

IN THE CIRCUIT COURT OF THE
SIXTH JUDICIAL CIRCUIT, IN
AND FOR PASCO COUNTY, FLORIDA

CASE NO.:

LACEY EVANS, & CHRISTOPHER
EVANS

Plaintiff(s),

v.

PARADISE LAKES CONDOMINIUM
ASSOCIATION, INC.

Defendant.

_____ /

COMPLAINT

Plaintiff, **LACEY EVANS & CHRISTOPHER EVANS** (“hereinafter the “Plaintiff”), by and through his undersigned attorneys, sues Defendant, **PARADISE LAKES CONDOMINIUM ASSOCIATION, INC.** (“hereinafter the “Defendant” or “Association”), and would state as follows:

PARTIES, JURISDICTION & VENUE

1. This is an action for injunctive relief pursuant to Fla. Stat. § 718.1255(4)(k), breach of Chapter 718, Florida Statutes and for *Trial De Novo* and is otherwise within the jurisdictional limits of this Court.

2. Venue is proper in Pasco County, Florida, as the causes of action hereinafter pled occurred and arose in Pasco County, Florida.

PEREZ MAYORAL, P.A.
Attorneys at Law

3. At all times material hereto, Plaintiff owned the following property located in Pasco County Florida:

Parcel 1:

Unit 4, Building A, of Paradise Lakes Resort Condominium Paradise Lakes Resort condominium, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 1159, Page(s) 1382, and all subsequent amendments thereto, together with its undivided share in the common elements, in the Public Records of Pasco County, Florida.

Parcel 2:

Unit 4, Building B, of Paradise Lakes Resort Condominium Paradise Lakes Resort Condominium, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 1159, Page(s) 1382, and all subsequent amendments thereto, together with its undivided share in the common elements, in the Public Records of Pasco County, Florida.

See Exhibit "A."

4. By virtue of said ownership, Plaintiff is a member of PARADISE LAKES CONDOMINIUM ASSOCIATION, INC., and has standing to bring a cause of action against the Defendant to enforce compliance with Florida Statutes Chapter 718.

5. At all times material hereto, the Defendant is and was a condominium association and a Florida corporation, not-for-profit, operating and doing business in Pasco County, Florida, pursuant to the provisions of Chapter 718, Florida Statutes and the Declaration of Condominium of PARADISE LAKES CONDOMINIUM ASSOCIATION, INC., recorded in Pasco Official Records Book 1159 at Page 1382. A copy of the Declaration is attached hereto as **Exhibit "B."**

6. Plaintiff has either complied with all conditions precedent to bringing this action or they have been waived or excused.

GENERAL ALLEGATIONS

7. Paradise Lakes Condominium Association ("PLCA") held its annual board of directors' election on June 22, 2024.

8. On June 22, 2024, PLCA held its annual board of directors' election, which was marred by numerous irregularities and violations of fair election practices.

9. The incumbent board members, including Michale Fitzsimmons, Scott Trueira, and Traci Kanaan, engaged in actions that undermined the integrity of the election process and violated the Association's declaration and Florida Statute 718.112(2)(d).

10. On May 27, 2024, an email was sent to the PLCA membership that mischaracterized the nature of the election, implying that the election consisted of two groups of candidates rather than individual races for board positions.

11. The Association announced two "Meet the Candidates" Town Halls without consulting all candidates, particularly those challenging the incumbents. When notified of scheduling conflicts, the board refused to reschedule or accommodate all candidates, giving an unfair advantage to the incumbent candidates.

12. Incumbent board members misused official Association resources, including the PLCA distribution list, for campaign purposes, violating the principle of equal access to association resources for all candidates.

13. The incumbent candidates engaged in coordinated campaign efforts, including wearing matching shirts while campaigning in the community, which could be perceived as intimidating or coercive by some community members.

14. During the election process, all envelopes and ballots were improperly separated after collection, making it impossible to verify individual votes or disqualify specific ballots if issues arose with voting certificates or proxies.

15. The Association systematically restricted and refused participation from challenging candidates and neutral parties throughout the election process, including: a. Denying equal access to common areas for campaign activities b. Ignoring or denying requests for equal time on official communication channels c. Refusing to provide challenging candidates with an up-to-date list of eligible voters d. Denying access to neutral third-party observers during key stages of the election process e. Rejecting proposals to establish an independent election committee f. Refusing to allow representatives from all candidates to be present during ballot handling and counting

16. The Association's actions created an uneven playing field that favored the incumbent board members and significantly hampered the ability of challenging candidates to mount effective campaigns.

17. These irregularities and violations have caused significant confusion, distrust, and division within the PLCA community.

18. The conduct of the incumbent board members throughout this election process violates both the Association's governing documents and Florida law regarding fair election practices, particularly those outlined in Chapter 718 of the Florida Statutes.

19. The Plaintiffs have suffered harm as a result of these actions, including but not limited to the deprivation of their right to participate in a fair and transparent election process.

20. The Plaintiffs and other PLCA members are at risk of continued harm through future elections conducted in a similarly unfair and non-transparent manner.

21. The Plaintiffs submitted the Petition for Mandatory Non-Binding Arbitration on August 22, 2024, pursuant to Section 718.112(2)(d)(4)(c), Florida Statutes.

22. The DBPR acknowledged the petition as filed and docketed with the DBPR on August 23, 2024, and assigned case number 2024-04-9932.

23. The Department issued a Final Order of Dismissal Due to "Untimely Filing" on September 12, 2024. This Order is attached as **Exhibit "C."**

24. The Department's final order of dismissal stated that it lacked jurisdiction over the Petitioner's Election Dispute. The Department asserted that the Petitioners filed with the Department sixty-one (61) days after the Association announced the annual election results.

25. The DBPR's Final Order of Dismissal cites Section 718.112(2)(d)(4)(c), Florida Statutes, which states: "Any challenge to the election process must be commenced within 60 days after the election results are announced."

26. The DBPR's Final Order acknowledged that the Petition was fully received and docketed as filed on August 22, 2024. The Petition was timely filed by the Petitioner within the filing deadline in accordance with Section 718.112(2)(d)(4)(c), Florida Statutes.

27. Plaintiff filed a Motion for Rehearing on September 16, 2024, based on the foregoing factual foundation and legal basis. This Motion requested that the DBPR reconsider the Final Order of Dismissal due to Untimely Filing and enter an Order granting Petitioner's Motion for Rehearing. *See Exhibit "D."*

28. Rule 2.514(a)(1)(A) of the Florida Rules of General Practice and Judicial Administration is the binding authority for computing deadlines under Chapter 718, Florida Statutes. This rule determines the method for computing the filing deadline.

29. Any challenge to the election process must commence within 60 days after the announcement of the election results, as per Section 718.112(2)(d)(4)(c), Florida Statutes.

30. Given that the election results were announced on a Saturday, the correct date from which to compute the filing deadline, pursuant to Rule 2.514(a)(1)(A), should have been June 24, 2024, and the filing deadline was August 23, 2024.

31. As the sixty (60) day filing deadline to commence the Arbitration is derived from Section 718.112(2)(d)(4)(c), Florida Statutes, and the Statute does not provide a method for computing time periods, Rule 2.514 is the operative rule for determining the filing deadline in this case.

32. Because the sixty (60) day filing deadline to commence the Arbitration to challenge the election procedure and election outcome is specifically derived from Section 718.112(2)(d)(4)(c), Florida Statutes, unless the Statute provides a method for computing time periods, Rule 2.514 is the operative rule for purposes of determining the filing deadline in this case.

33. As the election results were announced on Saturday, June 22, 2024, the period to begin counting to determine the filing deadline for the Petition starts from June 24, 2024, which is the next day that is not a Saturday, Sunday, or legal holiday, as per Rule 2.514(a)(1)(A).

34. When computing sixty (60) days from Monday, June 24, 2024, the filing deadline for the Petition is August 23, 2024, at 5:00 P.M.

35. On September 19, 2024, the DBPR entered an order denying Petitioner's Motion for Rehearing. *See Exhibit "E."*

36. All conditions precedent to the institution and maintenance of this action have occurred, have been performed, or have been waived.

COUNT I – PETITION FOR TRIAL DE NOVO

37. Plaintiff re-alleges and restates paragraphs 1 through 36 as if fully set forth herein of this Petition for *Trial De Novo*.

38. This appeal is brought pursuant to Fla. Stat. § 718.1255(4)(k), which in pertinent part, states as follows:

(k) The arbitration decision shall be rendered within 30 days after the hearing and presented to the parties in writing. An arbitration decision is final in those disputes in which the parties have agreed to be bound. An arbitration decision is also final if a complaint for a trial de novo is not filed in a court of competent jurisdiction in which the condominium is located within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party in an arbitration proceeding shall be awarded the costs of the arbitration and reasonable attorney fees in an amount determined by the arbitrator. Such an award shall include the costs and reasonable attorney fees incurred in the arbitration proceeding as well as the costs and reasonable attorney fees incurred in preparing for and attending any scheduled mediation. An arbitrator's failure to render a written decision within 30 days after the hearing may result in the cancellation of his or her arbitration certification.

24. Plaintiff appeals the Decision of the Arbitrator's Final Order of Dismissal denying Petitioner's Motion for Rehearing entered on September 19, 2024. *See Exhibit "E."*

25. This action was filed within 30 days of Plaintiff's receipt of the Arbitrator's Final Order on Denying Petitioner's Motion for Rehearing.

26. Plaintiff argued in its Motion for Rehearing that the Department applied an incorrect method for computing the filing deadline.

27. The Motion for Rehearing asserts that Rule 2.514(a)(1)(A) of the Florida Rules of General Practice and Judicial Administration is the binding authority for calculating deadlines under Chapter 718, Florida Statutes.

28. The Motion for Rehearing asserts that Chapter 718, Florida Statutes does not provide a method for computing deadlines.

29. The election results were announced on a Saturday (June 22, 2024). Therefore, the computation of time to determine the filing deadline should have commenced from the next day (June 24, 2024), which is not a Saturday, Sunday, or legal holiday.

30. When applying Rule 2.514(a)(1)(A) of the Florida Rules of General Practice and Judicial Administration, the filing deadline to challenge the results of the election is August 23, 2024.

31. Plaintiff's August 22, 2024, filing falls within the statutory deadline.

32. Plaintiff is entitled to and demands the relief requested in Petitioner's Motion for Rehearing as well as additional damages for the filing of this Petition, as a result of the DBPR's Final Order of Dismissal denying Petitioner's Motion for Rehearing.

WHEREFORE, Plaintiffs, **LACEY EVANS & CHRISTOPHER EVANS**, respectfully request that this Court review the DBPR's Final Order of Dismissal in Case No. 2024-04-9932 and grant a *Trial De Novo* pursuant to Fla. Stat. § 718.1255(4)(k); review and reverse the Arbitrator's Final Order of Dismissal denying Petitioner's Motion for Rehearing entered on September 19, 2024; declare that the Plaintiff's initial Petition for Mandatory Non-Binding Arbitration filed on August 22, 2024, was timely pursuant to Section 718.112(2)(d)(4)(c), Florida Statutes, when properly calculated using Rule 2.514(a)(1)(A) of the Florida Rules of General Practice and Judicial Administration; order the Department of Business and Professional Regulation to reinstate Plaintiff's Petition for Mandatory Non-Binding Arbitration and proceed with the arbitration on the merits of Plaintiff's election dispute; award Plaintiff the costs of the arbitration and reasonable

attorney's fees incurred in the arbitration proceeding, in preparing for and attending any scheduled mediation, and in bringing this action for trial de novo; and grant such other and further relief as the Court deems just and proper under the circumstances.

COUNT II – INJUNCTIVE RELIEF

33. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 36 as if fully set forth herein.

34. This is an action for injunctive relief pursuant to Fla. Stat. § 718.1255(4)(k) and the general equitable powers of this Court.

35. Plaintiff has a clear legal right to participate in fair and transparent condominium association elections conducted in compliance with Florida law and the Association's governing documents.

36. The Defendant, PARADISE LAKES CONDOMINIUM ASSOCIATION, INC., has engaged in numerous actions that violate Florida Statute 718.112(2)(d) and the Association's declaration, including but not limited to: a. Mischaracterizing the nature of the election in official communications; b. Unfairly scheduling candidate events to exclude challenging candidates; c. Misusing Association resources for incumbent campaigning; d. Improperly handling and separating ballots and envelopes; e. Systematically restricting participation from challenging candidates and neutral parties; f. Denying equal access to common areas and communication channels for campaigning; g. Refusing to allow neutral third-party observers during key stages of the election process.

37. These actions have resulted in an unfair election process that has caused and continues to cause irreparable harm to the Plaintiff and other Association members by depriving them of their right to participate in a fair and transparent election process.

38. Defendant's non-compliance with Fla. Stat. § 718.303(1) and the Defendant's Declaration, Articles, and Bylaws, unless and until enjoined by the order of this Court, will cause irreparable harm to Plaintiff that, as direct and proximate result of Defendant's non-compliance, Plaintiff will suffer irreparable harm.

39. A mandatory injunction will serve the public interest by requiring the Defendant to comply with Fla. Stat. § 718.303(1) and Defendant's Declaration. As self-help of condominium owners is prohibited and action by the Defendant to preserve, to maintain and repair the common elements is highly favored.

40. The threatened injury to Plaintiff outweighs any possible harm to the Defendant, as the requested injunctive relief would merely require the Defendant to comply with existing law and its own governing documents.

41. The granting of an injunction would serve the public interest by ensuring fair and transparent condominium association elections in accordance with Florida law.

42. There is a substantial likelihood that Plaintiff will prevail on the merits of this case, given the clear violations of Florida Statute 718.112(2)(d) and the Association's declaration.

43. Plaintiff has retained undersigned counsel to represent her in this action and is obligated to pay Perez Mayoral, P.A., a reasonable fee for services rendered.

44. Pursuant to Fla. Stat. § 718.303(1):

“A unit owner prevailing in an action between the association and the unit owner under this subsection, in addition to recovering her or her reasonable attorney fees, may recover additional amounts as determined by the court to be necessary to reimburse the unit owner for her or her share of assessments levied by the association to fund its expenses of the litigation.”

45. Plaintiff is entitled to an award of attorney’s fees and costs pursuant to Fla. Stat. § 718.303(1).

46. Plaintiff has no adequate remedy at law, as monetary damages cannot sufficiently address the ongoing harm caused by unfair election practices and the potential for future violations.

WHEREFORE, Plaintiff, **LACEY EVANS & CHRISTOPHER EVANS**, respectfully requests that this Court:

- a) Issue a temporary injunction enjoining the Defendant from taking any action based on the results of the June 22, 2024, election;
- b) Issue a permanent injunction declaring the June 22, 2024, election null and void due to the numerous violations of fair election practices;
- c) Order the Defendant to conduct a new election under the supervision of a neutral third party, to be completed within 60 days of the Court's order;
- d) Issue a permanent injunction requiring the Defendant to implement and adhere to transparent and fair election procedures that comply with Florida law and the Association's governing documents, including but not limited to: i. Providing equal access to Association resources and communication channels for all candidates; ii. Allowing neutral third-party observers during all stages of the election process; iii. Properly handling and preserving the integrity of ballots and envelopes; iv. Scheduling candidate events to accommodate all declared candidates; v. Refraining from using Association resources for incumbent campaigning;
- e) Award Plaintiff their reasonable attorneys' fees and costs incurred in bringing this action;
- f) Grant such other and further relief as the Court deems just and proper.

COUNT III – VIOLATION OF FLA. STAT. § 718.303(1)

42. Plaintiff re-alleges and restates paragraphs 1 through 36 as if fully set forth herein.

43. All conditions precedent to the initiation and prosecution of this cause of action have been performed, have occurred, or have been excused.

44. Pursuant to Fla. Stat. § 718.303(1): "Each unit owner, tenant and other invitee, and association is governed by, and must comply with the provisions of, this chapter, the declaration, the documents creating the association, and the association bylaws which are expressly incorporated into any lease of a unit. Actions at law or in equity, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against: (a) The association. (b) A unit owner. (c) Directors designated by the developer, for actions taken by them before control of the association is assumed by unit owners other than the developer. (d) Any director who willfully and knowingly fails to comply with these provisions." (emphasis added).

45. Pursuant to Fla. Stat. § 718.303(1): "A unit owner prevailing in an action between the association and the unit owner under this subsection, in addition to recovering her or her reasonable attorney fees, may recover additional amounts as determined by the court to be necessary to reimburse the unit owner for her or her share of assessments levied by the association to fund its expenses of the litigation."

46. At all times material hereto, the Defendant had a duty to all members of the Association, including Plaintiff, to comply with all provisions of Chapter 718, Florida Statutes, the Declaration, Articles, and Bylaws.

47. At all times material hereto, Defendant had a duty to have a relationship with the unit owners.

48. Defendant breached its duty to Plaintiff by failing to: a. Conduct a fair and transparent election process in accordance with Florida Statute 718.112(2)(d) and the Association's declaration; b. Provide equal access to Association resources and communication channels for all candidates; c. Allow neutral third-party observers during all stages of the election process; d. Properly handle and preserve the integrity of ballots and envelopes; e. Schedule candidate events to accommodate all declared candidates; f. Refrain from using Association resources for incumbent campaigning; g. Accurately characterize the nature of the election in official communications; h. Respond appropriately to concerns raised about the fairness of the election process.

49. As a direct and proximate result of Defendant's breaches, Plaintiff has suffered damages, including but not limited to: a. Deprivation of their right to participate in a fair and transparent election process; b. Loss of opportunity to fairly compete for a position on the Association's board of directors; c. Emotional distress and frustration caused by the unfair election process; d. Costs and expenses incurred in attempting to address the unfair election practices.

50. Plaintiff is entitled to recover damages, including reasonable attorney's fees, pursuant to Fla. Stat. § 718.303(1).

WHEREFORE, Plaintiff, **LACEY EVANS & CHRISTOPHER EVANS**, respectfully requests that this Court:

- a) Enter judgment in favor of Plaintiff and against Defendant for violation of Fla. Stat. § 718.303(1);
- b) Award Plaintiff damages in an amount to be determined at trial;
- c) Award Plaintiff reasonable attorney's fees and costs pursuant to Fla. Stat. § 718.303(1);

PEREZ MAYORAL, P.A.
Attorneys at Law

- d) Award Plaintiff any additional amounts as determined by the Court to be necessary to reimburse Plaintiff for their share of assessments levied by the Association to fund its expenses of the litigation;
- e) Grant such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, **LACEY EVANS & CHRISTOPHER EVANS**, demand a jury trial on all issues so triable.

Dated: October 21, 2024.

Respectfully Submitted,

By: /s/ Luis E. Martinez

Erik Perez, Esq.

Florida Bar No.: 115564

Luis E. Martínez, Esq.

Florida Bar No.: 1039267

PEREZ MAYORAL, P.A.

999 Ponce De León Blvd, Suite 705

Coral Gables, FL 33134

Tel.: (305) 928-1077

Fax: (305) 402-6299

Primary Email: eperez@pmlawfla.com

Primary Email: lmartinez@pmlawfla.com

Secondary Email: mcastillo@pmlawfla.com

PEREZ MAYORAL, P.A.

Attorneys at Law

EXHIBIT “A”

UNOFFICIAL
DOCUMENT

Prepared by and Return To:
Kristen M Stewart
Fidelity National Title of Florida, Inc.
2808 Windguard Circle, Suite 102
Wesley Chapel, FL 33544

Order No.: FTPA21-114208

APN/Parcel ID(s): 35-28-18-0070-00A00-0040
35-28-18-0070-00B00-0040

WARRANTY DEED

THIS WARRANTY DEED dated January 4, 2022, by Christopher A. Evans and Lacey R. Evans, husband and wife, hereinafter called the grantor, to Zaur Atnilov, whose post office address is 4333 Bayside Village Dr, # 206, Tampa, FL 33615, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Pasco, State of Florida, to wit:

Parcel 1:

Unit 4, Building A, of Paradise Lakes Resort Condominium Paradise Lakes Resort Condominium, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 1159, Page(s) 1382, and all subsequent amendments thereto, together with its undivided share in the common elements, in the Public Records of Pasco County, Florida.

Parcel 2:

Unit 4, Building B, of Paradise Lakes Resort Condominium Paradise Lakes Resort Condominium, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 1159, Page(s) 1382, and all subsequent amendments thereto, together with its undivided share in the common elements, in the Public Records of Pasco County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

WARRANTY DEED

(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

K. Stewart
Witness Signature
K. Stewart
Print Name
Toby Caroline
Witness Signature
Toby Caroline
Print Name

Christopher A. Evans
Christopher A. Evans
Lacey R. Evans
Lacey R. Evans
Address: 1390 Swans Rd NE
Newark, OH 43055

State of Florida
County of Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of January, 2022, by Christopher A. Evans and Lacey R. Evans, to me known to be the person(s) described in or who has/have produced Drivers licenses as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

K. Stewart
Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____



EXHIBIT “B”

UNOFFICIAL
DOCUMENT

A PLANNED UNIT DEVELOPMENT

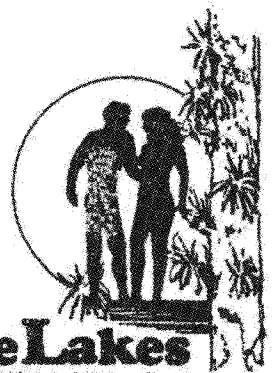
CONDOMINIUM DOCUMENTS

UNOFFICIAL
DOCUMENT

Location:

**Apex of U.S. 41 & Dale Mabry Hwy.
Land O' Lakes, Florida 33539 U.S.A.
(813) 949-1313**

**Condominium documents prepared by:
Johnson, Blakely, Pope, Bokor & Ruppel, P.A.
911 Chestnut Street
Post Office Box 1366
Clearwater, Florida 33517**



Paradise Lakes
a new dimension for nudist living at its very finest

**UNOFFICIAL
DOCUMENT**

40 Rec _____
41 St _____
42 Sur _____
43 Int _____
Tot _____

RETURN TO: Paradise Lakes Club
P. O. Box 750
and O' Lakes, FL 33539

EXHIBIT 1 TO PROSPECTUS

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

PARADISE LAKES RESORT CONDOMINIUM

00003579 31 0 01 11.0001
40 295.00
00000000 295.00 1.0
00003870 30 0 1 1.0001
40 295.00
00000000 295.00 1.0

RECORD VERIFIED
FILED FOR RECORD
NOV 18 2 05 PM '81
CLERK OF PASCO COUNTY FLA.

DECLARATION, made this 16th day of NOVEMBER, 1981, by
Paradise Lakes, Inc., a Florida corporation, hereinafter called "Developer,"
as owner of certain lands lying in and being situate in Pasco County, Florida,
for itself, its successors, grantees and assigns:

WITNESSETH:

WHEREAS, the Developer is the owner in fee simple of certain real
property, lying and being situate in Pasco County, Florida, as more particu-
larly set forth on Exhibit A, attached hereto, subject to reservations and
easements of record; and

WHEREAS, the Developer contemplates erecting upon portions of said
land, from time to time, multi-unit residential buildings containing up to, but
not exceeding, two hundred thirty-three (233) apartment-type condominium
units and related facilities in phases pursuant to the provisions of Florida
Statutes, Section 718.403. A copy of the plot plan and preliminary phase
division is attached hereto as Exhibit B; and

WHEREAS, the Developer from time to time desires to submit portions of
said land and said improvements to condominium ownership, pursuant to
Chapter 718, Florida Statutes, known as the Condominium Act, hereinafter
called the "Condominium Act."

NOW, THEREFORE, the Developer makes the following declarations:

1. NAME. The name by which this condominium is to be identified is
PARADISE LAKES RESORT CONDOMINIUM.

2. DEFINITIONS. The terms used in this Declaration of Condominium
and its exhibits shall be as follows, unless the context otherwise requires:

2.1 "Unit" means the living space which is subject to private
ownership, as described in this Declaration and the exhibits thereto. The

PLA Part I

RECORD VERIFIED
FILED FOR RECORD
NOV 16 3 42 PM '81
CLERK OF PASCO COUNTY FLA.

[Signature]

The Condominium Plat relating hereto
is recorded in Plat Book 30, Pages
88 through 94, of the Public
Records of Pasco County, Florida.

O.R. 1160 PG 0296

O.R. 1159 PG 1382

boundaries of each unit are described in the Declaration and its exhibits. "Apartment," when used herein, shall also mean "unit" as defined in the Condominium Act. "Unit owner" shall mean the owner of a condominium parcel. Whenever the term "unit owner" or "unit owners" is used anywhere in this Declaration or any exhibit, amendment or supplement hereto, it shall include all owners of the unit weeks within any unit committed to interval ownership as one unit owner.

2.2 "Assessment" means a share of the funds required for the payment of common expenses.

2.3 "Association" means the entity responsible for the operation of the Condominium: PARADISE LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

2.4 "Board of Directors" means the Board of Directors of the Association, which is the board of administration as defined in the Condominium Act.

2.5 "Bylaws" means the bylaws for the government of the Association as they exist from time to time.

2.6 "Common elements" include the land, improvements, and all other parts of the condominium not within the units as provided in the Condominium Act. Common elements also include easements as shown on the plat attached hereto as Exhibit B, easements for encroachments by the perimeter walls, ceilings and floors surrounding each unit caused by the settling or moving of a building or by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easement shall continue until the encroachment no longer exists. References to "common elements" include "limited common elements" unless the context otherwise requires. The common elements may be enlarged from time to time as provided in the Condominium Act and this Declaration.

2.7 "Common expenses" means the expenses for which the unit owners are liable to the Association. These include, but are not limited to:

(a) expenses of administration, expenses of maintenance, operation, repair, replacement of the common elements, easements of ingress and egress, and of the portions of units to be maintained by the Association;

(b) fees and expenses connected with any maintenance or management agreement entered into by the Association;

(c) expenses declared common expenses by provisions of this Declaration and its exhibits, the Articles of Incorporation, or the Bylaws;

(d) expenses of water, sewage and trash removal and other utilities provided by the Association for units or common elements; and

(e) any valid charge against the condominium as a whole.

The enumeration of common expenses set forth herein is not exclusive. Expenses connected with or related to limited common elements, shall not be deemed common expenses chargeable proportionately to all unit owners, but shall be deemed special common expenses charged only to the unit or units to which such elements are appurtenant or otherwise relate; but, otherwise all references to common expenses, particularly in regard to the enforcement of payment thereof, shall be deemed to include those special common expenses applicable to the limited common elements, unless the context otherwise requires.

2.8 "Condominium" means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act. This condominium is a residential condominium and a phase condominium as defined in the Condominium Act.

2.9 "Condominium parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.

2.10 "Condominium property" means the land hereby committed to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.11 "Club" means the Paradise Lakes Club, which is proposed to be constructed on that parcel of land adjacent to the land described on Exhibit A hereto and is currently owned by the Paradise Lakes Club, Ltd., which land is more fully described on Exhibit D, attached hereto, and which, when completed, is expected to contain, among other things, a club house, swimming pool, volleyball courts, tennis courts, hand ball court, hot tub and beach. Neither the Exhibit D land nor the improvements to be constructed thereon are common elements of the condominium.

2.12 "Development" means the entire development known as Paradise Lakes, which will, when completed, consist of the condominium containing a maximum of two hundred thirty-three (233) units, a land condominium known as Paradise Lakes Individual Site Condominium, and the Club.

2.13 "Institutional lender" means a bank, real estate investment trust, life insurance company, licensed mortgage company, savings and loan association, or the Developer.

2.14 "Interval Ownership" shall mean the concept whereby units and the share of the common elements assigned to the unit are conveyed for periods of time, with the Purchaser receiving a stated time period for a period of years, together with the remainder over in fee simple as tenant in common with all other Purchasers of "Unit Weeks" in each such unit in that percentage interest determined and established by Section 11.3 of the Declaration of Condominium in the year 2032. "Interval Ownership" as used herein, shall be "time share estates" as defined in Section 718.103(19) of the Condominium Act.

2.15 "Limited common elements" appurtenant to a unit, as defined in the Condominium Act, are graphically shown on Exhibit C, shall be for the exclusive use of the units to which the limited common elements are reserved.

2.16 "Management Company" means Paradise Lakes Management Co., Inc., a Florida corporation, its successors and assigns.

2.17 "Interval Ownership Maintenance Fee" shall mean a share of the funds required for the payment of those expenses associated with a unit committed to Interval Ownership, which, from time to time, are assessed against such owners for the Unit Weeks within such unit.

2.18 "Unit Weeks" shall mean a period of ownership in a unit committed to Interval Ownership pursuant to the terms hereof which shall consist of not less than seven (7) days. "Unit Weeks" shall be computed as follows:

Unit Week No. 1 is the seven days commencing on the first Saturday in each year. Unit Week No. 2 is the seven days succeeding Unit 1. Additional Unit Weeks up to and including No. 51 are computed in a like manner. Unit Week No. 52 contains the seven days succeeding the end of Unit Week No. 51 without regard to the month or year, plus any excess days not otherwise assigned. Unit Weeks shall run from noon on the first Saturday of that period to noon on the last Saturday of the period.

2.19 "Unit Committed to Interval Ownership" shall mean any of the units sold under the plan of Interval Ownership pursuant to the terms of this Declaration and its exhibits.

2.20 Other Definitions. Other definitions contained in the Condominium Act apply hereto.

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

2.22 Utility Services. As used in the Condominium Act and as construed hereunder, utility services shall include services presently provided, or which may be provided hereafter, including, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewer disposal, cable television service, master antenna system, security alarm service, and telephone.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP.

The following property is hereby submitted to the condominium form of ownership:

3.1 Phase I. The lands lying and being situated in Pasco County, Florida, as more particularly described on Exhibit E attached hereto, which lands are hereinafter referred to as Phase I, consisting of ten (10) buildings containing a total of one hundred thirty-six (136) units, subject to easements and reservations of record.

4. PROPERTY WHICH MAY BE SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP. The Developer, pursuant to the provisions of Florida Statutes, Section 718.403, hereby retains the right to submit the condominium form of ownership, by amendment to this Declaration, the following described additional phase:

4.1 Phase II. The property described as Phase II, more particularly described on Exhibit F, attached hereto, consisting of up to a maximum of eleven (11) buildings containing a total of ninety-seven (97) units. In the event the Developer exercises the right to submit Phase II to condominium ownership herein, the condominium improvements shall be completed and Phase II submitted to condominium ownership on or before June 1, 1984.

4.2 Developer's Commitment. Nothing contained in this Declaration or in the exhibits to the Prospectus for this Condominium shall create any duty, obligation or commitment on the part of the Developer to submit the land included in the successive phase described herein to condominium ownership or to construct additional residential units thereon, or in any other

way commit the Developer to develop this Condominium in accordance with the present intended plan or any other plan. Any reference herein to Developer's intentions to continue development of this Condominium shall in no way constitute or be considered a dedication, reservation, limitation, covenant or agreement affecting the presently undeveloped land in said subsequent phases.

5. AMENDMENT OF DECLARATION ADDING PHASES; TIME SHARING.

5.1 Developer's Rights. Notwithstanding anything to the contrary contained herein or in the provisions of Florida Statutes, Section 718.110, the Developer, pursuant to paragraph 4 of this Declaration and Florida Statutes, Section 718.403(6), expressly reserves the right to amend this Declaration so as to submit to condominium ownership the additional phases set forth in paragraph 4 herein, together with improvements thereon as part and parcel of this condominium without consent thereto by the Association or unit owners other than the Developer. In addition, Developer expressly reserves the right to create time-sharing estates (interval ownership) with respect to any or all of the condominium units in Buildings B, C and I in Phase I and Buildings H and K in Phase II.

5.2 Content of Amendment. The Developer may amend this Declaration as aforesaid by filing an amendment or amendments of Declaration in the Public Records of Pasco County, Florida, which amendment (or amendments) shall describe and submit the land being submitted to condominium ownership, and which amendment (or amendments) shall have attached thereto such certificates, surveys, plans and sketches as are required by the Condominium Act. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors or mortgagees of units of the condominium whether or not elsewhere required for amendments.

5.3 Modification of Plans. The Developer retains the right to modify the legal descriptions and plot plans as set forth on Exhibits B, C, and E, hereto, of any additional phase prior to submitting the same to condominium ownership. In the event modification of the legal description or plot plan of any additional phase becomes necessary, the Developer shall have the right to amend this Declaration to correspond to the modified plot plan or legal description without the consent of the Association or unit owners.

other than the Developer, and any such modification shall be binding upon the owners of units previously submitted to condominium ownership.

5.4 Percentage Ownership. Notwithstanding the provisions of this paragraph 5, the percentage ownership of the common elements and the common surplus attributable to each unit shall be computed in the manner set forth in paragraph 11 herein, except for such changes as shall be required in connection with time share estates (interval ownership) created, if any.

6. IDENTIFICATION.

6.1 Survey, Plot Plan and Graphic Description. The condominium units on the condominium property submitted to the condominium form of ownership as Phase I are set forth in the plat attached hereto and made a part hereof as Exhibit C. Each condominium unit is described in said plat in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as the common elements and limited common elements appurtenant thereto. Each condominium unit is identified by a number as shown on the plat attached hereto as Exhibit C, and made a part hereof, so that no unit bears the same designation as does any other unit.

6.2 Identification of Subsequent Phase. The condominium units of Phase II are set forth in the plat attached hereto and made a part hereof as Exhibit C. Each condominium unit is described in said plat in such a manner that there can be determined therefrom the identification, location, dimensions and approximate size of each unit, as well as the common elements and limited common elements appurtenant thereto. Each condominium unit is identified by a number as shown on the plat attached hereto as Exhibit C, and made a part hereof, so that no unit bears the same designation as does any other unit.

6.3 Substitutions. The Developer is hereby authorized to substitute materials of comparable or better quality for those shown in the plans and specifications where, in the Developer's judgment, such substitutions are necessary or desirable.

6.4 Alteration of Unit Plans. The Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between the units, as long as the Developer owns the units so altered. No such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration by

approval of the Association, unit owners, existing lenders, if any, and owners of mortgages in the manner elsewhere provided. If the Developer shall make any changes in the units as so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.

6.5 Amendment to Declaration. An amendment to this Declaration reflecting such authorized alteration of unit plans or subdivision by the Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, unit owners or lienors or mortgagees of units or of the condominium, whether or not such approval is otherwise required for an amendment.

7. DEVELOPER'S UNITS AND PRIVILEGES.

7.1 Sale, Rental or Lease of Units. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by it. So long as the Developer owns any Units or Unit Weeks, said Developer, and its agents, shall have the right to transact on the condominium property any business necessary to consummate the sale of the units, including, but not limited to, the right to maintain condominium models, to have signs, employees in the office, and use the common elements to show units. A sales office, signs, and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the terms and conditions applicable to other owners, save for this right to sell, rent or lease as contained in this paragraph. No rights reserved to the Developer hereunder or under any other provisions of this Declaration and the exhibits hereto shall be waived, altered or amended without the express written consent of the Developer, or its successors, or assigns.

8. EASEMENTS. In addition to the easements created by the Condominium Act and any other easements created or granted elsewhere in this Declaration, the following easements are hereby created or recognized:

8.1 Support. Each unit shall have an easement of support and of necessity and shall be subject to an easement of support and of necessity in favor of all other units and the common elements.

8.2 Utility Services and Drainage. Easements are reserved under, through and over the condominium property as required for utility, cable television and other services and drainage in order to serve the condominium adequately. No unit owner shall do anything inside or outside of his unit to impair or interfere with the provision of utility services or drainage or these easements. Provided, however, that such easements throughout a unit shall only be according to the plans and specifications of the building, or the building as constructed, unless approved in writing by the unit owner concerned.

8.3 Encroachments. Easements shall exist for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the buildings or by minor inaccuracies in building or rebuilding which may now or hereafter exist, and such easements shall continue until such encroachments no longer exist.

8.4 Ingress and Egress. A non-exclusive easement in favor of each unit owner, their guests, tenants and invitees, shall exist for pedestrian and vehicular traffic over, through and across sidewalks, paths, streets, walks and other portions of the common elements as from time to time may be intended and designated for such use.

8.5 Construction and Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, from time to time, to enter the condominium property and to take all other action necessary or convenient for completing the construction or improvement thereof or any improvements on condominium units located or to be located thereon, or in the Development, and for repair, replacement and maintenance purposes, or for any other purpose, provided that such activity does not prevent or unreasonably interfere, in the opinion of Developer, with the use or enjoyment by the unit owners of the condominium property.

8.6 Sales Activity. So long as the Developer (including its successors and assigns) owns any of the units or unit weeks, Developer, its agents and designees, shall have the right to use any of such units and the common elements for model apartments and sales office apartments, to show models and the common elements to prospective purchasers and tenants, to erect and maintain upon the condominium property signs and other promotional

material to advertise apartments for sale or lease and for other similar purposes the Developer, in its opinion, deems appropriate.

8.7 Easements for Ingress and Egress. Developer, for itself, its successors and assigns, hereby reserves easements for ingress and egress over and across the property to those locations hereby dedicated to condominium ownership at the South and North boundaries of the condominium property as shown on the Plat, attached hereto as Exhibit B. Such easements shall be for the benefit of the real property immediately contiguous to each such easement, and shall be assignable by Developer, at its discretion, to any future owner(s) of such contiguous land.

8.8 Ingress and Egress to Public Right-of-Way. Pursuant to an Easement Agreement between Paradise Lakes Commercial Properties, Ltd., and Developer, a copy of which is attached hereto as Exhibit C, the land hereby dedicated to condominium ownership is benefitted by a seventy (70) foot wide, non-exclusive, easement for ingress and egress over and across lands owned by the Paradise Lakes Commercial Properties, Ltd., to the public right-of-way known as State Road 597, which easement is part of the common elements of this condominium.

8.9 Easement in Favor of Paradise Lakes Club, Ltd. The land hereby submitted to condominium ownership is subject to an easement in favor of Paradise Lakes Club, Ltd., its successors, assigns, guests, lessees, licensees and invitees, which easement grants rights of ingress, egress and parking over and across all roads, streets, rights-of-way and parking areas located on such property. As part of that Easement Agreement, and in consideration for the easement granted to Paradise Lakes Club, Ltd., Paradise Lakes Club, Ltd., has granted to Developer, its successors and assigns, the non-exclusive right to use for security purposes a guard house proposed to be constructed by Paradise Lakes Club, Ltd., on land adjacent to the land dedicated to condominium ownership hereby.

8.10 Easement Concerning Walls, Roads, etc. Developer, for itself, its successors and assigns, hereby reserves, for the benefit of the land described on Exhibit H, attached hereto, and to permit and preserve access thereto, an easement for ingress and egress over and across the land described on Exhibit A, attached hereto, confined to any streets and roads which may be located thereon as shown on the plat attached hereto as Exhibit

B, and an easement of use and benefit in all drainage facilities and perimeter walls constructed or to be constructed on the land described on Exhibit A, attached hereto. These easements are subject to the obligation of the owner or owners of the land described on Exhibit H to share in the cost of maintenance and repair of such roads, streets, drainage facilities and walls on a prorata basis.

8.11 Ingress and Egress Easement Reserved to Developer. Developer hereby reserves for itself, its successors, assigns, licensees, lessees, invitees, guests and agents an easement for ingress and egress over and across all roads, streets and parking areas on the condominium property for the benefit of and to provide and permit access to the land described on Exhibit I, attached hereto.

8.12 Additional Easements. The Developer, so long as it owns any units, and the Association, on their behalf and on behalf of all unit owners (each of whom hereby irrevocably appoints the Developer and the Association as attorney-in-fact for this purpose), shall have the right to grant such additional easements for utilities, services or drainage, or to relocate any existing easements or facilities (subject to applicable restrictions), in any portion of the condominium property, and to grant access easements or relocate any existing access easements in any portion of the condominium property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the unit owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not unreasonably interfere with the reasonable use of the units for dwelling purposes.

9. UNIT BOUNDARIES

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

(a) Upper and Lower Boundaries. The upper boundary of the unit shall be the plane of the undecorated finished surface of the ceiling, extended to an intersection with the perimetrical boundaries of the unit. The lower boundary shall be the plane of the undecorated finished surface of the

floor, extended to an intersection with the perimetrical boundaries of the unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the intersecting vertical planes of the inner undecorated finished surfaces of the perimeter walls of the unit, but also includes the balcony or patio, unless designated as limited common elements on Exhibit C.

9.2 Apertures. Where there are apertures in any boundary, including, but not limited to, windows, screens, doors and skylights, such boundaries shall be extended to the interior, unfinished surfaces of such apertures, including all framework thereof. Exterior surfaces made of glass, screening or other transparent material, and all framings and casings therefor, shall be included in the boundaries of the unit.

9.3 Heating and Air Conditioning Equipment. Heating and air conditioning equipment, including, but not limited to, compressors, pumps, ducts and vents, serving only one unit, shall be deemed to be included within the unit, whether or not physically located within the boundaries elsewhere defined in this Section 9.

9.4 Exceptions. In cases not specifically covered above, or in case of conflict or ambiguity, the plat of the units attached hereto as Exhibit C hereto shall control in determining the boundaries of the units, except that the provisions of Section 9.2 shall control unless the survey specifically provides otherwise.

10. COMMON ELEMENTS.

10.1 Defined. Common elements, as hereinabove defined, shall include within its meaning, in addition to the terms listed in the Condominium Act, Florida Statutes, Section 718.108, the following items:

(a) an exclusive easement for use of the air space occupied by the condominium unit as it exists at any particular time as the unit may lawfully be altered;

(b) an undivided share in the common surplus;

(c) cross easements for ingress, egress, support, maintenance, repair, replacements and utilities; and

(d) easements for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the buildings or by minor inaccuracies in building

O.R. 1159 PG 1393

or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

10.2 Amendments. Amendments to the common elements may be made as provided for in Florida Statutes, Section 718.110(5) and (6).

11. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS. The undivided share in the land and other common elements and the common surplus which are appurtenant to each condominium unit shall be as follows:

11.1 Phase I. Upon the completion of Phase I (136 units) and recordation of this Declaration, each unit in Phase I shall have an undivided share in the ownership of the common elements and the common surplus equal to one-one hundred-thirty-sixth ($1/136$) of one hundred percent (100%). This percentage interest in the ownership of the common elements and common surplus shall be ascertained by dividing 100% (numerator) by the total number of units in Phase I (136) (denominator); the resulting figure being the undivided percentage ownership of the common elements and common surplus attributable to each unit in Phase I prior to the recordation of any amendment submitting additional units to condominium ownership pursuant to this Declaration.

11.2 Additional Phases. As any additional phases are completed and submitted to condominium ownership, as set forth in Paragraph 4 herein, the undivided share of the ownership of the common elements and the common surplus attributable to each unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all units submitted to the condominium form of ownership on the following basis:

(a) The adjusted percentage of the undivided ownership of the common elements and common surplus shall be computed by dividing one hundred percent (100%) (numerator) by the cumulative total of all units presently submitted to condominium ownership pursuant to this Declaration and all amendments thereto (denominator). For example, upon completion of Phase II and the recordation of an amendment to this Declaration submitting Phase II to condominium ownership, the common elements and common surplus attributable to each unit shall be computed by dividing 100% (numerator) by two hundred thirty-three (233) (denominator), which represents the cumulative total of all units submitted to condominium ownership pursuant to this Declaration at the time the amendment adding Phase II is recorded.

O.R. 1160 PG 0308

O.R. 1159 PG 1384

(b) The adjusted percentage of the undivided share in the ownership of the common elements and common surplus attributable to each unit automatically takes effect upon the recordation of each amendment submitting additional units to condominium ownership pursuant to this Declaration.

(c) The adjusted percentage of the undivided share in the ownership of common elements and common surplus attributable to each unit shall be binding upon the unit owner, their grantees, assigns, successors, executors or heirs of every unit previously submitted to condominium ownership pursuant to this Declaration.

11.3 Interval Ownership Units. In the case of the units committed to Interval Ownership as provided herein, each owner of a Unit Week in said units will own in remainder a percentage share of the unit and the percentage interest assigned to the unit as provided in this Section 11 in the amount of 1/52 of 100%.

12. EXPENSES AND COMMON SURPLUS.

12.1 Liability for Common Expenses. Except as specifically provided elsewhere in this Declaration, each unit owner shall be liable for his portion and share of the common expenses in an amount equal to his undivided share of ownership of common elements as set forth in Paragraph 11 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance and all other expenditures on behalf of the condominium for which the Association shall be responsible. In the case of co-ownership of a unit, liability shall be joint and several.

12.2 Common Surplus. The common surplus shall be owned by unit owners in accordance with the provisions set forth in Paragraph 11 hereinabove as they relate to the undivided share in the ownership of the common elements and common surplus attributable to each unit submitted to condominium ownership pursuant to this Declaration.

13. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the units and the condominium property, and restrictions on alteration and improvement shall be as follows:

13.1 Apartments.

(a) By the Association: Except as provided herein to the contrary, the Association shall maintain, repair and replace at the Association's expense:

(1) all portions of an apartment, except interior surfaces (interior surfaces include, but are not limited to, dry wall, interior plaster and painted surfaces), contributing to the support of an apartment building, which portions shall include, but are not limited to, load bearing walls, columns and the floor systems;

(2) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained; and

(3) all incidental damage caused to an apartment by such work.

(b) By the Non-Interval Ownership Unit Owner: The responsibility of an owner of a unit not committed to interval ownership shall be as follows:

(1) to maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners;

(2) not to paint or otherwise decorate or change the appearance of any portion of the exterior of any apartment, or of the common elements or of the exterior of any apartment building;

(3) to report promptly to the Association any defect or need for repairs for which the Association is responsible;

(4) under subparagraph 13.1(b)(1), the apartment owner shall have the sole responsibility for cleaning, maintaining, replacing and repairing apartment doors, door facings, windows, window facings and screens, unless the Association otherwise determines. All repairs and replacements thereof shall conform in color, style and quality to the plan and architecture of the building;

(5) maintenance by the apartment owner under subparagraph 13.1(b)(1) above, shall also include repair of water leaks occurring in his apartment to his plumbing equipment (i.e., a leaky sink or toilet or pipe thereto) and the repair of mechanical and other equipment located in and servicing his apartment (i.e., telephone, heating, cooking, refrigeration,

cooling and other equipment located in his apartment). All such repairs shall be made solely at the owner's expense and only by appropriately licensed plumbing, electrical or other persons approved by the Board of Directors of the Association or its designated agent. No apartment owner shall make the mechanical adjustments to any other equipment on the condominium property, such as the limited common elements, or that are located in any meter area, or to any TV antenna or amplifier; and

(6) maintenance by the apartment owner under 13.1(b)(1) above, shall also include the cleaning and maintenance of the balcony or patio included within the apartment, including, but not limited to, the repair and replacing of any screens, doors aluminum framing, painting in a color identical to the exterior walls of the buildings, and refraining from placing any unsightly materials of any nature on the balcony or patio which unreasonably detract from the appearance of the condominium. In the event of doubt as to the nature of the repairs and sightliness of the balcony or patio, the doubt shall be resolved by the Board of Directors of the Association.

(c) By the Interval Ownership Unit Owner: The responsibility of an owner of a unit committed to Interval Ownership shall be as follows:

(1) To pay his proportionate share of the cost of the maintenance and repair of all interior and exterior components of said unit, the cost of maintenance, repair and replacement of all appliances, furniture, carpeting, fixtures, equipment, utensils, and other personal property within said units, and such other costs of repair, maintenance, upkeep and operation of the unit as is necessary to the continued enjoyment of said unit by all said owners of Unit Weeks therein.

(2) Not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the common elements, limited common elements, outside or exterior portion of the buildings whether within a unit or part of the limited common elements or common elements, exterior or interior of his unit, or of the furnishings, appliances, personal property, or decor thereof, without the prior written consent of the board of directors of the Association, and all other owners of Unit Weeks therein.

(3) Expenses of repairs or replacements to the unit or its components, furnishings, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse of any owner of Unit Weeks in any unit, or any licensee or tenant of said owner, shall be borne in their entirety by said owner.

(4) The Association shall determine the interior color scheme, decor and furnishings of each such unit, as well as proper time for redecorating and replacements thereof.

(d) Alteration and Improvement: Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the portions or an apartment or apartment buildings that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment buildings, or impair any easements, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. The Board of Directors may establish a special committee to review such requests. No alterations shall be permitted which are not, in the judgment of the Board of Directors or its designated committee, consistent with the architectural style and quality of the condominium.

13.2 Common Elements.

(a) By the Association: Except as provided in subparagraph 13.2(b), the maintenance and operation of the common elements, including the limited common elements, shall be the responsibility of the Association, and in regard to the common elements, except limited common elements, a common expense; but in regard to the limited common elements, a special common expense of the unit(s) to which the limited common elements are appurtenant.

(b) Alteration and Improvement: After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of common elements without prior approval in writing by the record owners of all of the units; provided, however, that any alteration or improvement of the common elements, including the limited common elements, bearing the approval in writing of the record owners of not less than seventy-five percent (75%) of

the common elements, and which does not interfere with the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the initial cost of such alteration or improvement. The share of any cost not so assessed shall be assessed to the other unit owners in the proportion that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an unit owner in the common elements altered or further improved, whether or not the unit owner contributes to the cost of such alteration improvement.

13.3 Enforcement of Maintenance: In the event that maintenance, replacements and repairs required to be made by a unit owner are not made within fifteen (15) days after written notice thereof by the Association or its agent, the Association or its agent shall have the right, but shall not be obliged, to enter the unit or limited common element and make the maintenance, replacements or repairs; provided, however, if in the opinion of the Association an emergency exists which jeopardizes other unit owners or the condominium property, the Association may, but shall not be obliged to, enter or authorize its agent to enter the apartment to make such maintenance, replacements or repairs immediately with or without notice. Such work shall be done without disturbing the rights of other unit owners to the extent reasonably possible. The unit owner shall be assessed the cost of such maintenance, replacements or repairs. Furthermore, the Association or any unit owner may seek compliance herewith by a unit owner in a court of law or equity. The Association shall have the power to assess the unit owner for all costs of such maintenance, replacements or repairs and costs incurred in seeking compliance as to his unit or limited common elements, including reasonable attorney's fees; provided, however, any lender or owner (in the event the Association fails to comply) may apply to a court to appoint a receiver to carry out the terms and conditions required to be performed by the Association.

14. ASSESSMENTS. The making and collection of assessments against unit owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

14.1 Share of Common Expense. Each unit owner is liable for the common expenses and shall share in the common surplus, as provided in Paragraph 12 hereinabove. Unless specifically otherwise provided in the

Declaration or its exhibits, all assessments made against unit owners of this condominium for common expenses shall be uniform and shall be in such proportion that the amount of the assessment levied against each such unit owner shall bear the same ratio to the total assessment made against all unit owners of this condominium as does the undivided interest in common elements appurtenant to each unit bear to the total undivided interest in common elements appurtenant to all units without increase or diminution for the existence or lack of existence of any exclusive right to use an area constituting limited common elements which may be appurtenant to any unit provided, however, that any special common expense connected with a limited common element shall only be assessed against the unit to which it is serving or to which it is appurtenant, and such charge shall not otherwise affect the share of the common surplus or liability for common expense. Provided further, however, that during any period of time in which less than all of the buildings of the condominium are being maintained and operated by the Association, such as the maintenance and operation of some of the buildings pending reconstruction of a building or buildings after a casualty, the common expenses attributable to the maintenance and operation of such buildings being maintained and operated by the Association shall be assessed only to the unit owners in those buildings and, as to common expenses, in the proportions which their respective shares in the common surplus bear to each other. Except as provided in the Bylaws of the Association, or as elsewhere limited in the Declaration or its exhibits, prior to the time the Developer sells and transfers all of its interest in and to all of the units in this condominium, the Developer shall make payments of its share of the common expenses attributable to its interest in the units which have not been sold; provided however, that for the period of time applicable and for so long as the Developer in its contract for purchase and sale of units in the condominium guarantees the amount of the common expenses the Developer shall be excused from making payments for common expenses as provided in Florida Statutes 718.116(8)(b).

14.2 Interest, Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen

percent (18%) per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

14.3 Lien for Assessments; Other Sanctions. Unpaid assessments applicable to an unit shall constitute a lien on that unit and such lien shall also secure reasonable attorney's fees incurred by the Association or its agent incident to the collection of such assessment or enforcement of such lien.

Notwithstanding the above, it is specifically understood and agreed that the Association's lien above provided for shall be subordinate to the lien of an institutional first mortgagee or to the interest of an acquirer obtaining title to a condominium parcel as a result of the foreclosure of the first mortgage, or accepting a deed in lieu of foreclosure, and any such acquirer of title shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Said mortgagee or other acquirer of title shall, however, be responsible for all assessments for common expenses coming due subsequent to the date of Final Decree or Judgment of Foreclosure or the date of delivery of the deed in lieu of foreclosure.

In the case of a lien against an owner of unit weeks in a unit committed to Interval Ownership, said lien shall be limited to the unit week(s) owned by said owner and shall not encumber the property, real or personal, if any, of other owners of Unit Weeks in said unit.

In addition to any right to a lien arising from unpaid assessments, unit owners who fail to pay assessments when due may be prohibited from using any recreational or other facilities, access to which is provided by the management company.

14.4 Rental Pending Foreclosure. During any foreclosure of a lien for assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit and the Association shall be entitled to the appointment of a receiver to collect the same.

14.5 Notice of Default to Mortgagee. Notwithstanding anything to the contrary contained herein, a mortgagee of record on any unit in the

condominium which has advised the Association in writing of its Mortgage shall be entitled to written notice from the Association of any default by the mortgagor of such unit in the payment of assessments due the Association or any other default in the mortgagor's obligations under the Declaration or its exhibits and attachments which is not cured within thirty (30) days after default.

14.6 Developer's Liability for Assessments. The Developer shall be excused from the payment of the share of the common expenses and assessments relating to units it is offering for sale, for the period beginning with the recording of the Declaration of Condominium and ending on December 31, 1982. However, the Developer must pay the portion of common expenses incurred during that period which exceeds the amount assessed against the other unit owners.

15. THE ASSOCIATION. The administration and operation of the condominium shall be by the PARADISE LAKES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized under the laws of the State of Florida. The Association has all the powers and duties as set forth in the Condominium Act, as well as all the powers and duties granted to or imposed upon it by this Declaration; the Bylaws and Articles of Incorporation. Copies of the Bylaws and the Articles of Incorporation are attached hereto as Exhibits J and K, respectively, and made a part hereof. The Association is intended to operate this condominium and another condominium intended to be part of the Development, known as Paradise Lakes Individual Site Condominium, which is intended to contain forty-eight (48) lot-type condominium units.

15.1 Membership. The Developer and all persons (including corporations) hereinafter owning units in the condominium, and in Paradise Lakes Individual Site Condominium, whose interest is evidenced by the recordation of a proper instrument in the Public Records of Pasco County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

15.2 Voting Rights. An owner or owners of a single condominium parcel in this condominium or in Paradise Lakes Individual Site Condominium shall collectively be entitled to one (1) vote, which shall be cast by the

O.R. 1159 PG 1402

voting member. In the event that any person owns more than one (1) condominium parcel in the condominiums, such person shall be entitled to one (1) vote per parcel so owned. In the event that a condominium parcel is owned by more than one (1) person, such persons are entitled collectively to only one (1) vote per parcel.

Notwithstanding the foregoing, each owner of a Unit Week in a unit committed to Interval Ownership shall be entitled to vote at meetings of the Association and shall be entitled to one-fifty-first (1/51) vote for each Unit Week owned, as more specifically provided in the Bylaws.

15.3 Number of Members. Subject to Section 15.2, above, with regard to units which have been committed to Interval Ownership, there shall be one (1) voting member for each unit submitted to condominium ownership pursuant to this Declaration and amendments thereto and the Declaration of Condominium for Paradise Lakes Individual Site Condominium, for a maximum total of two hundred thirty-three (233) members.

15.4 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, or its own property, if any, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

15.5 Restraint Upon Assignment of Shares in Assets. The share of a unit owner in the funds of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

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

16. 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:

16.1 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. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

16.2 Coverage.

(a) Casualty: All buildings and improvements upon the land of this condominium shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation, underground utilities and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined periodically by the Board of Directors of the Association. The Board of Directors may cause the insurable property to be appraised periodically for the purpose of establishing insurance values. A copy of the appraisal shall be retained in the records of the Association. The cost of appraisal shall be a common expense. Such coverage shall afford protection against:

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

(2) Other risks: 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. Flood insurance for each building in the condominium shall be provided in the maximum amount required by law, unless the Association otherwise determines to provide a lesser amount, and such lesser coverage is consented to by institutional mortgages holding a majority of institutional first mortgages of record encumbering the units in the condominium.

(b) Public Liability: Public liability insurance to the extent of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate, or such greater amount and with physical injury and such other coverage as shall be required by the Board of Directors of the Association, including, but not

limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner or others.

(c) Workmen's Compensation: Workmen's compensation policy to meet the requirements of law.

(d) Other Insurance: Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

16.3 Premiums. Premiums upon insurance policies insuring this condominium which are purchased by the Association shall be paid by the Association as a common expense chargeable as part of the budget expenses of this condominium.

16.4 Insurance on Units Committed to Interval Ownership. The Board of Directors of the Association shall obtain casualty as is needed on all units committed to Interval Ownership, in such amounts and with such coverage as shall be required by the Board of Directors. Each such policy shall reflect the respective interests of the Association and all owners of Unit Weeks in such unit. The named insured shall be the Association, individually and as agent for all of the Unit Week owners in each such unit, without naming them, and as agent for their mortgagees. Casualty insurance shall be in an amount equal to the maximum insurable replacement value of the unit and the personal property therein without deduction for depreciation as determined annually by the Board of Directors of the Association. The premium shall be part of the Interval Ownership Maintenance Fee. All losses thereunder shall be payable to the insurance trustee hereinafter designated. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined herein, to be divided among all owners of Unit Weeks in such unit in accordance with their percentage interest in the remainder. Any deficit or overage in such proceeds, after repair or replacement, shall be divided among all such owners of Unit Weeks in such unit in accordance with the percentage ownership of the common elements attributable to each such unit pursuant to Section 11 of this Declaration. Any deficits shall be treated as part of the maintenance fee next due.

16.5 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association for this condominium shall be for the benefit of

the Association, the unit owners of this condominium and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to Johnson, Blakely, Pope, Bokor & Ruppel, P.A., as Trustee, or to such Successor Trustee or Co-Trustee as may be designated as Insurance Trustee by the Board of Directors of the Association, which Trustee is referred to in this instrument as the "Insurance Trustee." The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners of this condominium and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements: Proceeds on account of damage to common elements shall be distributed to the Trustee as an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit, except in regard to limited common elements which shall be allocated for this purpose as units under Paragraph 16.5(b).

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

(1) When the building is to be restored: When the building is to be restored for the owners of damaged units and their mortgagees, as their interests may appear, the cost shall be paid in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(2) When the building is not to be restored: When the building is not to be restored, an undivided share for each unit owner, his mortgagee as their interests may appear; provided, however, that neither any mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

O.R. 1159 PG 1406

O.R. 1160 PG 0320

16.6 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) Expense of the Trust: All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

(b) Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs 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 any mortgagee of an unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the unit owners and their mortgagees, as their interests may appear, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(d) Certificate: 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 or other authorized officer as to the names of the unit owners and their respective shares of the distribution.

16.7 Association as Agent. Except as otherwise required by the Condominium Act or the Bylaws of the Association, the Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon an unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

16.8 Association Property. Insurance maintained by the Association on Association property and the repair and maintenance of Association property shall be assessed as a common expense. Such insurance shall be payable to the Association and its mortgagee, if any, and not to the Insurance

**UNOFFICIAL
DOCUMENT**

Trustee. Liability and property damage and other insurance coverage and amounts on Association property shall be determined by the Board of Directors of the Association subject to the Bylaws of the Association.

17. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

17.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

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

(b) Apartment Building:

(1) Partial destruction: If the damaged improvement is an apartment building, and if any apartment-type unit in the building is found to be tenantable, or if none of the apartments are tenantable but subparagraph 17.1(b)(2) does not apply, the damaged property shall be reconstructed or repaired.

(2) Total destruction: If the damaged improvement is an apartment building, and the damage is caused by fire or other insured casualty and if none of the apartments in all of the buildings in the condominium are found to be tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without further agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) 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 Secretary or other authorized officer to determine whether or not the damaged property is to be reconstructed or repaired.

17.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not so in accordance, then according to plans and specifications approved by the Board of Directors of the Association and the institutional mortgagees holding liens on the units and if the damaged property is an apartment building, by the owners of not less than seventy-five

percent (75%) of the common elements of the condominium and by the owners of all damaged apartments in the building, which approval shall not be unreasonably withheld.

17.3 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 unit 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.

17.4 Estimate of Costs. Immediately after a determination 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.

17.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units or in the case of limited common elements, own the units to which the limited common elements are appurtenant, and against all unit owners of this condominium in the case of damage to common elements other than limited common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units and limited common elements shall be in proportion to the cost of reconstruction and repair to their respective units and appurtenant limited common elements. Such assessments on account of damage to common elements (other than limited common elements) shall be in proportion to the owner's share in the common elements.

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

(a) Association: If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than Ten

Thousand Dollars (\$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 a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Ten Thousand Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(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 Ten Thousand Dollars (\$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 and upon approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(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 by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to the unit, then to the unit owner 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

payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

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

18. MAINTENANCE AND MANAGEMENT AGREEMENT. Simultaneously with the execution of this Declaration, the Association through its original officers and directors, has entered into a Maintenance and Management Agreement with Paradise Lakes Management Co., Inc., a copy of which Agreement is attached hereto as Exhibit L. Among other things, that Agreement provides that the Management Company shall perform certain maintenance and management functions on behalf of the Association, including the repair and maintenance of the condominium property, the collection from unit owners of charges, assessments and common expenses assessed by the

Association, and the supplying to members of the Association use of recreation facilities located within the Club and full use of all Club facilities.

The unit owners' right to use such recreational facilities pursuant to the Agreement is subject to the obligation of the unit owners to adhere to and obey the rules and regulations applicable to such facilities. Violation of such rules and regulations may subject unit owners to expulsion on a temporary or permanent basis from such facilities. Expulsion from or non-use of the facilities does not excuse any unit owner from liability for any portion of assessments levied against his unit.

Each unit owner, his heirs, successors and assigns, shall be bound by said Agreement to the same extent and effect as if he had executed said Agreement. Each unit owner acknowledges that some or all of the persons comprising the first Board of Directors and officers of the Association are also directors, officers and/or stockholders of the Management Company and the Developer.

Amendment or revision of the Agreement shall not require the procedures for an amendment or change to the Declaration or the Bylaws and may be accomplished by execution of an amendment executed by the parties to the Agreement with the formality required for deeds and duly filed in the Public Records of Pasco County, Florida.

19. USE RESTRICTIONS. In order to provide for a congenial community dedicated to the nudist way of life in a wholesome, healthy and attractive environment, the use of condominium property shall be in accordance with the following provisions as long as the condominium exists.

19.1 Single-Family Residences. Except for uses permitted to the Developer by the other provisions hereof, no unit shall be used for any purpose other than as a single-family residence, except for Unit Nos. 1 and 2, Building G in Phase II may rent portions thereof separately. Notwithstanding the foregoing, nothing in this Declaration shall be construed to restrict the Developer, or any successor in interest to the Developer, from selling and/or conveying any unit under a plan of Interval Ownership, or any person, group of persons, corporation, partnership, or other entity, from selling, reconveying, or in any other way, transferring same, at any time under said plan of Interval Ownership.

19.2 Nudism. The condominium is being developed as a part of a nudist community, resort and development. Accordingly, all unit owners and occupants shall be required to practice social nudism while on the condominium property and shall at all times behave in a manner consistent with the tenets of social nudism, including respecting the right of privacy of other occupants of the condominium and the Development. The Association may from time to time promulgate rules and regulations relating to the practice of nudism on the condominium or Development property and all unit owners, their guests, tenants, invitees, and lessees shall be required to adhere to such rules.

19.3 Repair and Utilities. Each unit owner shall keep and maintain the interior of his unit in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the unit, whether inside or outside of the unit. All unit owners shall promptly pay for all utilities which are separately metered to the unit.

19.4 Signs. Without prior written approval of the Board of Directors of the Association, no unit owner shall cause any sign of any nature whatsoever to be posted or affixed to any of the common elements, or in or on his unit if such sign may be seen from any portion of the common elements, except for nameplates, which shall be uniform in size and design and approved by the Board of Directors.

19.5 Pets. Common domestic pets shall be allowed in the units, subject to reasonable rules that may be adopted by the Association. No pets shall be raised for commercial purposes. Owners with pets shall be responsible to assure that their pets do not create a nuisance or interfere with the rights of other occupants. No pets shall be permitted in units committed to interval ownership.

19.6 Damage, Alterations. A unit owner shall be liable to the Association for damage to the common elements caused by the unit owner, or the invitee or lessee of the owner. Each unit owner agrees to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the directors of the Association. No unit owner shall make or permit alterations within the apartment, other than alterations relating to interior finishes and wall or floor coverings, without the written consent of the Board of Directors of the Association.

19.7 Storage. All common hallways and passages in the apartment buildings shall be kept free for their intended use by the unit owners in common, and may not be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

19.8 Drying. No clothing, bedding or other similar items shall be dried or aired in any outdoor area, the balconies or patios, nor shall same be dried or aired in any unit where such clothing, bedding or other similar items may be seen from the common elements.

19.9 Antennas. No individual exterior radio, TV, or electronic antennas shall be allowed, provided that lightning rods shall not be prohibited hereby, so long as they are approved by the Board of Directors of the Association.

19.10 Trash. All garbage or trash shall be placed in the disposal installations provided for such purposes by the Association.

19.11 Noise. All occupants of units shall exercise extreme care about making noise, or in the use of musical instruments, radios, televisions and amplifiers that may tend to disturb the other occupants.

19.12 Nuisances, etc. No owner or occupant shall commit or permit any nuisance, illegal or immoral act in his unit or the condominium property.

19.13 Drugs, Alcohol. No illegal drug or controlled substance shall be used or possessed in a unit or on the condominium property, and all occupants shall use discretion and moderation in the consumption of alcoholic beverages.

19.14 Alteration of Common Elements. Unit owners shall not make any alterations to the common elements; only the Association, upon the affirmative vote of two-thirds (2/3) of the apartment owners, may make these alterations.

19.15 Parking, Recreational Vehicles. No recreational vehicles, travel trailers, campers or mobile homes shall be parked or stored on the condominium property except in areas which may be designated by the Board of Directors for such use. No vehicles shall be parked on the common elements except in designated parking areas. In the event of violation of this restriction, in addition to any other rights or remedies available hereunder or by law, the Association or its managing agent shall be permitted to remove all such vehicles in violation of this restriction from the condominium property without cost of liability to the Association or the managing agent.

19.16 Alteration of Apartments. Except as otherwise permitted hereunder, apartment owners shall not make any alterations to the apartments that would change the exterior appearance of the apartment. Specifically, but without limiting the generality of the preceding sentence, no solar or other films shall be placed on the windows. Drapes may cover the windows from the inside, but they must have white liners to preserve the uniformity of the exterior appearance.

19.17 Enforcement. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association against a unit owner, and/or the members of his family, his guests, invitees, tenants and lessees. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees incurred in prosecuting or defending the action.

19.18 Amendment of Restrictions. The foregoing restrictions may only be amended by the affirmative vote of two-thirds (2/3) of the unit owners. Other rules and regulations not inconsistent with the foregoing restrictions, as amended from time to time, may be adopted by the Board of Directors of the Association.

19.19 Proviso. Provided, however, that until Developer has closed the sales of all of the units and/or unit weeks in the condominium, or until some of the units have been sold and none of the other units in the condominium are being offered or held by the Developer for sale in the ordinary course of business, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such sale, including, but not limited to, maintenance of sales office, the showing of the property and the display of signs, and as provided elsewhere herein.

20. TRANSFER OF CONDOMINIUM PARCELS.

20.1 Leasing. Only entire units may be leased, and only the lessee, and his family, servants, and guests may occupy the unit under authority of any lease.

20.2 Sales.

(a) A unit owner shall have the right to sell his condominium parcel, subject only to the option herein granted to the Association to pur-

chase that parcel. Such owner desiring to sell his condominium parcel shall first give notice to the Association through its Board of Directors or an officer thereof by the submission of a copy of the contract of sale which shall include the purchase price and name of the proposed purchaser. The Association shall have ten (10) days commencing from the date of the submission of the contract of sale within which to exercise its option right by giving written notice to the owner of the Association's election to acquire said condominium parcel for the price specified in the contract of sale, agreeing to close within thirty (30) days from the receipt of owner's notice and to pay the purchase price in cash at closing.

(b) In the event the Association does not give written notice of its election to exercise its option right as aforesaid, or fails to close within thirty (30) days from date of receipt of the notice of owner to sell, then in either event, the Association shall forfeit its option right and the unit owner shall be free to sell and convey said condominium parcel to the purchaser shown in the contract of sale.

(c) In the event the Association either elects not to exercise its option right or such option right is forfeited as aforesaid, the Association shall, upon request of purchaser, advise purchaser by writing executed in such manner as to entitle it to be recorded in the Public Records of Pasco County, Florida, that the Association received notice of the proposed sale and elected not to exercise its option right.

(d) The above and foregoing provisions of this paragraph 20 shall not be applicable to a lease or transfer by the Developer; to a lease or transfer by a unit owner to his spouse, children or parents; to a sale or transfer pursuant to the foreclosure of the mortgage of an institutional mortgagee; to the voluntary acceptance of a transfer of title in lieu of such foreclosure; or to the sale or lease of a unit by an institutional mortgagee following foreclosure or acceptance of a deed in lieu of foreclosure.

21. COMPLIANCE AND DEFAULT. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium and its exhibits and the regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a unit owner to comply with such documents and regulations shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act, this Declaration, its exhibits or by law:

21.1 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of 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 to limited common elements, by the unit owner.

21.2 Costs and Attorney's 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, or its exhibits, or the 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 such reasonable attorney's fees as may be awarded by the court.

21.3 No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, or its exhibits, or the regulations shall not constitute a waiver of the right to do so thereafter.

22. AMENDMENT OF DECLARATION

22.1 Generally. This Declaration may be amended by affirmative vote of two-thirds (2/3) of the condominium unit owners at a meeting duly called for such purpose; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional mortgagee having a mortgage or other lien against any one or more condominium parcels, or any other record owners of liens thereon, save and except if such amendment is for the purpose to correct an error or omission in the Declaration or in other documentation required by law to establish the condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one percent (51%) of the condominium unit owners present or represented by written proxy in accordance with the Bylaws, recorded among the Public Records of Pasco County, Florida, provided, however, that the property rights of the owners are not materially or adversely affected by such amendment.

22.2 Changes in Condominium Units. However, no such amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenants to such unit, nor change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus, unless the record owner thereof and all record owners of liens thereupon shall join in the execution of the amendment; provided, further, however, that any vote for an amendment to the Declaration of Condominium which in any way relates to a change in the percentage of ownership in the common elements or sharing of common expense as it pertains to each unit owner or condominium parcel, shall be conducted by secret ballot, save and except amendments made by the Developer pursuant to the provisions of Paragraph 4 hereinabove for the purposes of submitting additional phases to condominium ownership pursuant to the terms of this Declaration.

22.3 Scrivener's Errors. Pursuant to Section 718.110(5) of the Condominium Act, amendments to the Declaration to correct certain scrivener's errors described in said section may be corrected by filing an amendment to the Declaration approved by a majority of the unit owners.

22.4 Additional Phases. Notwithstanding anything contained herein, the Developer retains the right to amend this Declaration from time to time pursuant to the provisions set forth in paragraph 4 hereinabove for the purpose of submitting additional phases to condominium ownership pursuant to the terms of this Declaration.

22.5 Time-Share Estates. Notwithstanding anything contained herein to the contrary, the Developer reserves the right to amend this Declaration from time to time pursuant to the provisions of Paragraph 26 hereof for the purpose of creating time-share estates (interval ownership) in this condominium pursuant to this Declaration and the Condominium Act.

22.6 Proviso.

(a) Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the

amendment. No amendment shall be made which affects or diminishes any right reserved to the Developer as Developer under the Declaration and its exhibits without the express written consent of the Developer or the Developer's assigns.

(b) Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by a mortgagee or which would alter, amend or modify, in any manner whatsoever the rights, powers, and privileges granted and reserved herein in favor of any mortgagees or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be.

22.7 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Pasco County, Florida.

23. TYPE OF OWNERSHIP. Ownership of each condominium parcel shall be by warranty deed from the Developer, conveying a fee simple interest to each condominium parcel. There shall be included in each said parcel the undivided share in the common elements and common surplus herein specified together with any limited common elements appurtenant to each said parcel.

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

24.1 Destruction. If it is determined in the manner elsewhere provided that an apartment building shall not be reconstructed because of total destruction, the condominium form of ownership will be terminated without further agreement.

24.2 Certificate. The 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 or other authorized officer certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Pasco County, Florida.

24.3 Shares of Owners After Termination. After termination of the condominium, the unit owners shall own the fee simple estate and improvements thereon as tenants in common in undivided shares that shall be the

same as the undivided shares in the common elements appurtenant to the owner's unit prior to the termination. Such termination shall not terminate any agreement entered into with any other association(s) to share recreational facilities, and said agreement(s) shall remain in full force and effect and binding upon the unit owners unless such agreements shall be terminated in accordance with their terms.

24.4 Duties of Owners After Termination. No termination shall be effective to terminate or otherwise modify the obligation to bear the specified share of the area or other common costs; and each interest arising as a result of any such termination and the owner thereof shall be chargeable and remain liable therefor to the same extent as herein provided.

24.5 Termination of Interval Ownership.

(a) It is understood that in the year 2032, the owners of units committed to Interval Ownership hereunder shall become tenants in common. The Board of Directors of the Association shall, no less than thirty days, nor more than sixty days, prior to the actual date of such conversion to tenancy in common, call a meeting of all owners of Unit Weeks in units committed to Interval Ownership. At such meeting, vote shall be taken to decide the disposition of the units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all owners of Unit Weeks in the units committed to Interval Ownership. At such meeting, the owners, by majority vote, may vote to continue their intervals, in which case the restricted covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than thirty (30) days, nor more than sixty (60) days, prior to the actual expiration of said ten-year period, call a meeting of all owners of Unit Weeks in units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all owners of Unit Weeks in units committed to Interval Ownership. The owners may then vote to continue the intervals for an additional ten-year period. This process shall be repeated at the end of each successive ten-year period. Should less than a majority of the owners vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall take steps to discontinue the Interval Ownership program at the condominium, at which time the Board of Directors of

the Association and any owner of a Unit Week in a unit committed to Interval Ownership shall have the right to take such action as permitted by this Declaration and the laws of the State of Florida. This shall include, but shall not be limited to, filing suit in a court of competent jurisdiction in Pasco County, Florida, for partition of the units, permitted by applicable law.

(b) In the event the owners vote to continue their Unit Weeks as provided for above, then each owner shall have the exclusive right to occupy his unit, and as between owners to use and enjoy the common elements of the condominium, and the rights and easements appurtenant to his unit during his unit weeks (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorize others so to do, together with the nonexclusive right in common with all other owners, but only when acting through the Association), to maintain and repair the units during maintenance weeks. No owner shall occupy his unit, or exercise any other rights of ownership, in respect to his unit, other than the rights herein provided, during any other Unit Week unless expressly so authorized by the owner entitled to occupy the unit during such unit week or during any maintenance week except when acting through the Association. Each owner shall keep his unit and all furnishings in good condition and repair during his Unit Week(s), vacate the unit at the expiration of his Unit Week(s), remove all persons and property therefrom, excluding only furnishings, leave the unit in good sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time in rules promulgated by the Association.

(c) Subject to the laws of the State of Florida, no owner or other person or entity acquiring any right, title or interest in any unit shall seek or obtain through any legal procedures, judicial partition of the unit or sale of the unit in lieu of partition at any date prior to the expiration of each successive ten-year period voted by a majority of owners. If, however, any Unit Week(s) shall be owned by two or more persons as tenants in common or as joint tenants, nothing herein contained shall prohibit judicial sale of the Unit Week(s) in lieu of partitions as between said co-tenants or joint tenants.

24.6 Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

[O.R. 1159 PG 1421]

25. CONDOMINIUM DISCLOSURE REQUIREMENTS. In accordance with Section 501.205, Florida Statutes, certain rules and regulations were promulgated concerning fair practice disclosure in connection with condominiums and condominium developments. Under the rules and regulations, it is deemed an unfair trade practice for a Developer of a condominium to fail to fully disclose, in writing, to prospective purchasers of a condominium, the schedule and formula for transfer of control of the Association from the Developer to the unit owners.

25.1 Transfer of Control. The formula adopted for transfer of control by the Developer is as follows:

(a) When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

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

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

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

(4) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units.

For purposes of this Declaration and its exhibits, the Developer will have been deemed to have elected to relinquish control when he no longer has a representative on the Board of Directors.

25.2 Method of Transfer of Control. Prior to or within a reasonable time, such reasonable time not to exceed sixty (60) days, after unit owners other than the Developer elect not less than a majority of the members of the Board of Directors of the Association, as required by the Condominium Act and the Articles of Incorporation of the Association, the Developer shall deliver to the Association all property of the Association members and of the Association held by or controlled by Developer, including, but not limited to, the following items, if applicable, as to each condominium operated by the Association:

(a) The original, certified copy or a photocopy of the recorded Declaration reflecting recording information and certified by the Developer, its officer or agent as being a true and complete copy of the recorded Declaration, Articles of Incorporation, Bylaws, minutes and other corporate books, records and regulations.

(b) Resignations of officers and members of the Board of Directors elected or appointed by the Developer which are being replaced.

(c) An audit and accounting, which need not be certified, for all Association funds, performed by an auditor independent of the Developer, including capital accounts, reserve accumulations in accordance with Section 718.504(20)(c), and contributions.

(d) Association funds or control thereof.

(e) All tangible personal property that is represented by the Developer to be a part of the common elements of the condominium or that is ostensible part of the common elements of the condominium or that is property of the Association, and an inventory of such property.

(f) Insurance policies.

(g) Any certificate(s) of occupancy issued within one (1) year of the date of creation of the condominium.

(h) Any other permits issued by governmental bodies applicable to the condominium which are currently in force or were issued within one (1) year prior to the date the Association obtained the right to elect a majority of the Board of Directors of the Association.

(i) Written warranties of the condominium contractor, subcontractors or suppliers that are still effective.

(j) Roster of unit owners, their addresses and telephone numbers, if known, as shown on Developer's records.

(k) Leases as to which unit owners or the Association is lessee or lessor.

(l) Employment contracts in which the Association is a contracting party.

(m) Service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the unit owners have directly or indirectly the obligation or responsibility to pay all or part of the fees charged for services.

(n) Other contracts as to which the Association is a party.

26. TIME-SHARING. TIME-SHARING ESTATES, AS DEFINED IN SECTION 718.103(19) OF THE CONDOMINIUM ACT, MAY BE CREATED WITH RESPECT TO UNITS IN THIS CONDOMINIUM.

26.1 Committing Units to Interval Ownership. A unit shall become a unit committed to Interval Ownership upon the recording of the first deed in said unit, conveying Unit Weeks by the Developer or by any subsequent unit owner. If all Unit Weeks in a particular unit are owned by the same legal entity, such entity may elect to cause such unit to cease to be committed to interval ownership by giving the Association notice of such election and executing and recording in the Public Records of Pasco County, Florida, an instrument indicating such election. The Developer hereby expressly reserves the right to create such Interval Ownership with respect to the units in Phase I, Buildings B, C and I; and Phase II, Buildings H and K. The minimum duration of the recurring time period of the right to use, possess, or occupy such unit shall be one week. The maximum number of units in the condominium that may be committed to Interval Ownership are 32 units in Phase I and 20 units in Phase II, for a total of 52 units in all phases of the condominium and a maximum of 2704 unit weeks, including the unit week conveyed to the Association as provided in paragraph 26.4.

26.2 Maintenance Fee for Units Committed to Interval Ownership. In addition to a proportionate share of the common expenses attributable to such unit (as if it were not committed to interval ownership), pursuant to paragraph 12, above, all owners of Unit Weeks and units committed to Interval Ownership hereunder shall pay an "Interval Ownership Maintenance

Fee." The Interval Ownership Maintenance Fee shall include the following items:

- (a) Repair and upkeep of the unit for normal wear and tear, such as repainting interior walls and similar maintenance;
- (b) Repair and replacement of furniture, fixtures, appliances, carpeting and utensils, including reserves therefore;
- (c) Casualty insurance on the unit;
- (d) Management fee;
- (e) Utilities for the unit; and
- (f) Any other expenses incurred in the normal operations and maintenance of the unit which cannot be attributed to a particular Unit Week owner.

Such Interval Ownership Maintenance Fee shall be prorated among all owners of the Unit Weeks in the specific unit by applying a fraction, the numerator of which is the number of Unit Weeks owned by a specific owner, and the denominator of which is 51, to the total of all such expenses. Provided, however, that the foregoing shall not apply to any Unit Week conveyed to the Association. Provided further, that such Interval Ownership Maintenance Fee shall not be charged with respect to any unit committed to interval ownership if all unit weeks therein are under common ownership.

26.3 Payment of Maintenance Fees. Notwithstanding any other provisions of this Declaration, or its exhibits, Interval Ownership Maintenance Fees for units committed to Interval Ownership and the share of common expenses attributable to each unit week in such units shall be due and payable annually on the fifteenth day of January, in advance, unless otherwise ordered by the Board of Directors of the Association.

26.4 Maintenance Week and the Units Committed to Interval Ownership. Upon conveying thirty (30) Unit Weeks in any unit committed to Interval Ownership, or six (6) months from the date of first conveyance under Interval Ownership in any unit committed to Interval Ownership, whichever date occurs first, the Developer or unit owner agrees to convey and the Association agrees to accept one Unit Week to be used for maintenance purposes; provided, however, that if all unit weeks in a particular unit are conveyed by Developer to one person or entity, then it shall not be necessary to convey a Unit Week to the Association until such owner has

conveyed 30 Unit Weeks to subsequent purchasers. The Developer or unit owner shall have the right to choose the Unit Week to be so conveyed. In the event that any one person, or other legal entity, becomes holder of record title to all Unit Weeks in any one unit, that person, or other legal entity, may cause the Association to convey such Unit Week conveyed to the Association to it by notifying the Association in writing, of its desire that said unit cease being a unit committed to Interval Ownership. The Association shall execute the necessary documents to complete said conveyance no later than sixty (60) days after said notice. All expenses of such conveyance, including state documentary tax stamps and recording fees, shall be borne by the person desiring such conveyance.

26.5 Holdover Interval Owners.

(a) In the event any owner of a Unit Week in a unit committed to Interval Ownership fails to vacate his unit at the expiration of his period of ownership each year, or such earlier date as may be fixed by the rules and regulations adopted by the Association from time to time, he shall be deemed to be a "Holdover Owner." It shall be the responsibility of the Association to take such steps as may be necessary to remove such Holdover Owner from the unit, and to assist the owner of any subsequent Unit Week, who may be affected by the Holdover Owner's failure to vacate, to find an alternative accommodation during such holdover period.

(b) In addition to such other remedies as may be available to it, the Association shall secure, at its expense, alternate accommodations for any owner who may not occupy his unit due to the failure to vacate of any Holdover Owner. Such accommodations shall be as near in value to the owner's own unit as possible. Such Holdover Owner shall be charged for the cost of such alternate accommodations, and any other costs incurred due to his failure to vacate and an administrative fee of One Hundred Dollars (\$100.00) per day, or such administrative fee which is specified in the rules and regulations, during such period of holding over. In the event that it is necessary that the Association contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the Holdover Owner, although the \$100.00 per day administrative fee shall cease upon actual vacating by the Holdover Owner.

(c) The Association shall submit a statement to the Holdover Owner in accordance with this paragraph. In the event that the Holdover Owner fails to pay same within ten (10) days of the date of presentment, a lien shall be filed against such Holdover Owner's Unit Week in accordance with the provisions of paragraph 14.3 hereof. Provided, however, that the rights and remedies available pursuant to this paragraph 26.5 shall be cumulative and shall be in addition to any other right or remedy available at law or equity.

26.6 Ad Valorem Taxes. Ad valorem taxes on a unit committed to Interval Ownership shall not be paid directly by the Association but shall be paid by the owner of each Unit Week. In the event the owners of each Unit Week are not billed individually for such taxes by the taxing authority, and the Association is billed, the Association shall assess and collect from each such Unit Week owner the ad valorem taxes with respect to each Unit Week.

26.7 No Right to Partition. No owner of a Unit Week within any condominium unit committed to Interval Ownership shall have any right to bring an action for partition or division of the condominium property with reference to other owners of Unit Weeks in such condominium unit, if at all, until such time as provided for in Section 24.5 above. No owner of Unit Weeks in a unit committed to Interval Ownership shall have the right to separate the estate for years from the remainder interest therein.

27. ADDITIONAL RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES.

In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, upon written request to the Association, to:

- (a) Examine the Association's books;
- (b) Receive notice of and attend Association meetings;
- (c) Receive notice of an alleged default by any apartment owner, for whom such Mortgagee holds a first mortgage, which is not cured within thirty (30) days of notice of such default to such apartment owner; and
- (d) Receive notice of any substantial damage or loss to any portion of the condominium property.

28. MISCELLANEOUS.

28.1 Covenants. All provisions of this Declaration and its exhibits shall be construed as covenants running with the land and each unit owner, his heirs, executors, administrators, successors and assigns shall be bound by all provisions of this Declaration and its exhibits.

28.2 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions.

28.3. Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed & delivered
in the presence of:

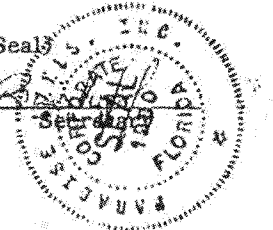
PARADISE LAKES, INC., a Florida
corporation

Angelo W. Paturea
Linda Ann Durst

By: Fred J. Bischoff
Fred J. Bischoff, President

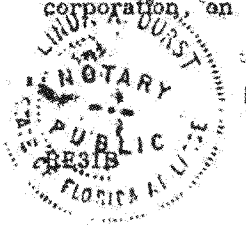
(Corporate Seal)
Attest: Paturea & Durst

DEVELOPER



STATE OF FLORIDA)
COUNTY OF Pasco)

The foregoing instrument was acknowledged before me this 1 day of November, 1981, by Fred J. Bischoff and Linda Ann Durst, as President and Secretary, respectively, of Paradise Lakes, Inc., a Florida corporation, on behalf of said corporation.



Linda Ann Durst
Notary Public
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 22, 1983
BONDED THROUGH MUROSKE-ARMSTRONG, INC.

This instrument prepared by:

Johnson, Blakely, Pope, Bokor & Ruppel, P.A.
P.O. Box 1368
Clearwater, Florida 33517

O.R. 1159 PG 1428

O.R. 1160 PG 0240

EXHIBIT “C”

UNOFFICIAL
DOCUMENT

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES, AND MOBILE HOMES**

IN RE: PETITION FOR ARBITRATION- CONDOMINIUM ELECTION DISPUTE

Filed with
Arbitration Section

**LACEY EVANS AND CHRISTOPHER
EVANS,**

SEP 12 2024

Petitioners,

Div. of FL Condos, Timeshares & MH
Dept. of Business & Professional Reg

v.

Case No. 2024-04-9932

**PARADISE LAKES CONDOMINIUM
ASSOCIATION, INC.,**

Respondent.

FINAL ORDER OF DISMISSAL DUE TO UNTIMELY FILING

THIS CAUSE has come on to be considered by the undersigned at the time of the initial filing of Petitioners' Amended Petition with the Division on September 10, 2024. The Amended Petition included allegations the election's results were announced by the Association on the date of the Annual Election which was on June 22, 2024. In order for the Department to have jurisdiction over this condominium election dispute Petitioner's Petition alleging an election dispute had to have been filed with the Department by **5:00 p.m. on August 21, 2024**. See Section 718.112(2)(d)(4)(c), Florida Statutes, which provides:

- c. Any challenge to the election process must be commenced within 60 days after the election results are announced.

(Emphasis supplied).

In this instance, Petitioner's original Petition was filed with the Department via facsimile transmission after the close of business (after 5:00 p.m.) on the sixtieth (60th) day following the announcement of the Annual Election results on June 22, 2024.¹ Petitioners' Petition was fully received for filing with the Department after 5:00 p.m. and was docketed as filed with the Department on August 22, 2024, pursuant to Rule 61B-45.010(5), Florida Administrative Code.² Consequently, due to the untimely filing of Petitioners' Petition with the Department the Department lacks jurisdiction over Petitioners' condominium election dispute and this matter must be dismissed because the filing by Petitioners with the Department was sixty-one (61) days after the date the Annual Election results were announced by the Association.

ACCORDINGLY, based upon the foregoing, it is **ORDERED**:

- (1) Petitioners' Petition is **DISMISSED**.
- (2) Arb. Case No. 2024-04-9932 is **CLOSED**.

DONE AND ORDERED this 12th day of September 2024, at Tallahassee, Leon County, Florida.



Kevin C. Beuttenmuller, Senior Attorney
Office of the General Counsel
Condominium Arbitration and

¹ Petitioners' Petition did not expressly state the date the election results were announced by Respondent. However, on September 10, 2024, in response to the Department's Order Requiring Filing of Amended Petition, Petitioners alleged in their Amended Petition the election results at issue were announced on June 22, 2024. (See paragraphs 12 and 13 of Petitioners' Amended Petition).

² Petitioners' facsimile transmission of the Petition to the Department was at **7:56 P.M.** on **August 21, 2024**. A mailed copy of the Petition was received for filing by the Department on August 26, 2024.

Mediation Program
Department of Business &
Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399-1030
Telephone: (850) 414-6867
Facsimile: (850) 487-0870

Certificate of Service

I hereby certify that a true and correct copy of the foregoing Final Order of Dismissal of Amended Petition has been sent by U.S. Mail, postage prepaid, and by e-mail to the following on this 12th day of September 2024:

Luis E. Martinez, Esq.
Perez Mayoral, P.A.
999 Ponce De Leon Blvd., Suite 705
Coral Gables, Florida 33134
eperez@pmlawfla.com
lmartinez@pmlawfla.com
Attorney for Petitioners



Kevin C. Beuttenmuller, Arbitrator

EXHIBIT “D”

UNOFFICIAL
DOCUMENT

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL
REGULATION DIVISION OF FLORIDA CONDOMINIUMS, TIME SHARES AND
MOBILE HOMES

IN RE: PETITION FOR ARBITRATION
LACEY EVANS, & CHRISTOPHER
EVANS

Case No.: 2024-04-9932

Petitioner(s),

v.

PARADISE LAKES CONDOMINIUM
ASSOCIATION, INC.

Respondent.

_____ /

MOTION FOR REHEARING

Petitioner(s), **LACEY EVANS, & CHRISTOPHER EVANS** ("Petitioner") by and through its undersigned counsel, and pursuant to Rule 61B-45.044, Florida Administrative Code, respectfully files this Motion for Rehearing of the Department's Final Order of Dismissal Due to Untimely Filing entered on September 12, 2024, and in support thereof states as follows:

PROCEDURAL HISTORY

1. The Petitioner has filed this Complaint challenging the election process and results pursuant to Section 718.112(2)(d)(4)(c), Florida Statutes.
2. On Saturday, June 22, 2024, the Association announced the election results during the Annual Election. *See Exhibit "A."*
3. The Petitioner submitted the Petition for Mandatory Non-Binding Arbitration on August 22, 2024. *See Exhibit "B"*

PEREZ MAYORAL, P.A.
Attorneys at Law

4. The Department issued a Final Order of Dismissal Due to Untimely Filing on September 12, 2024. *See Exhibit "C."*

5. According to the final order of dismissal, the Department lacked jurisdiction over the Petitioner's Election Dispute because the Petitioners filed with the Department sixty-one (61) days after the Association announced the annual election results.

6. The Final Order of Dismissal cites Section 718.112(2)(d)(4)(c), Florida Statutes, which stipulates: "Any challenge to the election process must be commenced within 60 days after the election results are announced."

7. However, in this case, Rule 2.514(a)(1)(A) of the Florida Rules of General Practice and Judicial Administration, which is the binding authority for computing deadlines under Chapter 718, Florida Statutes.

8. Given that the election results were announced on a Saturday, the correct date from which to compute the filing deadline, pursuant to Rule 2.514(a)(1)(A), should have been June 24, 2024 and the filing deadline was August 23, 2024.

BASIS FOR HEARING & LEGAL ARGUMENT

9. Rule 61B-45.044(1), Florida Administrative Code, states: "A motion for rehearing may be filed within 15 days after the date of entry of the final order. The motion shall state with particularity the points of law or fact that the arbitrator has overlooked or misapprehended and shall not reargue the merits of the final order. Any response to the motion must be filed within 10 days of service of the motion."

10. In this case, the Department entered the Final Order of Dismissal on September 12, 2024. Therefore, this motion for rehearing is filed within the time prescribed by Rule 61B-45.044(1).

11. The Department correctly noted that any challenge to the election process must be commenced within 60 days after the announcement of the election results, as per Section 718.112(2)(d)(4)(c), Florida Statutes.

12. To determine the method for computing the filing deadline, according to Fla. R. Gen. Prac. & Jud. Admin. 2.514(a)(4)(A):

(a) Computing Time. The following rules apply in computing time periods specified in any rule of procedure, local rule, court order, or statute that does not specify a method of computing time.

(1) Period Stated in Days or a Longer Unit. When the period is stated in days or a longer unit of time:

(A) begin counting from the next day that is not a Saturday, Sunday, or legal holiday;

(B) count every day, including intermediate Saturdays, Sundays, and legal holidays; and

(C) include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, or falls within any period of time extended through an order of the chief justice under Florida Rule of General Practice and Judicial Administration 2.205(a)(2)(B)(iv), the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday and does not fall within any period of time extended through an order of the chief justice.

See Fla. R. Gen. Prac. & Jud. Admin. 2.514(a)(4)(A).

13. In addition, Rule 61B-45.009, Florida Administrative Code provides rules governing computation of time for filing and serving documents:

61B-45.009 Computation of Time; Service by Mail.

(1) In computing any period of time prescribed or allowed for the filing or service (i.e., mailing) of any document, *the day of the act from which the designated period of time begins to run shall not be included*. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday as prescribed by Section 110.117, F.S., in which event the period shall run until the end of the next business day. When the period of time allowed is 7 days or less, intermediate Saturdays,

Sundays, and legal holidays shall be excluded in the computation. In computing any period of time prescribed or allowed for the filing or service (i.e., mailing) of any document, the day of the act from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday as prescribed by Section 110.117, F.S., in which event the period shall run until the end of the next business day. When the period of time allowed is 7 days or less, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

See Fla. Admin. Code R. 61B-45.009.

14. As the sixty (60) day filing deadline to commence the Arbitration is derived from Section 718.112(2)(d)(4)(c), Florida Statutes, and the Statute does not provide a method for computing time periods, Rule 2.514 is the operative rule for determining the filing deadline in this case.

15. Because the sixty (60) day filing deadline to commence the Arbitration to challenge the election procedure and election outcome is specifically derived from Section 718.112(2)(d)(4)(c), Florida Statutes, unless the Statute provides a method for computing time periods, Rule 2.514 is the operative rule for purposes of determining the filing deadline in this case.

16. As Section 718.112(2)(d)(4)(c) is silent as to computation method, Rule 2.514 should take precedence over the administrative code provision as administrative agencies are bound by statutory limitations and cannot expand, alter, or contradict the provisions set forth in a statute which has been consistently enforced in Florida. *See Demario v. Franklin Mortgage & Inv. Co.*, 648 So. 2d 210, 214 (Fla. 4th DCA 1994); *Booker Creek Preservation, Inc. v. Southwest Florida Water Management Dist.*, 534 So. 2d 419 (Fla. 5th DCA 1988); *Campus Communications, Inc. v. Department of Revenue*, 473 So. 2d 1290 (Fla. 1985); *Seitz v. Duval County Sch. Bd.*, 366 So. 2d 119 (Fla. 1st DCA); *State v. Salvation Ltd., Inc.*, 452 So. 2d 65 (Fla. 1st DCA 1984).

Furthermore, in instances where an administrative rule conflicts with a statutory provision, the statute takes precedence. *Id.*, citing *Nicholas v. Wainwright*, 152 So. 2d 458 (Fla. 1963).

17. Therefore, the Department must apply Rule 2.514, not Rule 61B-45.009 to determine the filing deadline.¹

18. In this case, as the election results were announced on Saturday, June 22, 2024, the period to begin counting to determine the filing deadline for the Petition starts from June 24, 2024, which is the next day that is not a Saturday, Sunday, or legal holiday, as per Rule 2.514(a)(1)(A).

19. When computing sixty (60) days from Monday, June 24, 2024, the filing deadline for the Petition is August 23, 2024, at 5:00 P.M.

20. The Department acknowledged that the Petition was fully received and docketed as filed on August 22, 2024, thus the Petition was timely filed by the Petitioner within the filing deadline in accordance with Section 718.112(2)(d)(4)(c), Florida Statutes. *See Exhibit "B."*

21. Based on the foregoing factual foundation and legal basis, Petitioner respectfully moves the Department to reconsider the Final Order of Dismissal due to Untimely Filing and enter an Order granting Petitioner's Motion for Rehearing.

¹ Even if Rule 61B-45.009 were applied in this case, the Petition would still be considered timely filed. The election results were announced on Saturday, June 22, 2024. According to Rule 61B-45.009, the day of the act from which the designated period begins to run is excluded from the calculation. Consequently, the first date to commence counting would be June 23, 2024. When calculating sixty (60) days from June 23, 2024, the resulting filing deadline would fall on August 22, 2024. As the Petition was filed on August 22, 2024, it would have met the deadline requirement even under the application of Rule 61B-45.009. Thus, regardless of which rule is applied, the Petition should be deemed timely filed, as it was submitted within the prescribed 60-day period in both scenarios.

WHEREFORE, Petitioners, **LACEY EVANS and CHRISTOPHER EVANS**, respectfully request that the Department grant Petitioner's Motion for Rehearing, or in the alternative, reopen the case, allow the Arbitration to proceed on the merits, and grant such further relief as this Court deems just and proper.

Respectfully Submitted,

By: /s/ Luis E. Martinez

Erik Perez, Esq.

Florida Bar No.: 115564

Luis E. Martínez, Esq.

Florida Bar No.: 1039267

PEREZ MAYORAL, P.A.

999 Ponce De Leon Blvd, Suite 705

Coral Gables, FL 33134

Tel.: (305) 928-1077

Fax: (305) 402-6299

Primary Email: eperez@pmlawfla.com

Primary Email: lmartinez@pmlawfla.com

Secondary Email: mcastillo@pmlawfla.com

PEREZ MAYORAL, P.A.

Attorneys at Law

EXHIBIT “E”

UNOFFICIAL
DOCUMENT

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES, AND MOBILE HOMES**

IN RE: PETITION FOR ARBITRATION- CONDOMINIUM ELECTION DISPUTE

Filed with
Arbitration Section

**LACEY EVANS AND CHRISTOPHER
EVANS,**

SEP 19 2024

Petitioners,

Div. of FL Condos, Timeshares & MH
Dept. of Business & Professional Reg

v.

Case No. 2024-04-9932

**PARADISE LAKES CONDOMINIUM
ASSOCIATION, INC,**

Respondent.

ORDER DENYING PETITIONERS' MOTION FOR REHEARING

ON SEPTEMBER 10, 2024, in response to the Department's Order Requiring the Filing of an Amended Petition, Petitioners included the allegation the results of Association's Annual Election held on January 22, 2024, were announced on that date [See paragraph 13 of Amended Petition and paragraph 2 of Petitioners' Motion for Rehearing (Pending Motion)] After the filing of Petitioners' Amended Petition, with the date of the announcement of the election results clearly alleged by Petitioners in their Amended Petition, it was clear that Petitioners missed the jurisdictional deadline of sixty (60) days from the date the election results by one (1) day.

On rehearing Petitioners have argued in the Pending Motion that the calculation of the sixty (60) days does not commence until Monday June 24, 2024, since the election results were announced on a Saturday (June 22, 2024). To support this contention,

Petitioners rely upon Rule 2.514(a)(4)(A) of the Florida Rules of General Practice & Judicial Administration (F.la. R. Gen. Prac. & Jud. Admin.). However, by its very terms found in Rule 2.514(a) Fla. R. Gen. Prac. & Jud. Admin. it is stated the rule on computation apply as follows:

Computing Time. The following rules apply in computing time periods specified in any rule of procedure, local rule, court order, or statute that does not specify a method of computing time.

(Bold type in the original and underling supplied). Petitioners' argument that the Department has miscalculated the filing deadline overlooks the fact that Section 718.112(2)(d)(4)(c), Florida Statutes is quite clear on the "method of computing time" when it states as follows:

c. Any challenge to the election process must be commenced within 60 days after the election results are announced.

Consequently, by statutory direction, the counting of the jurisdictional sixty (60) days must commence from the date of the election results were announced, i.e. June 22, 2024. In this instance, the first day to be counted should be Sunday, June 23, 2024, because the date of the election results being announced would not be counted. The last day counted (toward the total of 60 days) is August 21, 2024, because that day does not fall on a Saturday, Sunday, or legal holiday. Because the statute is clear when the counting of sixty (60) days commences, Rule 2.514(a) Fla. R. Gen. Prac. & Jud. Admin. has no application here.

The Department has previously addressed a statutorily mandated filing deadline in the context of an election dispute and noted that the Department may not enlarge the jurisdictional filing deadline in a manner that, '[modifies] or contravenes the provisions of a statute.' See *Jolly v. Association of Poinciana Villages, Inc.*, Arb. Case 2016-01-

8207, Final Order of Dismissal (May 5, 2016), *citing with approval, Demario v. Franklin Mortgage & Inv. Co.*, 648 So 2d 210, 214 (Fla 4th DCA 1994).

To commence the counting of sixty (60) days from Monday, June 24, 2024, as urged by Petitioner, would result in an impermissible expansion of the jurisdictional filing deadline. This expansion of a filing deadline to a time beyond being “within 60 days” of the announcement of election results cannot be done.

Petitioners’ motion for rehearing is **DENIED** because there is no showing that the undersigned misapplied the calculation of statutorily mandated sixty (60) days from the date the Association announced the election results, i.e. June 22, 2024. It is therefore

ORDERED:

(1) Petitioners’ Motion for Rehearing of the Department’s Final Order of Dismissal is **DENIED**.

(2) Arb. Case No. 2024-04-9932 shall remain **CLOSED**.

DONE AND ORDERED this 19th day of September 2024, at Tallahassee, Leon County, Florida.



Kevin C. Beuttenmuller, Senior Attorney
Office of the General Counsel
Condominium Arbitration and
Mediation Program
Department of Business &
Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399-1030
Telephone: (850) 414-6867
Facsimile: (850) 487-0870

Certificate of Service

I hereby certify that a true and correct copy of the foregoing Order Denying Petitioners' Motion for Rehearing has been sent by U.S. Mail, postage prepaid and *via* e-mail, to the following on this 19th day of September 2024:

Luis E. Martinez, Esq.
Perez Mayoral, P.A.
999 Ponce De Leon Blvd., Suite 705
Coral Gables, Florida 33134
eperez@pmlawfla.com
Attorney for Petitioners

A handwritten signature in black ink, reading "Kevin C. Beuttenmuller". The signature is written in a cursive style with a horizontal line underneath the name.

Kevin C. Beuttenmuller, Arbitrator

UNOFFICIAL
DOCUMENT