

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS

WE HEREBY CERTIFY THAT the attached Amendment to the Declaration of Condominium of American Condominium Parks-Zephyrhills, located in Pasco County, Florida, were duly adopted by the affirmative vote of more than 75% of the members of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., at a duly called meeting of said members held on March 19, 2012, to amend said Declaration of Condominium recorded in O.R. Book 8345, Pages 206-243, of the Public Records of Pasco County, Florida by the addition of the language attached hereto as "Exhibit "A."

IN WITNESS WHEREOF, we have affixed our hands as of the 4th day of April, 2012.

Signed, sealed and delivered
in the presence of:

AMERICAN CONDOMINIUM PARKS-
ZEPHYRHILLS, A CONDOMINIUM
ASSOCIATION, INC.

George M. Schipper

By: Dennis J. LaBonte
As its President

John Walck

George M. Schipper

By: Regina Reeves
As its Secretary

John Walck

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this day, before me, and officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared DENNIS J. LaBONTE, as President of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., a Florida not-for-profit corporation, personally known to me, and he acknowledged the execution

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thereof to be his free act and deed, on behalf of the corporation and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 4th day of April, 2012.

Frances L. Day
Notary Public

My Commission Expires June 3, 2014.

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this day, before me, and officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared REGINA REEVES, as Secretary of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., a Florida not-for-profit corporation, personally known to me, and he acknowledged the execution thereof to be his free act and deed, on behalf of the corporation and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state las aforesaid, this 4th day of April, 2012.

Frances L. Day
Notary Public

My Commission Expires June 3, 2014.

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EXHIBIT "A"

The Declaration of Condominium for American Condominium Parks-Zephyrhills is hereby amended by adding the following language to said Declaration:

"25. Occupancy Policy: Each unit shall be used for single family residential purposes only. When a unit is occupied, one of the occupants must hold equitable title or lease to the unit and must be fifty-five (55) years of age or older. No person under the age of eighteen (18) will reside with him/her. People under the age of eighteen (18) are allowed on the condominium property only for visits with relatives and for not more than thirty (30) consecutive days and not more than sixty (60) total days per calendar year.

Immediate family members (defined as parents, grandparents, children, grandchildren, brothers and sisters) under the age of fifty-five (55) and over the age of eighteen (18) may *temporarily* occupy a unit owned by an immediate family member over the age of fifty-five (55) without the owner being present. This will be by written permission from the unit owner, will not be considered a lease or rental, and will not exceed thirty (30) days duration during any calendar year.

24CFR Part 100 subpart E mandates that at least eight percent (80%) of our units that are occupied must be occupied by at least one person who is fifty-five (55) years of age or older. The association reserves the remaining twenty percent (20%) for rights of inheritance and surviving spouse. This means that upon death of the over fifty-five (55) owner/resident, the heirs or surviving spouse under fifty-five (55) will not be required to sell or move out of the property and may live in it. If they choose to sell or rent the property, it must be to a person fifty-five (55) years of age or older."

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**AMENDED NOTICE OF AMERICAN CONDOMINIUM PARKS -
ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC.
PURSUANT TO CHAPTER 712, FLORIDA STATUTES**

This Amended Notice is filed pursuant to Section 712.03(2) Florida Statutes to preserve and protect an interest in real property. American Condominium Parks - Zephyrhills, a Condominium Association, Inc., hereby gives notice of its interest in real property as follows:

1. This Amended Notice is filed by Robert G. Snyder, President of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., 35136 Condominium Blvd., Zephyrhills, FL 33541.
2. The real property in which this interest is claimed is located in Pasco County, Florida, and is more specifically described as follows:

See Attached Exhibit A

3. An Affidavit pursuant to 712.06(1)(b) Fla. Stat. is attached hereto as Exhibit B.
4. The real property interest for which this notice is given is a Declaration of Condominium recorded in O.R. Book 1425, Pages 1153 through 1187, Public Records of Pasco County, Florida, a copy of which is attached to this notice as Exhibit C and hereby incorporated as a part hereof.

Dated this 28th day of May, 2010

AMERICAN CONDOMINIUM PARKS - ZEPHYRHILLS,
A CONDOMINIUM ASSOCIATION, INC.

BY: ROBERT G. SNYDER, PRESIDENT

WITNESS: JOHN WALCK

WITNESS: FRANCES L. DAY

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledge before me on this 28th day of May, 2010, by Robert G. Snyder, as President of the Board of Directors of American Condominium Parks - Zephyrhills, a Condominium Association, Inc., who is personally known to me or produced as proper identification.

My Commission Expires 10-15-2013

Notary Public: David L. Bussey

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EXHIBIT "A"

Description-Phase I

Commence at the Northwest corner of Section 17, Township 26 South, Range 21 East, Pasco County, Florida and run thence South 0 degrees 26'54" East, along the West boundary of said Section 17, a distance of 1343.16 feet; thence South 89 degrees 35'43" East, along the South boundary of Tracts 25 and 26 ZEPHYRHILLS COLONY COMPANY TRACTS as recorded in Plat Book 2, Page 1, Public Records of Pasco County, Florida, a distance of 525.00 feet to the POINT OF BEGINNING; Continue thence South 89 degrees 35'43" East, along said boundary line, a distance of 780.70 feet thence South 0 degrees 20'57" West, 68.77 feet; thence North 54 degrees 33' 44" East, parallel to the S.R. 54 WEST, 577.53 feet thence South 35 degrees 26'16" East 400 feet to the Northerly right of way line of said S. R. 54 West, thence North 54 degrees 33'44" East, along said right of way line, 60.00 feet thence North 35 degrees 26'16 West 400 feet; thence North 19 degrees 39'40" West 387.32 feet to a point on the North boundary of Tract 22 of said ZEPHYRHILLS COLONY COMPANY TRACTS; thence North 89 degrees 30'02" West, along said North boundary, 384.62 feet thence North 0 degrees 20'57" East, a distance of 54.77 feet; thence North 89 degrees 39'03" West, 147.03 feet to a point on a curve to the right having a radius of 97.32 feet, a central angle of 27 degrees 14'00" and whose chord bears South 48 degrees 22'47" West thence Southwesterly, along said curve, and arc distance of 46.26 feet; thence South 61 degrees 59'47" West, 108.84 feet to the beginning of a curve to the right having a radius of 25.00 feet and a central angle of 97 degrees 27'12" thence Northwesterly, along said curve, an arc distance of 42.52 feet; thence South 69 degrees 26'59" West 50.00 feet to a point on a curve to the right having a radius of 283.34 feet, a central angle of 08 degrees 08'49", and whose chord bears South 16 degrees 28'36" East; thence Southeasterly, along said curve, an arc distance of 40.29 feet; thence South 77 degrees 35'48" West 65.00 feet to a point on a curve to the left having a radius of 218.34 feet, a central angle of 19 degrees 44'06" and whose chord bears North 22 degrees 16'15" West; thence Northwesterly, along said curve, an arc distance of 75.21 feet; thence South 57 degrees 51'41" West 105.00 feet; North 32 degrees 08'19" West 6.30 feet; thence South 57 degrees 51'41" West 65 feet; thence North 32 degrees 08'19 West 40.45 feet; thence South 57 degrees 51'41" West 65.00 feet; thence North 32 degrees 08'19" West 38.58 feet; thence South 57 degrees 51'41" West 40.00 feet to the beginning of a curve to the right having a radius of 25.00 feet, a central angle of 134 degrees 07'31" and whose chord bears South 34 degrees 55'27" West; thence Southwesterly, along said curve, an arc distance of 58.52 feet; thence South 11 degrees 59'13" West 50.00 feet to a point on a curve to the left having a radius of 222.80 feet, a central angle of 11 degrees 34'56" and whose chord bears South 83 degrees 48'15" East; thence Southeasterly, along said curve, an arc distance of 45.04 feet; thence South 89 degrees 35'43" East 36.41 feet; thence South 00 degrees 24'17" West 130.00 feet; thence South 89 degrees 35'43" East 2.00 feet; thence South 00 degrees 24'17" West 185.07 feet to the beginning of a curve to the right having a radius of 78.18 feet, a central angle of 65 degrees 45'43"; thence Southwesterly, along said curve, an arc distance of 89.73 feet to the beginning of a curve to the left having a radius of 108.18 feet, a central angle of 65 degrees 48'38"; thence Southwesterly, along said curve, an arc distance of 124.26 feet to the POINT OF BEGINNING.

Description-Phase II

Begin at the Northwest corner of Section 17, Township 26, South, Range 21 East, Pasco County, Florida and run thence S89 degrees 22'39"E, along the North boundary of said Section 17, a distance of 1324.41 feet; thence S00 degrees 20'57"W, along the East boundary of Tract 8 and 10 Zephyrhills Colony Company Tracts as recorded in Plat Book 2, Page1, Public Records of Pasco County, Florida, thence N89 degrees 39'03"W, 147.03 feet to a point on a curve to the right having a radius of 97.32 feet, a central angle of 27 degrees 14'00" and whose chord bears S48 degrees 22'47"W thence Southwesterly, along said curve, an arc distance of 46.26 feet; thence S61 degrees 59'47"W, 108.84 feet to the beginning of a curve to the right having a radius of 25.00 feet and a central angle of 97 degrees 27'12" thence Northwesterly, along said curve, an arc distance 42.52 feet; thence S69 degrees 26'59"W 50.00 feet to a point on a curve to the right having a radius of 283.34 feet, a central angle of 08 degrees 08'49", and whose chord bears S16 degrees 28'36"E; thence Southeasterly, along said curve, an arc distance of 40.29 feet; thence S77 degrees 35'48"W 65.00 feet to a point on a curve to the left having a radius of 218.34 feet, a central angle of 19 degrees 44'06" and whose chord bears N22 degrees 16'15"W; thence Northwesterly, along said curve, an arc distance of 75.21 feet; thence S57 degrees 51'41"W 105.00 feet; N32 degrees 08'19"W 6.30 feet; thence S57 degrees 51'41"W 65.00 feet, thence N32 degrees 08'19"W 40.45 feet; thence S57 degrees 51'41"W 65.00 feet; thence N32 degrees 08'19"W 38.58 feet; thence S57 degrees 51'41"W 40.00 feet to the beginning of a curve to the right having a radius of 25.00 feet, a central angle of 134 degrees 07'31" and whose chord bears S34 degrees 55'27" W; thence Southwesterly, along said curve, an arc distance of 58.52 feet; thence S11 degrees 59'13"W 50.00 feet to a point on a curve to the left having a radius of 222.80 feet, a central angle of 11 degrees 34'56" and whose chord bears S83 degrees 48'15"E; thence Southeasterly, along said curve, an arc distance of 45.04 feet; thence S89 degrees 35'43"E 36.41 feet; thence S00 degrees 24'17"W 130.00 feet; thence S89 degrees 35'43"E 2.00 feet; thence S00 degrees 24'17"W 185.07 feet to the beginning of a curve to the right having a radius of 78.18 feet, a central angle of 65 degrees 45'43"; thence Southwesterly, along said curve, an arc distance of 89.73 feet to the beginning of a curve to the left having a radius of 108.18 feet, a central angle of 65 degrees 48'38"; thence Southwesterly along said curve, an arc distance 124.26 feet; run thence N89 degrees 35'43"W 525.00 feet; run thence N00 degrees 26'54"W, along the West boundary of said Section 17, 1343.16 feet to the Point of Beginning; containing 28.13 acres more or less,

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AMERICAN CONDOMINIUM PARKS - ZEPHYRHILLS,
A CONDOMINIUM ASSOCIATION, INC.

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PASCO

BEFORE ME, the undersigned authority, personally appeared Robert G Snyder, who was duly sworn and says that:

1. On February 15, 2010, the Board of Directors of American Condominium Parks - Zephyrhills, A Condominium Association, Inc. caused a statement in substantially the following form to be mailed or hand delivered to the members of American Condominium Parks - Zephyrhills, A Condominium Association, Inc.:

STATEMENT OF MARKETABLE TITLE ACTION

American Condominium Parks - Zephyrhills, A Condominium Association, Inc. (The "Association") has taken action to ensure that the Declaration of Condominium, recorded in Official Record Book 1425, Pages 1153 through 1187 of the public Records of Pasco County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a members residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Pasco County, Florida. Copies of this notice and its attachments are available through to Association pursuant to the Association's governing documents regarding official records of the Association.

Robert G. Snyder, President
American Condominium Parks - Zephyrhills,
A Condominium Association, Inc.

SWORN TO AND SUBSCRIBED BEFORE the undersigned authority this 3 day of May, 2010, by Robert G. Snyder, President of American Condominium Parks - Zephyrhills, A Condominium Association, Inc., who is personally known to me or who presented _____ as identification.

My Commission Expires: 5/17/2010

Frances L. Day
Notary Public

EXHIBIT B

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DECLARATION OF CONDOMINIUM
OF
AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, A CONDOMINIUM

AMERICAN CONDOMINIUM PARKS, INC., an Indiana corporation having qualified under Florida Statutes to do business as a foreign corporation in Florida, herein called "Developer", on behalf of itself, its successors, grantors and assigns and their heirs, successors and assigns hereby make this Declaration of Condominium:

1. SUBMISSION TO CONDOMINIUM - The fee simple title to the lands located in Pasco County, Florida, owned by Developer and described in attached Exhibit "A" as "Description - Phase I" are by this Declaration submitted to the condominium form of ownership.

2. NAME - PLAN OF DEVELOPMENT - Developer proposes to construct 90 single-family residential recreational vehicle units and associated improvements designated American Condominium Parks - Zephyrhills, a Condominium. This will be a two (2) phase Condominium per F.S. 718.403. The parcel of land described in Exhibit "B" as "Description - Phase II" will be submitted by Amendments to this Declaration to the Condominium form of ownership and will become part of the Condominium.

2.1 The phases of the Condominium and their completion dates are described in detail in Paragraph 23 of this Declaration of Condominium.

EXHIBIT C

~~O.R. 1425 PG 1153~~

~~O.R. 1399 PG 0094~~

2.2 The impact of the completion of Phase II of the Condominium will reduce the ownership of the units in Phase I in the common elements of the Condominium from 1/90th to 1/307th.

2.3 The Developer may make non-material changes in the legal description of a phase.

2.4 The first phase will contain 90 units and the second phase will contain 217 units which will be of a minimum size of 2,925 square feet and a maximum size of 3,400 square feet.

2.5 All recreation areas and facilities which will be owned as common elements by all unit owners are included in Phase I of the Condominium except for the common facilities described in Paragraph 23.10-23.13 of this Declaration of Condominium.

2.6 No time share estates will or may be created.

3. NAME - ASSOCIATION - The name of the Condominium Association is AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS, A CONDOMINIUM ASSOCIATION, INC. This Association is incorporated as a nonprofit Florida Corporation. The By-Laws of the Association are attached to this Declaration as Exhibit "I".

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

4.1 UNIT - A part of the Condominium property which is subject to exclusive ownership.

4.2 UNIT OWNER - The owner of a Condominium parcel.

~~O.R. 1425 PG 1154~~

~~O.R. 1399 PG 0095~~

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

4.4 ASSESSMENT - The share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner,

4.5 ASSOCIATION - The corporation responsible for the operation of the Condominium.

4.6 BOARD OF ADMINISTRATION - The Board of Directors responsible for administration of the Association.

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

4.8 The land.
4.9 All parts of the improvements which are not included within the units.

4.10 Easements.

4.10 a) Streets.

4.11 Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, water, sewer, telephone and cable television.

4.12 LIMITED COMMON ELEMENTS - Those portions of common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

~~O.R. 1425 PG 1155~~

~~O.R. 1399 PG 0096~~

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4.13 COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the Condominium.

4.14 COMMON SURPLUS - The excess of all receipts of the Association collected on behalf of the Condominium including but not limited to assessments, rents, profits and revenues on account of the common elements over the amount of the common expenses,

4.15 PERSON - An individual.

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

4.17 CONDOMINIUM DOCUMENTS - The Declaration and its attached exhibits, which set forth the nature of the property rights in the Condominium and the covenants running with the land which govern these rights. All the Condominium documents shall be subject to the provisions of the Declaration.

4.18 CONDOMINIUM PARCEL - A unit together with the undivided share in the common elements which is appurtenant to the unit.

4.19 CONDOMINIUM PROPERTY - The lands and personal property subject to Condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

~~O.R. 1425 PG 1156~~

~~O.R. 1399 PG 0097~~

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4.20 OPERATION - The administration and management of the Condominium property.

4.21 VOTING CERTIFICATE - A document which designates one of the record title owners, or the corporate, partnership, or entity representative who is authorized to vote on behalf of a condominium unit owned by more than one owner or by any entity.

4.22 VOTING INTEREST - The voting rights distributed to the association members pursuant to F.S. 718.104(4)(i).

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

5.1 CONVEYANCE - Each unit, which is a parcel of land in the shape of a geometric designation together with all improvements located thereon, shall for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the condominium property, subject only to the provisions of the condominium documents and applicable laws. Title to the land and the improvements located thereon may not be titled separately.

5.2 BOUNDARIES - Each unit shall be bounded as to both horizontal and vertical boundaries as below defined, whether the same exist now or are created by construction, settlement or movement or permissible repairs, reconstruction or alteration. The boundaries are intended to be as follows and shall be determined in the following manner.

5.3 HORIZONTAL BOUNDARIES - The upper and lower boundaries of the units shall be:

~~O.R. 1425 PG 1157~~

~~O.R. 1399 PG 0098~~

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5.4 LOWER BOUNDARIES - A plane or planes which are in all respects coincident with but which exclude the finished but unimproved surface of the ground immediately below the unit extended to meet the perimetrical boundaries,

5.5 UPPER BOUNDARIES - A plane or planes parallel to and 12 feet above the lower boundary extended to meet the perimetrical boundaries.

5.6 PERIMETRICAL BOUNDARIES - The vertical planes formed by an upward projection of the closed line surrounding the unit shown upon the surveyor plans (Exhibit "D") from the lower boundary to the upper boundary.

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

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

5.9 COMMON ELEMENTS - An undivided share of the common elements as defined in chapter 718.108, Florida Statutes.

5.10 Association membership and an undivided share in the common surplus and property, real and personal, held by the association.

5.11 EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at

~~O.R. 1425 PG 1158~~

~~O.R. 1399 PG 0099~~

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any particular time and as the unit may be lawfully altered from time to time.

5-12 EASEMENT FOR ENCROACHMENT - An easement in favor of the unit owners for the use of and encroachment into the ground beneath the unit for support, foundation utilities, gardening and beautification and other reasonable purposes.

5-13 EASEMENTS - The following nonexclusive easements from the Developer to (as applicable) each unit owner, to the association and its employees, agents and hired contractors, to utility companies, the unit owners' families in residence, guests, invitees and to governmental and emergency services (but not to the general public), are hereby granted and created:

5.14 INGRESS AND EGRESS - Easements over the common areas for ingress and egress to units and public ways.

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

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

5.17 PUBLIC SERVICES - Access to the property and to the units for emergency, regulatory, law enforcement and other public services in the lawful performance of their duties.

~~O.R. 1425 PG 1159~~

~~O.R. 1399 PG 0100~~

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

5.19 BY THE ASSOCIATION - The Association shall maintain, repair, and replace at the Association's expense:

5.20 Wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common areas or more than one unit.

5.21 Provided that if the maintenance and repair and replacement of any of the above shall be made necessary because of the negligence, act of omission of a unit owner, his family, lessees, invitees and guests, in that event the unit owner; the cost shall be secured as an assessment.

5.22 All incidental damage cause to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association.

5.23 BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

5.24 To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association. The unit owner's responsibility specifically includes wiring, piping, serving only the particular unit, sod, ramp and patio.

5.25 ALTERATION AND IMPROVEMENT - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or impair any easements.

~~O.R. 1425 PG 1160~~

~~O.R. 1399 PG 0101~~

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5.26 COMMON ELEMENTS - The common elements shall be owned by the unit owners in such undivided shares as are set forth in Exhibit "E".

5.27 No action for partition of the common elements shall lie.

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

5.29 Each unit owner and the Association shall be entitled to use the common elements in accordance with the purposes they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

5.30 Material alteration of, or substantial additions to, the common elements may be effectuated by the Developer or by a plurality of the voting interests at a meeting of owners at which a quorum is present provided however that the Association is authorized to enter into agreements, to acquire lease holds, memberships and other possessory or use interest in lands or facilities such as country clubs, golf courses, marinas and other facilities whether or not contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation or other use or benefit to the unit owners.

6. FISCAL MANAGEMENT - The fiscal management of the Condominium, including budget, fiscal year, assessments, lien for and collection of assessments, and accounts shall be as set forth in the Bylaws.

~~O.R. 1425 PG 1161~~

~~O.R. 1399 PG 0102~~

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7. ASSOCIATION - The administration of the Condominium by the Board of Administration/Directors and its powers and duties shall be as set for in the Bylaws.

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

8.1 ASSOCIATION TO PURCHASE - All insurance policies except those insuring an individual unit owner separately (see 8.2) shall be purchases by the Association.

8.2 UNIT OWNERS - Each unit owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability, for owner or mortgagee title insurance, and as the owner may desire.

8.3 COVERAGE - CASUALTY - The common buildings and all other insurable improvements upon the land and all personal property owned by the Association (but excluding personal property, additions and/or alterations installed by the owners) shall be insured in an amount equal to the current insurable replacement value thereof (exclusive of excavation and foundations) as determined from time to time to account for inflation. Such coverage shall afford protection against:

8.4 LOSS OR DAMAGE BY FIRE, WINDSTORM and other hazards covered by the standard extended coverage endorsement.

8.5 SUCH OTHER RISKS as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, including but not

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~~O.R. 1399 PG 0103~~

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limited to flood insurance, vandalism and malicious mischief, if available.

8.6 PUBLIC LIABILITY AND PROPERTY DAMAGE - in such amounts and in such forms necessary to adequately protect the Association.

8.7 WORKERS COMPENSATION AND UNEMPLOYMENT COMPENSATION to meet the requirement of law.

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

8.9 ALL INSURANCE POLICIES PURCHASED by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses in excess of \$10,000.00 shall be paid to any bank in Florida with trust powers as may be approved by the Association. Such bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold and disburse them as provided in Paragraph 9, next following.

9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE - If any part of the common elements or units shall be damaged or destroyed

~~O.R. 1425 PG 1163~~

~~O.R. 1399 PG 0104~~

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by casualty, the same shall be repaired or replaced unless 75% of the owners in the Condominium vote against such repair or replacement, in which event the proceeds shall be distributed to the unit owners and their mortgagees, as their interests may appear, and the Condominium shall be terminated as provided in Paragraph 14 following.

9.1 ANY SUCH RECONSTRUCTION OR REPAIR shall be substantially in accordance with the as-built plans and specifications.

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

9.3 ESTIMATE OF COSTS - Immediately after a casualty causing damage to property which the Association under Paragraph 8 has the responsibility to insure, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property insofar as reasonably possible in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

9.4 ASSESSMENTS - If the proceeds of insurance will not be sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premium, if any) assessment shall be made against the unit owners in the Condominium who own the affected property (or all members of the Association in the case of Association owned property) in sufficient

~~O.R. 1425 PG 1164~~

~~O.R. 1399 PG 0105~~

O.R. 8345 PG 221

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amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, such funds are insufficient, special assessment shall be made against such unit owners in sufficient amounts to provide funds for the payment of such costs.

9.5 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 by the Insurance Trustee and the Association, upon the written request of the Association, signed by an Officer of the Association, and by the Architect or Contractor in charge of the work, who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and the amounts so paid, or now due.

9.6 SURPLUS - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be repaid to the owners who contributed to the fund in the same proportion as their contributions were made. If insurance proceeds constituted the entire fund, any excess shall become a part of common surplus.

9.7 INSURANCE ADJUSTMENTS - The Board of Directors has the exclusive right to adjust with insurance companies all losses under

O.R. 1425 PG 1165

O.R. 8345 PG 222

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policies purchases by the Association.

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

10.1 THE UNIT OWNER must be an adult person over the age of 55 years to reside in or on the Condominium property, and shall have no children under the age of 18 years residing with him. Children under 18 years of age are allowed in the Condominium property only for visits with relatives and for not more than thirty (30) consecutive days and not more than sixty (60) days in one calendar year. Units may not be owned by a corporation, limited liability company, partnership or other form of legal entity other than a person.

10.2 LAWFUL USE - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair upon Condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

10.3 REGULATIONS - Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Developer or by a plurality vote of the voting interests at a meeting at which a quorum is present. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No regulation may discriminate against any group or class of users. No new or amended regulation may be enforced prior to approval by the voting interests. Changes in Exhibit "J" (Regulations) shall not be construed as amendments to this Declaration and need not be recorded in the Public Records.

O.R. 1425 PG 1166

O.R. 8345 PG 223

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10.4 USE OF THE UNITS is restricted to residential and recreational purposes only.

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

11.1 NO OWNER OTHER THAN THE DEVELOPER may sell, give or dispose of a unit in any manner without the written approval of the Association

11.2 ALL LEASES must expressly state that the lessee will abide by all of the condominium documents and that failure to do so is a material breach of the lease which will be a cause for forfeiture of the lease.

The owner of each unit, by this Declaration, grants to the Condominium Association the authority as agent to act and to bring proceedings against lessees or tenants in the owner's name for violations of the documents, including eviction and termination.

11.3 THE APPROVAL OF THE ASSOCIATION shall not be arbitrarily, capriciously or unreasonable withheld and shall be obtained as follows:

11.4 WRITTEN NOTICE SHALL BE GIVEN the Association by the owner of his intention to transfer in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary, but may impose no charge in its investigation of the character and credit

O.R. 1425 PG 1167

O.R. 8345 PG 224

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worthiness of the acquirer in excess of actual expenditures reasonably required with a maximum charge of \$50.00.

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

11.6 THE SALE SHALL BE CLOSED WITHIN 60 DAYS after an alternate purchaser has been furnished or the Association has elected to purchase.

11.7 NOTICE OF SUIT - An owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given immediately after the owner receives the knowledge thereof.

11.8 FAILURE TO COMPLY - With this section concerning proceedings will not affect the validity of any judicial sale.

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

O.R. 1399 PG 0109

O.R. 1425 PG 1168

O.R. 8345 PG 225

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

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

12.1 Failure to comply shall be grounds for relief, which relief may include but shall not be limited to an action to recover damages or injunctive relief or both. Actions may be maintained by the Association or by an unit owner.

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

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

12.4 NO WAIVER OF RIGHTS - The failure of the Association or any owner to enforce any covenant, restriction or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other infractions.

13. AMENDMENTS - Amendments to this Declaration shall be in accordance with the following:

~~O.R. 1399 PG 0110~~

~~O.R. 1425 PG 1169~~

O.R. 8345 PG 226

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13.1 An Amendment may be proposed either by the Board of Directors or by an Owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed with the formalities of a deed and in recordable form signed by the President or Vice President and Secretary of the Association that it has been enacted by the affirmative vote of the required percentage of unit owners, (which vote may be evidenced by written approval of owners not present), and the separate written joinder of mortgagees where required shall include the recording data identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records.

13.2 CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the Condominium Documents amendment of which will not materially adversely affect the property rights of unit owners, a plurality of the voting interests in the Condominium at a meeting at which there is a quorum, shall be the required percentage, or the procedure set forth in F.S. 718.110(5) may be used.

13.3 REGULAR AMENDMENTS - An amendment which does not change the configuration or size of any Condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, change the percentage by which the unit owner shares in

~~O.R. 1399 PG 0111~~

~~O.R. 1425 PG 1170~~

O.R. 8345 PG 227

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ownership of the common elements, shares of the common expenses and owns the common surplus, or materially adversely affects the property rights of owners may be enacted by a 51% vote.

13.4 EXTRAORDINARY AMENDMENTS - An amendment which will have the effect of doing any of the things mentioned in the 13.3 above shall require the affirmative vote of all the record owners of the affected units and all record owners of liens thereon and in the case of percentages of ownership, the affirmative vote of the owners of all units. This section shall be deemed to include enlargement or material alteration of or substantial additions to the common elements only if the same will have a material adverse effect on the owners' property rights; which shall otherwise be treated as regular amendments. Any vote changing the percentage of ownership of the common elements or sharing the common expenses shall be conducted by secret ballot.

13.5 No amendment shall change the rights and privileges of the Developer without the Developer's written approval so long as the Developer holds any units for sale in the ordinary course of business or has the right to offer additional units for sale in the future.

14. TERMINATION - The Condominium shall be terminated if at all, in the following manner:

14.1 By the agreement of 100% of the owners which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land, and upon the written

~~O.R. 1399 PG 0112~~

~~O.R. 1425 PG 1171~~

O.R. 8345 PG 228

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consent by all of the holders of recorded liens affecting any of the Condominium parcels. The termination shall become effective when such instrument or instruments and written consents have been recorded in the public records.

14.2 SHARES OF UNIT OWNERS AFTER TERMINATION - After termination of the Condominium, the owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided shares of the owners. Such undivided shares of the owners shall be as set forth in Exhibit "F". All funds of the Condominium held by the Association except for the reasonably necessary expenses of winding up shall be disbursed to the unit owners in the shares set forth in Exhibit "G". The costs incurred by the Association in connection with a termination shall be a common expense.

15. PROVISIONS PERTAINING TO THE DEVELOPER - so long as the Developer holds more than one unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

15.1 Assessment of the Developer as a unit owner for capital improvements.

15.2 Any action by the Association that would be detrimental to the sale of units or the completion of the project by the Developer including such use of unsold units and common areas as may facilitate completion and/or sale, maintenance of a sales office, showing the property and display of signs.

~~O.R. 1399 PG 0113~~

~~O.R. 1425 PG 1172~~

O.R. 8345 PG 229

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16. RIGHTS OF MORTGAGEES - Where the mortgagee of a first mortgage of record obtains title to a unit by foreclosure, or by deed in lieu of foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments or share of the common expenses which become due prior to acquisition of title unless it is secured by a claim of lien for assessments recorded prior to the recordation of the mortgage.

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

17. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of mortgage on real property. During his occupancy, the foreclosed owner shall be required to pay a reasonable rental and the Association shall be entitled to the appointment of a receiver to collect the same, and the Association shall have all the powers provided in F.S. 718.116, and shall be entitled to receive interest at eighteen (18) percent per annum on unpaid assessments and reasonable attorney's fees incident to the collection of such assessment or enforcement of such lien, with or without suit.

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

18.1 ALL OWNERS OR UNITS in the Condominium shall be members of the Association, and no other persons or entities other

~~O.R. 1399 PG 0114~~

~~O.R. 1425 PG 1173~~

O.R. 8345 PG 230

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than Directors selected by the Developer shall be entitled to membership.

18.2 MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of Pasco County, Florida, a deed or other instrument establishing a change of record title to a unit in the Condominium; the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration and the Association need not recognize membership or ownership in any person until its requirements have been complied with.

19. COMMON EXPENSES AND COMMON SURPLUS - The percentage of sharing common expenses and the percentage of ownership of common surplus are shown on Exhibit "H" to this Declaration.

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

21. VOTING - Each unit shall have one full indivisible vote in all matters.

~~O.R. 1399 PG 0115~~

~~O.R. 1425 PG 1174~~

O.R. 8345 PG 231

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22. UNTIL THE COMPLETION OF THE CONTEMPLATED IMPROVEMENTS to the Condominium property, and closing of all unit sales, the Developer specifically reserves the right, without the joinder of any person, to make such changes in the Declaration and its attachments or in the plan of development permitted by law, as may be required by any lender, governmental authority or as may be, in its judgment, necessary or desirable except that the Developer may not, by the use of this reserved authority, change the plan of phasing. This paragraph shall take precedence over any other provision of the Declaration or its Exhibits.

23. PHASING - The Condominium will be developed in two phases. The legal descriptions of the land which will comprise Phase I and II are contained in Exhibit "A" and Exhibit "B" to the Declaration.

23.1 The number of units to be completed in each phase is as follows:

1985. Phase I - 90 units - will be completed on or before February 1,

1985. Phase II - 217 units - will be completed on or before August 1,

23.2 The percentage ownership of each unit in the Condominium as each Phase is added shall be as follows:

Phase I only - 1/90

Phase I and II together - 1/307

~~O.R. 1399 PG 0116~~

~~O.R. 1425 PG 1175~~

O.R. 8345 PG 232

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23.3 The recreation areas and facilities to be owned as common elements in Phase I are as follows:

23.4 A 5500 square foot clubhouse located in the south central recreational area containing a fully restaurant equipped kitchen; ~~a laundry room with 8 coin-operated washers and 3 coin-operated dryers~~ (AMENDED); a sauna; completely tiled ladies and mens restrooms with bath shower facility; an office; a fully equipped game and pool room (4 game tables and chairs and 1 pool table); and 75 foot by 35 foot meeting room with public address system, 30 tables, 300 chairs, fireplace, and bingo console. The approximate capacity of this building in terms of the number of people who could use it at a given time is 350 people.

23.5 Large 40,000 gallon free form swimming pool with surrounding patio area with 12 chaise lounges, 6 round tables and 36 chairs.

23.6 Eight fully lighted Nidy shuffleboard courts.

23.7 Golf putting green and golf driving net.

23.8 One tennis court and one volleyball court.

23.9 One individual free-standing weather protected wood structure at the north center of the recreation area containing individually keyed mailboxes numbered 1 through 307 servicing both Phase I and Phase II of the Condominium.

23.10 The recreation areas and facilities to be owned as common elements in Phase II are as follows:

~~O.R. 1399 PG 0117~~

~~O.R. 1425 PG 1176~~

O.R. 8345 PG 233

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23.11 Lakefront walk four feet in width and approximately 400 feet long ending in a picnic area of approximately one acre with a gazebo and approximately six picnic tables with charcoal grills. At the beginning of the walk there is a pier for access to the lake for fishing and boating.

23.12 One independent building with completely tiled mens and women restrooms and bath shower and laundry facility. This facility contains six coin operated washers and six coin operated dryers.

23.13 Included both in Phase I and Phase II there are approximately 6 acres of water body connected by a channel which has been stocked with bass fish and will be available for fishing and paddleboating.

23.14 The cost of operating and maintaining the recreation area and facilities will be included as an item in the Condominium Budget as a common expense to be paid by the unit owners. It is mandatory that the residential unit owners pay their proportionate share of the cost of the operation and maintenance of the recreation area.

23.15 The Developer does not contemplate providing additional facilities not described above.

23.16 The ownership in the Association shall be as shown in Paragraph 23.2. If any phase is not built, the fraction of ownership will remain at the level that already exists.

~~O.R. 1399 PG 0118~~

~~O.R. 1425 PG 1177~~

O.R. 8345 PG 234

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23.17 Pursuant to F.S. 718.403(6) amendments to the Declaration adding phases do not require the consent of any unit owners other than the Developer nor of any other person.

24. ADD-ON ROOMS - Pursuant to Pasco County, Florida, zoning restrictions no permanent add-on rooms shall be allowed on any of the recreational vehicles except for screen rooms, with or without vinyl windows, awnings, or storage sheds.

THIS DECLARATION OF CONDOMINIUM and attachments hereto made an entered into this 12 day of December, 1984.

Signed, sealed and delivered
in the presence of
Virginia A. Herron
Bobby G. Baker

AMERICAN CONDOMINIUM PARKS, INC.
an Indiana corporation qualified
to do business in the State of
Florida

W. Richard Harron
Vice President and Secretary

STATE OF FLORIDA)
)
COUNTY OF PASCO)

SS

The foregoing instrument was acknowledged before me this 12 day of December, 1984 by W. Richard Herron, Vice President and Secretary, on behalf of American Condominium Parks, Inc., an Indiana corporation qualified to do business in Florida.

Dorothy G. Baker
Notary Public

My commission expires Sept. 15, 1988

~~O.R. 1399 PG 0119~~

~~O.R. 1425 PG 1178~~

O.R. 8345 PG 235

EXHIBIT "A"
Description-Phase I

Commence at the Northwest corner of Section 17, Township 26 South, Range 21 East, Pasco County, Florida and run thence South 0 degrees 26'54" East, along the West boundary of said Section 17, a distance of 1343.16 feet; thence South 89 degrees 35'43" East, along the South boundary of Tracts 25 and 26 ZEPHYRHILLS COLONY COMPANY TRACTS as recorded in Plat Book 2, Page 1, Public Records of Pasco County, Florida, a distance of 525.00 feet to the POINT OF BEGINNING; Continue thence South 89 degrees 35'43" East, along said boundary line, a distance of 780.70 feet thence South 0 degrees 20'57" West, 68.77 feet; thence North 54 degrees 33' 44" East, parallel to the S.R. 54 WEST, 577.53 feet thence South 35 degrees 26'16" East 400 feet to the Northerly right of way line of said S. R. 54 West, thence North 54 degrees 33'44" East, along said right of way line, 60.00 feet thence North 35 degrees 26'16 West 400 feet; thence North 19 degrees 39'40" West 387.32 feet to a point on the North boundary of Tract 22 of said ZEPHYRHILLS COLONY COMPANY TRACTS; thence North 89 degrees 30'02" West, along said North boundary, 384.62 feet thence North 0 degrees 20'57" East, a distance of 54.77 feet; thence North 89 degrees 39'03" West, 147.03 feet to a point on a curve to the right having a radius of 97.32 feet, a central angle of 27 degrees 14'00" and whose chord bears South 48 degrees 22'47" West thence Southwesterly, along said curve, and arc distance of 46.26 feet; thence South 61 degrees 59'47" West, 108.84 feet to the beginning of a curve to the right having a radius of 25.00 feet and a central angle of 97 degrees 27'12" thence Northwesterly, along said curve, an arc distance of 42.52 feet; thence South 69 degrees 26'59" West 50.00 feet to a point on a curve to the right having a radius of 283.34 feet, a central angle of 08 degrees 08'49", and whose chord bears South 16 degrees 28'36" East; thence Southeasterly, along said curve, an arc distance of 40.29 feet; thence South 77 degrees 35'48" West 65.00 feet to a point on a curve to the left having a radius of 218.34 feet, a central angle of 19 degrees 44'06" and whose chord bears North 22 degrees 16'15" West; thence Northwesterly, along said curve, an arc distance of 75.21 feet; thence South 57 degrees 51'41" West 105.00 feet; North 32 degrees 08'19" West 6.30 feet; thence South 57 degrees 51'41" West 65 feet; thence North 32 degrees 08'19 West 40.45 feet; thence South 57 degrees 51'41" West 65.00 feet; thence North 32 degrees 08'19" West 38.58 feet; thence South 57 degrees 51'41" West 40.00 feet to the beginning of a curve to the right having a radius of 25.00 feet, a central angle of 134 degrees 07'31" and whose chord bears South 34 degrees 55'27" West; thence Southwesterly, along said curve, an arc distance of 58.52 feet; thence South 11 degrees 59'13" West 50.00 feet to a point on a curve to the left having a radius of 222.80 feet, a central angle of 11 degrees 34'56" and whose chord bears South 83 degrees 48'15" East; thence Southeasterly, along said curve, an arc distance of 45.04 feet; thence South 89 degrees 35'43" East 36.41 feet; thence South 00 degrees 24'17" West 130.00 feet; thence South 89 degrees 35'43" East 2.00 feet; thence South 00 degrees 24'17" West 185.07 feet to the beginning of a curve to the right having a radius of 78.18 feet, a central angle of 65 degrees 45'43"; thence Southwesterly, along said curve, an arc distance of 89.73 feet to the beginning of a curve to the left having a radius of 108.18 feet, a central angle of 65 degrees 48'38"; thence Southwesterly, along said curve, an arc distance of 124.26 feet to the POINT OF BEGINNING.

EXHIBIT B
Description-Phase II

Begin at the Northwest corner of Section 17, Township 26, South, Range 21 East, Pasco County, Florida and run thence S89 degrees 22'39"E, along the North boundary of said Section 17, a distance of 1324.41 feet; thence S00 degrees 20'57"W, along the East boundary of Tract 8 and 10 Zephyrhills Colony Company Tracts as recorded in Plat Book 2, Page1, Public Records of Pasco County, Florida, thence N89 degrees 39'03"W, 147.03 feet to a point on a curve to the right having a radius of 97.32 feet, a central angle of 27 degrees 14'00" and whose chord bears S48 degrees 22'47"W thence Southwesterly, along said curve, an arc distance of 46.26 feet; thence S61 degrees 59'47"W, 108.84 feet to the beginning of a curve to the right having a radius of 25.00 feet and a central angle of 97 degrees 27'12" thence Northwesterly, along said curve, an arc distance 42.52 feet; thence S69 degrees 26'59"W 50.00 feet to a point on a curve to the right having a radius of 283.34 feet, a central angle of 08 degrees 08'49", and whose chord bears S16 degrees 28'36"E; thence Southeasterly, along said curve, an arc distance of 40.29 feet; thence S77 degrees 35'48"W 65.00 feet to a point on a curve to the left having a radius of 218.34 feet, a central angle of 19 degrees 44'06" and whose chord bears N22 degrees 16'15"W; thence Northwesterly, along said curve, an arc distance of 75.21 feet; thence S57 degrees 51'41"W 105.00 feet; N32 degrees 08'19"W 6.30 feet; thence S57 degrees 51'41"W 65.00 feet, thence N32 degrees 08'19"W 40.45 feet; thence S57 degrees 51'41"W 65.00 feet; thence N32 degrees 08'19"W 38.58 feet; thence S57 degrees 51'41"W 40.00 feet to the beginning of a curve to the right having a radius of 25.00 feet, a central angle of 134 degrees 07'31" and whose chord bears S34 degrees 55'27" W; thence Southwesterly, along said curve, an arc distance of 58.52 feet; thence S11 degrees 59'13"W 50.00 feet to a point on a curve to the left having a radius of 222.80 feet, a central angle of 11 degrees 34'56" and whose chord bears S83 degrees 48'15"E; thence Southeasterly, along said curve, an arc distance of 45.04 feet; thence S89 degrees 35'43"E 36.41 feet; thence S00 degrees 24'17"W 130.00 feet; thence S89 degrees 35'43"E 2.00 feet; thence S00 degrees 24'17"W 185.07 feet to the beginning of a curve to the right having a radius of 78.18 feet, a central angle of 65 degrees 45'43"; thence Southwesterly, along said curve, an arc distance of 89.73 feet to the beginning of a curve to the left having a radius of 108.18 feet, a central angle of 65 degrees 48'38"; thence Southwesterly along said curve, an arc distance 124.26 feet; run thence N89 degrees 35'43"W 525.00 feet; run thence N00 degrees 26'54"W, along the West boundary of said Section 17, 1343.16 feet to the Point of Beginning; containing 28.13 acres more or less,

O.R. 1399 PG 0121

O.R. 1425 PG 1180

O.R. 8345 PG 237

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THERE IS NO EXHIBIT C

AC PZ

~~O.R. 1399 PG 0122~~

~~O.R. 1425 PG 1181~~

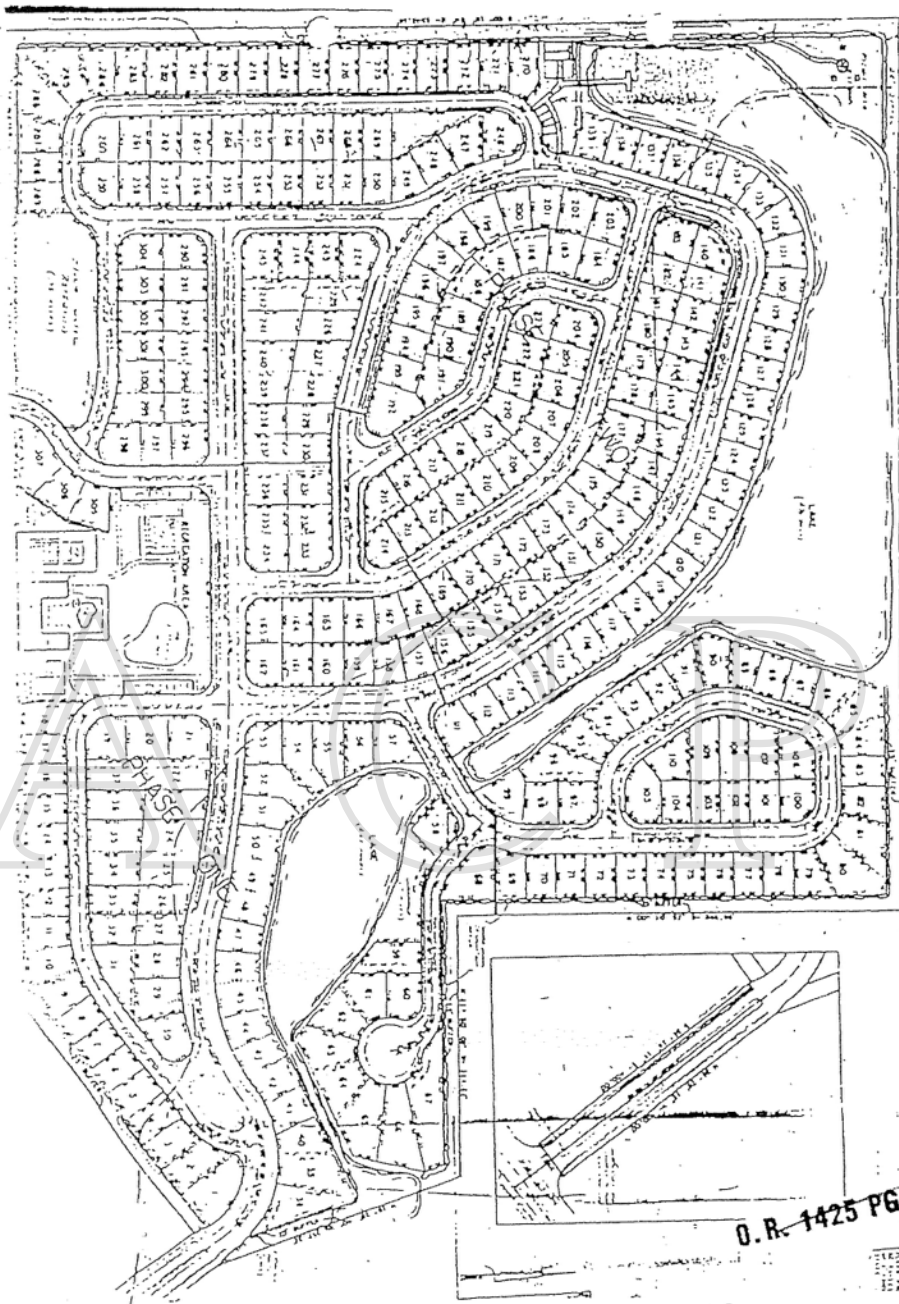
O.R. 8345 PG 238

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EXHIBIT D

American Corded Minimum Point, 1976



O.R. 1425 PG 1182

O.R. 1399 PG 0123

O.R. 1399 PG 0123

O.R. 1425 PG 1182

O.R. 8345 PG 239

EXHIBIT E

AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS

Percentages of Ownership

Phase 1 alone - 1/90th

Phase I and II together - 1/307th

ACPZ

~~O.R. 1399 PG 0124~~

~~O.R. 1425 PG 1183~~

O.R. 8345 PG 240

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EXHIBIT F

AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS

Percentages of Ownership

Phase I alone - 1/90th

Phase I and II together - 1/307th

ACPZ

O.R. 1399 PG 0125

O.R. 1425 PG 1184

O.R. 8345 PG 241

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EXHIBIT G

AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS

Percentages of Ownership

Phase I alone - 1/90th

Phase I and II together - 1/307th

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O.R. 1399 PG 0126

O.R. 1425 PG 1185

O.R. 8345 PG 242

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EXHIBIT H

AMERICAN CONDOMINIUM PARKS-ZEPHYRHILLS

Percentages of Ownership

Phase I alone - 1/90th

Phase I and II together - 1/307th

ACPZ

O.R. 1399 PG 0127

O.R. 1425 PG 1186

O.R. 8345 PG 243

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This is a corrective Declaration of Condominium of American Condominium Parks-Zephyrhills, A Condominium, correcting a scrivener's error in the original Declaration of Condominium of American Condominium Parks-Zephyrhills, A Condominium, recorded on Official Record Book 1399, Page 0094 through 0127, Public Records of Pasco County, Florida.

ACPZ

O.R. 1425 PG 1187

O.R. 8345 PG 244

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CERTIFICATE

I, Regina S. Reeves, being the duly elected secretary of American Condominium Parks - Zephyrhills, A Condominium Association, Inc., do hereby certify that at a duly called meeting of the membership of American Condominium Parks-Zephyrhills, A Condominium Association, Inc., March 17, 2003 the Declaration of Condominium was amended by eliminate the following:

23.4 To eliminate from the clubhouse, one (1) laundry room with eight (8) coin operated washers and eight (8) coin operated dryers.

I, Regina S. Reeves, being the duly elected secretary of American Condominium Parks - Zephyrhills, A Condominium Association, Inc., do hereby set my hand and the seal of the corporation to this certificate this 29th day of September, 2003.

Signed and sealed in the presence of:

Illegible signature

Sandra K. Moran

State of Florida
County of Pasco

Regina S. Reeves
Regina S. Reeves, Secretary

The undersigned, Regina S. Reeves, personally know to me to be secretary of American Condominium Parks - Zephyrhills, A Condominium Association Inc.

Signed and acknowledged the execution of the foregoing certificate this 29th day of September, 2003.

Rosemary A. Bush
Notary Public

My Commission Expires January 31, 2006.

O.R. 5560 PG 1190