Unit Owners: provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

5. UNIT BOUNDARIES AND IDENTIFICATION OF UNITS

5.1 A Unit or mobile home site shall consist of a space bounded by a vertical projection of the respective unit boundary line shown on the plat attached hereto as Exhibit "V" running from the plane of the ground as may exist or from the plane of the bottom ground or patio slab as may exist. Nothing shall be placed on a unit which shall exceed twenty (20 ft.) feet in height unless required to comply with state, federal or local laws. Each such unit, together with all appurtenances thereto, shall 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 condominium property, subject only to the provisions and restrictions of this Declaration and exhibits thereto, and the Articles of Incorporation and the By-Laws of the Association of Unit Owners.

5.2 Each Unit shall be identified by the use of a letter, number or any combination thereof, all of which are graphically described in Exhibit "A" attached hereto and made a part hereof.

6. APPURTENANCES TO UNITS

6.1 The owner of each Unit shall own an undivided share and certain interest in the Condominium Property, of which his/her/their Unit is a part, 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 an Exhibit "B" attached hereto and made a part hereof.

6.2 Each Unit or mobile home site shall include as an appurtenance the exclusive possession of such Unit and an undivided share in the common elements and such right to use the common elements (open space, roads and walkways) subject to the provisions, rules and restrictions provided for herein, in conjunction with other unit owners.

7. USE OF LIMITED COMMON ELEMENTS

The Association may in its discretion lease or rent Limited Common Elements at rates set by the Association, said rentals to be used in the payment of common expenses.

8. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

8.1 By the Association.

- (a) The Association shall maintain repair and replace at the Association's expense:
- (b) All Common Elements and Limited Common Elements.
- (c) Mow and maintain the yard area within the boundaries of each Unit which are not occupied and the expense for which shall be assessed to the Unit.
- (d) All incidental damage caused to a Unit by reasons of maintenance, repair and replacement accomplished pursuant to the provision of 8.1 (a), (b) and (c) above.

8.2 By the Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

- (a) To maintain, repair and replace at his, her or their expense, all portions of the Unit, except the portion to be maintained, repaired and replaced by the Association. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners. The appearance and configuration of the Unit and the mobile home site, including the mobile home and mobile home site fixtures shall be in conformance with the mobile home site restrictions established by the Association.
- (b) A Unit Owner shall not modify, alter, paint or otherwise decorate or change the appearance, décor or demeanor of any portion of the Condominium Property outside the Unit, nor shall any Unit Owner attach anything or fixture to the Condominium property outside the Unit without the prior approval of the Board of Directors.
- (c) To promptly report to the Association any defect or need for repairs for which the Association is responsible.
- (d) Each Unit Owner shall maintain in good condition and repair the exterior of all tangible property placed within the boundaries of the Unit and shall pay for all utilities which are separately metered to his/her/their Unit. The Unit Owner shall be responsible for all maintenance and repairs to furnish the supply lines from the hose bib and sanitary tee to the mobile home if such is the case.

8.3 Alteration and Improvement. With regard to the improvements included in the Condominium Property identified in this Declaration, there shall be no alteration or further improvements of the Condominium Property, without the prior approval, in writing, by record owners of fifty-one (51%) percent of all Unit Owners. The cost of 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/her/their consent.

8.4 Mobile Home Site Restrictions. The Association shall promulgate restrictions which shall govern and control the quality, configuration, nature, décor, size and quantity of the fixed improvements and fixtures that can be placed upon and within a Unit. Such restrictions shall be amended or modified by the vote of not less than fifty-one (51%) percent of the membership of the Association. The Association shall have full power and authority to enforce the restrictions under this Declaration and pursuant to the laws of the State of Florida. If legal action is required, the Association may recover cost and attorneys' fees incurred in enforcement.

9. ASSESSMENT AND COMMON EXPENSES

9.1 Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, such share being the same as his/her/their undivided share in the Common Elements. The initial monthly maintenance for each Unit has been computed and is set forth in Exhibit "E" attached hereto and made a part hereof.

9.2 Any future increases or decreases in said monthly maintenance charges shall be equitably assessed among the varying Units in the ratio hereinabove established.

9.3 Assessments. The making and collection of Assessments against each Unit Owner 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:

(a) Interest; Application of Payments. Assessments and installments on such Assessments paid on or before Fifteen (15) days after the date when due, shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due, shall bear interest at the highest rate allowed by law from the date when due until paid. Additionally, the Board shall have the authority to impose a late fee, not to exceed twenty-five dollars per month for each month that the account remains in arrears, to offset the increased cost of bookkeeping and secretarial costs that are incurred by the Association in keeping track of delinquent members. All payments on accounts shall be first applied to interest, late fees, costs and attorney fees if any, and then to assessment payment first due.

(b) 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 and late fees, which lien shall also secure reasonable attorneys' fees 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 liens shall be recorded among the Public Records of the County where located by filing a claim therein which state 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 shall have been paid.

Such claims of lien shall be signed and verified by an officer of the Association, or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at the Unit Owner's expense. All such liens recorded subsequent to the

date of recording the claim of lien, may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association may also, at its option, sue to recover a money judgment for unpaid assessments, without thereby waiving the lien securing the same. The liability of an institutional lender as holder of a first mortgage of record who obtain title to a unit by foreclosure or by deed in lieu of foreclosure shall be liable for that share of the common expenses or assessments by the Association pertaining to such unit or condominium parcel or chargeable to the former Unit Owner of such parcel, which became due prior to the acquisition of title as the result of the foreclosure in accordance with Florida Statute 718.116, as amended from time to time. Any remaining unpaid share of common expenses or assessment shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, his/her/their successors and assigns. A first mortgage acquiring title to a condominium parcel as the result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied be excused from the payment of some or all of the common expenses coming due during the period of such ownership. For purpose of this section "institutional lender" shall mean any real estate investment trust, savings and loan association, commercial bank or life insurance company, commercial mortgage company authorized to do business in the State of Florida, or any other first mortgage lender. All liens other than first mortgages are inferior to the Association's lien for assessments under this Declaration. The transfer of title by deed in lieu of foreclosure, or by foreclosure of any liens other than first mortgagee, shall not relieve the person taking title from liability for all past-due assessments.

9.4 Collection. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments from Unit Owners and shall use such remedies for collection as are allowed by this Declaration and exhibits and By-Laws and the laws of the State of Florida.

10. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

10.1 Membership in 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 held by the Association, shall be in the same proportion as the liability of each such Owner for common expenses. Each unit shall be entitled to one vote in the Association.

10.2 Articles of Incorporation. A copy of the articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit "G" and made a part hereof.

10.3 By-Laws. A copy of the By-Laws of the Association is attached as Exhibit "H" and made a part hereof.

10.4 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 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.

10.5 Restraint upon assignment of shares and assets. The Unit Owner's share 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 this Unit.

11. 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:

11.1 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 the Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance Trustee designated below, and all policies and their endorsement shall be deposited with the Association or the Insurance Trustee as set forth herein.

11.2 Personal Property of Unit Owners. Unit Owners should obtain coverage at their own expense upon their personal property, mobile homes, furnishings and fixtures and for their personal liability and living expense and such insurance shall not be the responsibility of the Condominium Association.

11.3 Coverage.

(a) Casualty. All buildings and improvements which are owned in common 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 which is owned in common, included in the Common Elements shall in 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 mortgage holding the greatest dollar amount of first mortgages against Units in the Condominium. Coverage shall afford protection against:

- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
- (2) Such other risks as from time to time shall be customarily covered with respect to buildings 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 vehicles, owned, and non-owned vehicle coverages, 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.

11.4 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expenses.

11.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds conveying property losses shall be paid to the Association or a named Insurance Trustee (hereinafter referred to as the Insurance Trustee), as Trustee, or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration. This election of the Insurance Trustee is subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against the 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 stated herein for the benefit of the Unit Owners and their mortgagees in the following shares, provided, however, such share need not be set forth on the records of the Insurance Trustee:

(a) Proceeds on account of damage to Common Elements and Limited Common Elements: And undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to his/her/their Unit.

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

- (1) When the Unit is to be restored: For the Owners damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, to the Unit, said cost to be determined by the Association.
- (2) When the Unit is not to be restored: An undivided share of each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his/her/their Unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued 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 any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution 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, and or all sums of insurance proceeds applicable to its mortgaged unit in the following events:

- (1) Its mortgage is not in good standing and is in default; and

- (2) Insurance proceeds are insufficient to restore or repair the Unit to the condition existing prior to the loss and additional monies are not available for such purpose.

(d) Insurance Trustee. An insurance trustee need not be appointed until there exists a major damage as defined at Paragraph 12.1(b) or until there shall have been a request by a first mortgagee for such appointment.

11.6 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 proceeds shall be paid to defray the costs thereof as provided herein. 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 provided herein that the damage for which proceeds are paid, shall be reconstructed or repaired, the 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 share of the distribution.

11.7 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.

12. RECONSTRUCTION OR REPAIR AFTER CASUALTY

12.1 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 Elements and Limited Common Elements. If the damaged improvement is a Common Element then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.
- (b) Damage
- (1) Lesser Damage. If the damaged improvement is a building or other Common Element, and if the Units to which sixty (60%) percent of the Common Elements are appurtenant are found by

the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the condominium shall be terminated.

- (2) Major Damage. If the damaged improvement is a building or other Common Element, and if Units to which more than sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within sixty (60) days after the casualty, the Owners of eighty (80%) percent 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.

12.2 Plans and specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in a building, by the Owners of not less than eighty (80%) percent 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.

12.3 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.

12.4 Estimates of cost. 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.

12.5 Assessment. 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 reconstruction and repair are insufficient, assessments shall be made against the unit Owners who own the damaged Units, and against all the Owners in the case of damage to Common Elements, in sufficient amounts to provide for damage to Units shall be 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.

12.6 Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or 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 assessments made by the Association in order to provide funds for the payment of costs or reconstruction and repair that is the

responsibility of the Association is more than \$10,000.00, 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 repair.

(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 reconstructions and repair in the following manner and order:

- (1) Association – Lesser damage. If the amount of the estimated costs or reconstruction and repair that is the responsibility of the Association, is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided, however, that upon request 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.
- (2) Association – Major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association, is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.
- (3) 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 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.
- (4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payments 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; except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.
- (5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether 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 the order of the Association or approval of an architect or otherwise, or whether a disbursement is to be made from 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 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 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 disbursements in payment of costs of reconstruction and repair.

13. USE RESTRICTIONS.

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

13.1 Units. Each of the Units shall be used only as a single family private residential dwelling. Residential usage for purposes of this Declaration is defined to mean that the use of each Unit or mobile home site shall be limited to one (1) Mobile Home per unit site at any one time which may be occupied by the owner or owners and their guests or lessees. No Unit may be occupied by a non-owner for a period of thirty (30) consecutive days or more without having first obtained written approval from the Association. A guest or guests or lessees of the owner of a Unit, who occupies the Unit for a period of thirty consecutive days or more, shall be entitled to the use of said Unit and its appurtenances only if said guest or guests or lessees are approved and duly registered with the Condominium Association.

For purposes of this Section, the term "single-family" shall mean and be defined as two persons living together as a single housekeeping unit or three or more persons, related by blood, marriage or legal adoption, living together as a single housekeeping unit.

Notwithstanding anything to the contrary contained herein, after the effective date of this amendment, at least one person fifty-five (55) years of age or older must be an occupant of each unit while any person occupies said unit. Persons under the age of fifty-five (55) and more than eighteen (18) years of age may occupy and reside in a unit as long as at least one of the occupants is fifty-five (55) years of age or older. Notwithstanding the language contained above, no person under the age of eighteen (18) shall be allowed to permanently reside in or occupy a unit. For purposes of occupancy by persons under eighteen (18) years of age, "permanent" shall mean occupancy more than thirty (30) days in any twelve (12) month period. Notwithstanding anything to the contrary contained in the Declaration or otherwise, the Board shall have the authority to levy assessments and make such material alterations or substantial additions to the common elements or condominium property in order to provide facilities and services specifically designed to meet the requirements of the Fair Housing Amendments Acts of 1988.

13.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

13.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within or without a Unit, 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 hall 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/her/their Unit or make any use of the Common Elements that will increase the cost of insurance upon the condominium Property.

13.4 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, 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 or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

13.5 Leasing of Units. After approval by the Association required herein, and subject to other provisions set forth herein, entire Units may be rented, provided the occupancy is only by the Lessees, listed in a written lease agreement and approved by the Association. Leases shall be no less than two (2) months nor more than twelve (12) months. Only one lease per year shall be entered into. A year shall be defined as a period from July 1st through June 30th annually. No rooms may be rented, and no transient tenants shall be accommodated in any Unit, nor shall any lease of any Unit release or discharge the Owner thereof, from compliance with any of his/her/their obligations and duties as a Unit Owner. All of the provision of this Declaration, and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association and the terms and provisions of the Declaration of Condominium and By-Laws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements or Units unless the nature of the sign and proposed location has been approved in writing by the Board of Directors.

13.7 Prohibited Vehicles. No trucks greater than ¾ ton trailers, camper type vehicles or other commercial vehicles shall be parked in any parking space within a Unit except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the Condominium, the Association or Unit Owners, or resident.

13.8 Regulations. Reasonable Rules and Regulations concerning the use of Condominium Property 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

Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the condominium.

13.9 Mobile Home Site Restrictions. The Association as set forth in the paragraph 8.4 herein shall establish restrictions which shall govern the quality, configuration, nature, size, décor and quantity of the fixed improvements and fixtures that can be placed upon and within a Unit.

13.10 Animals. The keeping or harboring of pets are subject to the provision of this Declaration and the rules and regulations which may be adopted by the Board of Directors.

(a) Each Unit, regardless of the number of joint owners or occupants, shall be allowed to maintain one Household Pet in the Unit, to be limited to one dog or one cat, except for fish, provided that such Household Pet:

1. does not exceed 25 pounds;
2. is not kept, bred or maintained for any commercial purpose;
3. is not a nuisance to other residents;
4. is not considered to be dangerous by the Board of Directors;
5. is in compliance with all Federal laws, State laws, and County ordinances; and
6. is registered and has been approved by the express written consent of the Board of Directors.

In addition to one dog or one cat, fish may be kept. There is no limit on the number of fish that may be kept, so long as the fish are not kept, bred or maintained for commercial purposes, and do not become a nuisance to other residents.

(b) "Household Pet" means cat, dog or fish.

(c) For Unit Owners that had more than one animal and/or Household Pet (excluding fish) prior to January 16, 2016, and that have written documentation of the Association's approval to keep such animals and/or Household Pets, such animals and/or Household Pets may be kept until the end of the animal's or Household Pet's natural life. Upon death, the animal or Household Pet may not be replaced so as to bring the total number of Household Pets kept in a Unit to a total number greater than one.

14. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by an Owner shall be subject to the following provisions as long as the Condominium exists upon the land:

14.1 Transfers subject to approval. No Unit Owner, may either acquire or dispose of any Unit by sale, lease, gift, devise, inheritance, or other transfer of title or possession without the written consent of the Association, except as hereinafter provided. In the event of transfer of title by operation of law, the continued ownership is subject to the written approval of the Association, except as herein provided.

No person, Corporation, Limited Liability Corporation, Partnership, Trust, or other entity may own more than two (2) Units at one time. This shall apply to acquisitions of additional units by immediate family members of an owner, and to acquisitions by any companies or entities that are related to an owner of another unit, such as those that have common officers, directors or partners, or where companies owning have majority stockholders that also own units. Any person, Corporation, Limited Liability Corporation, Partnership, Trust, or other entity owning more than two (2) Units prior to February 23, 2016, shall be limited to the number of Units owned as of the date of February 23, 2016; however, upon the sale or disposal of a unit or units, the maximum number of units that may be owned shall be two (2). The limitations set forth in this section do not apply Lake Conley Mobile Home Park Condominium Association, Inc.

No Owner may lease more than one (1) Unit during any period of time, except those Units leased by an Owner owning two (2) or more Units as of February 23, 2016 may continue to lease those two (2) or more Units Only.

No Unit may be leased or rented for a period of twelve (12) consecutive months following transfer of title of a Unit to a new owner, unless the Board of Directors approves an exception to this restriction which may be given for a hardship condition which occurs after the transfer of title to the new Unit owner. Examples of potential hardship include accidents or other medical stipulations which prevent the owner from occupying the Unit, or other similar hardship situations. Exception is also automatically granted to existing Unit Owners who have owned their existing unit for twelve (12) or more months prior to the purchase of their second unit. The limitations set forth in this section do not apply to Lake Conley Mobile Home Park Condominium Association, Inc.

14.2 Approval by Association. The written approval of the Association that is required for the transfer of title of a Unit shall be obtained in the following manner:

(a) Notice to Association.

- (1) Sale. The Association is hereby given and granted the right of first refusal to purchase such Unit on the terms and conditions herein stated, and no Unit Owner shall sell the same to any party without first giving the Association notice in writing as herein provided, and thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to purchase the Unit, or find a substitute purchaser, on the same terms and conditions as those contained in any bona fide offer which the Unit Owner may have received for the purchase of his/her/their Unit. Whenever the Owner of any Unit has received a bona fide offer to purchase his/her/their Unit and is desirous of accepting such bona fide offer, the Owner of the Unit shall notify the Board of Directors of the Association in writing by registered or certified mail sent to the offices of the Association, or by personal delivery made to the President or Secretary of the Association, of his/her/their desire to accept such offer for the purchase of his/her/their Unit, and provide a copy of the executed bona fide offer to purchase, a completed Application for Purchase Approval Form, a completed background check form, a completed credit check form, and an Age Verification Census form, along with an application fee. The application fee

shall be set by the Board of Directors and shall not exceed any limit imposed by the Laws of the State of Florida.

- (2) Lease. Whenever the Owner of any Unit intends to make a bona fide lease of his/her/their Unit, the Owner of the Unit shall notify the Board of Directors of the Association in writing by registered or certified mail sent to the offices of the Association, or by personal delivery made to the President or Secretary of the Association, of his/her/their desire to lease the Unit, and provide a copy of the proposed lease, a completed Application for Lease Approval Form, a completed background check form, and an Age Verification Census form, along with an application fee. The application fee shall be set by the Board of Directors and shall not exceed any limit imposed by the Laws of the State of Florida.
 - (3) Gift, devise, inheritance, or other transfers. A Unit Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously specified shall give to the Association, notice of the acquiring of his/her/their title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.
 - (4) Failure to give notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction, ownership or possession. If the Association disapproves of the transaction, ownership or possession, the Association shall proceed as if it had received the required notice on the date of such disapproval.
- (b) Certificate of Approval.
- (1) Sale. If the proposed transaction is a sale then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in recordable form, executed by the Association. The Association may, but is not required, to record such approvals in the Official Records of Pasco County, Florida.
 - (2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction.
 - (3) Gift, devise or inheritance; other transfers. If the Unit Owner giving notice has acquired title by gift, devise or inheritance, or any other manner then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of

the Unit. If approved, the approval shall be by a certificate in recordable form executed by the Association.

(c) Approval of corporate owner or purchase. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner, purchaser, or lessee of a Unit is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons occupying the Unit be approved by the Association.

14.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by registered mail to the Unit Owner, an agreement to purchase the Unit by a purchaser approved by the Association, or an agreement to purchase, signed on behalf of the Association by its President and attested by its Secretary, in which event the Unit Owner shall sell the Unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, or upon mutually agreed terms.

(1) The sale shall be closed within thirty (30) days after delivery of mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.

(2) If the Association shall fail to purchase or provide a purchaser upon demand of the Unit Owner in the manner provided, or if the purchaser furnished by the Association shall default in his/her/their agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form.

(b) Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made. However, the Association shall not unreasonably withhold approval.

(c) Gift, devise or inheritance; other transfers. If the Unit Owner giving notice has acquired title by gift, devise or inheritance, or any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Unit Owner, and agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) The sale price 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. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average

of their appraisals of the 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.

- (2) The purchase price shall be paid cash.
- (3) The sale shall be closed within thirty (30) days following determination of the sale price.
- (4) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his/her/their agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form, to the Unit Owners.

(d) Basis for Disapproval. The Association shall not unreasonably withhold approval of potential purchasers or lessees. In order to promote harmony, health, welfare, safety of the community, the Board of Directors shall promulgate reasonable rules and guidelines regarding the basis for disapproval of potential purchasers and potential lessees. However, the Association shall disapprove a potential purchaser or potential lessee who:

- (1) has been convicted of a felony within the past five years;
- (2) has been convicted of a drug related crime during the past five years;
- (3) has been convicted of a crime of violence, fraud or theft during the past five years; or
- (4) has ever been convicted of a felony involving violence to persons or property;

Exceptions. The foregoing provisions of this Section entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution that acquire its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquire by deed from the mortgagor, his /her/their successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution that so acquire its title. Neither shall such provisions require the approval of a purchaser, who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclose sale, judicial sale or tax sale.

14.4 Unauthorized transactions. Any sale, mortgage, lease, or transfer not authorized pursuant to the terms of this Declaration, shall be voidable, unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

14.5 Notice of lien or suit.

(a) A Unit Owner shall give notice, in writing, to the Association of every lien upon his/her/their Unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) Notice of Suit. A Unit Owner shall give notice, in writing to the Association of every suit or other proceeding which may affect the title to the Unit. Such notice shall be given within five (5) days after the Unit Owner receives knowledge or notice thereof.

(c) Failure to comply. Failure to comply with this subsection concerning liens, will not affect the validity of any judicial sale.

14.6 Whenever in this section an approval is required of the Association in connection with the sale, transferring, leasing or pledging of any Unit, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer, pledging or leasing within ninety (90) days after the date thereof, or within thirty (30) days of the date of notice upon which the purchaser, transferee or lessee, shall take possession of the premises, whichever date shall be later, shall constitute waiver by the Association of objection to the written consent otherwise required by this section and the Association upon demand shall forthwith deliver consent in recordable form.

15. PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase Unit subject to the following provisions:

15.1 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.

15.2 Limitation. If at any time the Association shall be the Owner or agreed purchase of five or more units, it may not purchase any additional Units without the prior written approval of seventy-five (75%) percent of the Unit Owners eligible to vote. A Unit Owner 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 money due the Association, nor shall the limitations of this paragraph apply to Units to be acquire by the Association in lieu of foreclosure of such liens if the consideration therefore does not exceed the cancellation of such lien.

16. RIGHTS OF DEVELOPER - stricken in 1989.

17. 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 Rules and Regulations adopted pursuant to those documents, 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 the following relief in addition to the remedies provided by the Condominium Act:

17.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her/their negligence or by that of any member of his/her/their family or his, her or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A 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 or its appurtenances, or of the Common Elements, by the Unit Owner.

17.2 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 Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by the Court.

17.3 No waiver of rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision to the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Rules and Regulations, shall not constitute a waiver of the rights to do so thereafter.

18. AMENDMENTS

Except as provided herein, this Declaration of Condominium and the Articles and By-Laws of the Association, may be amended in the following manner:

18.1 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.

18.2 A Resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

18.3 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty (20%) percent of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a two-thirds (2/3) majority of the Board at any regularly constituted meeting thereof. Upon any amendment being proposed as herein provided, the President, or in the event of his/her/their refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days, nor later than ninety (90) days thereafter, for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provide such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approvals must be either by the affirmative vote of a majority of the membership, present and voting, in person, or by proxy at a duly called meeting at which a quorum is present.

18.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner, nor against any Unit or class or group of Unit, 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 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 the section entitled "Reconstruction or Repair After Casualty" unless the record Owners of all mortgages upon any Condominium Property shall join in the execution of such amendment.

18.5 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof, in the Public Records of the County and State in which the land is situate.

19. TERMINATION

The condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act;

19.1 Destruction. If it is determined as provided herein that the Condominium Property shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated without agreement.

19.2 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 (75%) percent of the Common Elements, and 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 of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner of a unit, or of a mortgage encumbering a Unit shall be irrevocable until expiration of the affected option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units 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 following 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 affect a separate contract between each seller and his/her/their purchaser.

(b) Price. The sale 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 by arbitration in accordance with the then existing rules of the American Arbitration Association by 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/her/their 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 Unit, then the purchase shall have the option of assuming the remaining principal obligation thereof, and the 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.

19.3 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 fact effectuating the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate.

19.4 Shares of Owners after Termination. After termination of the condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

19.5 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record Owners of mortgages upon the Units.

20. 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 Rules and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, LAKE CONLEY MOBILE HOME PARK CONDOMINIUM ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 22 day of MARCH, 2018.

[Signature]
Signature of Witness #1

Signature of Witness #1

RONALD EUDENAU TREAS.
Printed Name of Witness #1

Printed Name of Witness #1

LAKE CONLEY MOBILE HOME
PARK CONDOMINIUM
ASSOCIATION, INC.

By: Georgia Foltz, Pres.
Signature

[Signature]
Signature of Witness #2

Signature of Witness #2

GEORGIA FOLTZ, PRES.
Printed Name and Title

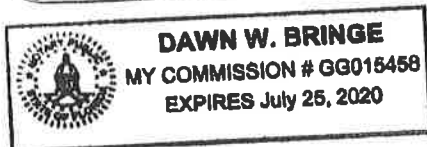
Printed Name and Title

Catherine A. Wolcott, Sec.
Printed Name of Witness #2

Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF FLASCO)

The foregoing instrument was acknowledged before me this 22nd day of MARCH, 2018 by GEORGIA FOLTZ, RONALD EUDENAU, as OFFICERS of Lake Conley Mobile Home Park Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



[Signature]
NOTARY PUBLIC - State of Florida at Large

My Commission Expires: JULY 25, 2020

LAKE CONLEY MOBILE HOME PARK CONDOMINIUM BEING A PORTION OF SECTION 25, TOWNSHIP 26 S., RANGE 15 EAST PASCO COUNTY, FLORIDA

STATE OF FLORIDA, S.S.
NOTICE OF RECORD
 The undersigned, Clerk of the Circuit Court of Pasco County, Florida, do hereby certify that the foregoing is a true and correct copy of the original as the same is on file in the office of the Clerk of the Circuit Court of Pasco County, Florida, and that the same is subject to the provisions of the Florida Statutes, Chapter 71, Section 19, and that the same is subject to the provisions of the Florida Statutes, Chapter 71, Section 19, and that the same is subject to the provisions of the Florida Statutes, Chapter 71, Section 19.

STATE OF FLORIDA, S.S.
NOTICE OF RECORD
 The undersigned, Clerk of the Circuit Court of Pasco County, Florida, do hereby certify that the foregoing is a true and correct copy of the original as the same is on file in the office of the Clerk of the Circuit Court of Pasco County, Florida, and that the same is subject to the provisions of the Florida Statutes, Chapter 71, Section 19, and that the same is subject to the provisions of the Florida Statutes, Chapter 71, Section 19, and that the same is subject to the provisions of the Florida Statutes, Chapter 71, Section 19.

STATE OF FLORIDA, S.S.
NOTICE OF RECORD
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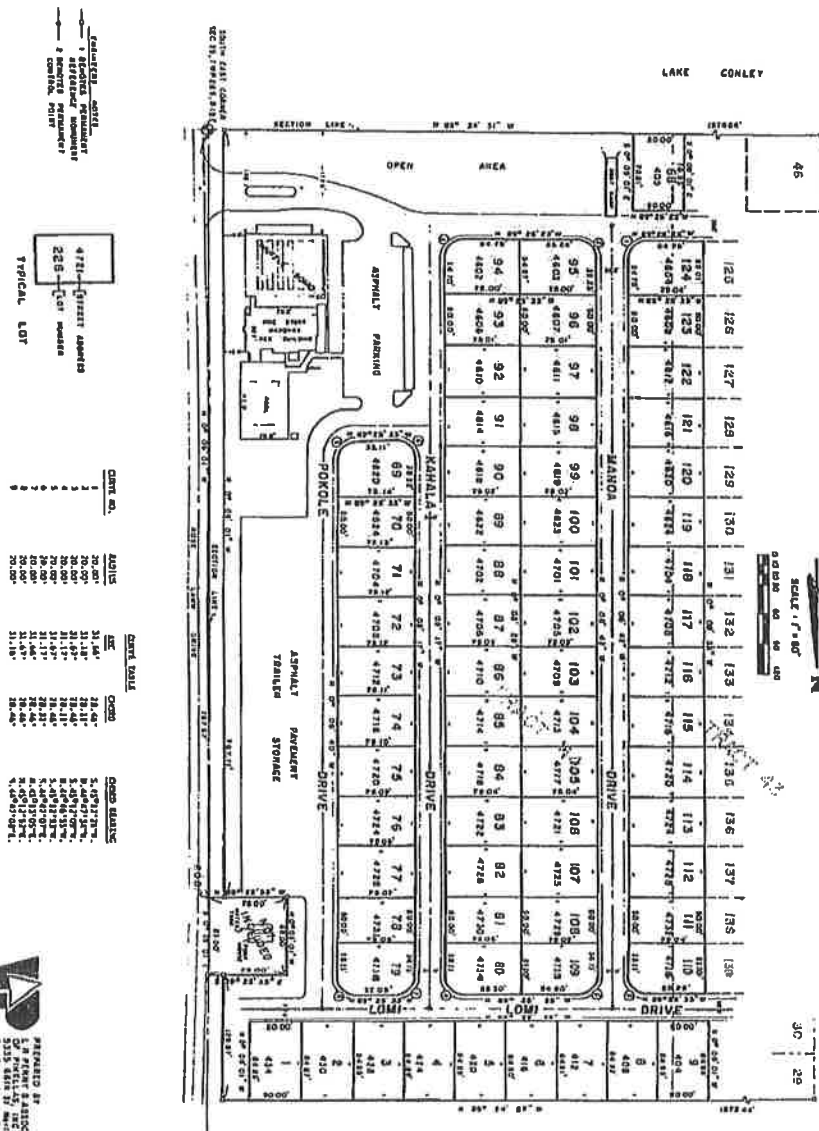
STATE OF FLORIDA, S.S.
NOTICE OF RECORD
 The undersigned, Clerk of the Circuit Court of Pasco County, Florida, do hereby certify that the foregoing is a true and correct copy of the original as the same is on file in the office of the Clerk of the Circuit Court of Pasco County, Florida, and that the same is subject to the provisions of the Florida Statutes, Chapter 71, Section 19, and that the same is subject to the provisions of the Florida Statutes, Chapter 71, Section 19, and that the same is subject to the provisions of the Florida Statutes, Chapter 71, Section 19.



3/26/79
1 OF 4 SHEETS

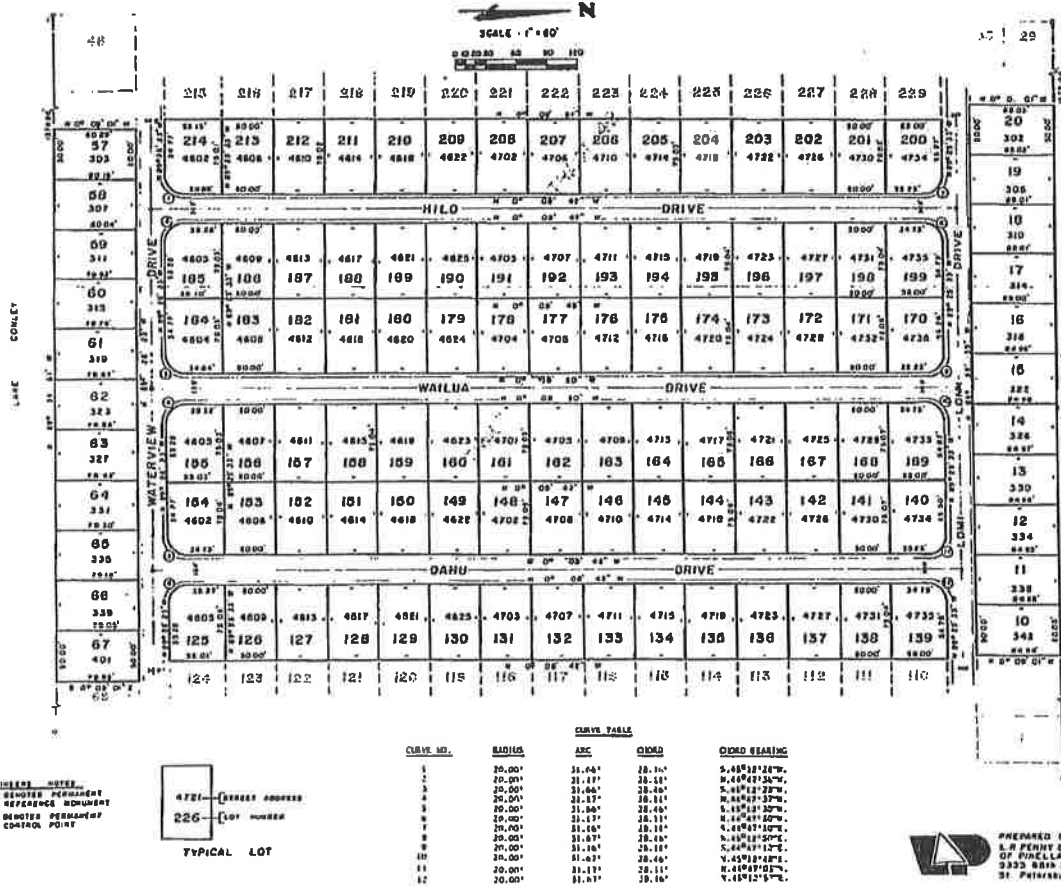
EXHIBIT "A"

BEING A PORTION OF SECTION 25, TOWNSHIP 26 S., RANGE 15 EAST
PASCO COUNTY, FLORIDA



LAKE CONLEY MOBILE HOME PARK CONDOMINIUM

BEING A PORTION OF SECTION 25, TOWNSHIP 26 S., RANGE 15 EAST
PASCO COUNTY, FLORIDA

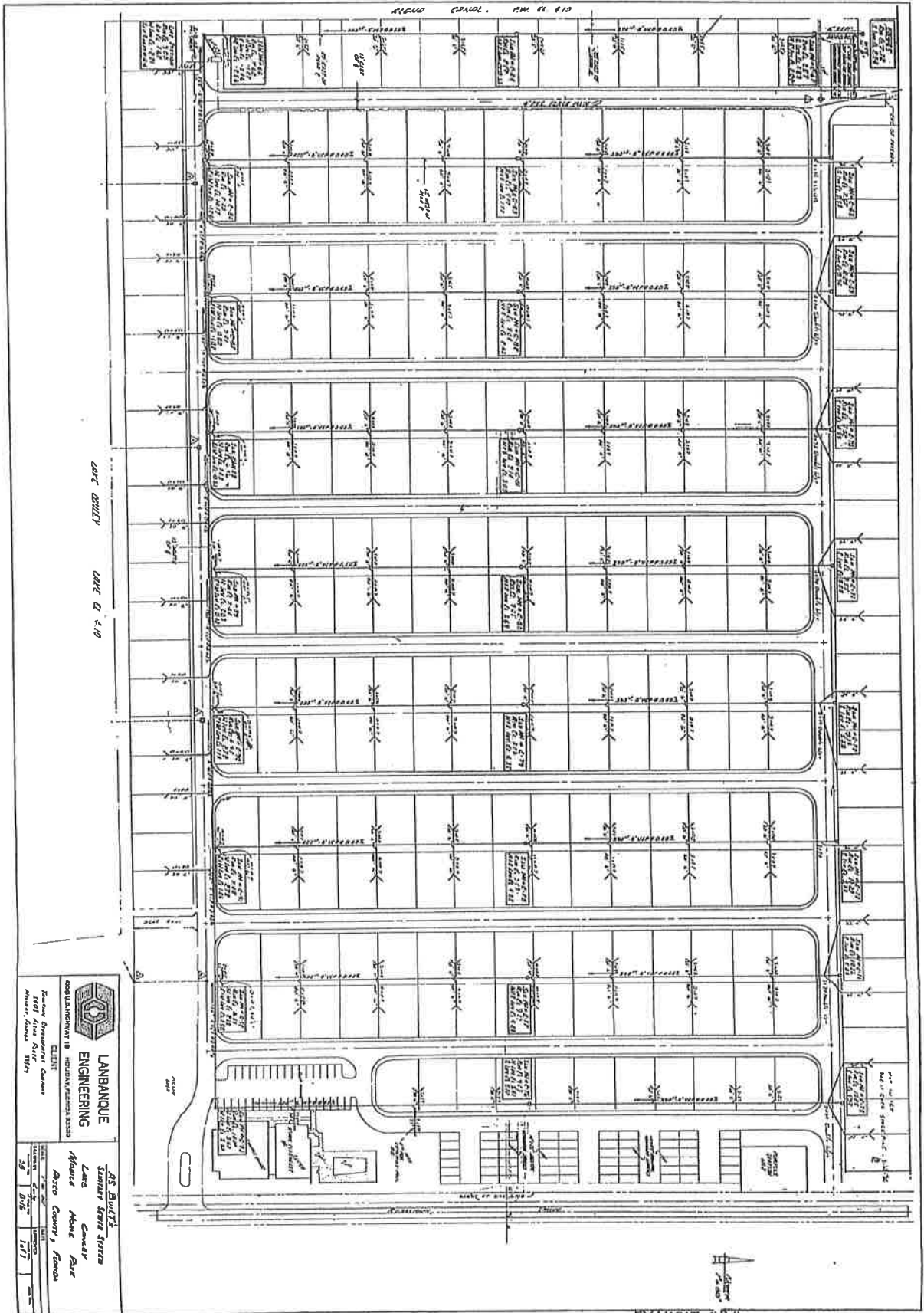


SHEET 3 OF 4 SHEETS

Exhibit "A"

BEING A PORTION OF SECTION 25, TOWNSHIP 26 S., RANGE 15 EAST
PASCO COUNTY, FLORIDA





LANBANQUE ENGINEERING
4000 U.S. HIGHWAY 18
INDIANAPOLIS, INDIANA 46218
TEL: 317.444.1111
FAX: 317.444.1112
WWW.LANBANQUE.COM

CLIENT
Tanner Engineering Company
Attn: Mr. John Tanner
Attn: Mr. John Tanner

PROJECT
2000 U.S. HIGHWAY 18
INDIANAPOLIS, INDIANA 46218
TEL: 317.444.1111
FAX: 317.444.1112
WWW.LANBANQUE.COM

DATE
01-27-2000

BY
J. Tanner

SCALE
AS SHOWN

PROJECT
2000 U.S. HIGHWAY 18
INDIANAPOLIS, INDIANA 46218
TEL: 317.444.1111
FAX: 317.444.1112
WWW.LANBANQUE.COM

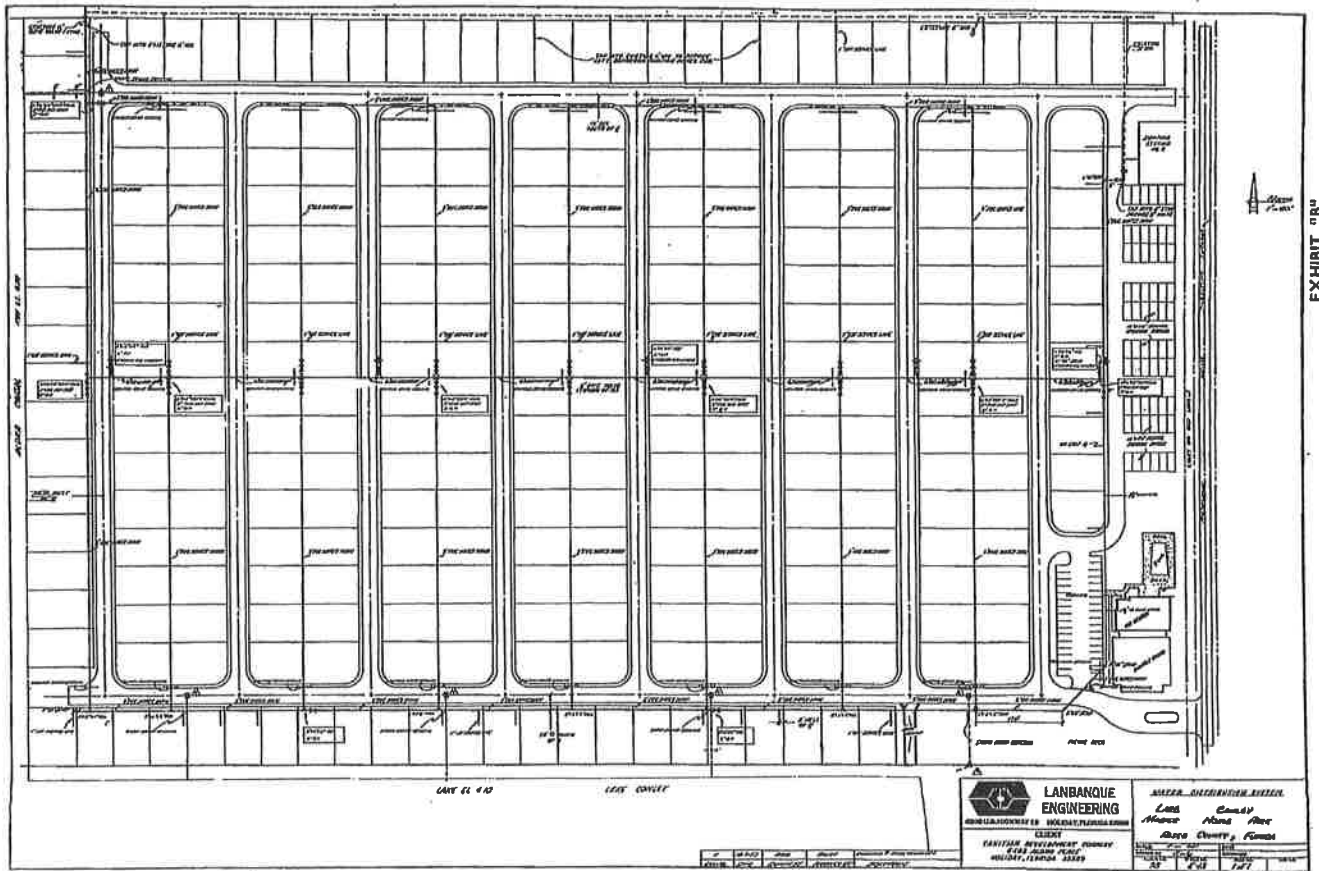


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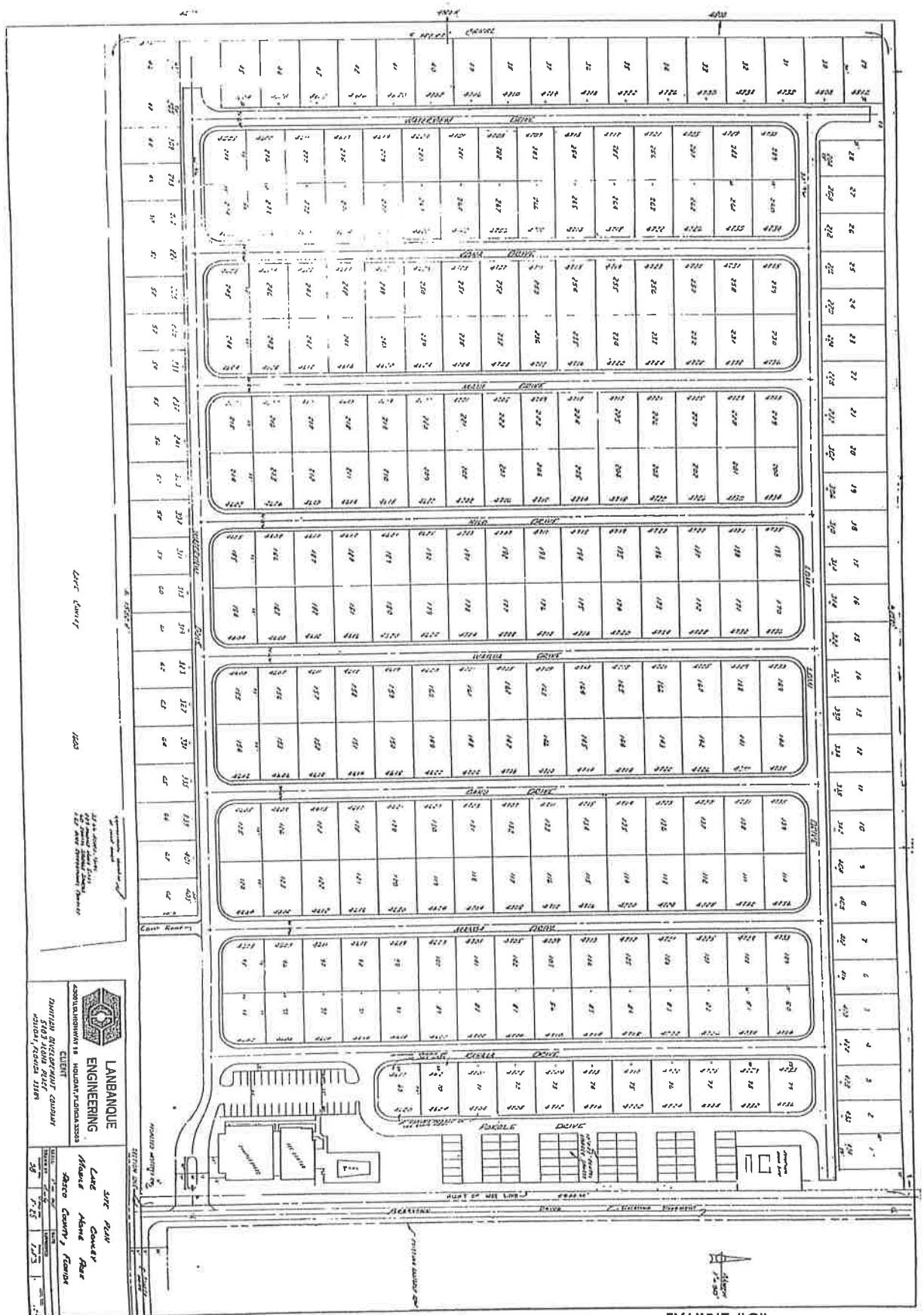


EXHIBIT "C"

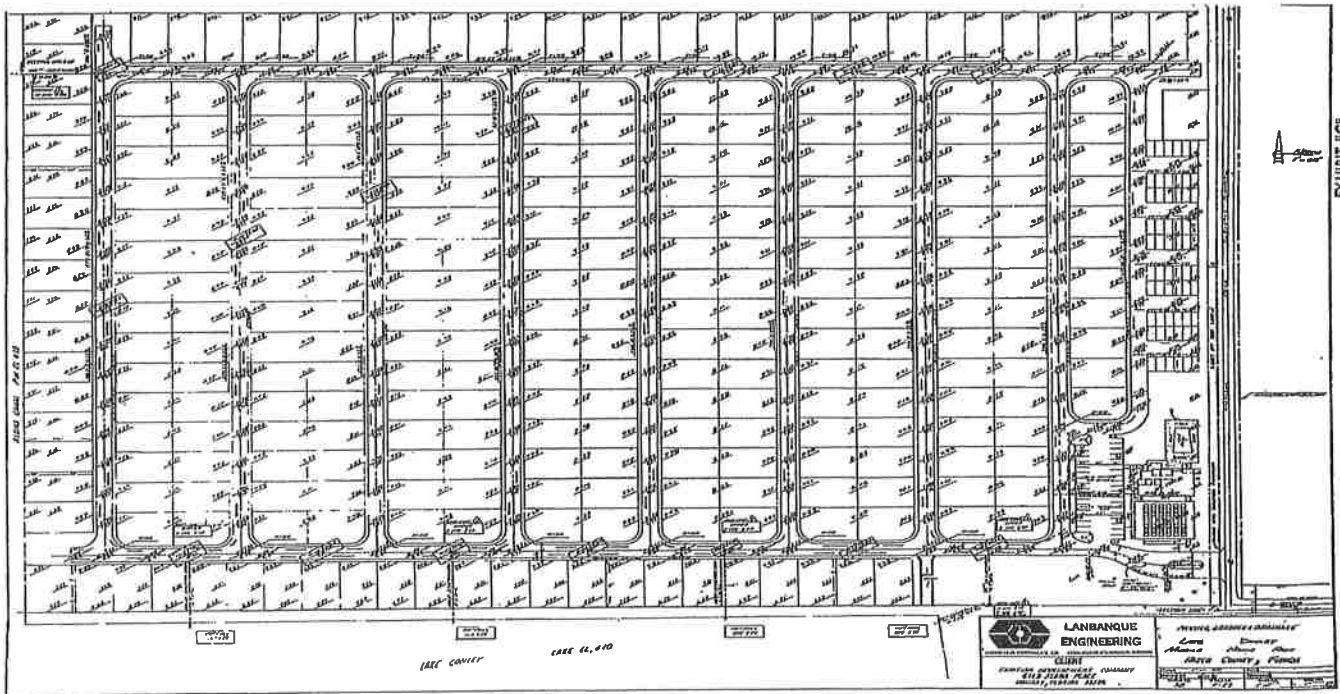
Lot 1

Lot 2

Lot 3

LANE ENGINEERING
2200 N. LANE, SUITE 100
DENVER, CO 80202
TEL: 724-1234
FAX: 724-5678
WWW.LANE-ENG.COM

DATE	BY	REVISION
10/1/00	J. LANE	1.0
10/1/00	J. LANE	1.1
10/1/00	J. LANE	1.2
10/1/00	J. LANE	1.3
10/1/00	J. LANE	1.4
10/1/00	J. LANE	1.5
10/1/00	J. LANE	1.6
10/1/00	J. LANE	1.7
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10/1/00	J. LANE	1.9
10/1/00	J. LANE	2.0



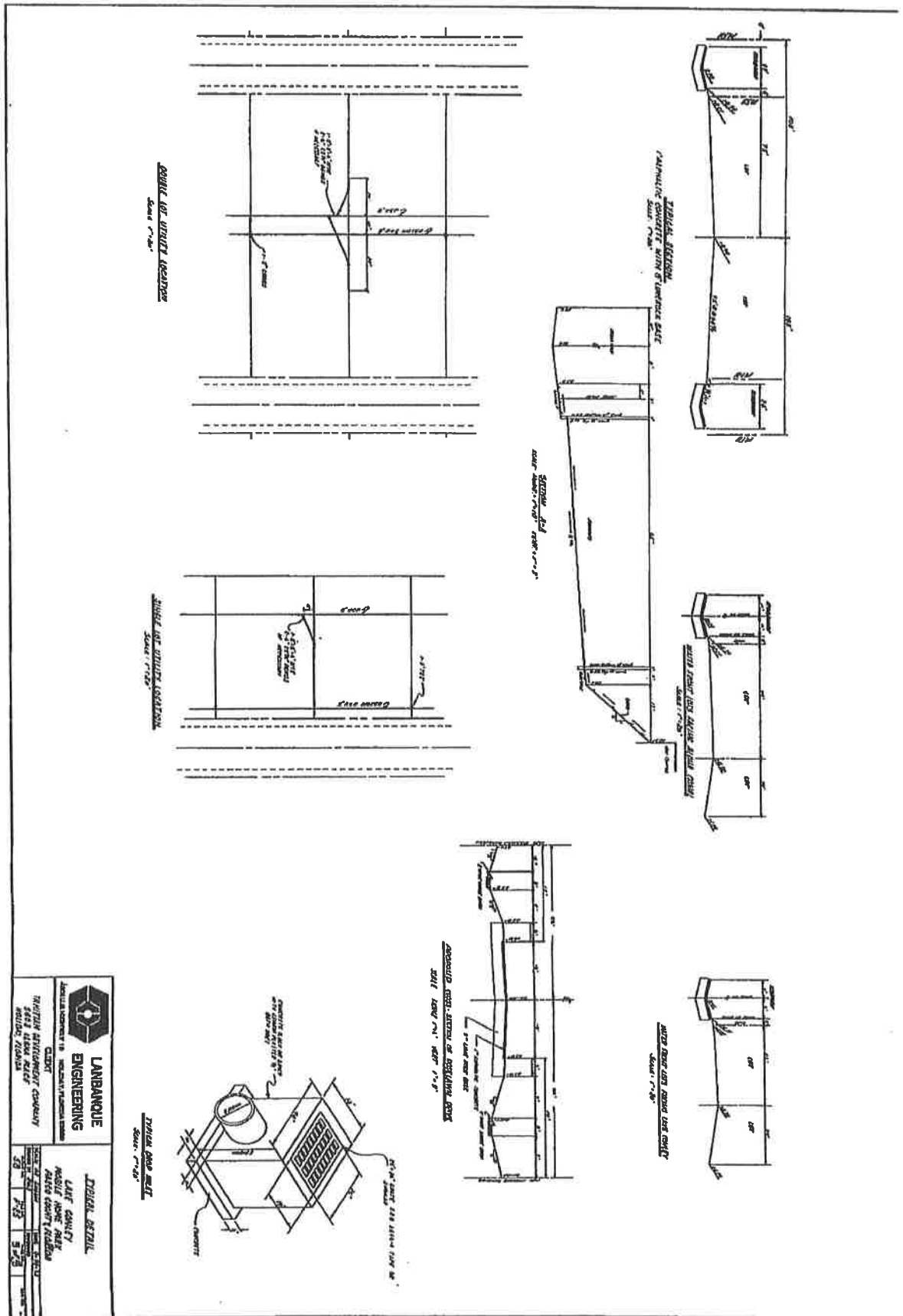


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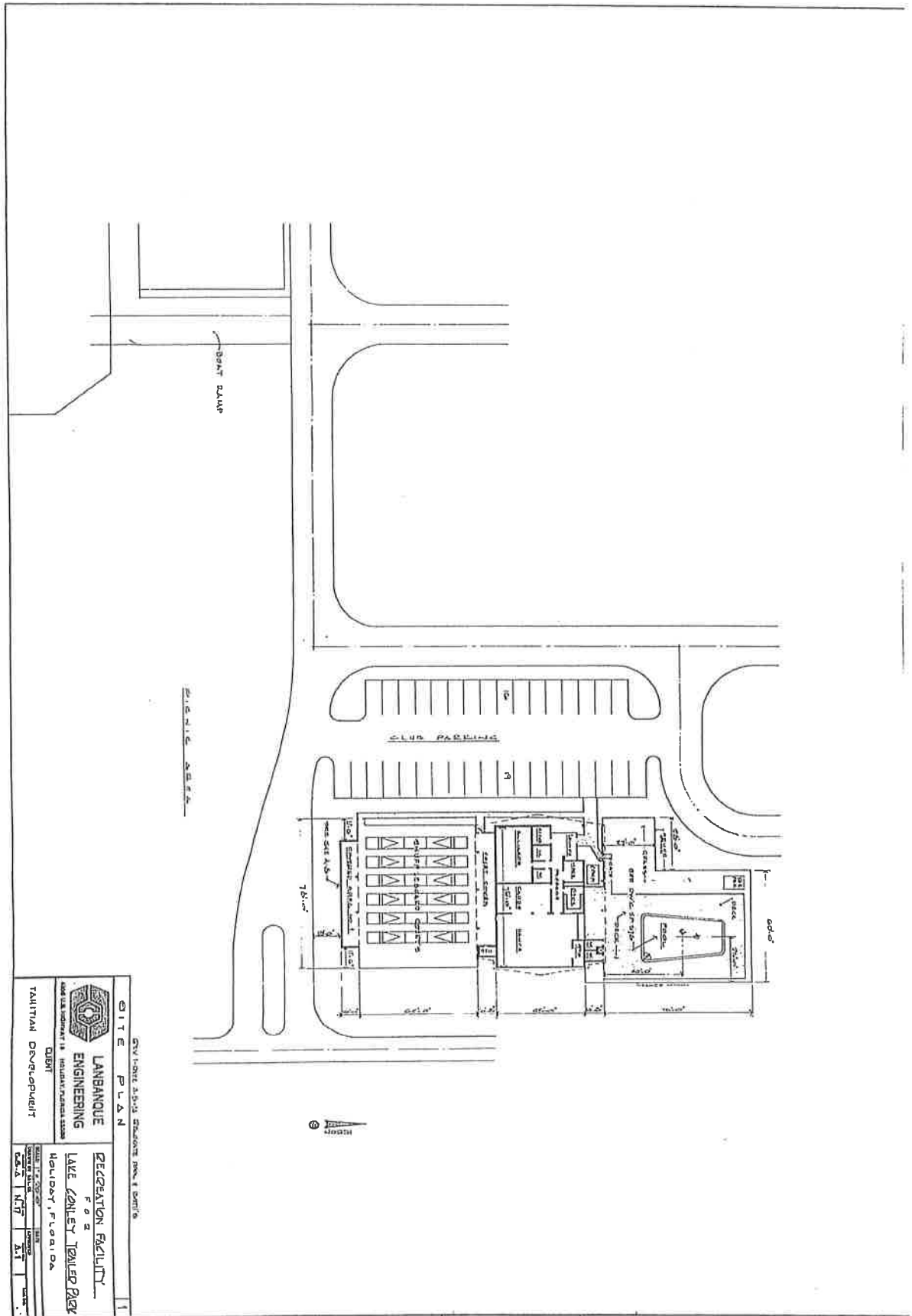


EXHIBIT "D"





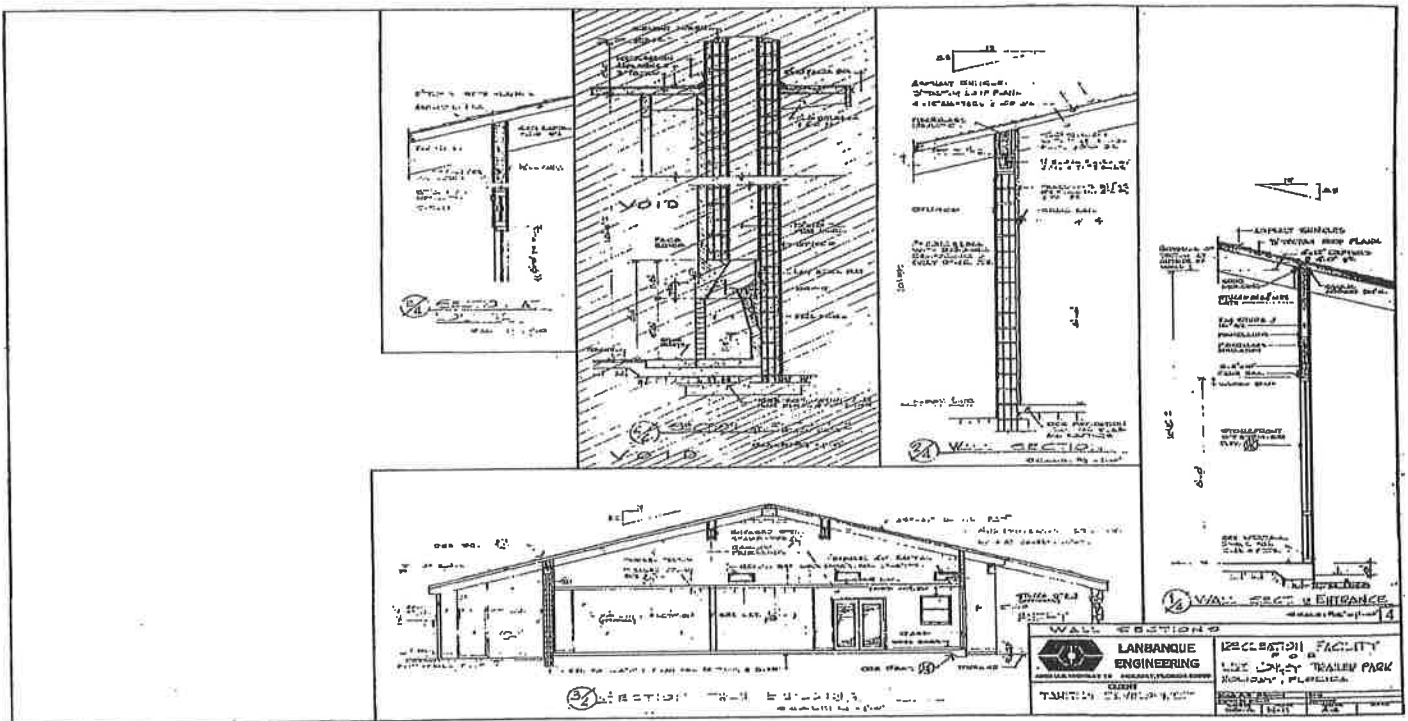


EXHIBIT "D"

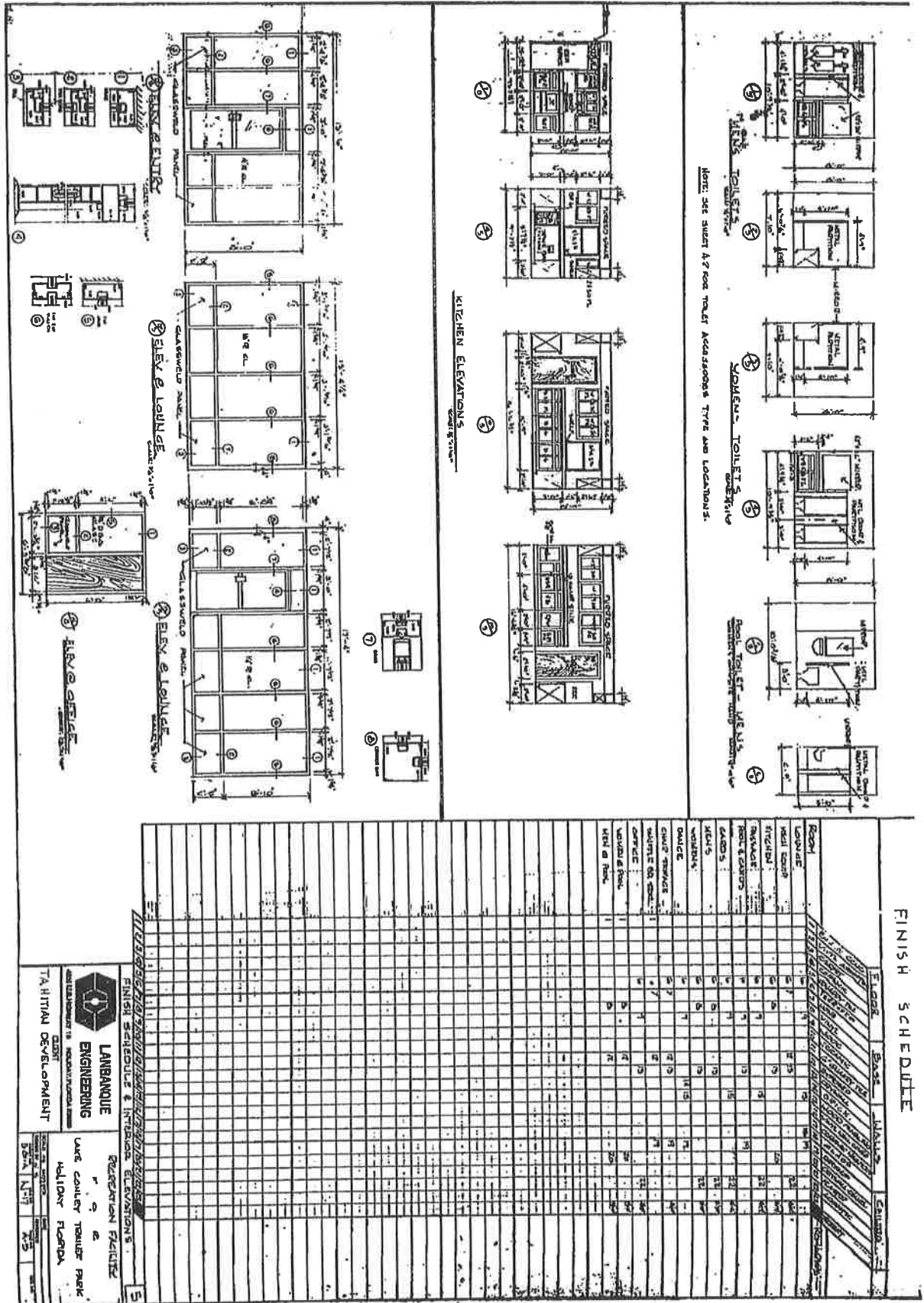
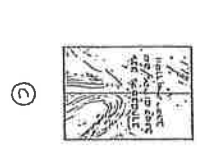
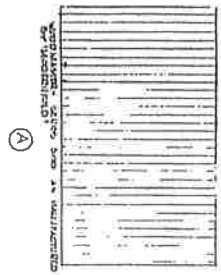
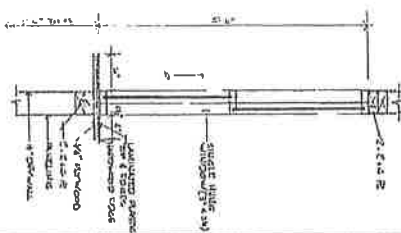
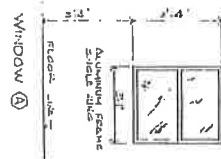


EXHIBIT "D"



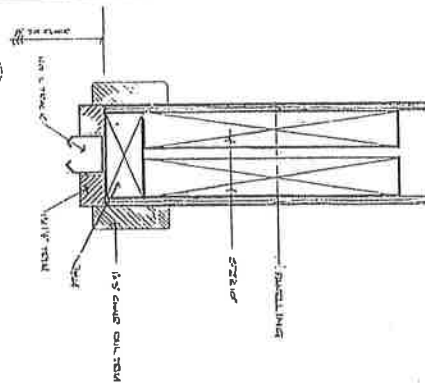
DOOR TYPES

FRAME TYPES



DOOR WINDOW DTL

DOOR HEAD



DOOR SCHEDULE

NO.	TYPE	FRAME	FINISH	NOTES
1	WOOD	1	WOOD	
2	WOOD	2	WOOD	
3	WOOD	3	WOOD	
4	WOOD	4	WOOD	
5	WOOD	5	WOOD	
6	WOOD	6	WOOD	
7	WOOD	7	WOOD	
8	WOOD	8	WOOD	
9	WOOD	9	WOOD	
10	WOOD	10	WOOD	
11	WOOD	11	WOOD	

DOOR SCHEDULE

LANBANQUE ENGINEERING
RECREATION FACILITY
CLIENT: LAKE COUNTY TRAILER PARK
TAMPA, FLORIDA

EXHIBIT "D"

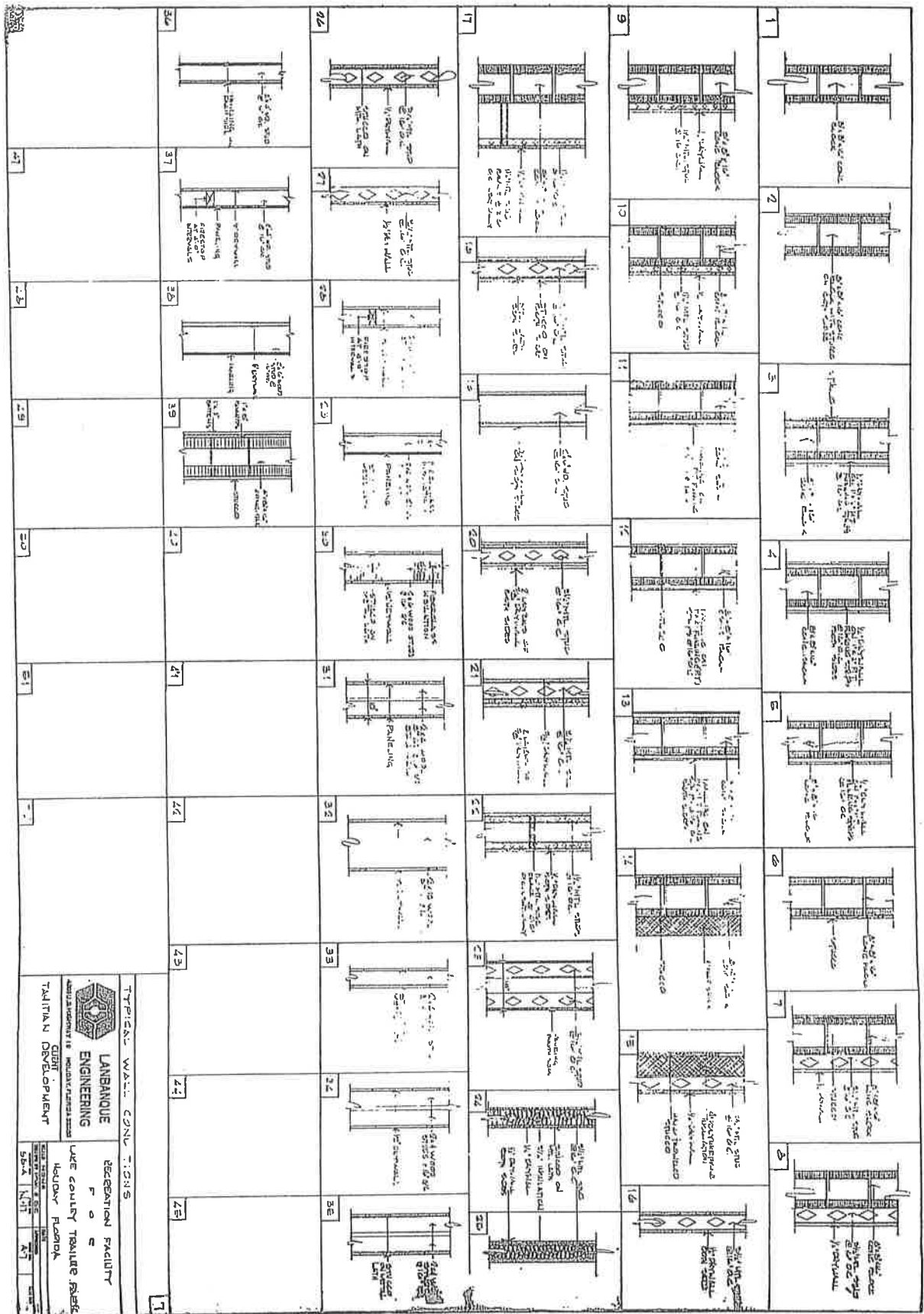


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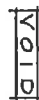
VOID



PLAN OF COVERED AREA NO.1



SECTION:



VOID



~~4A~~ SECTION
SCALE: 3/4" = 1'

RECREATION FACILITY
F O R
LAKS CONLEY TRAILER PARK
HOLIBAY, FLORIDA

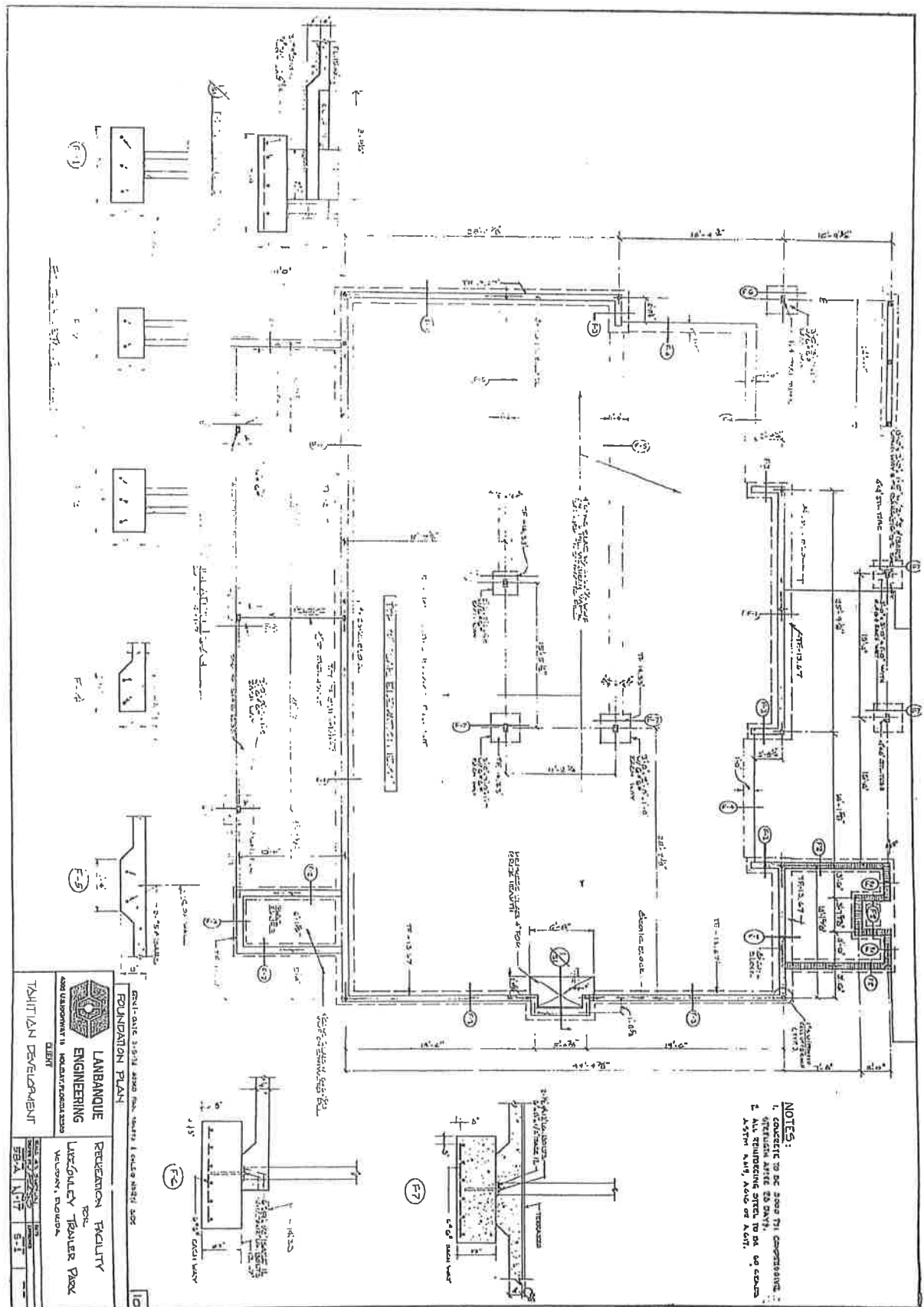


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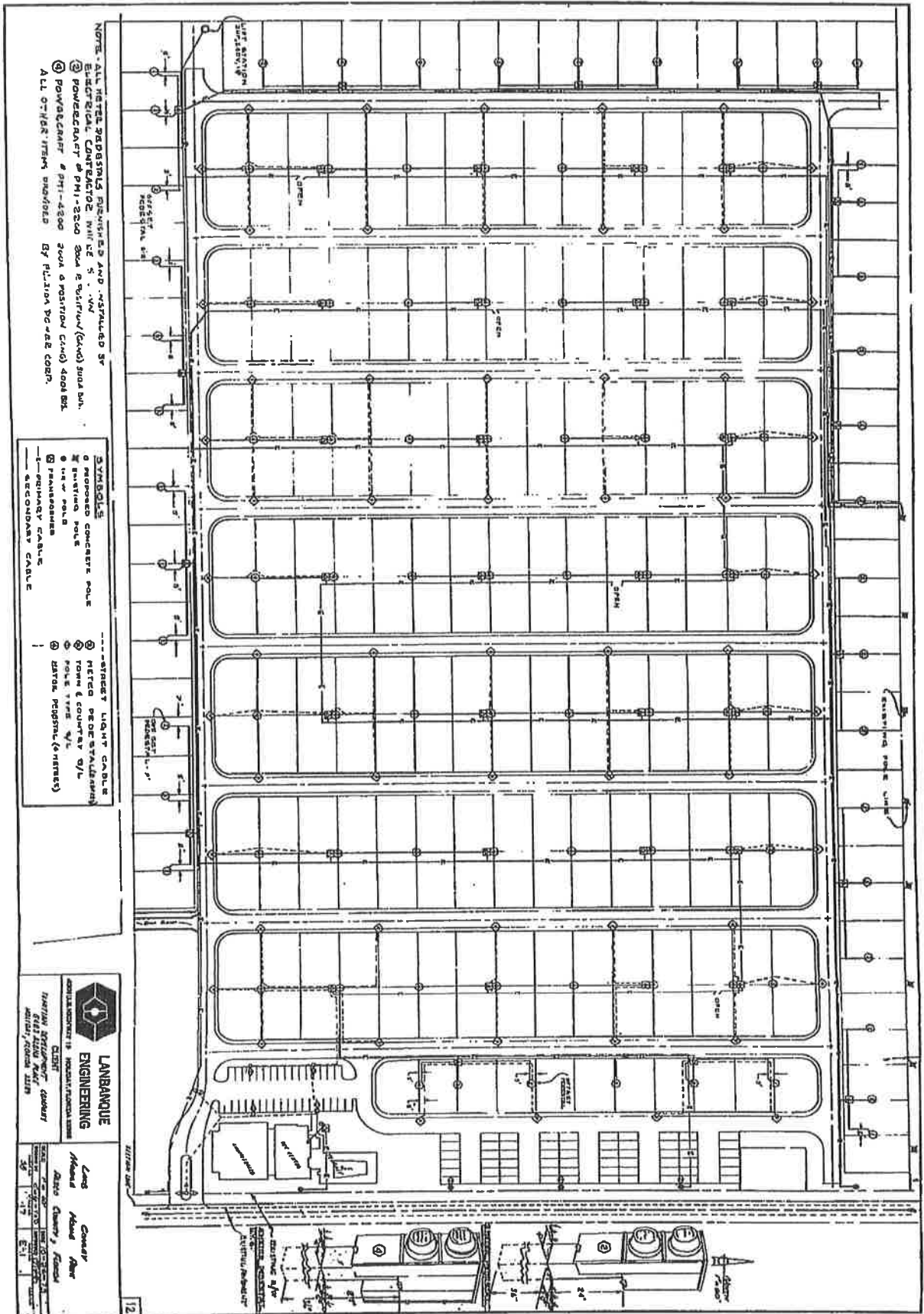
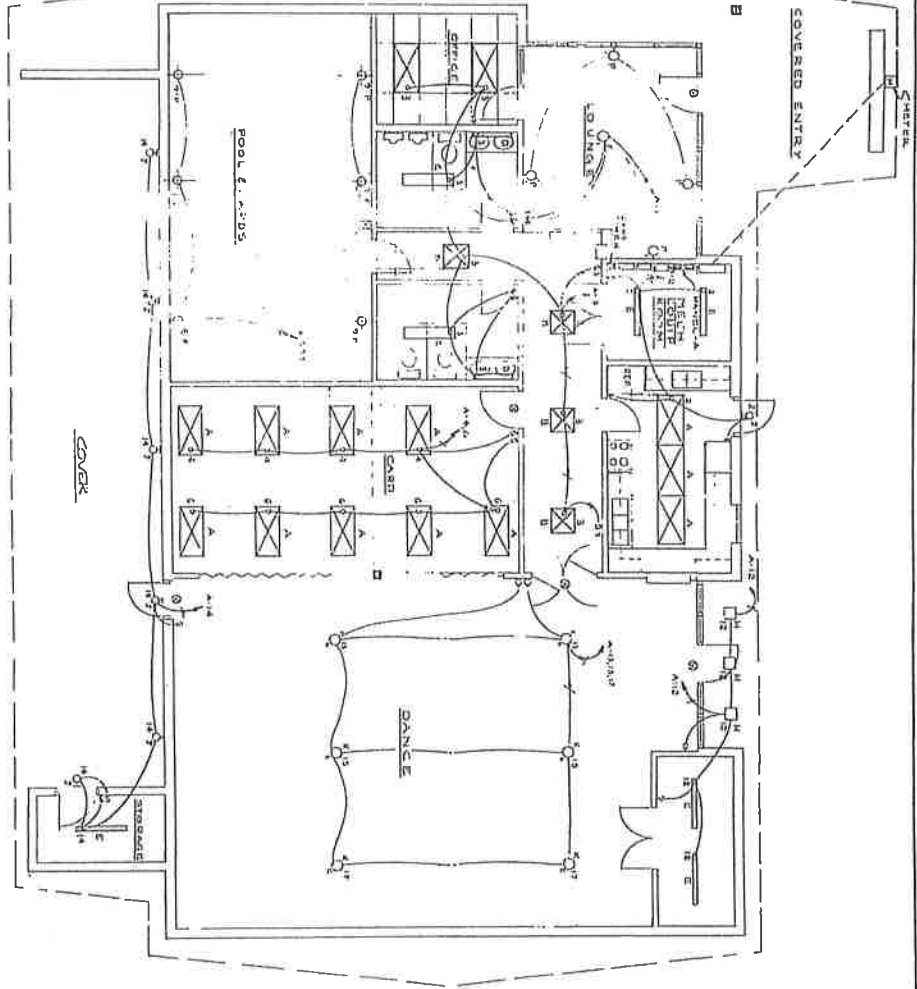


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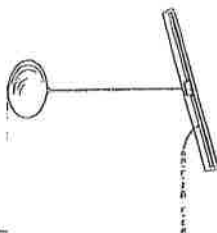


FLOOR PLAN LIGHTING

LIGHTING FIXTURE SCHEDULE				
SYM.	MAKE	MODEL NO.	TYPE	REMARKS
A	LITHONIA	2540	FLUOR 2-40W	CEILING RECESSED
B	LITHONIA	2540	FLUOR 2-40W	"
C	LITHONIA	2540	FLUOR 2-40W	"
D	LITHONIA	2540	FLUOR 2-40W	"
E	LITHONIA	2540	FLUOR 2-40W	"
F	LITHONIA	2540	FLUOR 2-40W	"
G	LITHONIA	2540	FLUOR 2-40W	"
H	LITHONIA	2540	FLUOR 2-40W	"
I	LITHONIA	2540	FLUOR 2-40W	"
J	LITHONIA	2540	FLUOR 2-40W	"
K	LITHONIA	2540	FLUOR 2-40W	"
L	LITHONIA	2540	FLUOR 2-40W	"
M	LITHONIA	2540	FLUOR 2-40W	"
N	LITHONIA	2540	FLUOR 2-40W	"
O	LITHONIA	2540	FLUOR 2-40W	"
P	LITHONIA	2540	FLUOR 2-40W	"
Q	LITHONIA	2540	FLUOR 2-40W	"

NOTES

1. 1' 6" x 1' 6" ALUMINUM OR STAINLESS STEEL UP OVER 10' 0" HIGH. PROVIDE 1/2" DIA. HOLE IN CENTER OF GRID.



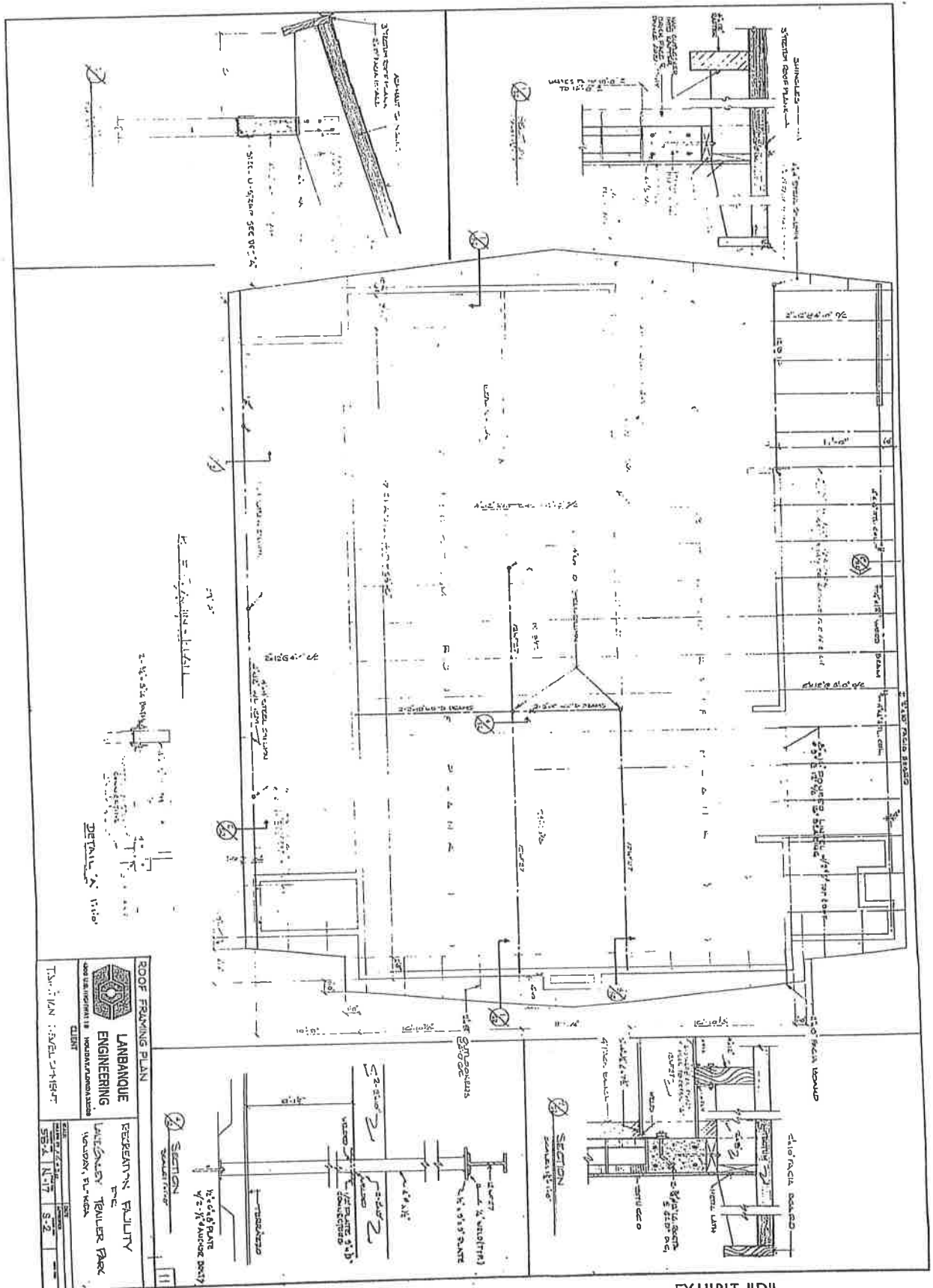
DETAIL FIXTURE "A"

LANBANQUE ENGINEERING

RECREATION FACILITY FOR LAKE CONLEY TRAILER PARK, HOLLYWOOD, FLORIDA

DESIGNED BY: [Name] DRAWN BY: [Name] CHECKED BY: [Name] DATE: 11-11-73

501 W. 17th St. E-3



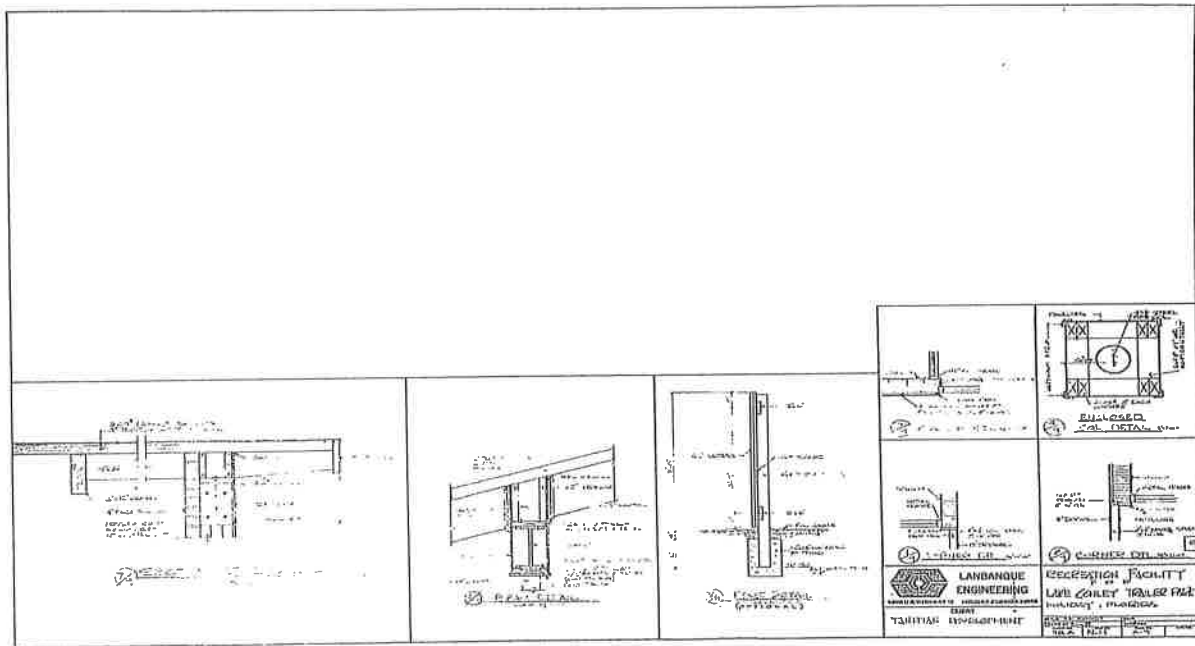
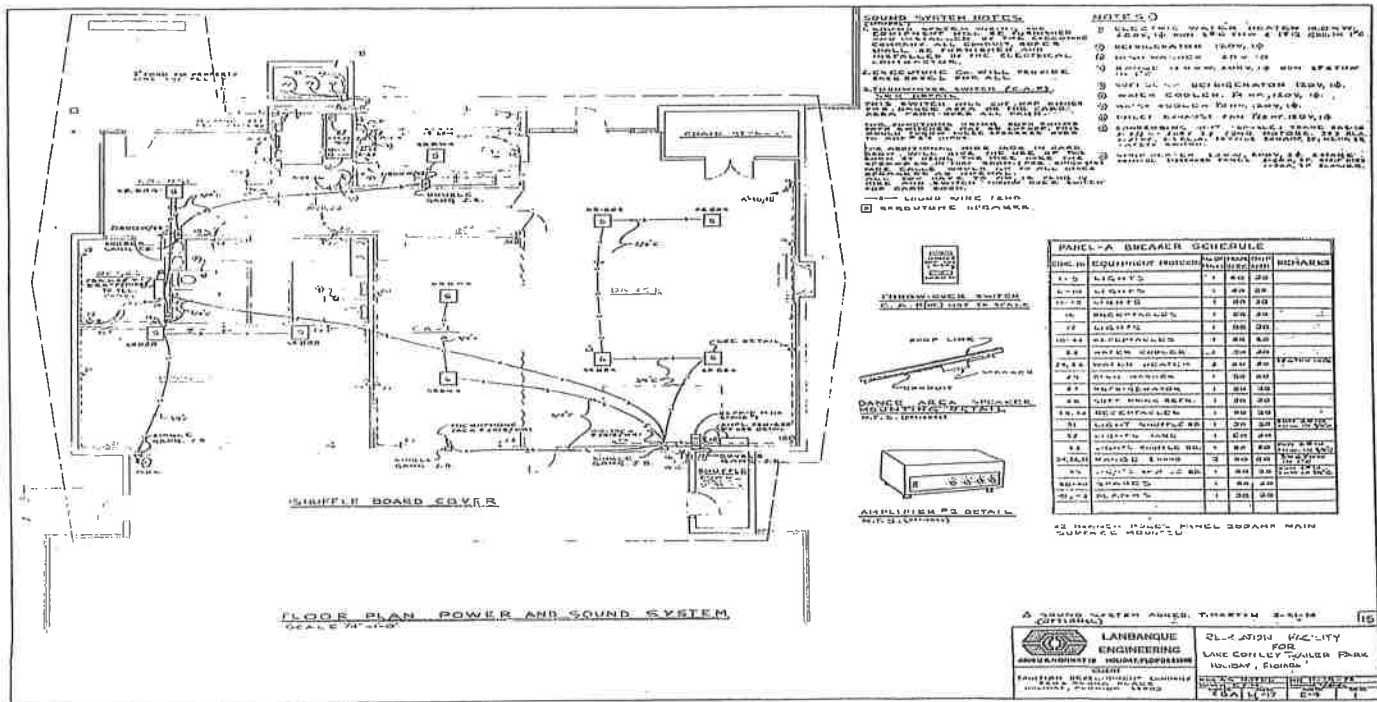
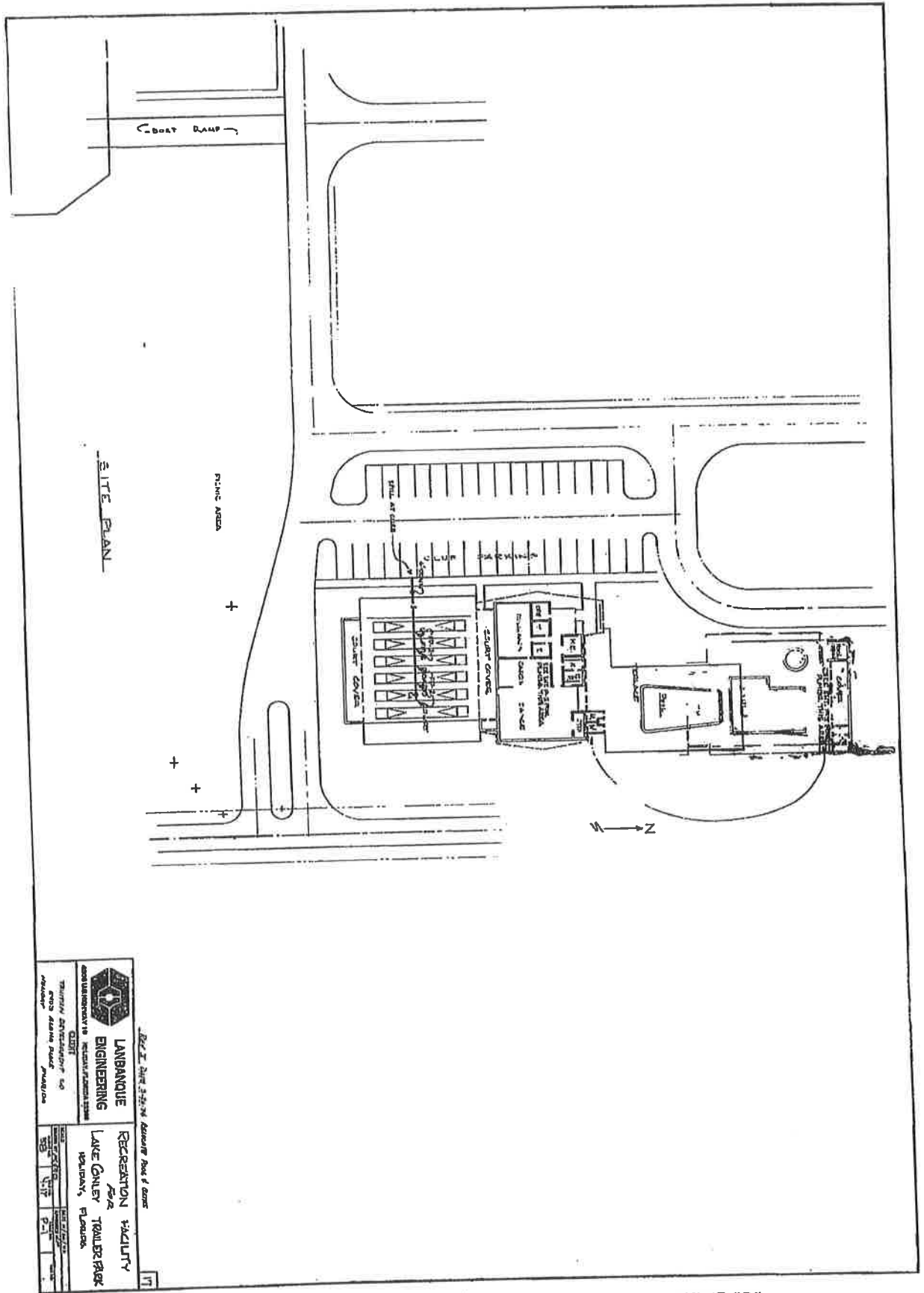


EXHIBIT "D"



[illegible]

15



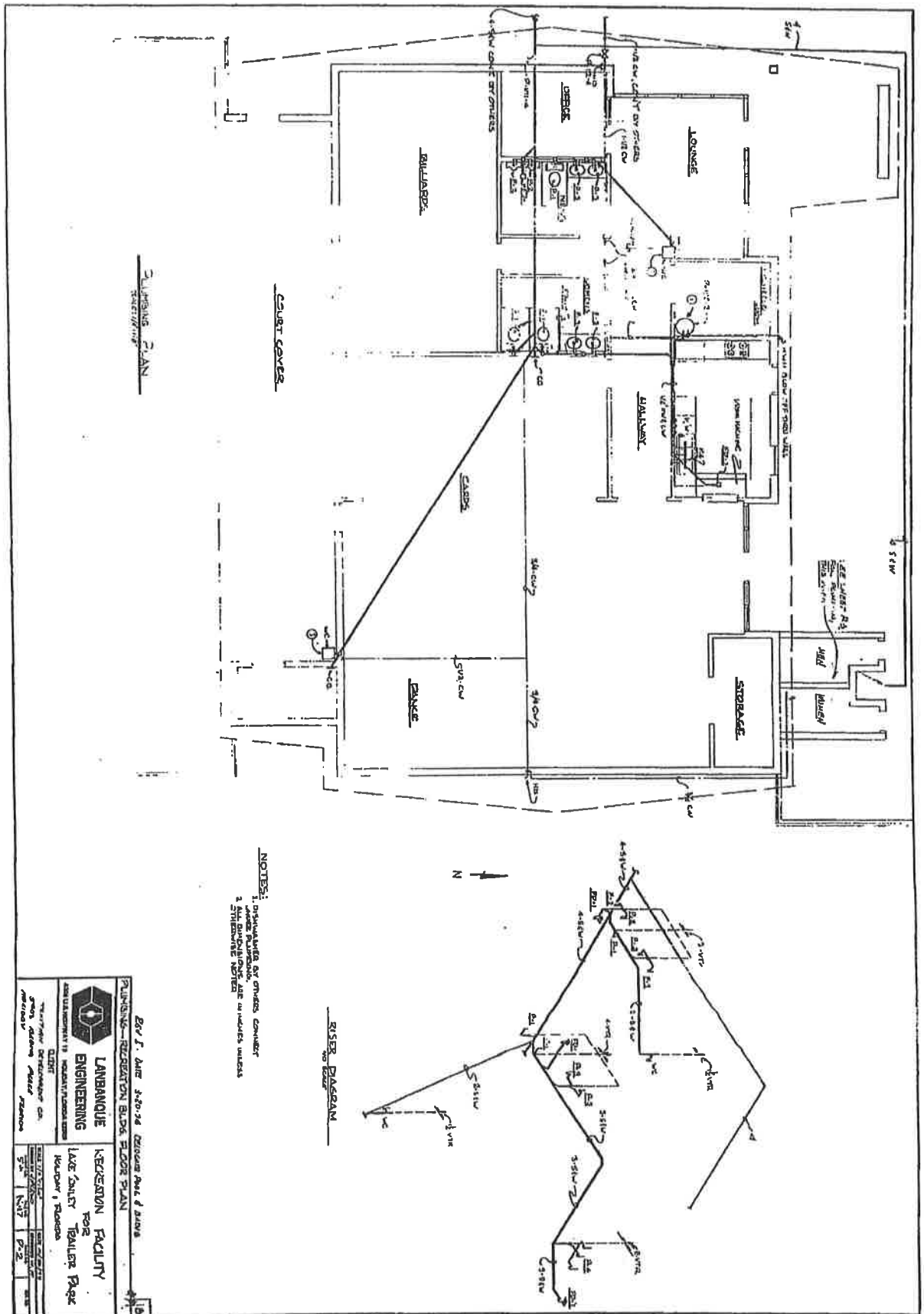
LABANQUE ENGINEERING
CONSULTANTS & ENGINEERS
10000 N. 10th Ave., Suite 100
Tampa, FL 33613
Tel: 813-288-1111
Fax: 813-288-1112

RECREATION FACILITY
LAKE COUNTY TROLLEY PARK
LAKE COUNTY, FLORIDA

PROJECT INFORMATION

PROJECT NO.	10000
DATE	10/1/00
BY	JLP
CHECKED BY	JLP
DATE	10/1/00

EXHIBIT "D"

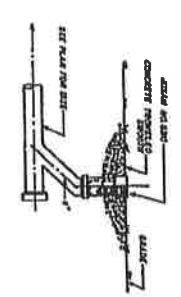


LANHAM RECREATION BUILDING ENGINEERING		RECREATION FACILITY FOR Lake County, Tennessee	
DESIGNER: LANHAM RECREATION BUILDING		CLIENT: LANHAM RECREATION BUILDING	
DATE: 12/1/78		SCALE: 1" = 1'-0"	
PROJECT: RECREATION BUILDING		NO.: 101	

LEGEND
FOR SYMBOLS AND NOTATION
OF CONTRACT DOCUMENTS
GENERAL

DETAIL SYMBOLS

1. 1/2" W/2"	2. 1/2" W/2"	3. 1/2" W/2"	4. 1/2" W/2"
5. 1/2" W/2"	6. 1/2" W/2"	7. 1/2" W/2"	8. 1/2" W/2"
9. 1/2" W/2"	10. 1/2" W/2"	11. 1/2" W/2"	12. 1/2" W/2"
13. 1/2" W/2"	14. 1/2" W/2"	15. 1/2" W/2"	16. 1/2" W/2"
17. 1/2" W/2"	18. 1/2" W/2"	19. 1/2" W/2"	20. 1/2" W/2"
21. 1/2" W/2"	22. 1/2" W/2"	23. 1/2" W/2"	24. 1/2" W/2"
25. 1/2" W/2"	26. 1/2" W/2"	27. 1/2" W/2"	28. 1/2" W/2"
29. 1/2" W/2"	30. 1/2" W/2"	31. 1/2" W/2"	32. 1/2" W/2"
33. 1/2" W/2"	34. 1/2" W/2"	35. 1/2" W/2"	36. 1/2" W/2"
37. 1/2" W/2"	38. 1/2" W/2"	39. 1/2" W/2"	40. 1/2" W/2"
41. 1/2" W/2"	42. 1/2" W/2"	43. 1/2" W/2"	44. 1/2" W/2"
45. 1/2" W/2"	46. 1/2" W/2"	47. 1/2" W/2"	48. 1/2" W/2"
49. 1/2" W/2"	50. 1/2" W/2"	51. 1/2" W/2"	52. 1/2" W/2"
53. 1/2" W/2"	54. 1/2" W/2"	55. 1/2" W/2"	56. 1/2" W/2"
57. 1/2" W/2"	58. 1/2" W/2"	59. 1/2" W/2"	60. 1/2" W/2"
61. 1/2" W/2"	62. 1/2" W/2"	63. 1/2" W/2"	64. 1/2" W/2"
65. 1/2" W/2"	66. 1/2" W/2"	67. 1/2" W/2"	68. 1/2" W/2"
69. 1/2" W/2"	70. 1/2" W/2"	71. 1/2" W/2"	72. 1/2" W/2"
73. 1/2" W/2"	74. 1/2" W/2"	75. 1/2" W/2"	76. 1/2" W/2"
77. 1/2" W/2"	78. 1/2" W/2"	79. 1/2" W/2"	80. 1/2" W/2"
81. 1/2" W/2"	82. 1/2" W/2"	83. 1/2" W/2"	84. 1/2" W/2"
85. 1/2" W/2"	86. 1/2" W/2"	87. 1/2" W/2"	88. 1/2" W/2"
89. 1/2" W/2"	90. 1/2" W/2"	91. 1/2" W/2"	92. 1/2" W/2"
93. 1/2" W/2"	94. 1/2" W/2"	95. 1/2" W/2"	96. 1/2" W/2"
97. 1/2" W/2"	98. 1/2" W/2"	99. 1/2" W/2"	100. 1/2" W/2"



WALL CLEANOUT DETAIL

SEE PAGE 100 FOR SEE

FLOOR DRAIN SCHEDULE

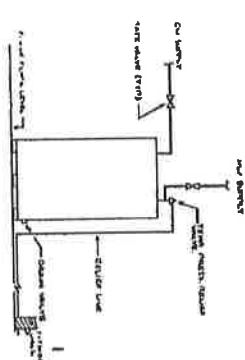
NO.	DESCRIPTION	QTY	UNIT
1	1/2" W/2"	1	EA
2	1/2" W/2"	1	EA
3	1/2" W/2"	1	EA
4	1/2" W/2"	1	EA
5	1/2" W/2"	1	EA
6	1/2" W/2"	1	EA
7	1/2" W/2"	1	EA
8	1/2" W/2"	1	EA
9	1/2" W/2"	1	EA
10	1/2" W/2"	1	EA
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39	1/2" W/2"	1	EA
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68	1/2" W/2"	1	EA
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77	1/2" W/2"	1	EA
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81	1/2" W/2"	1	EA
82	1/2" W/2"	1	EA
83	1/2" W/2"	1	EA
84	1/2" W/2"	1	EA
85	1/2" W/2"	1	EA
86	1/2" W/2"	1	EA
87	1/2" W/2"	1	EA
88	1/2" W/2"	1	EA
89	1/2" W/2"	1	EA
90	1/2" W/2"	1	EA
91	1/2" W/2"	1	EA
92	1/2" W/2"	1	EA
93	1/2" W/2"	1	EA
94	1/2" W/2"	1	EA
95	1/2" W/2"	1	EA
96	1/2" W/2"	1	EA
97	1/2" W/2"	1	EA
98	1/2" W/2"	1	EA
99	1/2" W/2"	1	EA
100	1/2" W/2"	1	EA

NOTE: PO-1'S SHALL HAVE A TRAP PRIMER (FLEETS NOTED)

NOTE: ALL CLEANOUTS SHALL BE 1/2" W/2" DIA.

PUMPING EQUIPMENT

NOTE: PO-1'S SHALL HAVE A TRAP PRIMER (FLEETS NOTED)



PUMPING EQUIPMENT

NOTE: PO-1'S SHALL HAVE A TRAP PRIMER (FLEETS NOTED)



DETAIL SYMBOLS

PLUMBING SCHEDULE

NO.	DESCRIPTION	QTY	UNIT
1	1/2" W/2"	1	EA
2	1/2" W/2"	1	EA
3	1/2" W/2"	1	EA
4	1/2" W/2"	1	EA
5	1/2" W/2"	1	EA
6	1/2" W/2"	1	EA
7	1/2" W/2"	1	EA
8	1/2" W/2"	1	EA
9	1/2" W/2"	1	EA
10	1/2" W/2"	1	EA
11	1/2" W/2"	1	EA
12	1/2" W/2"	1	EA
13	1/2" W/2"	1	EA
14	1/2" W/2"	1	EA
15	1/2" W/2"	1	EA
16	1/2" W/2"	1	EA
17	1/2" W/2"	1	EA
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27	1/2" W/2"	1	EA
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32	1/2" W/2"	1	EA
33	1/2" W/2"	1	EA
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35	1/2" W/2"	1	EA
36	1/2" W/2"	1	EA
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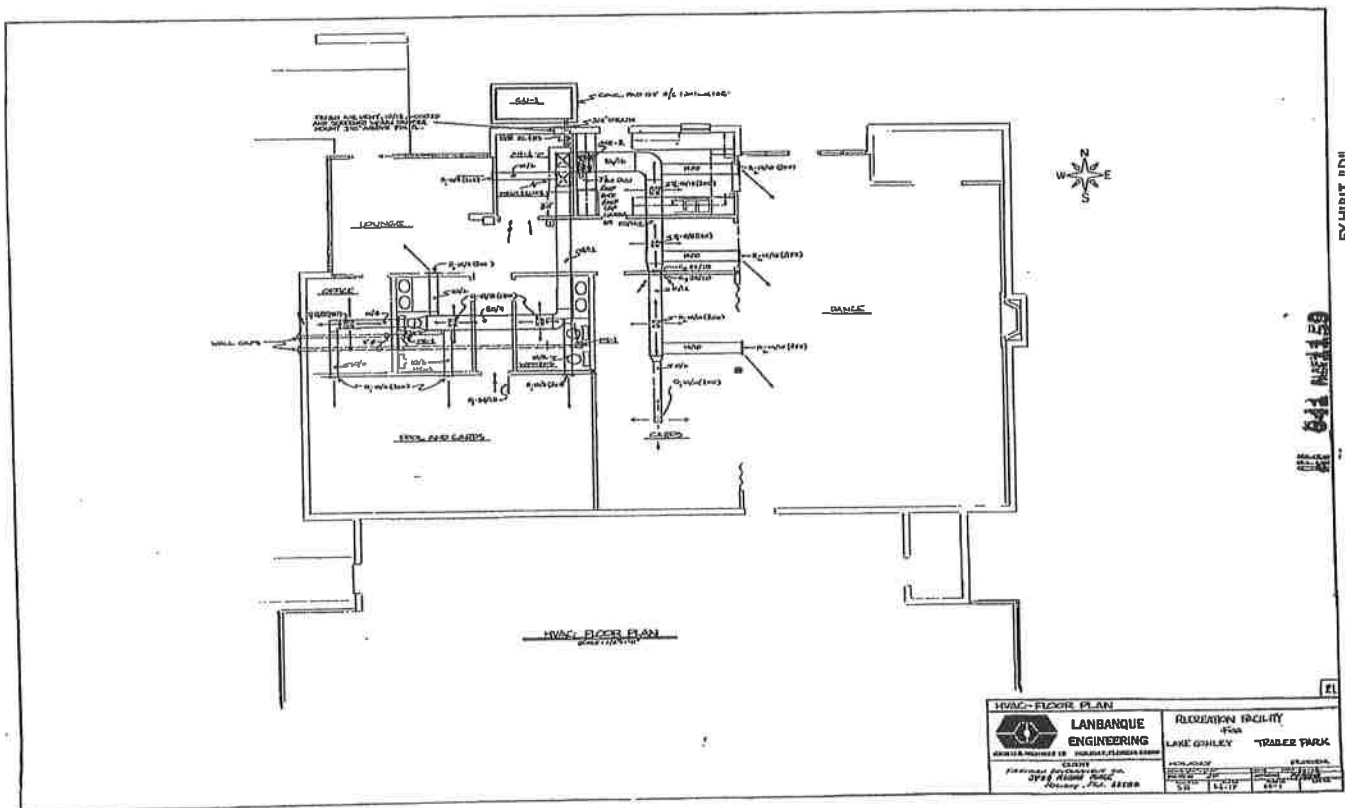


EXHIBIT "D"

644 N. 10th St.
Fort Lauderdale, FL 33304

EXHIBIT "D"

STAYING POWER

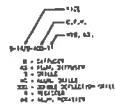
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assessments

[illegible]

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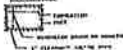
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TAXED, APPLIED/DIFFUSED, SCHEDULE

MASTER GRILLED OPTUSION SCHEDULE					
Model	TLS	1800-1900			
AAT-75	1	0A-10	15-17	1800-1900	
AAT-75	1	0A-10			
C=2F	2	0A-10			
T=2F	2	1A-10P			
AAR200P	1	1A-10B			
A TGL	2	0A-10B			

DOI: 10.1002/for



Upgrades

For further information, call
or write to us at 740
N. 1st St., Suite 100,
St. Paul, MN 55101.

MECHANICAL EXHALISTER SCHEDULE

MODELS	EPAs	HP	RTTS	WSP	REMARKS
1996	1000				REMOVED FROM SERVICE (2)
1997	1900				REMOVED

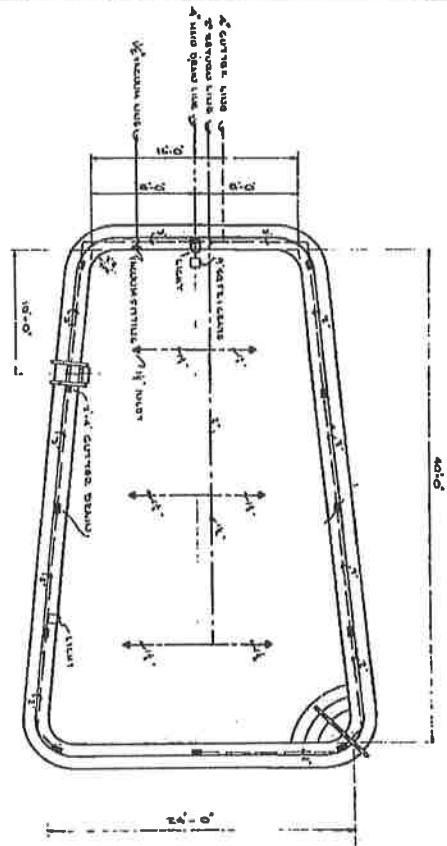
AIR HANDLING UNIT SCHEDULE

NAME	AGE	SEX	DATE OF BIRTH	DATE OF DEATH	PLACE OF BIRTH	PLACE OF DEATH	CAUSE OF DEATH	DATE OF BURIAL	PLACE OF BURIAL	DATE OF CREMATION	PLACE OF CREMATION
JOHN DOE	45	M	1930-01-15	1975-03-10	NEW YORK, NY	NEW YORK, NY	HEART DISEASE	1975-03-15	NEW YORK, NY	1975-03-20	NEW YORK, NY
JANE DOE	42	F	1930-02-20	1975-03-10	NEW YORK, NY	NEW YORK, NY	HEART DISEASE	1975-03-15	NEW YORK, NY	1975-03-20	NEW YORK, NY
JOHN DOE	45	M	1930-01-15	1975-03-10	NEW YORK, NY	NEW YORK, NY	HEART DISEASE	1975-03-15	NEW YORK, NY	1975-03-20	NEW YORK, NY
JANE DOE	42	F	1930-02-20	1975-03-10	NEW YORK, NY	NEW YORK, NY	HEART DISEASE	1975-03-15	NEW YORK, NY	1975-03-20	NEW YORK, NY

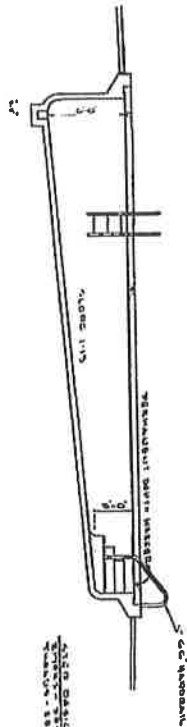


TRADE MARK

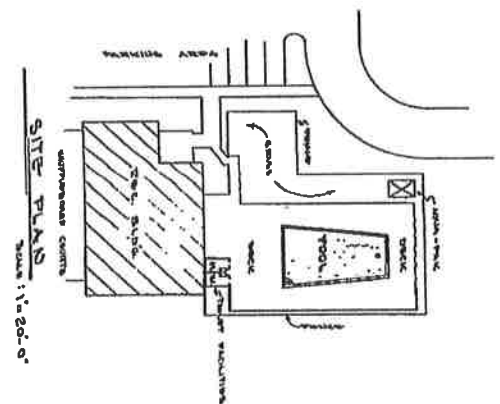
22



POOL PLAN
SCALE 1/4"=1'-0"



POOL SECTION
42.46 3/4" dia

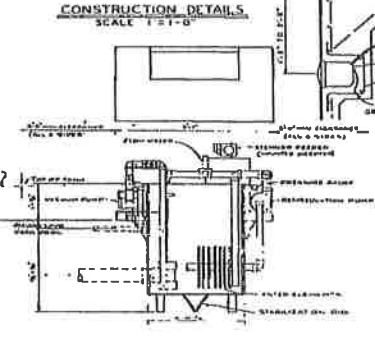
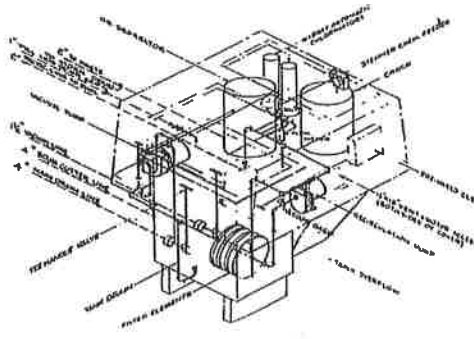
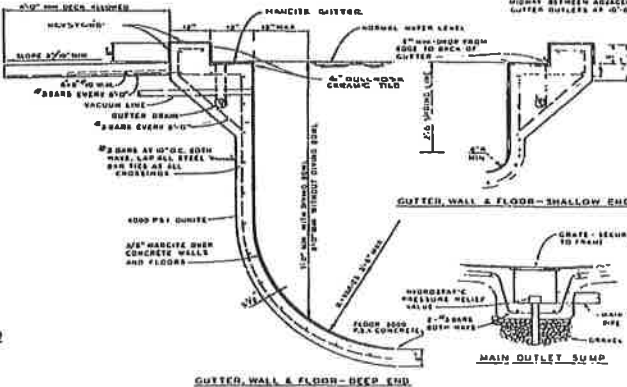
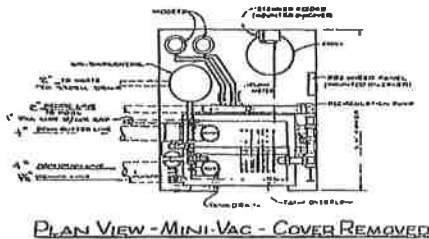


SLE PLAN
TIME: 1:20-0"



EXHIBIT "D"

"AS-BUILT"
 LAMARQUE ENGINEERING
 10000 14th Avenue, Suite 200
 Denver, Colorado 80232
 (303) 751-7100
 FAX (303) 751-7101



POOL EQUIPMENT		
NO.	QUANTITY	DESCRIPTION
1	1	1/2" DIA. 10' LONG VACUUM LINE
2	1	1/2" DIA. 10' LONG VACUUM LINE
3	1	1/2" DIA. 10' LONG VACUUM LINE
4	1	1/2" DIA. 10' LONG VACUUM LINE
5	1	1/2" DIA. 10' LONG VACUUM LINE
6	1	1/2" DIA. 10' LONG VACUUM LINE
7	1	1/2" DIA. 10' LONG VACUUM LINE
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9	1	1/2" DIA. 10' LONG VACUUM LINE
10	1	1/2" DIA. 10' LONG VACUUM LINE
11	1	1/2" DIA. 10' LONG VACUUM LINE
12	1	1/2" DIA. 10' LONG VACUUM LINE
13	1	1/2" DIA. 10' LONG VACUUM LINE
14	1	1/2" DIA. 10' LONG VACUUM LINE
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18	1	1/2" DIA. 10' LONG VACUUM LINE
19	1	1/2" DIA. 10' LONG VACUUM LINE
20	1	1/2" DIA. 10' LONG VACUUM LINE
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48	1	1/2" DIA. 10' LONG VACUUM LINE
49	1	1/2" DIA. 10' LONG VACUUM LINE
50	1	1/2" DIA. 10' LONG VACUUM LINE

LANBANQUE ENGINEERING

1000 N. 10th St., Suite 100
Phoenix, Arizona 85004

TEL: 480-944-1111
FAX: 480-944-1112

LANE CONLEY

1000 N. 10th St., Suite 100
Phoenix, Arizona 85004

TEL: 480-944-1111
FAX: 480-944-1112

LAKE CONLEY MOBILE HOME PARK CONDOMINIUM
PERCENTAGE OWNERSHIP SCHEDULE OF
COMMON ELEMENTS AND INITIAL MONTHLY MAINTENANCE

<u>LOT NUMBERS</u>	<u>PERCENTAGE OF COMMON ELEMENTS</u>	<u>INITIAL MONTHLY MAINTENANCE</u>
93, 96	.3304	\$ 11.38
87 thru 92, 97 thru 102, 205 thru 213, 216 thru 224	.3305	11.38
81 thru 86, 103 thru 108, 111 thru 123, 126 thru 138, 145 thru 153, 156 thru 164, 171 thru 183, 186 thru 198, 201 thru 204, 225 thru 228, 231 thru 243, 246 thru 258, 261 thru 273, 276 thru 288	.3306	11.39
78, 141 thru 144, 165 thru 168	.3307	11.39
75, 76, 77	.3308	11.39
73, 74	.3309	11.40
70, 71, 72	.3310	11.40
68	.3475	11.97
67	.3480	11.90
66, 79	.3486	12.01
65	.3491	12.02
69	.3495	12.04
64	.3496	12.04
63	.3502	12.06
62	.3507	12.08
61	.3513	12.10
60	.3518	12.12
59	.3524	12.14
58	.3529	12.15
57	.3534	12.17
56	.3540	12.19
55	.3545	12.21
54	.3551	12.23
94	.3555	12.24
53	.3556	12.25

EXHIBIT "E"

<u>LOT NUMBERS</u>	<u>PERCENTAGE OF COMMON ELEMENTS</u>	<u>INITIAL MONTHLY MAINTENANCE</u>
229	.3558	12.25
95, 109, 139, 199	.3559	12.26
124, 259, 289	.3560	12.26
169	.3561	12.26
52, 154	.3562	12.27
110, 170, 200	.3563	12.27
80, 125, 230	.3564	12.28
184, 260	.3565	12.28
140, 155	.3566	12.28
51, 214	.3567	12.28
185	.3569	12.29
215, 244	.3572	12.30
50	.3573	12.30
274	.3575	12.31
245	.3577	12.32
49	.3578	12.32
275	.3579	12.33
48	.3584	12.34
47	.3589	12.36
1, 2	.3739	12.88
3, 4, 5	.3740	12.88
6, 7	.3741	12.88
8, 9, 10	.3742	12.89
11, 12, 13	.3743	12.89
14, 15	.3744	12.89
16, 17, 18	.3745	12.90
19, 20, 21	.3746	12.90
22, 23	.3747	12.90
24, 25, 26	.3748	12.91
27	.3749	12.91
28	.3796	13.07
29	.4268	14.70
30	.4274	14.72

EXHIBIT "E"

- 2 -

<u>LOT NUMBERS</u>	<u>PERCENTAGE OF COMMON ELEMENTS</u>	<u>INITIAL MONTHLY MAINTENANCE</u>
31	.4280	14.74
32	.4286	14.76
33	.4291	14.78
34	.4297	14.80
35	.4303	14.82
36	.4309	14.84
37	.4315	14.86
38	.4320	14.88
39	.4326	14.90
40	.4332	14.92
41	.4338	14.94
42	.4344	14.96
43	.4350	14.98
44	.4355	15.00
45	.4830	16.63
46	.5371	18.50

EXHIBIT "B"

EXHIBIT "F-1" TO THE DECLARATION OF CONDOMINIUM FOR
LAKE CONLEY MOBILE HOME PARK CONDOMINIUMCERTIFICATE OF SURVEYOR made this 12th day of April, 1976.I, LAWRENCE PENNY, Registered Surveyor, 5700 - 54th Avenue North,
St. Petersburg, Florida 33709, certify as follows:


1. I am a Registered Surveyor authorized to practice in the State of Florida.
2. This certification is made as to Lake Conley Mobile Home Park Condominium, a condominium located at 4650 Kahala Drive, Holiday, Florida, and in compliance with Florida Statutes 711.08 (1) E.
3. Assuming that Exhibits "A", "B", "C", "D" and "E" are correct, the construction of the improvements described in the following exhibits to the Declaration of Condominium:

EXHIBIT NUMBERTITLE

- | | |
|----|--------------------------------------------------------|
| A. | Survey |
| B. | Utility Plans |
| C. | Site Improvement Plans |
| D. | Building Plans |
| E. | Schedule of Percentage
Breakdown of Common Elements |

is sufficiently complete so that such material, together with the wording of the Declaration is correct representation of the improvements described, and that there can be determined therefrom the identification, the dimension of the common element of each unit.

WITNESSES:


Lawrence Penny
Registered Surveyor #1472
State of Florida

SWORN TO AND SUBSCRIBED before the undersigned, a Notary Public for the State of Florida this 12th day of April, 1976.


Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 9, 1980
Bonded by American Fire & Casualty Co.

EXHIBIT "F" TO THE DECLARATION OF CONDOMINIUM FOR
LAKE CONLEY MOBILE HOME PARK CONDOMINIUM

CERTIFICATE OF ENGINEER made this 12th day of April, 1976.

I, RALPH M. HANSEN, JR., President of Langanque Design
Associates, Inc., 5700 - 54th Avenue North, St. Petersburg, Florida
33709, certify as follows:

1. I am an Engineer authorized to practice in
the State of Florida.
2. This certification is made as to Lake Conley
Mobile Home Park Condominium, a condominium,
located at 4650 Kahala Drive, Holiday, Florida,
and in compliance with Florida Statutes 711.08(1)E.
3. Assuming that Exhibits "A", "B", "C", "D"
and "E" are correct, the construction of the
improvements described in the following exhibits
to the Declaration of Condominium:

<u>EXHIBIT NUMBER</u>	<u>TITLE</u>
A.	Survey
B.	Utility Plans
C.	Site Improvement Plans
D.	Building Plans
E.	Schedule of Percentage Breakdown of Common Elements

is sufficiently complete so that such material, together
with the wording of the Declaration is a correct representa-
tion of the improvements described, and that there can be
determined therefrom the identification, the dimension of
the common element of each unit.

WITNESSES:

Oscar F. Baggas
Peter E. Abbot

Ralph M. Hansen, Jr.
RALPH M. HANSEN, JR.
Registered Professional Engineer
Certificate of Registration No. 9280
State of Florida

SWORN TO AND SUBSCRIBED before the undersigned, a Notary Public for
the State of Florida this 12th day of April, 1976.

David L. Haseelhuber
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 9, 1980
Bonded by American F. & C. Co.

STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION
OF

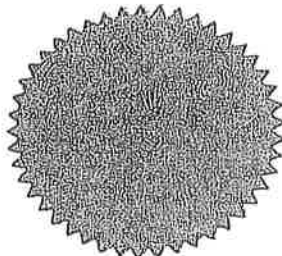
LAKE CONLEY MOBILE HOME PARK CONDOUMINIUM ASSOCIATION, INC.

filed in this office on the 27th day of April,
19 76 . EFFECTIVE DATE 4/21/76

Charter Number: 735675

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
28th day of April,
19 76

SECRETARY OF STATE



ARTICLES OF INCORPORATION

OF

LAKE CONLEY MOBILE HOME PARK CONDOMINIUM ASSOCIATION, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit as allowed by Section 711 and Section 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

FILED
APR 27 3 02 PM '76
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. NAME

The name of the corporation shall be LAKE CONLEY MOBILE HOME PARK CONDOMINIUM ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association", with its principal place of business located at 4650 Kahala Drive, Holiday, Florida 33589. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 711, Florida Statutes 1975, or as thereafter amended, hereinafter called the "Condominium Act", for the operation of LAKE CONLEY MOBILE HOME PARK CONDOMINIUM, to be created pursuant to the provisions of the Condominium Act. Said Condominium is located upon the following described land:

Being Tracts 42, 43, 44 and 48 of TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION of Section 25, Township 26 South, Range 15 East, as shown on the plat recorded in Plat Book 1, Pages 68, 69 and 70 of the Public Records of Pasco County, Florida; LESS and except the West 185.00 feet of said Tract 48, LESS the following:

Beginning at the Southeast corner of said section; thence run N. 0°09'01" W. along the East line of said section 767.67 feet for a P.O.B.; thence N. 89°25'33" W. 75.00 feet; thence N. 0°09'01" W. 85.00 feet; thence S. 89°25'33" E. 75.00 feet; thence S. 0°09'01" E. 85.00 feet to the P.O.B.

3. POWERS

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.

EXHIBIT "G"

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles of Incorporation and the Declaration of Condominium, and all of the powers and duties reasonably necessary 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.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium.

3.6 Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c) (7) of the Internal Revenue Code and its regulations as the same now exist or as they may be hereinafter amended from time to time.

3.7 The corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the corporation or to any other private individual. The corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.8 The corporation shall have no capital stock.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units in the Condominium which have adopted these Articles, hereinafter referred to as "Units", and after termination of the 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 the County within which the Condominium is situate, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of a 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 member shall be entitled to vote, there shall be one 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.

4.5 The Developer shall be a member of the Association and shall be allowed one vote for each Unit owned by the Developer.

5. COMMENCEMENT OF EXISTENCE AND JURATION OF EXISTENCE

Pursuant to F. S. 607.167, corporate existence shall commence on the day of subscription and acknowledgement, and these articles shall be promptly filed. The existence of the corporation shall be perpetual.

6. SUBSCRIBERS

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

Norman Conf, 5403 Aloha Place, Suite 1A, Holiday, Florida 33589
Virgil Dwinell, 227 West Tiki Drive, Holiday, Florida 33589
W. H. Mitchell, Jr., 555 State Road 54, Seven Springs, Florida 33552

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice-President and a Secretary/Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or 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

EXHIBIT "G"

who shall serve until their successors are designated by the Board of Directors are as follows:

Norman Couf, 5403 Aloha Place, Suite 3A, Holiday, Florida 33589 - President
Virgil Dwinell, 227 West Tiki Drive, Holiday, Florida 33589 - V. President
W. H. Mitchell, Jr., 555 State Road 54, Seven Springs, Florida 33552 Secty.-Treas

8. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association, excepting that the first Board of Directors shall consist of three (3) Directors who need not be members of the Association, and thereafter the membership of the Board shall consist of not less than five (5) Directors; provided, however, that the Board shall consist of an odd number of members.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

8.3 The first election of Directors shall not be held until LAKE CONLEY MOBILE HOME PARK, INC., hereinafter called the "Developer", has closed the sale of all of the Units of the Condominium or until the Developer elects to terminate its control of the Condominium, whichever occurs first. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors. The successor Directors need not be members of the Association.

8.4 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:

Norman Couf, 5403 Aloha Place, Suite 3A, Holiday, Florida 33589
Virgil Dwinell, 227 West Tiki Drive, Holiday, Florida 33589
W. H. Mitchell, Jr., 555 State Road 54, Seven Springs, Florida 33552

9. INDEMNIFICATION

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

proceedings 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, malfeasance, or nonfeasance, 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.

10. BY-LAWS

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.

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

11.1 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.

11.2 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. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than ten (10%) percent 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 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 provided herein, such approval must be either by:

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

membership of the Association.

11.3 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 Paragraph 3.3, without approval in writing by all members and the joinder of all record Owners of mortgages on the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of the Developer so long as it shall own any Units in the Condominium.

11.4 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 Pasco County, Florida.

12. RESIDENT AGENT

The corporation hereby appoints DAVID E. OLSON, located at 5403 Aloha Place, Holiday, Florida 33589, as its agent to accept service of process within this State.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this 21 day of April, 1976.

Signed, Sealed and Delivered
in the Presence of:

David E. Olson

W. H. Mitchell Jr. (SEAL)

Jill Tittel

David E. Olson

Norman Cough (SEAL)

Jill Tittel

David E. Olson

Virgil J. Howell (SEAL)

Jill Tittel

EXHIBIT "G"

STATE OF FLORIDA)
COUNTY OF PASCO)

BEFORE ME, the undersigned authority, personally appeared NORMAN
COUF, VIRGIL DWINELL and W. H. MITCHELL, JR., who, after being duly
sworn, acknowledged that they executed the foregoing Articles of
Incorporation for the purposes expressed in such Articles this 21
day of April, 1976.

Joel L. Litch
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 12, 1979
BONDED BY GENERAL INS. UNDERWRITERS

EXHIBIT "G"

ACCEPTANCE OF RESIDENT AGENT

Having been named to accept service of process of the above stated corporation at the place designated in this certificate, pursuant to Chapter 48.091 of the Florida Statutes, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

By: David E. Olson
David H. Olson, Resident Agent

OFF REC 841 PAGE 1176

EXHIBIT "G"

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned Florida Not-for-Profit Corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The name of the corporation is LAKE CONLEY MOBILE HOME PARK CONDOMINIUM ASSOCIATION, INC.

SECOND: The following amendment to the Articles of Incorporation was approved by the corporation:

THIRD: The above amendment was adopted on the 12th day of December, 2005, as follows:

... Except as provided herein, such approvals must be by the affirmative vote of a majority of the membership, present and voting, in person, or by proxy at a duly called meeting at which a quorum is present.

X The amendment was adopted by the members and the number of votes cast for the amendment were sufficient for approval.

There are no members or members entitled to vote on the amendment. The amendment(s) was/were adopted by the board of directors.

Dated Feb. 17, 2006.

LAKE CONLEY MOBILE HOME PARK
CONDOMINIUM ASSOCIATION, INC.

By: John Reinstate
John Reinstate, President

FILED
2006 MAR 2 AM 8:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 10, 2006

ROBERT L. TANKEL, P.A.
1022 MAIN ST., STE. D
DUNEDIN, FL 34698

Re: Document Number 735675

The Articles of Amendment to the Articles of Incorporation of LAKE CONLEY MOBILE HOME PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, were filed on March 2, 2006.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Cheryl Coulliette
Document Specialist
Division of Corporations

Letter Number: 606A00016724

Exhibit "G"

AMENDED AND RESTATED BY-LAWS
OF
LAKE CONLEY MOBILE HOME PARK CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the By-Laws of LAKE CONLEY MOBILE HOME PARK CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida. These Amended and Restated By-Laws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium originally recorded the Official Records Book 841, Page 1091, *et seq.*, of the Public Records of Pasco County, Florida and subsequently amended.

1.1 The office of the Association shall be at 2020 Kahala Drive, Holiday, Florida 34691.

2. MEMBERS' MEETINGS

2.1 The Annual Members' meeting shall be held at the office of the Association unless otherwise designated by the Board of Directors, on the second Monday of February of each year. 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. Such annual members' meetings shall be for the purpose of transacting annual business of the Association authorized to be transacted by the members. Directors shall be elected by the membership.

2.2 Special members meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a

Exhibit "H"

written request from members entitled to cast two-thirds of the votes of the entire membership.

2.3 Notice of all members' meetings stating the time and place and the objective for which the meeting is called shall be given by the President or Secretary. Such notice shall be in writing to each member at his address as it is on the books of the Association and shall be mailed, hand delivered, or electronically transmitted not less than twenty-one (21) days nor more than forty-five (45) days prior to the date of the meeting. Proof of such mailing, hand delivery or electronic transmission shall be given by the affidavit of the person giving the notice. Mailing need not be by certified mail. Notice shall also be posted in a conspicuous place on the condominium property twenty-one (21) days prior to the meeting day.

2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of votes of the entire membership. The Acts approved by a majority of the votes present at a meeting of 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 the members, the Owners of Units shall be entitled to cast one vote for each Unit owned.
- (b) If a Unit is owned by one person, his right to vote shall be established by the record title of his Unit. If any Unit is owned by more than one person, or is under lease, the person entitled to cast one vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation or limited liability corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Member in the presence of two (2) subscribing witnesses and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by subsequent certificate or until a

change in the ownership of the Unit concerned. If such certificate is not on file, the vote of such Owner 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 before the appointed time of the meeting or any adjournment of the meeting. Except for the President of the Association, no one person shall be designated to hold more than five (5) proxies, for any purpose, unless the Condominium has been registered with the Securities and Exchange Commission.

2.7 Adjourned meetings. If any meeting of the members cannot be organized because a quorum has not been met, 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 practical to 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.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New Business.
- (j) Adjournment.

2.9 Wavier and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Florida Statutes, the Articles of Incorporation, or these By-Laws, or Declaration of Condominium, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if a consent in

writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to all members. The notice shall fairly summarize the material features of the authorized action.

3. DIRECTORS

The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association. A trustee of a Trust which holds title to a Unit may serve on the Board of Directors. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board shall always consist of an odd number of members with staggered terms, and provided, further, that there shall never be less than five (5) or more than nine (9) Directors on the Board. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of the next regular election.

3.1 Election Of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meeting. Thereafter, all terms of elected directors shall be two (2) years. In the event of an increase or decrease in the number of directors by membership vote as elsewhere contemplated herein, the terms of those elected shall be adjusted accordingly to insure that a staggered board consisting of an uneven number of Directors and where a difference of one Director annually is maintained.
- (b) At least sixty (60) days before a scheduled election, the Board of Directors shall mail, deliver, or electronically transmit, by separate association mailing or included in another association mailing, delivery or electronic transmission to each unit owner entitled to vote, a first notice of the date

of the election. A Unit Owner desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association at least forty (40) days before a scheduled election. No less than 14 days and no more than 34 days prior to the election, together with the written notice and agenda, the association shall mail, deliver, or electronically transmit a second notice of election to all unit owners entitled to vote, together with a ballot that lists all the candidates. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery or electronic transmission of the ballot, with the costs of mailing, delivery or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. .

- (c) Elections shall be decided by a plurality of ballots cast. There is no quorum requirement. However, at least, twenty percent (20%) of the eligible voters must cast a ballot in order for the election to be valid. A Unit Owner may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid.
- (d) An election is not required unless more candidates file notice of an intent to run than board vacancies exist.
- (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 the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director.
- (f) Any director may be removed by concurrence of two-thirds of the votes of the entire membership of the Association, without cause, at a special meeting of the members called for that purpose. The vacancy in the Board

of Directors so created shall be filled by the members of the Association at the same meeting.

3.2 The Term of each director's service, subject to the provisions of 3.1 (a) 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.

3.3 The Organization 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 organization meeting shall be necessary.

3.4 Regular Meeting 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 electronic transmission, at least forty-eight (48) hours prior to the day named for such meeting. Notice to members of Directors meetings shall be given by posting such notice in a conspicuous place forty-eight (48) hours in advance of said meeting.

3.5 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 of the directors. Not less than forty-eight (48) hours' notice of the meeting shall be given personally or by mail, telephone or electronic transmission, which notice shall state the time, place and purpose of the meeting. Notice to members of Directors' meetings shall be given by posting such notice in a conspicuous place forty-eight (48) hours in advance of said meeting.

3.6 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.

3.7 A Quorum at directors' meetings shall consist of a majority of the entire Board of Directors. A board member's participation in a meeting via telephone, real-time video conferencing, or similar real-time electronic or video communication counts towards a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such members may be heard by the board attending in person as

well as by any unit owners present at the meeting. 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 Condominiums, the Articles of Incorporation, or these By-Laws.

3.8 Adjourned Meeting. 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.

3.9 *This section is intentionally left blank.*

3.10 The Presiding Officers of Directors' Meeting shall be the Chairperson of the Board, if such an officer has been elected; and if not the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their members to preside.

3.11 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 (organizational meeting only).
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment

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 Unit Owners where 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 other herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to-wit:

- (a) To enter into a long-term management contract, providing for the management of the condominium property and of the recreation area, provided, however, that any contract in excess of two (2) years must be approved by two-thirds vote of the Unit Owners of the Association.
- (b) To enter into contracts for the purpose of making available to the Owners and residents of the Units such services including, but not limited to, security guard, security alarm system, lawn care and the like, provided, however, that the term of period of such contracts shall not exceed two (2) years, and provided, further, that said contract may not provide for additional extension of the original term in the absence of written notice of termination by either party.
- (c) To charge, assess, collect fees, charges and assessments, including reserves for the Condominium, and to enforce the collection according to the Declaration of Condominium and the exhibits and as allowed by law. Charges and assessments shall be made against Unit Owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operation expenses and for all of the unpaid operating expense previously incurred.

5. OFFICERS

5.1 The Officers of the Association all of whom must be a Director shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate. Any officer may be removed peremptorily, without cause, by a vote of two-thirds of the directors present at any duly constituted meeting.

5.2 The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties usually vested in the office of president

Exhibit "H"

of an association, including but not limited to, the power to appoint committee members from time to time, as he or she, in his or her discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Vice President, if such office is created by the Board, in the absence or disability of the President shall exercise the powers and perform the duties of the President. The Vice President also shall 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. Shall attend to the giving and serving of all notice to the members and directors and other notices required by law. Shall have custody of the Seal of the Association and affix it to instruments requiring a seal when duly signed. Shall keep the records of the Association, and shall perform all duties incident to the office and as may be required by the directors or the President.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the books and financial records of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office.

5.6 No Compensation shall be paid to any officer of the Association. 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 upon, 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, member, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such officer of director.

Any year end that the balance in the fund exceeds Seventy-Five Thousand (\$75,000.00) Dollars, then the amount of dollars exceeding Seventy-Five Thousand (\$75,000.00) Dollars shall be used to reduce the annual assessments of the membership for the succeeding year. Any balance less than Seventy-Five Thousand (\$75,000.00) Dollars remaining in the fund at year end, shall be carried over to the succeeding years balance sheet.

- (e) Operations. Losses from operations shall be met by special assessments against 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 fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves. Not less than fourteen (14) days prior to the meeting at which it is to be considered, a copy of the notice of that meeting plus a copy of the proposed budget shall be delivered by mail at the address of the Unit, or electronically transmitted to the location furnished by the Unit Owner for such purpose to each Unit Owner.

6.3 Assessments. Assessments against the Unit Owner for their share of the items of the budget shall be made for the fiscal year annually, in advance, thirty (30) days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors. 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 payments on such assessment shall be due and payable in the same manner as the prior 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 fiscal year for which an amended assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors

6. FISCAL MANAGEMENT

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

- 6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:
- (a) Current operations. 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 reserve, to additional improvements or to operations.
 - (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) Betterments. Any balance remaining in the operating budget at the end of a fiscal year shall be transferred to an operating budget account called "contingency fund" (The fund). The fund may be used for the betterment of common areas. The Board of Directors at their discretion may make the decision to spend up to Ten Thousand (\$10,000.00) Dollars annually from the funds available for the betterment of common areas. Any amount requested for the betterment of common areas in an amount exceeding Ten Thousand (\$10,000.00) Dollars must be approved by a majority of the membership present and voting at a duly called meeting of the membership at which a quorum is present. EXCEPT that should the need for a special assessment to the membership arise, the Board of Directors shall first utilize all dollars that are available in the fund toward the cost of such need, without a vote of the membership.

from imposing a lump sum assessment in case of any immediate need or emergency.

- 6.4 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an assessment, the Board of Directors may accelerate the remaining balance of the assessment. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.
- 6.5 The Depository of the Association shall be such bank, credit union, or savings and loan association which is FDIC insured 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 such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.
- 6.6 Fidelity Bonds shall be obtained by the Association as required by the Condominium Act.
- 6.7 Audit. As a compilation of the accounts of the Association shall be made each fiscal year. A copy of any audit report received as a result of an audit shall be furnished to the Board of Directors, and to the members as required by law.

7. PARLIAMENTARY RULES

Roberts' 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

- 8.1 A resolution for the adoption of a proposed amendment of these By-Laws 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

Exhibit "H"

impose fines against a unit owner, or unit owner's guests or lessees, pursuant to Section 718.303 (3) Florida Statutes as follows:

- (a) A fine may be levied by the Board of Directors on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee. The Board of Directors may adopt a set of written pre-fining notice procedures for the purpose of encouraging voluntary compliance with the association's governing documents.
- (b) A fine may not exceed \$100 per day per violation, or \$1,000 in aggregate per violation. A fine may not become a lien against a Unit.
- (c) A suspension or fine may not be levied by the Board of Directors until the Board of Directors first provides at least fourteen (14) days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee.
- (d) The Board of Directors shall appoint a Covenants Enforcement Committee the members of which shall be Unit Owners who are neither board members nor persons residing in a board member's household. The role of the Covenants Enforcement Committee is limited to determining whether to confirm or reject the fine or suspension. If the Covenants Enforcement Committee does not agree, the fine or suspension may not be imposed.
- (e) Nothing herein shall be construed as a prohibition of or limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various Association documents including but not limited to legal action for damages or injunctive relief. In the event such other means are pursued, the Association shall not be required to comply with the procedures and provisions of this Article.

directed to the President or Secretary of the Board signed by not less than twenty (20%) percent of the membership. Amendments may be proposed by the Board of Directors by action of two-thirds (2/3) of the Board of Directors 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 ninety (90) days for the purpose of considering said amendment. Except as provided herein, such approvals must be either by the affirmative vote of a majority of the membership, present and voting, in person, or by proxy at a duly called meeting at which quorum is present.

8.2 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit Owner, nor against and Condominium Unit or class or group of Units, unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Article of Incorporation or the Declaration of Condominium.

8.3 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 Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium.

9. ALTERNATIVE DISPUTE RESOLUTION

9.1 Each unit owner, and his guests and tenants, shall be governed by and conform with the Declaration, and By-Laws and the Articles of Incorporation of the Association, and the Rules and Regulations of the Association. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief, or both, but such relief, shall not be exclusive of other remedies by law. The prevailing party in any litigation, including suits to recover fines, shall be entitled to collect its costs and reasonable attorney's fees, both at trial and appellate levels. The Association shall have the power to

Exhibit "H"

This shall certify that the foregoing was adopted as the Amended and Restated By-Laws of the Association by a vote of the majority of the membership, present and voting, in person, or by proxy at the duly called 2018 annual membership meeting at which a quorum was present.

IN WITNESS WHEREOF, LAKE CONLEY MOBILE HOME PARK CONDOMINIUM ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 22nd day of MARCH, 2018.

Karen A. Vickers
Signature of Witness #1

KAREN A. VICKERS
Printed Name of Witness #1

LAKE CONLEY MOBILE HOME
PARK CONDOMINIUM
ASSOCIATION, INC.

By: Georgia Foltz, Pres.
Signature

Catherine A. Wolosin
Signature of Witness #2

Catherine A. Wolosin
Printed Name of Witness #2

GEORGIA FOLTZ, PRES.
Printed Name and Title

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 22nd day of MARCH, 2018 by GEORGIA FOLTZ, as PRESIDENT of Lake Conley Mobile Home Park Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



Dawn W. Bringe
NOTARY PUBLIC - State of Florida at Large

My Commission Expires: July 25, 2020

Exhibit "H"