

DECLARATION OF CONDOMINIUM
of
SLEEPY HARBOUR, A CONDOMINIUM

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BY THIS DECLARATION SLEEPY HARBOR APARTMENTS AND CONDOMINIUMS, INC., a Florida Corporation, herein referred to as Developer, hereby submits the property described in paragraph 1 to condominium ownership and designates it as SLEEPY HARBOUR, a condominium, herein called the condominium, and declares the restrictions, reservations, covenants, conditions and easements set out herein as applicable to the condominium.

All the restrictions, reservations, covenants, conditions, provisions and easements contained herein are covenants running with or equitable servitudes upon the land, as the case may be, and shall govern perpetually unless terminated as provided herein and shall be binding upon all persons subsequently owning property in the condominium, and, in consideration of receiving and by acceptance of a conveyance, devise, lease or mortgage, all grantees and all parties claiming by, through or under them shall be bound by all the provisions hereof except if Developer shall convey all of the property designated as the condominium to a corporate grantee, then the grantee shall be considered as Developer herein for all intents and purposes. Both the burdens imposed and the benefits shall run with each Unit and the interests in Common Property as herein defined.

1. Development of the Condominium. The Developer will construct upon the following property in Orange County, Florida:

From the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 20, Township 22 South, Range 28 East, run North 00°07'25" East 43.95 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 for the Point of Beginning, said Point of Beginning being on the Northerly right of way line of Orlando Avenue; thence continue North 00°07'25" East 607.86 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of the Southwest corner of Lot 24 of Lake Shore Gardens, as recorded in Plat Book 2, Page 134, Public Records of Orange County, Florida; run thence South 65°05'51" East 1035.44 feet along the boundary of said Lake Shore Gardens to an angle point in said boundary; run thence South 203.02 feet along the West boundary of Lots 2 and 1 of said Lake Shore Gardens to a Point on the Northerly right of way line of the aforesaid Orlando Avenue; said Point being 30 feet Northerly of when measured at right angles to the South boundary of the aforesaid Northeast 1/4 of the Northwest 1/4 of Section 20; run thence North 88°57'07" West 575.71 feet along said Northerly right of way line and parallel with said South boundary of the Northeast 1/4 of the Northwest 1/4; run thence North 83°34'26" West 26.02 feet along said Northerly right of line to the beginning of a curve, concave Southerly, having a radius of 2779.86 feet and an intersection angle of 06°02'20"; run thence Westerly 292.99 feet along the arc of said curve and said Northerly right of way line to the end of said curve; run thence North 89°36'46" West 46.67 feet to the Point of Beginning.

three apartment buildings and other improvements. The property will be divided into three buildings consisting of "57" apartment units to create a condominium development, as shown on the plat recorded in Condominium Book 3 at Pages 11-14, bearing the same building name and/or number, said exhibits being designated as Exhibit "A" hereto, and by this reference made a part hereof. Notwithstanding the actual location of the walls, ceilings and floors, each Unit consists of the space bounded by the vertical projections of the Unit boundary lines shown on the plat between the horizontal planes at the floor and ceiling elevations shown. All property included in this condominium which is not within any apartment unit shall be deemed Common Property and has been designated as Lot A, and hereafter the term "Common Property" shall include and be synonymous with Lot A.

THIS INSTRUMENT PREPARED BY:
MAX F. MORRIS
HELLIWELL, MELROSE & DEWOLF
100 S. ORANGE AVENUE
ORLANDO, FLORIDA 32801
TELEPHONE (305) 549-6390

2. Common Elements. The owner or owners of each Unit shall have a one fifty-seventh (1/57) undivided interest in Lot A. The Common Property includes, but is not limited to ground support areas, stairways, walks, yard area, storage areas, foundations, attic areas, etc.; and substantial portions of the exterior walls, floors, ceilings and wall between Units. The owner or owners of each Unit shall likewise have a one fifty-seventh (1/57) undivided interest (and where there is more than one owner of a Unit, the percentage ownership of such owners shall be divided among the Collective Owners in the proportion of their ownership) in any common surplus. The fee title to each Unit shall include both the unit and an undivided one fifty-seventh (1/57) interest in the common elements to be deemed conveyed with its respective unit. Any attempt to separate the fee title to the unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term common elements when used throughout this Declaration shall mean both common elements, and limited common elements unless the context otherwise specifically requires.

Limited Common Elements. There are Limited Common Elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans, such as porches, balconies and covered patios directly accessible only through an individual unit. These Limited Common Elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and shall pass with a unit as appurtenant thereto. Expenses of maintenance concerning the floor and ceiling surfaces, and maintenance and repair of the screening (except when covered by insurance) of the Limited Common Elements shall be borne by and assessed against the individual Unit Owner. Any other expenses of maintenance, repair or replacement relating to the Limited Common Elements, or involving structural maintenance, repair or replacement, shall be paid for as a part of the common expenses of the Corporation except the expenses of maintenance, repair or replacement made necessary by the act of a Unit Owner, that shall be paid for by the Unit Owner.

The Limited Common Elements which are designated on the condominium plat are reserved for the use of the units designated thereon and are appurtenant thereto to the exclusion of other units, and shall pass with a unit as appurtenant thereto. Expenses of maintenance, repair or replacement concerning these Limited Common Elements shall be paid for as a part of the common expenses of the Corporation, except the expense of maintenance, repair or replacement made necessary by the act of any Unit Owner shall be borne by the Unit Owner. The insurance, maintenance, repair or replacement of carports shall be charged to, and paid for, by the Unit Owner entitled to the use of the carport. The Developer reserves the right to designate individual parking spaces for the exclusive use of individual Unit Owners, which spaces are Limited Common Elements as from time to time may be necessary.

3. Prohibition of Further Subdivision. The space within any of the Units and Common Property shall not be further subdivided. An undivided interest in the Common Property is appurtenant to each Unit, including, but not limited to, the right to occupy and enjoy community facilities, subject to the provisions of this Declaration, the ByLaws, and rules and regulations.

Any owner may convey his interest in a Unit with his undivided interest in the Common Property subject to the provisions of this Declaration. The developer reserves the right to remove party walls between any condominium units in order that the units may be used together as one unit. All assessments and voting rights shall be calculated as if the units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one.

4. Easements. All owners of Units shall have a perpetual easement for ingress to and egress from their Units over stairs, terraces, balconies, walks and other Common Property from and to the public highways bounding the condominium, as an appurtenance to their Units, and a perpetual right or easement, in common with all persons owning an interest in any Unit in the condominium, for the use and enjoyment of all public parts of buildings and to other common facilities (including but not limited to utilities as they now exist) located in the Common Property.

All property covered by the exhibits hereto shall be subject to a perpetual easement for encroachments that now or hereafter exist caused by settlement or movement of the building and encroachments shall be permitted to remain undisturbed, and the easement shall continue until the encroachment no longer exists.

All Units and the Common Property shall be subject to a perpetual easement in gross in favor of the condominium association, SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, herein called the Corporation, and its successors for ingress and egress to perform all obligations of the Corporation set forth herein.

5. Retained Rights of Developer.

a. The Developer and institutional first mortgagees shall have the right to transact any business necessary to consummate sales of condominium parcels, including but not limited to the right to maintain models, have signs identifying the condominium property and advertising the sale of condominium parcels, have employees in the offices, models and recreation buildings, and other Common Property, and use the common elements, and to show units. Sales office furnishings, the furniture and furnishings in the model apartment, signs, and items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. The Developer and its employees shall have the right to exclusive possession of the sales office and the right to bring prospective purchasers through all recreation facilities whenever the Developer shall desire, until such as all condominium parcels of all condominiums constructed or to be constructed in the condominium, have been sold and conveyed.

b. Developer reserves the right to change the location of easements for ingress and egress to other property so long as the easement is in conformity with the requirements of the City of Ocoee and is recorded in the Public Records of Orange County, Florida. The Unit Owners in the condominium acknowledge that the change of easement thus provided for does not materially affect the rights of Unit Owners or the value of units.

c. Alternatively a Developer reserves an easement to install television cables to all the units in the condominium, and to assign the easement, under a cable television contract to be executed between Developer and the condominium association, and cable company if any.

The Developer or his assigns shall have the right to install and maintain a TV antenna tower and any guide wires or other structures necessary for the stability and operation of the tower upon the common elements at a place to be specified by subsequent easement agreement. The Developer or his assigns retains the right to use a room or rooms which he will provide for the storage, use and maintenance of TV equipment and parts to service the antenna system. The Developer or his assigns will have the right to install and maintain an amplifier for the antenna system upon the common property. The amplifier may be located in but not limited to storage rooms. The Developer or his assigns shall have a perpetual easement across the common elements to service the TV tower, equipment and amplifiers.

6. Non-profit Corporation. Articles of Incorporation of SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC., a corporation not for profit have been filed with the Secretary of State of Florida. The principal purpose of the Corporation is to perform the acts and duties desirable for apartment house management for the Units and Common Property and to levy and enforce collection of assessments that are necessary to perform the acts and duties expressly or impliedly imposed upon the Corporation.

The Corporation shall have all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration, the Bylaws and the Articles of Incorporation of the Corporation, and as they may be amended. It shall also have all of the powers and duties of an association under the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of apartment owners and to declare the expenses of rental, membership fees, operation, replacements and other undertakings in connection therewith to be common expenses and may make covenants and restrictions concerning the use of the same by apartment owners and such other provisions not inconsistent with the Condominium Act as may be desired; and the power to contract for the management of the condominium and to delegate to the manager all of the powers and duties of the Corporation except such as are specifically required by this Declaration or by the Bylaws to have the approval of the Board of Directors or the membership of the Corporation.

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the Units shown on the exhibits hereto that is evidenced by recordation in the Public Records of the county where the condominium is located shall automatically be members of the Corporation and their memberships shall automatically terminate when they no longer own the interest.

The owner of each condominium unit, (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where a condominium unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term "Owner", as used herein, shall be deemed to include the Developer.

All the affairs, policies, regulations and property of the Corporation shall be controlled and governed by the Board of Directors of the Corporation who are all to be elected annually by the members entitled to vote. Each Director shall be the owner of a condominium unit (or partial owner individual), (or if a unit is owned by a corporation, including Developer, any duly elected officer or officers of any owner corporation may be elected a director or directors).

It shall be the duty of the Corporation to provide through its agents and employees, for the administration, operation, maintenance, repair and replacement of the Common Property, all exterior doors and all exterior surfaces of the buildings, except windows of individual units and Limited Common Elements, and patio areas, whether Common Property or a part of a unit (unless damage to same is covered by insurance carried by the non-profit corporation), to make reasonable uniform rules and regulations from time to time as well as to perform all other duties expressly or impliedly set forth herein.

The Articles of Incorporation and the Bylaws which govern and control the said Corporation, SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC., are attached hereto and marked Exhibit "B" and by reference made a part hereof.

7. Assessments. The Board of Directors of the Corporation shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the Units and the Common Property and public liability insurance for the Common Property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the Common Property or any other items the Board deems proper. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected.

The total regular annual assessment for each fiscal year assessed against each Unit (and the interest in Lot A appurtenant thereto), and all members owning an interest in each Unit, shall be one fifty-seventh of the total assessment.

After adoption of a budget and determination of the annual assessment per Unit, the Corporation shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the Voting Member representing each Unit at such members' most recent address as shown by the books and records of the Corporation. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Corporation on the first day of each month regardless of whether or not members are sent or actually receive a written notice thereof. In addition, the Corporation shall have the power to levy special assessments against each Unit, if necessary, to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein which shall be on a percentage basis as hereinabove provided.

The record owners of each Unit shall be personally liable, jointly and severally, to the Corporation for the payment of all assessments, regular or special, made by the Corporation and for all costs of collection of delinquent assessments. In the event assessments against a Unit are not paid within sixty (60) days after their due date, the Corporation shall have the right to foreclose its lien for such assessments.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of eight (8%) percent per annum until paid.

The Association shall have a lien on each condominium parcel (the term "Condominium Parcel" shall include the condominium unit and the interest in the common elements) for any unpaid assessments and interest thereon, against the Unit Owner of such condominium parcel. The said lien shall be effective from and after the time of recording in the Public Records of Orange County, Florida (the same being the county in which the condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the Association. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the Public Records of Orange County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interests of the Association. The delinquent owner shall pay all costs, including

reasonable attorneys' fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the Association which are covered by the lien enforced.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an "Institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida. Upon the recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for assessments due and payable after the recordation of said Certificate shall not be impaired and shall be effective as to the grantee of such Certificate of Title.

Any person who acquires an interest in a Unit, except through foreclosure of "an institutional first mortgage," shall be personally liable and jointly and severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership. In the event a member exercises his rights of first refusal or redemption, hereinafter provided, said member shall be liable for the unpaid assessments against the Unit and shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferor.

Any person purchasing or encumbering a Unit shall have the right to rely upon any statement made in writing by a corporate officer regarding assessments against Units which have already been made and which are due and payable to the Corporation, and the Corporation and the members shall be bound thereby. No action or suit shall be brought to enforce by foreclosure any lien arising under this Declaration after two (2) years from the due date of any assessment therefore.

The Corporation may at any time require owners to maintain a minimum balance on deposit with the Corporation to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentages set out hereinabove, and shall in no event exceed (3) three months' assessment.

Anything in this Declaration, or the exhibits attached hereto, to the contrary notwithstanding, the provisions of said Declaration and exhibits attached hereto shall not become applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the Developer to the non-profit corporation mentioned hereinabove, which shall not be later than January 1, 1979, except however, if on said date the Developer has titled out to individual purchasers less than eighty (80%) per cent of the condominium parcels, it may, at its option, continue to manage the condominium project until such percentage of condominium parcels have been titled out to individual purchasers. Until a turnover is perfected as set out above, the Developer shall retain management of the condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. Developer hereby guarantees that the monthly maintenance fee for each apartment shall be thirty-nine (\$39.00) Dollars per unit until October 1, 1975, thereafter the Developer or the association in the event the condominium has been turned over to the association shall have the right to reasonably adjust said fee.

Also during this interim the Developer will not be liable for any accounting of any nature concerning these maintenance funds or their use or application and may use any portion of the same for capital improvements, so long as said improvements are to the condominium project. The Developer shall, during this interim, have a lien on each condominium parcel for any unpaid assessments and interest thereon, against the unit owner and condominium parcel and have the same remedies of personal action and/or foreclosure of said lien to perfect collection.

Upon turning over the management of the condominium project to the owners through their Association, the Developer shall deposit with the Association One Thousand (\$1,000.00) Dollars in cash or prepaid deposits and shall then automatically be released of any and all types of liability to the individual owners or their Association.

8. Sale, Rental, Lease or Transfer. Before the transfer of the interest in a Unit and Lot A to any person, the owner of the Unit shall notify the Board of Directors of the Corporation in writing of the name and address of the person to whom the proposed transfer is to be made, and give such other information as may be required by the Board of Directors. The term "transfer" as used herein shall include any sale, rental, lease or other transfer of any nature. Within five (5) days any one of three members of the Board of Directors appointed for this purpose by the President of the Corporation shall either approve or disapprove a proposed transfer in writing and shall notify the owner. If the committee fails to act or disapproves the proposed transfer and if the member still desires to transfer, thirty (30) days before the transfer he shall give written notice to the Secretary of the Corporation of his intention to transfer on a certain date, and the bona fide price and on the terms contained in the notice provided they notify the Secretary of the Corporation in writing of acceptance at least ten (10) days before the date of the intended transfer. The Corporation shall promptly forward the acceptance to the owner. If the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning a Unit horizontally contiguous to the Unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the transfer with any of the accepting members he chooses. Nothing shall be construed as precluding a group of members from purchasing a Unit.

If the member giving notice receives no written notice from any member accepting his price and terms of the proposed transfer on or before ten (10) days before the day given in the notice as the day of the transfer, then he may complete the transfer within a reasonable time of the date and at the price and terms given in his notice, but at no other price or terms without repeating the procedure outlined above. If a member makes a transfer without first complying with the terms hereof, any other member shall have the right to redeem from the transferee according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the transferee for the monies expended and immediately after reimbursement the transferee shall convey all of his interests to the member making the redemption.

A certificate of the Secretary of the Corporation or the manager stating that the transfer of the Unit and interest in Lot A to certain persons was approved shall be conclusive evidence of the facts and from the date of approval stated in the certificate the redemption rights afforded the members shall terminate.

Notwithstanding anything to the contrary herein, the provisions in this section shall in no way be construed as affecting the rights of an institutional first mortgagee with a recorded institutional first mortgage on any Unit and interest in Lot A, in that the redemption rights as set forth herein shall remain subordinate to any such institutional first mortgage.

Notwithstanding anything to the contrary herein, the provisions of the entire section 8 shall not be applicable to purchases at foreclosures or other judicial sales, to transfers to or from "institutional first mortgages," transfers from or to the Developer nor corporate grantee of all property in this condominium, which said grantee shall be considered as Developer as hereinabove set out; nor transfers wherein an officer of the development corporation, acts as agent, or if said Corporations shall be legally dissolved, wherein any one of the Developers or a member of the last Board of Directors, their administrators or assigns, is acting as agent. The Developer and institutional first mortgagees shall have the right to transact any business necessary to consummate sales of condominium parcels, including but not limited to the right to maintain models, have signs identifying the condominium property and advertising the sale of condominium parcels, have employees in the offices, models and recreation buildings, and other Common Property, and use the elevators and common elements, and to show units and/or apartments. Sales office furnishings, the furniture and furnishings in the model apartment, signs, and items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. Further the Developer and its employees shall have the right to exclusive ownership and possession of the model apartment and sales office located in the common area, and developer shall further have the right for said building to remain so located until such time as all condominium parcels have been sold. After the last apartment has been sold, the Developer agrees that it will remove, at its expense, said model and sales office.

The provisions of this section 8 shall not apply to transfers by a unit owner to any member of his immediate family (viz. spouse, children or parents).

An owner of a unit may not transfer his interest in said unit to a purchaser without simultaneously transferring his undivided interest in the Common Property to said purchaser.

An owner of a unit may not lease or rent his interest in said unit more than twice in any calendar year, and then only in conformance with the provisions of this Section 8; provided, however, that said rentals may be for any terms agreed upon between the unit owner and lessee and approved as set out hereinabove. This restriction limiting the number of rentals per unit in any calendar year may be amended only upon the unanimous consent of all unit owners.

The purpose of the covenants in this section is to maintain a congenial residential community, non-transitory in nature, and this covenant shall exist until this Declaration is modified or until the condominium apartment project is terminated as hereinafter provided.

9. Obligations of Members. Every owner of an interest in one of the units shall (in addition to other obligations and duties set out herein):

- (a) Promptly pay the assessments levied by the Corporation.
- (b) Maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Apartment Unit (such as the surfaces of the walls, ceilings, floors) whether or not part of the apartment or Common Property, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit. Said Unit shall be maintained in accordance with this Declaration and exhibits hereto, except for changes or alterations approved in writing by the Corporation.

- (c) Not use or permit the use of his Unit for any purpose other than as a single family residence and maintain his Unit in a clean and sanitary manner.
- (d) Not make or cause to be made a structural addition or alteration to his Unit or to the Common Property without prior written consent of the President of the Developer Corporation (or a majority of the Board of Directors of the non-profit Corporation, if management of the condominium has been turned over to it).
- (e) Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Property or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or in or on the Common Property.
- (f) Conform to and abide by the ByLaws and uniform rules and regulations which are attached hereto as Exhibit C in regard to the use of Units and Common Property which may be adopted in writing from time to time by the Board of Directors of the Corporation, and to see that all persons using owner's property by, through or under him do likewise.
- (g) Allow the Board of Directors or the agents and employees of the Corporation to enter any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within Units or the Common Property or in case of emergency threatening Units or the Common Property, to determine compliance with these Restrictions, Reservations, Covenants, Conditions and Easements and the ByLaws of the Corporation.
- (h) Show no sign, advertisement or notice of any type on the Common Property or his Unit and erect no exterior antennas and aerials except as provided under uniform regulations promulgated by the Corporation. This sub-paragraph (h) shall not apply to the Developer and/or institutional first mortgagee.
- (i) Boats, trailers and other recreational lake craft if permitted by the Developer or Association may be parked, kept or stored only in those areas as from time to time are designated by the Developer or Association in the Rules and Regulations attached hereto as Exhibit C.
- (j) Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the owners of the Unit, whereas the Corporation shall pay for and be responsible for repairs and electrical wiring within the Common Property.
- (k) Canines and felines in excess of fifteen (15) inches in height are hereby specifically prohibited. Canines and felines which are under fifteen (15) inches in height shall be allowed provided, however, that replacement of such animals will not be allowed. Parrots and parakeets may also be allowed.

10. Enforcement of Maintenance. In the event owners of a unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, the Corporation or an owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Corporation shall have the right to levy at any time a special assessment against the owners of the Unit and the Unit for the necessary sums to put their improvements within the Unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Corporation shall have the right to have its employees and agents enter the Unit at any time to do such work as deemed necessary by the Board of Directors of the Corporation to enforce compliance with the provisions hereof.

The Board of Directors of the Corporation may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property.

The Corporation shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or any exterior surface, etc., at any time without the written consent of the Corporation, except, however, the owner may paint or resurface the ceiling and floor of private screen porches or screened balconies immediately adjoining his Unit.

In the event the Corporation fails to maintain the common property, in accordance with its obligations hereunder, any owner of an interest in any Unit, or institutional first mortgagee of a Unit, shall have the right to seek specific performance in a court of equity to compel the Corporation to do so, or in the event of emergency repairs needed to utilities, walls, etc., the owner of an interest in any Unit may give the Corporation twenty-four (24) hours notice to repair same, and if it is not done, said owner may proceed to contract in his own name to make such repairs and the Corporation shall be obligated to reimburse said owner for the reasonable value of the repairs which were necessary and for which the Corporation has financial responsibility.

11. Destruction of Improvements and Insurance. The Corporation shall obtain fire and extend coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements erected within SLEEPY HARBOUR, a condominium, for the full replacement value and the premium for such coverage and all other insurance deemed desirable by the Corporation, shall be assessed against the owner of such Unit as part of the annual assessment. The Corporation shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing improvements for the ensuing year. On the basis of said survey, the Corporation shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure complete replacement or repair to damaged improvements as hereinabove set forth. The original policy shall be held by the Corporation, with institutional first mortgagees to be named in the policy as their interest may appear, and certification of insurance shall be furnished to them.

In the event a loss occurs to any improvements within any of the Units alone, or in the event that a loss occurs to improvements within the contiguous Common Property or to improvements within the Common Property alone, payments under the policy shall be made jointly to the Corporation and to the institutional holders or mortgagees on Units; and said proceeds shall be expended or disbursed as follows:

(a) All Corporate officers and employees handling funds shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees shall endorse the insurance company check to the Corporation, and the Corporation will promptly contract for the necessary repairs to the improvements within the Common Property and within the damaged Units.

(b) The improvements shall be completely restored and repaired. The Corporation shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Corporation and the contractor, which construction contract shall be subject to written approval of the institutional mortgagee or mortgagees holding a mortgage or mortgages on any damaged individual Unit or Units. However, where the condominium project has been abandoned, as hereinafter provided for, the insurance proceeds shall be disbursed by the Corporation to the owners and mortgagees of the individual Units as their interests appear.

Under all circumstances the Corporation hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within the Units or the Common Property. The Corporation shall also obtain public liability insurance covering all of the common elements included in Lot A and insuring the Corporation and the common owners as its and their interests appear, in the minimum amount of \$500,000.00 combined single limit of One Million Dollars.

12. Termination of the Condominium Project. At any time when there has been total loss of the Units and improvements on the Common Property and the members by majority vote, vote to abandon the condominium project, the condominium shall be terminated.

Additionally at any time upon the written unanimous consent of all Voting Members and all owners and holders of institutional first mortgage liens on any Units, the condominium project may be abandoned for any reason whatsoever, whether or not any destruction to property has occurred.

Immediately after the required vote or consent to terminate, each and every Unit Owner shall immediately convey by Warranty Deed to the Corporation all of said Unit Owner's right, title and interest to any Unit and to the Common Property, provided the Corporation's officers and employees handling funds have been adequately bonded and the Corporation or any member shall have a right to enforce such conveyance by making specific performance in a court of equity.

The Board of Directors of the Corporation shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Corporation, and all obligations incurred by the Corporation in connection with the management and operation of the property up to and including the time when distribution is made to the Unit Owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the Unit Owners in the manner now about to be set forth.

The distribution share of each Unit Owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the percentage opposite the unit number on the attached Exhibit D, the provision of the section for determining the distributive share of each unit owner shall prevail over Section 7.

Upon the determination of each Unit Owner's share as above provided for, the Corporation shall pay out of each Unit Owner's share all mortgages and other liens encumbering said Unit in accordance with their priority and, upon such payment being made, all mortgages and lienors shall execute and record satisfactions or releases of their liens against said Unit or Units, regardless of whether the same are paid in full. Thereupon, the Directors of the Corporation shall proceed to liquidate and dissolve the Corporation, and distribute the remaining portion of each distributive share, if any, to the Owner or Owners entitled thereto. If more than one person has an interest in a Unit, the Corporation shall pay the remaining distributive share allocable to said Unit to the various Owners of such Unit, excepting that if there is a dispute as to the validity, priority or amount, of mortgages or liens encumbering a Unit, then payment shall be made to the Owner and/or Owners of such Unit and to the owners and holders of the mortgages and liens encumbering said Unit.

As evidence of the members' resolution to abandon passed by the required vote or written consent of the members, the President and Secretary of the Corporation shall effect and place in the Public Records of Orange County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consents, if any, of institutional first mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the Condominium Parcel to the Corporation and the Corporation to the Purchaser, the title to said property thereafter shall be free and clear from all the restrictions, reservations, covenants, conditions and easements set forth in this Declaration and the Purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

13. Modification, Invalidation and Operation. These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modification in the Public Records of Orange County, Florida, signed by all the owners of two-thirds (2/3) or more units and by all owners and holders of first mortgage liens on any Units, except unanimous consent of the owners shall be necessary to change the vote or consent necessary to terminate the condominium project, and further except that, with the consent of all institutional first mortgagees, the Developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration, until eighty (80%) per cent of the units have been sold and titled out to individual purchasers; and further except that the Developer, or if said corporation has been legally dissolved, then any one of the Developers, or a member of the last Board of Directors, their administrators or assigns, must approve in writing of any modification or amendment of Section 8, entitled, "Sale, Rental, Lease or Transfer" hereinabove.

Invalidation of any of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration of SLEEPY HARBOUR, a condominium, or in conveyance of a Unit by the Developer, by judgment, court order, or law shall in nowise affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Corporation.

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

14. Subordination. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property or any part thereof and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Corporation, and the Owner or Owners of any part of said condominium, may be enforced against the owner of the portion of said property subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, unless said purchaser be an institutional first mortgagee which had a mortgage on said Unit at the time of the institution of said foreclosure action, or the Developer.

15. Improvements. Subsequent to the original construction, improvements and additions to the Common Property may be made by the Corporation levying a special assessment, provided, however, no such assessment shall be levied for improvements which shall exceed one-sixth (1/6) of the current regular annual assessment, unless prior written unanimous consent is received from all Voting Members.

16. Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular, and the singular shall include the plural.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

17. Remedies for Violations. For violation or a breach of any provisions of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Corporation, and the members thereof, or an institutional first mortgagee, or any of them, severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the Corporation shall have the right whenever there shall have been built within the Condominium any structure which is in violation of this Declaration, to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner; provided, however, the Corporation shall then make the necessary repairs, improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

18. Amendment. An amendment to this Declaration made by the Developer shall be evidenced by a certificate executed by the Developer with the formalities of a deed as required by the laws of the State of Florida and shall include the recording date identifying this Declaration. An amendment made to this Declaration by unit owners shall be evidenced by a certificate executed with the

formalities of a deed, which certificate need not be executed by the Unit Owners, but need only be executed by the President or any Vice President to the Association and attested by the secretary or any assistant secretary of the Association, and shall be executed by them with the formalities of a deed and shall include the recording data identifying the Declaration, and an Affidavit executed by the President or a Vice President of the Association shall be attached to the certificate certifying that 66 2/3% or more of the Unit Owners entitled to vote voted in favor of the amendment provided, however, that no such amendment shall adversely effect the lien or priority of any previously recorded mortgage of any institutional lender as it effects a condominium unit. Any provision contained herein specifically required more or less than 66 2/3% of the Unit Owners to consent to an amendment shall control.

As long as the Developer shall hold fee simple title to any unit or condominium property or property that may subsequently become part of the condominium property in the manner provided herein, any amendment promulgated by the Developer will automatically overrule any inconsistent amendment promulgated prior to or after the Developer's amendment by the Association. The Developer's amendment shall be effective without the joinder of any record owner of any unit or the joinder of any record owner of any lien thereon; provided however, that no such amendment shall adversely affect the lien or priority of any previously recorded mortgage of any institutional lender as it effects a condominium unit or change the size or dimensions of any unit not owned by the Developer.

IN WITNESS WHEREOF, SLEEPY HARBOR APARTMENTS AND CONDOMINIUMS, INC., caused these present to be signed in its name by its President, and its corporate seal affixed, attested by its Secretary, the 6th day of February, 1974.

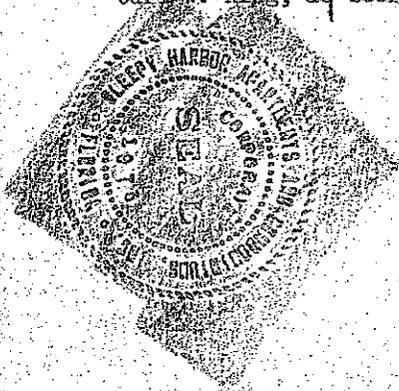
SLEEPY HARBOR APARTMENTS AND CONDOMINIUMS, INC.

(Corporate Seal)

By W. Kent Tyus
W. Kent Tyus, as President

Attest:

X Carl W. King
Carl W. King, as Secretary



STATE OF Florida)
COUNTY OF Orange) ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared William Kent Tyus and Carl W. King well known to me to be the President and Secretary respectively, of Sleepy Harbor Apartments and Condominiums, Inc. corporation, who executed the foregoing instrument, and that they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of February, A.D., 19 74.

Mac J. Dooan
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES A.D. 19 1974
BONDED THROUGH FRED W. DIESTELHORST

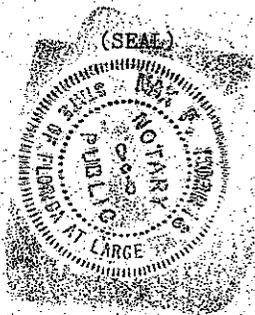
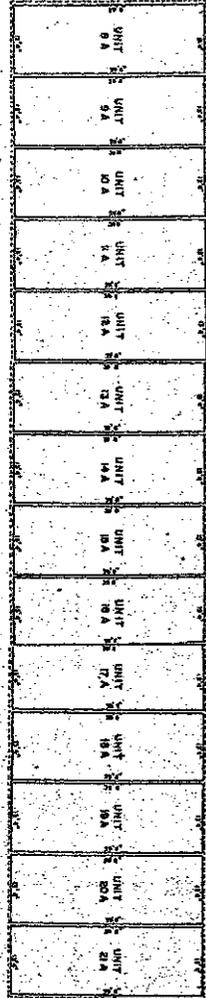


EXHIBIT "A"

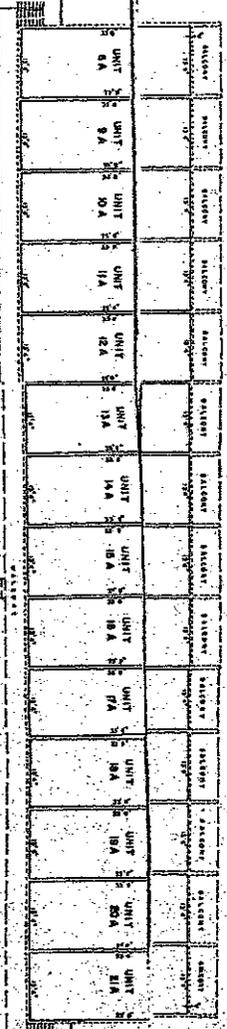
SURVEY

SLEEPY HARBOUR

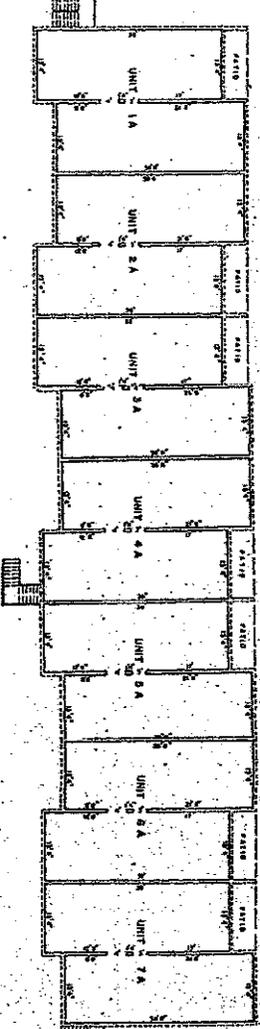
BUILDING A



THIRD FLOOR
FINISHED FLOOR ELEVATION - 12.80
UNFINISHED CEILING ELEVATION - 12.80
ALL WALLS ARE 4" THICK
ALL DOOR OPENINGS
SHOW UNIT OF 1.00



SECOND FLOOR
FINISHED FLOOR ELEVATION - 12.80
UNFINISHED CEILING ELEVATION - 12.80
ALL WALLS ARE 4" THICK
ALL DOOR OPENINGS
SHOW UNIT OF 1.00



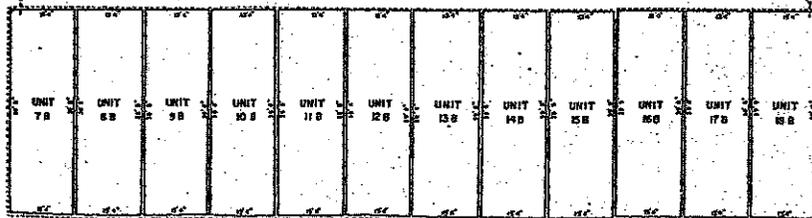
FIRST FLOOR
FINISHED FLOOR ELEVATION - 09.50
UNFINISHED CEILING ELEVATION - 11.50
ALL WALLS ARE 4" THICK
ALL DOOR OPENINGS
SHOW UNIT OF 1.00

JOB NO. 21504

SCALE 1/4" = 1'-0"
EXHIBIT B
SHEET 2 OF 4 SHEETS

SLEEPY HARBOUR

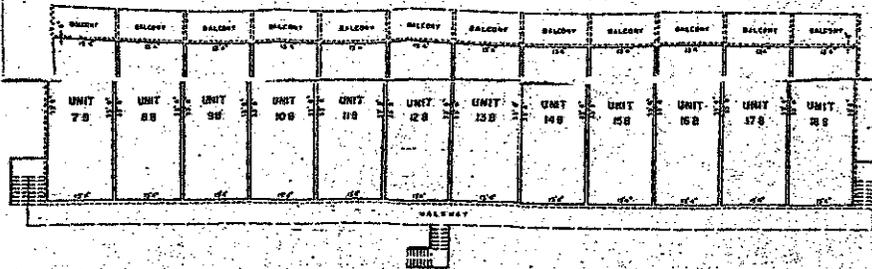
BUILDING B



THIRD FLOOR
FINISHED FLOOR ELEVATION = 125.00
UNFINISHED CEILING ELEVATION = 133.60

ALL WALLS ARE 6" IN WIDTH
UNLESS NOTED OTHERWISE

SECOND STORY OF A TWO
STORY UNIT.

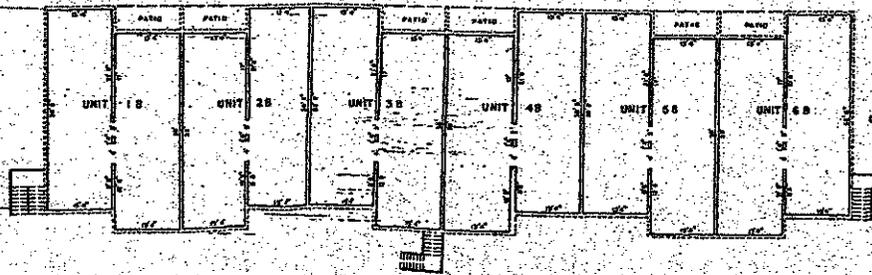


SECOND FLOOR

FINISHED FLOOR ELEVATION = 117.00
UNFINISHED CEILING ELEVATION = 125.60

ALL WALLS ARE 6" IN WIDTH
UNLESS NOTED OTHERWISE

FIRST STORY OF A TWO
STORY UNIT.



FIRST FLOOR

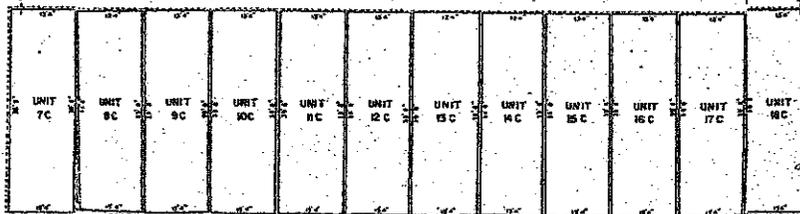
FINISHED FLOOR ELEVATION = 108.50
UNFINISHED CEILING ELEVATION = 116.50

ALL WALLS ARE 6" IN WIDTH
UNLESS NOTED OTHERWISE

SCALE: 1/4" = 1'-0"
EXHIBIT 'B'
SHEET 3 OF 4 SHEETS

SLEEPY HARBOUR

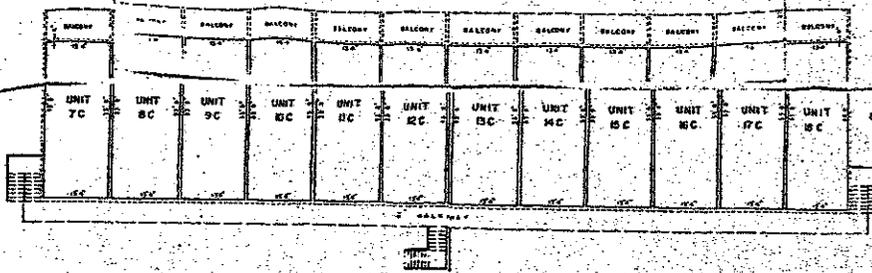
BUILDING C



THIRD FLOOR
FINISHED FLOOR ELEVATION = 122.60
UNFINISHED CEILING ELEVATION = 130.00

ALL WALLS ARE 6" IN THICKNESS UNLESS NOTED OTHERWISE

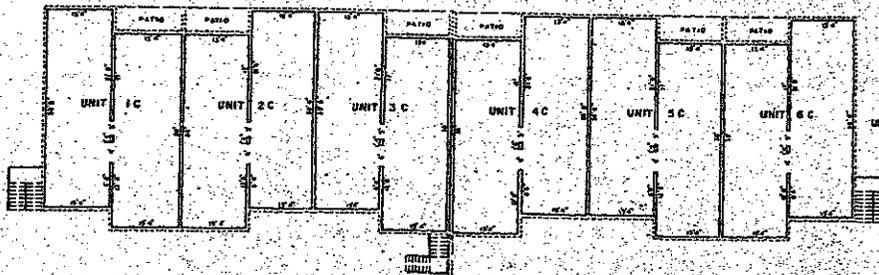
SECOND STORY OF A TWO STORY UNIT.



SECOND FLOOR
FINISHED FLOOR ELEVATION = 114.00
UNFINISHED CEILING ELEVATION = 122.00

ALL WALLS ARE 6" IN THICKNESS UNLESS NOTED OTHERWISE

FIRST STORY OF A TWO STORY UNIT.



FIRST FLOOR
FINISHED FLOOR ELEVATION = 105.50
UNFINISHED CEILING ELEVATION = 113.50

ALL WALLS ARE 6" IN THICKNESS UNLESS NOTED OTHERWISE

SCALE 1/4" = 1'-0"
EXHIBIT 'B'
SHEET 4 of 4 SHEETS

EXHIBIT "B"

ARTICLES OF INCORPORATION
AND
BYLAWS
OF
SLEEPY HARBOUR CONDOMINIUM
ASSOCIATION, INC.

ARTICLES OF INCORPORATION
OF
SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

The undersigned hereby associate themselves to form a corporation not for profit under Chapter 617, Florida Statutes.

1. NAME. (a) The name of the corporation shall be SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

(b) The initial principal office of the corporation shall be 2211 Lee Road, Winter Park, Florida but may be changed from time to time by the Board of Directors.

2. PURPOSE. The purposes of the corporation are:

(a) To perform all acts and duties normally performed by the condominium apartment manager for the property included in the Declaration of Condominium for the condominium known as SLEEPY HARBOUR, a Condominium in Orange County, Florida, herein called the Declaration, the legal description of the condominium property being attached to the Declaration.

(b) To establish and collect assessments from the members for operating, maintaining, repairing, improving and administering the property and collect and enforce liens for the assessments.

(c) To provide for the operation, administration, maintenance, repair, improvement, replacement, insurance and utilities for the property from the proceeds of the assessments and maintain the personal property as provided by the ByLaws.

(d) To carry out the duties required of and exercise the powers granted to the corporation and accept the benefits conferred on it by the Declaration.

(e) To enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the condominium, to provide for the enjoyment, recreation or other use of benefit of the members.

(f) To contract with third parties for the management of the condominium and delegate to them all powers and duties of the corporation except those that are specifically required by the Declaration and By-Laws, or either, to be approved or performed by the Board of Directors or the members of the corporation.

(g) No part of the income of the corporation shall be distributed to its members, directors or officers except to reimburse them for expenses paid by them for the corporation.

3. MEMBERS. (a) All persons owning a vested present interest in the fee title to a unit in the condominium shown by recordation of an instrument in the Public Records of the county where the condominium is located shall be members after approval of the transfer as provided in the Declaration unless their conveyance is from the developer. Their membership shall automatically terminate when they no longer own the interest.

(b) Owners of a unit shall collectively be entitled to one vote, but when a unit is owned by the managing corporation, no vote shall be allocated for it.

4. TERM. The corporation shall have perpetual existence.

5. SUBSCRIBERS. The names and residences of the subscribers are as follows:

Mary E. Register 100 S. Orange Ave. Orlando, Florida	W. Kent Tyus 2211 Lee Road Winter Park, Florida	Max F. Morris 100 S. Orange Ave. Orlando, Florida
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6. DIRECTORS. The affairs and property of the corporation shall be managed initially by a Board of Directors composed of three (3) members, but this number may be changed in the initial ByLaws or thereafter by amending the ByLaws at any annual meeting of members of the corporation. Directors shall be elected by the members in accordance with the ByLaws at the annual meeting of members of the corporation. Directors shall be elected to serve for a term of one (1) year. In the event of a vacancy the directors shall appoint a director to fill the vacancy. The names and addresses of the directors who shall serve until the first election are:

W. K. Tyus
2211 Lee Road
Winter Park, Florida

Astrid I. Tyus
2211 Lee Road
Winter Park, Florida

Carl W. King
Route 1, 142A
Longwood, Florida

7. OFFICERS. The Board of Directors shall elect from among its members a President, Vice President, Secretary-Treasurer and such other officers as it deems proper at the annual meeting of the Board of Directors to be held immediately following the annual meeting of the members. The names of the officers who shall serve until the first election under these articles are:

W. Kent Tyus	-	President
Carl W. King, Jr., II	-	Vice President
Carl W. King	-	Secretary-Treasurer

8. EXCULPATION. The directors and officers may lawfully and properly exercise the powers given in paragraph 2 notwithstanding that some or all of them who may be directly or indirectly concerned in the exercise of the powers and in the negotiation and consummation of agreements, or either, are some or all of the persons with whom the corporation enters into the agreements or who own part or all of the entity with which the corporation enters into the agreements.

9. BYLAWS. The initial ByLaws of the corporation shall be adopted by the incorporators. Thereafter ByLaws may be adopted, amended or repealed by the members of the corporation.

10. AMENDMENT. Any five (5) members of the corporation may propose amendments to the Articles of Incorporation. The affirmative vote of 75% of the persons entitled to vote at a members' meeting of the corporation shall be necessary to adopt the proposed amendments.

IN WITNESS WHEREOF, the Subscribers has affixed their signature hereto this 24th day of January, 1974.

William Kent Tyus (SEAL)
W. Kent Tyus
Max F. Morris
Max F. Morris
Mary E. Register
Mary E. Register

STATE OF FLORIDA
COUNTY OF ORANGE

FOR 2504 PG 842

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the State and County named above to take acknowledgments, personally appeared W. Kent Tyus, Max P. Morris and Mary E. Register, to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation, and acknowledged before me that they subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 24th day of January, 1974.

Burr Caldwell
Notary Public, State of
Florida at Large

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires Sept. 7, 1975

SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

BYLAWS

Section 1.1. Definitions. As used in these ByLaws, association means the corporation named in the title to these ByLaws; corporate refers to the association; member or members means the owner or owners of units in the condominium, but in reference to voting means the person entitled to cast the vote attributable to unit ownership; Board of Directors or directors means that or those of the association; condominium means the condominium for which the corporation is the association as defined by the condominium act; declaration means the declaration of condominium of the condominium; Certificate of Incorporation means that of the association, and corporate office means that located at 2211 Lee Road, Winter Park, Florida.

Section 1.2. Precedence of Documents. Except as otherwise provided in the documents, if there is a conflict among the provisions of the following documents, the provisions of the documents shall prevail in the following order: Declaration, Certificate of Incorporation, these ByLaws and regulations promulgated by the Board of Directors.

Section 1.3. Number and Gender. Singular number and masculine gender are used in these ByLaws but include plural number and any gender when the context requires or permits.

Section 2.1. Annual Meeting. After the organizational meeting annual meeting of members of the association shall be held at SLEEPY HARBOUR.

Section 2.2. Special Meetings. Special meetings of members shall be held when directed by the President or the Board of Directors or when requested in writing by persons having the right to cast a majority of the votes entitled to vote at the meeting. A meeting requested by the members shall be called for a date not less than ten nor more than thirty days after the request is delivered to the President. The call for a meeting shall be issued by the Secretary unless the President or Board of Directors designate another person to do so.

Section 2.3. Place. Meetings of members shall be held at the corporate office.

Section 2.4. Notice. The Secretary or other person designated to issue the call shall mail or deliver a notice of the meeting to each person entitled to vote at his address as shown on the records of the association not less than ten nor more than thirty days before the date of the meeting. The notice shall state the purpose of the meeting and the time it is to be held. It is sufficient for any adjournment of the meeting. A member may waive notice before, at or after a meeting.

Section 2.5. Record Date. The record date on which the persons who are entitled to notice of the meeting are determined is five days before the first notices are mailed or delivered.

Section 2.6. Voting. Every member is entitled to one vote on each proposal presented at the meeting for each unit recorded in his name in the public records of the county where the condominium is located. If a unit is owned by one person, his right to vote is established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote conferred by the unit ownership shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the association. If a unit is owned by a corporation, the person entitled to cast the vote conferred by the unit ownership shall be designated by a certificate signed by the President or a Vice President of the corporation and filed with the secretary of the association. The certificates shall remain valid until revoked or superseded by

a subsequent certificate or until a change in the ownership of the unit. A certificate designating the person entitled to cast the vote conferred by Unit ownership may be revoked or superseded by any owner of the unit. If a certificate is not on file, the vote conferred by the unit ownership shall not be considered in determining a quorum or for any other purpose. The records showing who is entitled to vote shall be produced at a meeting of members on the request of a member. The act of a majority of those voting at a meeting of members at which a quorum is present is the act of the members.

Section 2.7. Quorum. A majority of the units entitled to a vote at the time is a quorum at a meeting of members.

Section 2.8. Proxies. Any person entitled to vote at a meeting of members may be represented and vote by a proxy appointed by a written instrument that is delivered to the secretary of the meeting. If an instrument designates two or more persons to act as proxies, a majority of the persons present at the meeting, or if only one is present, that one has all of the powers conferred by the instrument unless the instrument provides otherwise.

Section 2.9. Business Transacted. No act at a meeting of members is valid unless the meeting is called and notice furnished as provided in Section 2.4, or unless notice is waived by all members not present at the meeting except for acts required or authorized by the Declaration. No business may be transacted except that specified in the notice or required by these ByLaws, the Certificate of Incorporation or the Declaration unless all persons entitled to vote are present in person or by proxy in which case any business may be transacted.

Section 2.10. Adjournments. If a quorum is not present at a called meeting, the presiding officer may adjourn it from time to time without notice other than by announcement at the meeting until a quorum attends. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

Section 2.11. Order of Business. The order of business at annual meetings of members and as far as applicable at other meetings, shall be:

- a. Call of the roll and certifying of proxies
- b. Proof of notice of meeting or waiver of notice
- c. Reading and disposition of unapproved minutes
- d. Reports of officers
- e. Reports of committees
- f. Election of inspectors of election
- g. Election of directors
- h. Unfinished business
- i. New business
- j. Adjournment

Section 3.1. Function. The affairs and property of the association shall be managed and its corporate powers exercised by the Board of Directors.

Section 3.2. Powers. The Board of Directors has the following powers:

- a. To enter into all contracts for the conduct of the affairs of the association.
- b. To buy, hold, sell, assign, and convey corporate property when authorized by the Declaration.
- c. To expend assessments for the purposes of the condominium.
- d. To do everything necessary or proper to accomplish the purpose stated in the Certificate of Incorporation.

- e. To employ, dismiss and control personnel required to operate the condominium.
- f. Those conferred on corporations by statute, except as limited by the Declaration or these ByLaws, and on associations by Chapter 711, Florida Statutes, and on this corporation by the Declaration or these ByLaws.
- g. To enforce Chapter 711, Florida Statutes, the Declaration, these ByLaws and the regulations promulgated by the Board of Directors.
- h. To contract for the management of the condominium and common elements and to delegate all powers and duties of the association except those that these ByLaws require the Board of Directors or members only to perform.

Section 3.3. Number. The association shall have five directors. The number of directors may be changed by the members at any annual meeting.

Section 3.4. Qualifications. All directors shall be owners or co-owners or officers or corporate owners of units and of full age.

Section 3.5. Election and Term. The directors shall be chosen at the annual meeting of the members by a plurality of the votes cast at the election and shall hold office until the next annual meeting of members or the election and qualifications of their successors. Directors may be removed by a majority vote of the persons entitled to vote at any meeting of members.

Section 3.6. Vacancies. Vacancies in the Board of Directors shall be filled until the next annual meeting of members by a majority vote of the directors remaining in office.

Section 3.7. Quorum. A majority of the directors is a quorum at a meeting of the Board of Directors. The act of a majority of the directors present and voting at a meeting when a quorum is present is the act of the Board of Directors.

Section 3.8. Place. Meetings of the Board of Directors shall be held at the corporate office.

Section 3.9. Time and Notice. An annual meeting of the Board of Directors shall be held immediately following the annual meeting of members without further notice. Other meetings may be held at the times that the Board of Directors fixes or on the call of the President or the call of a majority of the directors. Regular meetings of the Board of Directors may be held at the time fixed by a majority of the directors from time to time. Notice of special meetings shall be given by the Secretary to each director not less than three days before the meeting unless it is waived at, before or after the meeting. Notice may be given in writing, personally or by telephone. Any business may be transacted at a meeting at which all directors are present, even though without notice, but otherwise only the business specified by the notice shall be transacted.

Section 3.10. Order of Business. The order of business at meetings of the Board of Directors shall be:

- a. Call of the roll
- b. Proof of notice of meeting
- c. Reading and disposition of unapproved minutes
- d. Reports of officers and committees
- e. Election of officers, if applicable
- f. Unfinished business
- g. New business
- h. Adjournment

Section 3.11. Regulations. The Board of Directors may adopt, amend and rescind regulations to govern the operation and use of the condominium, its property, the common elements and any leased recreational or other facilities. The regulations shall be uniform and shall not conflict with the Declaration or these ByLaws.

Section 4.1. Officers. The association shall have a President, who shall be a director, one or more Vice Presidents when chosen by the Board of Directors, a Secretary and a Treasurer. They shall be chosen by the Board of Directors at its annual meeting and shall serve until their successors are chosen and qualify. All other officers and agents shall be chosen, serve the terms and have the duties that the Board of Directors prescribes. A person may hold more than one office but the President shall not also be the secretary or Assistant Secretary. No person holding more than one office shall execute an instrument in the capacity of more than one office.

Section 4.2. President. The President is the chief executive officer of the association, shall have general management of the business and affairs of the association subject to the directions of the Board of Directors, shall preside at meetings of members and the Board of Directors and appoint members of committees that he deems appropriate in the conduct of the affairs of the association.

Section 4.3. Vice President. The Vice President holding the oldest appointment to that office if there is more than one, shall act as president in the absence or inability to serve of the President. The Vice Presidents shall perform the other duties prescribed by the Board of Directors.

Section 4.4. Secretary. The Secretary shall have custody of and maintain all the corporate records except the financial records, shall record the minutes of meetings of the Board of Directors and members, send notices of meetings required to be sent by him and perform the other duties prescribed by the Board of Directors.

Section 4.5. Treasurer. The Treasurer shall have custody of corporate funds and financial records shall keep full and accurate accounts of receipts and disbursements and render accounts of them when required by the President or Board of Directors and at the annual meeting of members and shall perform the other duties prescribed by the Board of Directors.

Section 4.6. Removal. An officer may be removed by a majority vote of the Directors at any meeting of the Board of Directors.

Section 5.1. Execution of Documents. All deeds, mortgages, releases, satisfactions, negotiable papers, contracts, notices of liens, certificates and other instruments shall be executed on behalf of the association by the President or a Vice President. The attestation of the Secretary is not necessary. The Board of Directors may authorize other persons to execute instruments for the association.

Section 5.2. Form of Seal. The form of the corporate seal shall be designated by the Board of Directors from time to time.

Section 6.1. Accounts. The receipts and expenditures of the association shall be credited and charged to appropriate accounts under the following classifications:

- a. Current expense, including all receipts and expenditures within the fiscal year for which the budget is made and a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each fiscal year shall be applied to reduce the assessments for current expense for the succeeding fiscal year.

- b. Reserve for deferred maintenance, including funds for maintenance items that occur less frequently than annually.
- c. Reserve for replacement, including funds for repair or replacement required because of damage, depreciation or obsolescence.
- d. Optional expenses defined as those approved by the members but not required to be paid by the Declaration, these ByLaws or any contract of the association.

Section 6.2. Budget. The Board of Directors shall adopt a budget for each fiscal year that includes the estimated funds needed to pay all expenses that the association is required to pay under the Declaration, these ByLaws or any contract of the association. If an item or proper expense is omitted from the budget, the budget shall be amended to include the item. The budget may also include amounts for additions to the condominium when the additions have been approved as required by the Declaration. Assessments for the additions shall be made against those members only who are liable for them. The budget may include expenses that are not required to be paid by the association but these expenses must be approved by all members in writing or unanimously at a meeting of members. The unanimous vote or consent is unnecessary when the nonconsenting members are relieved from payment of the assessment. Copies of the budget and any amendments shall be transmitted to each member within a reasonable time after it is adopted.

Section 6.3. Required Assessments. The Board of Directors shall assess members for their shares of the budget at least 30 days before the end of the fiscal year for which the assessments are made. If an assessment is not made as required, an assessment in the amount of the last prior assessment shall continue in force until changed by an amended assessment. Annual assessments shall be paid in equal monthly installments on the first day of each month beginning on the first month of the fiscal year. The unpaid assessment for the remaining part of the fiscal year when an amended assessment is made shall be increased or decreased, as the case may be, and paid in equal monthly installments for the remaining months of the fiscal year. If the Board of Directors fails to include a proper item of expense in the budget and amends the budget to include the item, a proper additional assessment shall be made. Assessments may be rounded off to the nearest larger dollar amount. Notice of the amount of the assessment of a member shall be mailed or delivered promptly to the member at the address shown on the records of the association. Payment is due whether or not the member receives the notice. The association may require members to maintain security deposits to pay future assessments not exceeding three monthly installments.

Section 6.4. Optional Assessments. If the assessment for optional expenditures is insufficient, the budget and assessment may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed 105% of the account for that fiscal year. An account that exceed the limitation is subject to the approval of the members as required in these ByLaws. The provisions about payment and notice in Section 6.3 apply to optional assessments.

Section 6.5. Emergency Assessment. Assessments for common expenses of emergencies that cannot be paid from the regular assessments for common expenses shall be made only after notice of the need is given to the members. After notice of the Board of Directors may make the assessment. It is due after thirty day's notice in the manner that the Board of Directors specifies in the notice of assessment. Emergency means a sudden unanticipated occurrence requiring immediate action to avoid loss or damage to the condominium or its property. The provisions of Section 6.3 about notice and payment apply to emergency assessments.

Section 6.6. Collection. If a member fails to pay an assessment, or part of it, for ten days, the Secretary shall mail a notice of default to the member, certified or registered mail, return receipt requested, making a demand for payment. If payment is not made within ten days after mailing, the Board of Directors shall enforce collection. Amounts coming due subsequent to commencement of an action to enforce collection, but before judgement, may be added to the claim at any time before judgment. Collection may be enforced by any appropriate legal remedy.

Section 6.7. Audit. An examination of the accounts of the association shall be made annually by an independent accountant or certified public accountant. A copy of the report shall be furnished to each member not later than the annual meeting following the year for which the examination is made.

Section 6.8. Bonds. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for corporate funds. The amount of the bonds shall be determined by the Board of Directors, but shall be not less than one-half of the amount of the total annual assessments. The premium on the bonds shall be paid by the association.

Section 6.9. Compensation. The Board of Directors shall determine the compensation to be paid to corporate employees. No compensation shall be paid to directors or officers who are members or who are officers of member corporations but they may be reimbursed for expenses paid by them for the association.

Section 6.10. Fiscal Year. The corporate fiscal year shall be set by the Board of Directors from time to time.

Section 7.1. Annual Report. The association shall file an annual report as required by law with the officer designated by law and shall pay any corporate franchise tax imposed by law.

Section 7.2. Resident Agent. The association shall maintain an office in Florida with a resident agent at on whom process may be served. The resident agent may be an individual or a corporation. When a change of the office or resident agent is made, the officers shall promptly notify the officer designated by law of the change.

Section 8.1. Amendment. The members may make, amend or repeal these ByLaws at a meeting of the members by an affirmative vote of a majority of the persons entitled to vote.

Section 8.2. Discrimination. No amendment shall discriminate against a unit owner nor against any unit or class or group of units unless the unit owners affected consent. No amendment shall be made that is in conflict with the Certificate of Incorporation or the Declaration.

Section 8.3. Recording. A copy of each amendment shall be incorporated in or attached to certificate certifying that the amendment was duly adopted as an amendment of these ByLaws. The certificate shall be executed by the officers of the association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the public records of the County where the condominium is located.

The foregoing were adopted as the ByLaws of SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 24th day of January 1974.

APPROVED:

W. Kent Tyson
President

Carl W. King
Secretary

EXHIBIT "C"

RULES AND REGULATIONS
OF
SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

REGULATIONS - SLEEPY HARBOUR CONDOMINIUM

1. Pool and Patio Area

Close at 10:00 P.M.
 No rafts or other articles to be used in pool.
 No pets at any time.
 Children under 12 to be accompanied by adult.
 No unauthorized pool parties.
 No glass containers of any kind in the pool or patio area.
 No food except at authorized pool parties.

2. Card and Meeting Room

No pets at any time.
 For use by persons at least 18 years of age except at authorized functions.
 No bathing suits.
 Private parties by arrangement only.
 Footwear to be worn at all times.
 No religious activities.

3. General

Pet must be on leash at all times on the common areas of the Condominium property and must be restricted to authorized areas.

Each Unit Owner shall:

- (a) Not make or cause to be made any structural addition or alteration to his Unit or to the Common Property or affecting the exterior appearance in any manner, including exterior color changes without prior written consent of the President of the Developer Corporation or a majority of the Board of Directors of the non-profit corporation, if management of the condominium has been turned over to it.
- (b) Not install on any entrance door to his Unit additional locks or bolts that would make it impossible for maintenance personnel to enter the apartment in an emergency at a time when the apartment is unoccupied.
- (c) Show no sign, advertisement or notice of any type on the Common Property or his Unit and erect no exterior antennas and aeriels except as provided under uniform regulations promulgated by the Corporation. This sub-paragraph shall not apply to the Developer or institutional first mortgagees.
- (d) Not park anything other than conventional passenger automobiles on the condominium property, except that up to 3/4 ton trucks and boats and trailers limited to 20' over-all may be parked in the space or spaces reserved for his Condominium Unit, or in other spaces provided for that purpose by the Developer.
- (e) Be maintained in a clean and sanitary manner.

EXHIBIT "D"

DISTRIBUTIVE SHARE

EXHIBIT "D"

Distributive Share of Each Unit Owner, Sleepy Harbour Condominium
and the Net Proceeds of Sale as Provided for in Paragraph 12 of
the Declaration.

The distributive share of each Unit Owner in the net proceeds of sale shall be computed as follows:

The Developer shall supply the original individual sales prices of every Condominium Unit in Sleepy Harbour to the Corporation when management is turned over to the apartment owners. The distributive share for each Unit Owner shall be the total amount of all apartment unit prices divided into the original purchase price of his apartment. That percentage shall be multiplied against the total net proceeds of the sale.

RECORDED & RECORD VERIFIED

Thomas B. Smith
County Comptroller, Orange Co., Fla.

700 pd

1388258 ORANGE EC. FL MAY 25 8 33 AM '79 O.R. 3012 PG 916

AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SLEEPY HARBOUR, A CONDOMINIUM THE PLAT OF WHICH IS RECORDED IN CONDOMINIUM BOOK # 3, PAGES 11-14, AND THE DECLARATION OF WHICH IS RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BOOK 2504, PAGES 818 et seq.

THE DECLARATION OF CONDOMINIUM IS AMENDED AS FOLLOWS:

SECTION 7, Paragraph 5 revision

Assessments which are paid on or before fifteen (15) days after the date when they become due and payable shall not bear interest or penalty, but thereafter such sums shall bear interest at the rate of eighteen (18) percent per annum from the date when they become due and payable until paid PLUS a late charge of ten (10) dollars. All payments on account shall be applied first to the interest and late payment charge and then to the assessment first due.

ADD SECTION 7

Unit owners having checks returned shall be charged a ten (10) dollar service charge PLUS the interest and the late payment charge if fifteen (15) days past date due and payable.

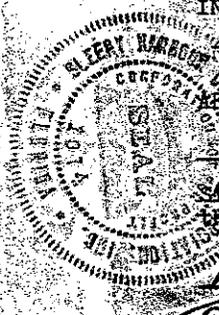
ADD SECTION 7

Accounts delinquent for 90 days will be notified, that a lien will be filed 30 days after notification. The Unit owner will be charged \$100.00 service charge for paperwork, filing fees and entry into court records. Any legal fee will be in addition to the sum of \$100.00

IN WITNESS WHEREOF, THE ASSOCIATION HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO APPLIED BY ITS PROPER OFFICERS, THEREUNTO DULY AUTHORIZED, THIS

21 DAY OF MAY, 1979

Signed, sealed and delivered in the presence of:



Dorothy J. Taylor
Frank [unclear]

SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

by *Joe B. Leming*
Joe B. Leming, President

Attest: *Tom Murphy*
Tom Murphy, Secretary

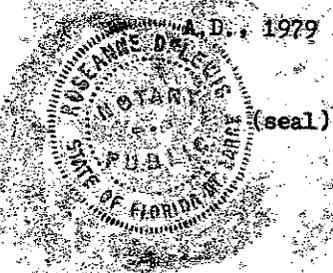
This instrument prepared by:
Joe B. Leming
408-3A Orlando Ave
Ocoee, Florida 32761

O.L. 3012 # 917

STATE OF Florida)
COUNTY OF Orange) ss

I HEREBY CERTIFY that on this day, before me, an officer duly Authorized in the State and County aforesaid to take acknowledgements, personally appeared Joe B. Leming and Tom Murphy well known to me to the the President and Secretary respectively, of Sleepy Harbour Condominium, Inc. A corporation, who executed the foregoing instrument, and that they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 21st day of May, A. D., 1979.



[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 18, 1981
BONDED THROUGH EUROSPAN ASSURANCE CO.

RECORDED & RECORD VERIFIED

[Signature]
County Comptroller, Orange Co., Fla.

2403211 ORANGE CO. FLA OCT 17 12 19 PM '85 E. 3702 #1477

100
1300

1388258 ORANGE CO. FLA MAY 25 8 33 AM '79 E.R. 3012 # 916

AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SLEEPY HARBOUR, A CONDOMINIUM THE PLAT OF WHICH IS RECORDED IN CONDOMINIUM BOOK # 3, PAGES 11-14, AND THE DECLARATION OF WHICH IS RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BOOK 2504, PAGES 818 et seq.

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SECTION 7. Paragraph 5 revision

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ADD SECTION 7

Unit owners having checks returned shall be charged a ten (10) dollar service charge PLUS the interest and the late payment charge if fifteen (15) days past date due and payable.

ADD SECTION 7

Accounts delinquent for 90 days will be notified, that a lien will be filed 30 days after notification. The Unit owner will be charged \$100.00 service charge for paperwork, filing fees and entry into court records. Any legal fee will be in addition to the sum of \$100.00

IN WITNESS WHEREOF, THE ASSOCIATION HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS PROPER OFFICERS, THEREUNTO DULY AUTHORIZED, THIS DAY OF MAY, 1979

Signed, sealed and delivered in the presence of:

Dorothy J. Taylor
Just Chesser

SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

by *Joe B. Leming*
Joe B. Leming, President

Attest: *Tom Murphy*
Tom Murphy, Secretary

This instrument prepared by:
Joe B. Leming
408-3A Orlando Ave
Ocoee, Florida 32751

THIS DOCUMENT IS BEING RE-RECORDED ALONG WITH THE ATTACHED AFFIDAVIT DUE TO THE OMISSION OF THE ATTACHED AFFIDAVIT AT THE TIME OF THE ORIGINAL RECORDING.

Return re-recording to:
BLAIR M. JOHNSON
Post Office Box 496
Winter Garden, Fl. 32787-0496



C.R. 3702 RE 1478

C.E. 5012 RE 917

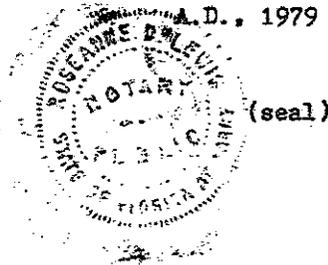
THIS DOCUMENT IS BEING RE-RECORDED ALONG WITH THE ATTACHED AFFIDAVIT DUE TO THE OMISSION OF THE ATTACHED AFFIDAVIT AT THE TIME OF THE ORIGINAL RECORDING.

STATE OF Florida)
COUNTY OF Orange) ss

I HEREBY CERTIFY that on this day, before me, an officer duly Authorized in the State and County aforesaid to take acknowledgements, personally appeared Joe B. Leming and Tom Murphy well known to me to the the President and Secretary respectively, of Sleepy Harbour Condominium, Inc. A corporation, who executed the foregoing instrument, and that they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 21st day of May,

A.D., 1979 .



[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 18, 1983
BONDED THROUGH MURCISO-ASHTON, INC.

RECORDED & RECORD VERIFIED

[Signature]
County Comptroller, Orange Co., Fla.

AFFIDAVIT

CF 3702 PG. 1479

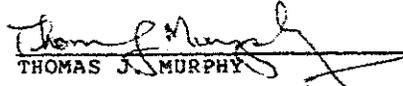
STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority personally appeared THOMAS J. MURPHY, who after being duly sworn, deposes and says:

1. That he is the duly elected President of Sleepy Harbour Condominium Association, Inc.

2. That he certifies that 66 2/3% or more of the unit owners of Sleepy Harbour Condominium Association, Inc. entitled to vote voted in favor of the attached amendment, however, that such amendment shall not adversely affect the lien or priority of any such previously recorded mortgage or any institutional lender as it affects a condominium unit.

FURTHER AFFIANT SAYETH NOT.

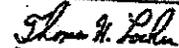

THOMAS J. MURPHY

Sworn to and subscribed before me this
14th day of October, 1985.


Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 18, 1987
BUNDLED THROUGH GENERAL INS. DIV.

RECORDED & RECORD VERIFIED


County Commissioner, Orange Co., FL

1637839 ORANGE CO., FL

APR 10 10 45 AM '81
C.N. 3185 Pt. 1521

100
pd

CERTIFICATE

The undersigned officer of SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC., certifies that the attached Amendments are to be recorded with the Declaration of Condominium which is recorded at:

Official Records of Orange County, Florida
Book 2504, Pages 818 Et Seq.

[Signature]
Witness

SLEEPY HARBOUR CONDOMINIUM ASSN., INC.

By: Weldon R Orme
(Officer of Corporation)

Clair M. Johnson
Witness

State of Florida)
County of Orange) ss:
City of Winter Garden)

BEFORE ME, the undersigned authority, personally appeared WELDON R. ORME, as Officer of Sleepy Harbour Condominium Association, Inc., and (s)he acknowledged before me that (s)he executed the same for the purposes stated therein.

WITNESS my hand and official seal this 9th day of April, 1981.

Clair M. Johnson
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES March 20 1985
BONDED THRU GENERAL INS. UNDERWRITERS



AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SLEEPY HARBOUR, A CONDOMINIUM, THE PLAT OF WHICH IS RECORDED IN CONDOMINIUM BOOK #3, PAGES 11-14, AND THE DECLARATION OF WHICH IS RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BOOK 2504, PAGES 818 ET SEQ.

THE DECLARATION OF CONDOMINIUM IS AMENDED AS FOLLOWS:

Section 8 of Declaration of Condominium, Paragraph 8, has been amended as follows:

It is the intent that the owner of each unit of Sleepy Harbour Condominium shall occupy and use such unit as a private dwelling for himself and his immediate family, and for no other purpose, including business purposes. Therefore, anyone taking title to a unit in Sleepy Harbour Condominium after the adoption of this provision, shall not be permitted to rent or lease his interest in said unit.

Those unit owners who purchased their unit prior to the adoption of this provision may not lease or rent his interest in said unit more than twice in any calendar year, and then only in conformance with the provisions of Section 8 of the Declaration of Condominium; provided, however, that said rentals may be for any terms agreed upon between the unit owner and lessee and approved as set out hereinabove. This restriction limiting the number of rentals per unit in any calendar year may be amended only upon the unanimous consent of all unit owners.

THE ARTICLES OF INCORPORATION AND BYLAWS WHICH ARE ATTACHED TO THE DECLARATION OF CONDOMINIUM AS EXHIBIT "B" AND RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BOOK 2504, PAGE 818 ET SEQ. AND INCORPORATED THEREIN ARE AMENDED AS FOLLOWS:

Section 3.2 of Bylaws has been amended as follows:

i. The Board of Directors shall be limited to \$1,000.00 on any capital expenditure. Expenditures over \$1,000.00 will require an affirmative vote of the majority of unit owners at a meeting when a quorum is present.

Capital expenditure is to be any improvement to the buildings, equipment or grounds. Capital projects do not include normal operating cost or emergency repairs.

Section 3.3 of Bylaws has been amended as follows:

Section 3.3 Number. The association shall have seven (7) directors. The number of directors may be changed by the members at any annual meeting.

Section 3.5 of Bylaws has been amended as follows:

Section 3.5 Election and Terms: The directors shall be chosen by a plurality of the votes cast at the election and shall hold office as designated in paragraph b below. Directors may be removed by a majority vote of persons entitled to vote at any meeting of members.

b. Staggered Terms: At the first annual meeting following or coincident to the adoption of this provision there shall be elected seven (7) directors, three (3) of which shall be designated class A directors and four (4) which shall be designated class B directors. The class A directors shall be elected to serve a one year term during the year immediately following the adoption of this provision and at the end of that one year there shall be elected three (3) successor class A directors to serve for a two (2) year term. The class B directors shall be elected to serve two (2) years for the two year term during the period immediately following the adoption of this provision and at the end of the second year there shall be elected four (4) successor class B directors. Thereafter successor class A and class B directors shall be elected on alternating years

and shall serve for two (2) year terms.

C.A. 3185 PG 1523

The designation between class A and class B directors is merely for the purpose of specifying when each class of directors is to be elected, otherwise, the powers, duties and responsibilities of both classes shall be identical in all respects.

IN WITNESS WHEREOF, THE ASSOCIATION HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS PROPER OFFICERS, THEREUNTO DULY AUTHORIZED, THIS 9th DAY OF April, 1981.

Signed, Sealed and delivered in the presence of:

SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

Donald J. Farano
Witness

By: William R. Orme
(President)

Virginia N. Hollowell
Witness

Alvin M. Bass
(Secretary)

This instrument prepared by:
Blair M. Johnson, Esq.
of Hadley & McNabb, P.A.
Post Office Box 1340
Winter Garden, FL 32787 ✓

RECORDED & RECORD VERIFIED

Thomas H. Tucker
County Comptroller, Orange Co., Fla.

700
pd

AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SLEEPY HARBOUR, A CONDOMINIUM, THE PLAT OF WHICH IS RECORDED IN CONDOMINIUM BOOK #3, PAGES 11-14, AND THE DECLARATION OF WHICH IS RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA BOOK 2504, PAGES 818 ET SEQ.

THE DECLARATION OF CONDOMINIUM IS AMENDED AS FOLLOWS:

Section 8 of the Declaration of Condominium has been amended to include the following:

Those unit owners who are eligible to rent their units under Section 8 of the Declaration of Condominium shall require that their tenants sign a lease which incorporates in the lease all conditions, rules and regulations of the Declaration of Condominium, Bylaws and Articles of Incorporation of Sleepy Harbour, a Condominium. The lease shall recite that the tenant has received a copy of those documents, has read, understands, and agrees to abide by them. The lease shall further contain a provision that states that the tenant agrees to observe and abide by all signs located on the Condominium property and notices posted on the bulletin board as authorized by the Board of Directors.

Such lease shall provide that the Condominium Association or individual unit owners may petition for eviction of any tenant who violates these conditions, rules and regulations as though they are the landlord under the lease. Such lease shall provide that the Association shall not be responsible for any damages to the landlord-unit owner or tenant which may arise from enforcement or attempted enforcement of this provision.

Subsequent to April 15, 1982 no new rental occupancy shall commence and no renewal of an existing rental occupancy shall commence unless the same be pursuant to a lease or rental agreement which includes provisions required hereby, which provisions shall have been approved, in advance, by the Association.

Those unit owners who are eligible to rent their units under Section 8 of the Declaration of Condominium shall submit to the Board of Directors for approval an application of each prospective tenant who will reside in the owners unit. The application for approval shall be on a form provided by the Board and the tenant shall furnish all the information requested. The Board shall notify the prospective tenant and landlord within seven (7) days of the application of the Board's decision. If the tenant is approved the landlord shall pay to the Association a \$100.00 fee for processing the application. The unit owner shall annually re-submit an application for approval of each tenant and the Board of Directors shall reconsider continued approval based on the tenants past behavior and any change in circumstances. Any interested person shall be permitted to address the Board regarding reapproval of said tenant.

IN WITNESS WHEREOF, THE ASSOCIATION HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS PROPER OFFICERS, THEREUNTO DULY AUTHORIZED, THIS 5th DAY OF April, 1982.

Signed, Sealed and Delivered in the Presence of:

Blair M. Johnson
Witness
Donald S. Ferand

SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

By: William R. Orme
(President)
Richard C. McGill
(Secretary)



This instrument prepared by:
BLAIR M. JOHNSON, ESQ.
of HADLEY & McNABB, P.A.
Post Office Box 1340
Winter Garden, FL 32787

CERTIFICATE

The undersigned officer of SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC., certifies that the attached Amendments are to be recorded with the Declaration of Condominium which is recorded at:

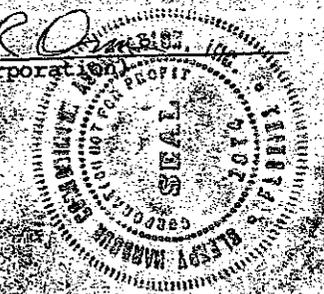
Official Records of Orange County, Florida
Book 2504, Pages 818 Et Seq.

SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.,

Blair M. Johnson
Witness
Frederick Johnson
Witness

By: Weldon R. Orme
(Officer of Corporation)

CORPORATE SEAL:



State of Florida)
County of Orange : ss:
City of Winter Garden)

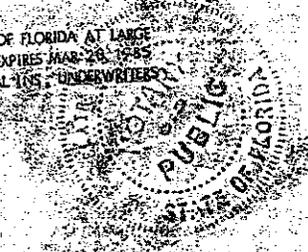
BEFORE ME, the undersigned authority, personally appeared WELDON R. ORME, as Officer of Sleepy Harbour Condominium Association, Inc., and (s)he acknowledged before me that (s)he executed the same for the purposes stated therein.

WITNESS my hand and official seal this 5th day of April, 1982.

Blair M. Johnson
Notary Public, State of Florida at Large
My commission expires:

NOTARIAL SEAL:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 23 1985
BONDED THRU GENERAL INS. UNDERWRITERS



RECORDED & RECORD VERIFIED

Thomas F. Lohr
County Comptroller, Orange Co., Fla.

This instrument prepared by:

Blair M. Johnson, Esq.
of Hadley & McNabb, P.A.
Post Office Box 1340
Winter Garden, FL 32787

19897777 ORANGE

MAY 25 7 45 AM '83

900
p

O.R. 3379 PG. 1472

AN AMENDMENT TO EXHIBIT "E", BYLAWS OF SLEEPY HARBOUR
CONDOMINIUM ASSOCIATION, INC., WHICH EXHIBIT IS
RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY,
FLORIDA, BOOK 2504, PAGES 843-848, AND WHICH
CONDOMINIUM PLAT IS RECORDED IN CONDOMINIUM BOOK 3,
PAGES 11-14.

THE BYLAWS ARE AMENDED AS FOLLOWS:

Section 3.2g of the Bylaws, has been amended as
follows:

Section 3.2. Powers. The Board of Directors has the
following powers:

- g. To enforce Chapter 711, Florida Statutes, the
Declaration, these Bylaws and the regulations
promulgated by the Board of Directors. In
addition to any enforcement provisions
contained in the Declaration, Bylaws or
Florida Statutes, the Board of Directors of
Sleepy Harbour Condominium shall be
authorized pursuant to Florida Statute 617.10
to assess fines, not to exceed \$20.00 per
violation of these Bylaws or Regulations
promulgated by the Board of Directors.

IN WITNESS WHEREOF, THE ASSOCIATION HAS CAUSED THESE
PRESENTS TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO
BE HEREUNTO AFFIXED BY ITS PROPER OFFICERS, THEREUNTO DULY

"As is"

AUTHORIZED, THIS 3rd DAY OF May, 1983.

Signed, sealed and delivered
in the presence of:

SLEEPY HARBOUR CONDOMINIUM
ASSOCIATION, INC.

W. Keith Dismore
Witness
Blair M. Johnson
Witness

By: William R. Crone
(President)

W. Keith Dismore
Witness
Blair M. Johnson
Witness

By: Helen M. Coart
(Secretary)

This instrument prepared by: Blair M. Johnson

Address: 105 West Plant, Suite 2 ✓

Post Office Box 496

Winter Garden, Florida 32787



RECORDED & RECORD VERIFIED

Thomas R. Fisher

County Comptroller, Orange Co., Fla

AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SLEEPY HARBOUR, A CONDOMINIUM, THE PLAT OF WHICH IS RECORDED IN CONDOMINIUM BOOK #3, PAGES 11-14, AND THE DECLARATION OF WHICH IS RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BOOK 2504, PAGES 818 ET SEQ.

2123405 ORANGE CO., FL
MAY 10 2 21 PM '84
D.R. 3504 pg 2666

THE DECLARATION OF CONDOMINIUM IS AMENDED AS FOLLOWS:

Section 11 of Declaration of Condominium, located at Pages 10 and 11, has been amended as follows:

To be added to Section 11 of the Declaration of Condominium.

Any Unit Owner who by his acts makes necessary any maintenance, repair or replacement of a Common Element which maintenance, repair or replacement is covered under any insurance policy maintained by the Association shall be responsible to pay any deductible amount up to \$500.00 for said maintenance, repair or replacement.

THE RULES AND REGULATIONS OF SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC. WHICH ARE ATTACHED TO THE DECLARATION OF CONDOMINIUM AS EXHIBIT "C" AND RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BOOK 2504, PAGE 849 ET SEQ. AND INCORPORATED THEREIN ARE AMENDED AS FOLLOWS:

Section 1 of the Rules and Regulations has been amended as follows:

To be added to Section 1 of the Rules and Regulations.

No radio, tapeplayer or other device designed for receiving or reproducing sound shall be authorized in the pool area except when operated with earphones or earplugs so that other persons in the pool area can not hear the sound from said device.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers. Thereunto duly authorized, this 3rd day of April, 1984.

Signed, Sealed and delivered in the presence of:

SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

William Court
Witness

By: Merl Orme
(President)

P.R. Batten
Witness

Donald J. Ferson
(Secretary)

This instrument prepared by:
BLAIR N. JOHNSON
Post Office Box 496
Winter Garden, Florida 32787

CERTIFICATE

The undersigned officer of SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC., certifies that the attached Amendments are to be recorded with the Declaration of Condominium which is recorded at:

Official Records of Orange County
Florida Book 2504, Pages 818 Et Seq.

SLEEPY HARBOUR CONDOMINIUM
ASSN., INC.

Helen Covert
Witness

BY W.R. Orme
President of Corporation

O.R. Batten
Witness

State of Florida)
County of Orange) ss:

BEFORE ME, the undersigned authority, personally appeared W.R. Orme, as Officer of Sleepy Harbour Condominium Association, Inc., and (s)he acknowledged before me that (s)he executed the same for the purposes stated therein.

WITNESS my hand and official seal this 13th day of April, 1984.

Lathy Ammick
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 12, 1997
BONDED THRU GENERAL INS. 7-5000

RECORDED & RECORD VERIFIED

Thomas H. Fisher
County Comptroller, Orange Co., Fla.

2363244 ORANGE Co., FL

Aug 8 2 24 PM '85

C.L. 3574 R. 1339

AMENDMENT

13 p

An Amendment to Exhibit "C," Rules And Regulations Of Sleepy Harbour Condominium Association, Inc., which exhibit is recorded in the Official Records of Orange County, Florida, Book 2504, Page 849 et.,seq. and which condominium plat is recorded in Book 3, Pages 11-14, has been amended as follows:

With reference to Section 3, General, the following regulations are hereby added:

- (f) The stairwells, balconies and railings shall be kept free of all items of a personal nature, towels, clothing, etc., as a safety measure and exterior appearance of property.
- (g) The catwalks shall be kept free of all articles at all times, except a door mat shall be permitted.
- (h) Automobiles that leak oil excessively onto the black top, causing repairs to be necessary, shall not be permitted.

These regulations were adopted by the majority vote of the Board of Directors at the meeting of February 5th, 1985, and the minutes for this meeting are unrevoked.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers, thereunto duly athesized, this 21st day of ~~April~~ ^{May}, 1985.

Signed, sealed and delivered in the presence of:

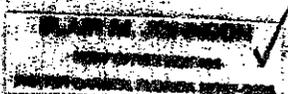
SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

Kathy Ann... [Signature]
Witness

Blair M. Johnson
Witness

C.R. Batten
By: , President

Catherine Workman
By: , Secretary



AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME the undersigned authority, personally appeared BUTCH BATEN, who after being duly sworn, deposes and says;

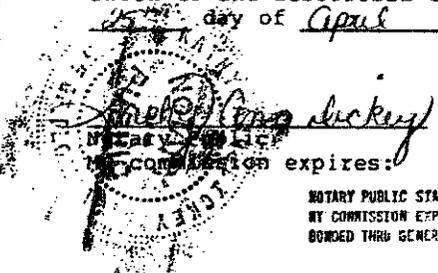
1. That he is the duly elected President of Sleepy Harbour Condominium Association, Inc.

2. That he certifies that 66 2/3% or more of the unit owners of Sleepy Harbour Condominium Association, Inc. entitled to vote voted in favor of the attached amendment, however, that such amendment shall not adversely affect the lien or priority of any such previously recorded mortgage of any institutional lender as it affects a condominium unit.

FURTHER AFFIANT SAYETH NOT.

C.R. Batten pres.
BUTCH BATEN

Sworn to and subscribed before me this
15th day of April, 1985.



NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. DEC 18, 1987
BONDED THRU GENERAL INS. CO.

RECORDED & RETURNED

Thomas H. Walker
County Comptroller, Orange Co., Fla.

AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SLEEPY HARBOUR, A CONDOMINIUM, THE PLAT OF WHICH IS RECORDED IN CONDOMINIUM BOOK #3, PAGES 11-14, AND THE DECLARATION OF WHICH IS RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA BOOK 2504, PAGES 818 ET SEQ.

THE DECLARATION OF CONDOMINIUM IS AMENDED AS FOLLOWS:

Section 8 of the Declaration of Condominium has been amended to include the following:

THIS DOCUMENT IS BEING RE-RECORDED ALONG WITH THE ATTACHED AFFIDAVIT DUE TO THE OMISSION OF THE ATTACHED AFFIDAVIT AT THE TIME OF THE ORIGINAL RECORDING.

Those unit owners who are eligible to rent their units under Section 8 of the Declaration of Condominium shall require that their tenants sign a lease which incorporates in the lease all conditions, rules and regulations of the Declaration of Condominium, Bylaws and Articles of Incorporation of Sleepy Harbour, a Condominium. The lease shall recite that the tenant has received a copy of those documents, has read, understands, and agrees to abide by them. The lease shall further contain a provision that states that the tenant agrees to observe and abide by all signs located on the Condominium property and notices posted on the bulletin board as authorized by the Board of Directors.

Such lease shall provide that the Condominium Association or individual unit owners may petition for eviction of any tenant who violates these conditions, rules and regulations as though they are the landlord under the lease. Such lease shall provide that the Association shall not be responsible for any damages to the landlord-unit owner or tenant which may arise from enforcement or attempted enforcement of this provision.

Subsequent to April 15, 1982 no new rental occupancy shall commence and no renewal of an existing rental occupancy shall commence unless the same be pursuant to a lease or rental agreement which includes provisions required hereby, which provisions shall have been approved, in advance, by the Association.

Those unit owners who are eligible to rent their units under Section 8 of the Declaration of Condominium shall submit to the Board of Directors for approval an application of each prospective tenant who will reside in the owners unit. The application for approval shall be on a form provided by the Board and the tenant shall furnish all the information requested. The Board shall notify the prospective tenant and landlord within seven (7) days of the application of the Board's decision. If the tenant is approved the landlord shall pay to the Association a \$100.00 fee for processing the application. The unit owner shall annually re-submit an application for approval of each tenant and the Board of Directors shall reconsider continued approval based on the tenants past behavior and any change in circumstances. Any interested person shall be permitted to address the Board regarding reapproval of said tenant.

IN WITNESS WHEREOF, THE ASSOCIATION HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS PROPER OFFICERS, THEREUNTO DULY AUTHORIZED, THIS 5th DAY OF April, 1982.

Signed, Sealed and Delivered in the Presence of:

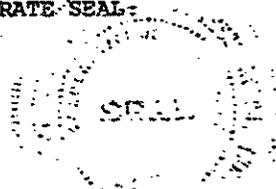
Blair M. Johnson (Signature)
Witness
Francis J. Ferraro (Signature)

SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

By: Michael C. ... (President)
Richard C. ... (Secretary)

CORPORATE SEAL:

This instrument prepared by:
BLAIR M. JOHNSON, ESQ.
of HADLEY & McNABB, P.A.
Post Office Box 1340
Winter Garden, FL 32787



Return re-recording to:
BLAIR M. JOHNSON
Post Office Box 496
Winter Garden, FL 32787-0496

Vertical stamp: 7/10/81, 13, 24 { 240321208AM, Oct 17 12 16 PM '85, CT 3702 of 1480

CERTIFICATE

The undersigned officer of SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC., certifies that the attached Amendments are to be recorded with the Declaration of Condominium which is recorded at:

Official Records of Orange County, Florida
Book 2504, Pages 818 Et Seq.

THIS DOCUMENT IS BEING RE-RECORDED ALONG WITH THE ATTACHED AFFIDAVIT DUE TO THE OMISSION OF THE ATTACHED AFFIDAVIT AT THE TIME OF THE ORIGINAL RECORDING.

~~SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.,~~

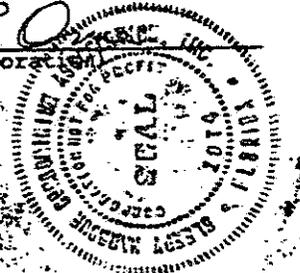
Blair M. Johnson
Witness

By: Weldon R. Orme
(Officer of Corporation)

Frederic J. Stewart
Witness

CORPORATE SEAL:

State of Florida)
County of Orange : SS:
City of Winter Garden)



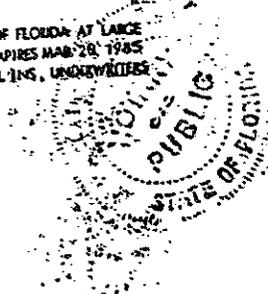
BEFORE ME, the undersigned authority, personally appeared WELDON R. ORME, as Officer of Sleepy Harbour Condominium Association, Inc., and (s)he acknowledged before me that (s)he executed the same for the purposes stated therein.

WITNESS my hand and official seal this 5th day of April, 1982.

Blair M. Johnson
Notary Public, State of Florida at Large
My commission expires:

NOTARIAL SEAL:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 28, 1985
BONDED thru GENERAL INS. UNDERWRITERS



RECORDED & RECORD VERIFIED

Thomas H. Walker
County Comptroller, Orange Co., Fla.

This instrument prepared by:

Blair M. Johnson, Esq.
of Hadley & McNabb, P.A.
Post Office Box 1340
Winter Garden, FL 32787

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ORANGE

C.S. 3702 PG 1482

BEFORE ME, the undersigned authority personally appeared THOMAS J. MURPHY, who after being duly sworn, deposes and says:

1. That he is the duly elected President of Sleepy Harbour Condominium Association, Inc.

2. That he certifies that 66 2/3% or more of the unit owners of Sleepy Harbour Condominium Association, Inc. entitled to vote voted in favor of the attached amendment, however, that such amendment shall not adversely affect the lien or priority of any such previously recorded mortgage or any institutional lender as it affects a condominium unit.

FURTHER AFFIANT SAYETH NOT.

Thomas J. Murphy
THOMAS J. MURPHY

Sworn to and subscribed before me this
14th day of October, 1985.

KATHY
Kathy Connelley
Notary Public
My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 18, 1987
BONDED thru GENERAL INS. UND.

RECORDED & RECORDED MARRIED
Thomas G. Parker
County Comptroller, Orange Co., FL

AFFIDAVIT

3702 1485

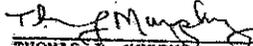
STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority personally appeared THOMAS J. MURPHY, who after being duly sworn, deposes and says:

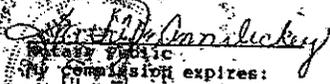
1. That he is the duly elected President of Sleepy Harbour Condominium Association, Inc.

2. That he certifies that 66 2/3% or more of the unit owners of Sleepy Harbour Condominium Association, Inc. entitled to vote voted in favor of the attached amendment, however, that such amendment shall not adversely affect the lien or priority of any such previously recorded mortgage or any institutional lender as it affects a condominium unit.

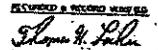
FURTHER AFFIANT SAYETH NOT.


THOMAS J. MURPHY

Sworn to and subscribed before me this
14th day of October, 1985.


Notary Public
Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 16, 1987
I AM NOT A MEMBER OF THE I.R.A.

RECORDED & RETURNED

County Commission, Orange Co., FL

AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SLEEPY HARBOUR, A CONDOMINIUM, THE PLAT OF WHICH IS RECORDED IN CONDOMINIUM BOOK #3, PAGES 11-14, AND THE DECLARATION OF WHICH IS RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BOOK 2504, PAGES 818 ET SEQ.

2123405 ORANGE CO., FL
MAY 18 2 31 PM '84
C.J. 3504 2666

94
135
11

THE DECLARATION OF CONDOMINIUM IS AMENDED AS FOLLOWS:

THIS DOCUMENT IS BEING RE-RECORDED ALONG WITH THE ATTACHED AFFIDAVIT DUE TO THE OMISSION OF THE ATTACHED AFFIDAVIT AT THE TIME OF THE ORIGINAL RECORDING.

Section 11 of Declaration of Condominium, located at Pages 10 and 11, has been amended as follows:

To be added to Section 11 of the Declaration of Condominium.

Any Unit Owner who by his acts makes necessary any maintenance, repair or replacement of a Common Element which maintenance, repair or replacement is covered under any insurance policy maintained by the Association shall be responsible to pay any deductible amount up to \$500.00 for said maintenance, repair or replacement.

THE RULES AND REGULATIONS OF SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC. WHICH ARE ATTACHED TO THE DECLARATION OF CONDOMINIUM AS EXHIBIT "C" AND RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BOOK 2504, PAGE 849 ET SEQ. AND INCORPORATED THEREIN ARE AMENDED AS FOLLOWS:

Section 1 of the Rules and Regulations has been amended as follows:

To be added to Section 1 of the Rules and Regulations.

No radio, tapeplayer or other device designed for receiving or reproducing sound shall be authorized in the pool area except when operated with earphones or earplugs so that other persons in the pool area can not hear the sound from said device.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers. Thereunto duly authorized, this 3rd day of April, 1984.

Signed, Sealed and delivered in the presence of:

SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

William Covert
Witness

By: McR Orme
(President)

C.R. Batten
Witness

Donald J. Ferman
(Secretary)

This instrument prepared by:
BLAIR L. JOHNSON
Post Office Box 496
Winter Garden, Florida 32787
(32787-0496)

2123405 ORANGE CO., FL
OCT 17 12 18 PM '85
C.J. 3702 1486

C.L. 3702 #1487

C.L. 3504 #2667

CERTIFICATE

THIS DOCUMENT IS BEING RE-RECORDED ALONG WITH THE ATTACHED AFFIDAVIT DUE TO THE OMISSION OF THE ATTACHED AFFIDAVIT AT THE TIME OF THE ORIGINAL RECORDING.

The undersigned officer of SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC., certifies that the attached Amendments are to be recorded with the Declaration of Condominium which is recorded at:

Official Records of Orange County
Florida Book 2504, Pages 818 Et Seq.

SLEEPY HARBOUR CONDOMINIUM
ASSN., INC.

Helen Covert
Witness

BY: W.R. Orme
President of Corporation

C.R. Batten
Witness

State of Florida)
County of Orange)ss:

BEFORE ME, the undersigned authority, personally appeared W.R. Orme, as Officer of Sleepy Harbour Condominium Association, Inc., and (s)he acknowledged before me that (s)he executed the same for the purposes stated therein.

WITNESS my hand and official seal this 13th day of April, 1984.

Janey Annulick
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 18, 1987
BONDED THRU GENERAL INS. #

RECORDED & RECORD VERIFIED

James H. Tolson 1st
County Comptroller, Orange Co., Fla.

AFFIDAVIT

J. 3702 PL 1488

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority personally appeared THOMAS J. MURPHY, who after being duly sworn, deposes and says:

1. That he is the duly elected President of Sleepy Harbour Condominium Association, Inc.

2. That he certifies that 66 2/3% or more of the unit owners of Sleepy Harbour Condominium Association, Inc. entitled to vote voted in favor of the attached amendment, however, that such amendment shall not adversely affect the lien or priority of any such previously recorded mortgage or any institutional lender as it affects a condominium unit.

FURTHER AFFIANT SAYETH NOT.

Thomas J. Murphy
THOMAS J. MURPHY

Sworn to and subscribed before me this
14th day of October, 1985.

Ann Wickey
Notary Public
My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 18, 1987
BONDED THRU GENERAL INS. CO.

RECORDED & RETURNED
Thomas H. Parker
County Comptroller, Orange Co., FL

Rec Fee \$ 13.00 MARTHA O. HAYNLE,
 Add Fee \$ 2.00 Orange County
 Doc Tax \$ _____ Comptroller *as*
 Int Tax \$ _____ By _____
 Total \$ 15.00 Deputy Clerk

C E R T I F I C A T E

3972811 Orange Co. FL.
 01/16/92 01:06:20pm

THIS IS TO CERTIFY THAT:

OR4365 PG0826

1. The attached Amendment to the Declaration of Condominium and the Articles of Incorporation and By Laws of the Sleepy Harbour Condominium, was duly adopted according to the Declaration of Condominium recorded in the Official Records of Orange County, Florida, Book 2504, Pages 818 et seq.
2. The aforementioned Amendment was adopted at a meeting of the General Membership held on March 23, 1991, at which 66 2/3% of the Membership entitled to vote, voted in favor of the adoption of the Amendment.
3. The adoption of the Amendment appears in the minutes of the above-mentioned meeting.

SLEEPY HARBOUR CONDOMINIUM
ASSOCIATION, INC.

Richard Bailey
 Witness
 RICHARD BAILEY

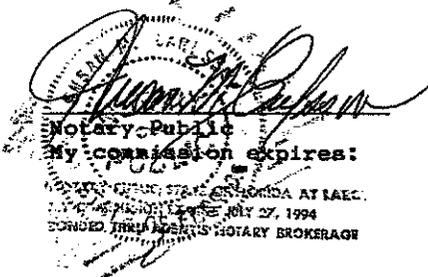
Thomas J. Murphy
 By President of Corporation
 THOMAS J. MURPHY

ATTEST:

STATE OF FLORIDA)
)ss:
 COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, personally appeared THOMAS J. MURPHY and RICHARD MIZELL, President and Secretary respectfully of Sleepy Harbour Condominium Association, Inc., and they acknowledge before me that they executed the same for the purposes stated therein.

WITNESS my hand and official seal this 17th day of November, 1991.


 Notary Public
 My commission expires:
 NOTARY PUBLIC STATE OF FLORIDA AT LAEC.
 COMMISSION EXPIRES JULY 27, 1994
 BONDED TRUHLER'S NOTARY BROKERAGE

AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SLEEPY HARBOUR, A CONDOMINIUM, THE PLAT OF WHICH IS RECORDED IN CONDOMINIUM BOOK NO. 3 PAGES 11-14, AND THE DECLARATION OF WHICH IS RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BOOK 2504, PAGES 818, ET SEQ.

THE DECLARATION OF CONDOMINIUM IS AMENDED AS FOLLOWS:

7. Assessments. The Board of Directors of the Corporation shall prepare the annual budget, for each fiscal year, for adoption by the unit owners at their annual meeting. In the event a quorum of unit owners is not present at the Annual Meeting the Board's decision shall prevail. The budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the Units and the Common Property and public liability insurance for the Common Property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the Common Property and or any other items the Board deems proper. Failure of the Board to include any items in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected.

THE ARTICLES OF INCORPORATION AND BYLAWS WHICH ARE ATTACHED TO THE DECLARATION OF CONDOMINIUM AS EXHIBIT "B" AND RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, BOOK 2504, PAGE 818 ET SEQ, AND INCORPORATED THEREIN ARE AMENDED AS FOLLOWS:

Section 6.2. Budget. The Board of Directors shall prepare the annual budget, for each fiscal year, for adoption by the unit owners at their annual meeting that includes the estimated funds needed to pay all expenses that the association is required to pay under the Declaration, these ByLaws or any contract of the association. In the event a quorum of unit owners is not present at the Annual Meeting the Board's decision shall prevail. If an item or proper expense is omitted from the budget, the budget shall be amended to include the item. The budget may also include amounts for additions to the condominium when the additions have been approved as required by the Declaration. Assessments for the additions shall be made against those members only who are liable for them. The budget may include expenses that are not required to be paid by the association but these expenses must be approved by all members in writing or unanimously at a meeting of members. The unanimous vote or consent is unnecessary when the nonconsenting members are relieved from payment of of the assessment. Copies of the budget and any amendment shall be transmitted to each member within a reasonable time after it is adopted.

IN WITNESS WHEREOF, THE ASSOCIATION HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS PROPER OFFICERS, THEREUNTO DULY AUTHORIZED, THIS 17th DAY OF December, 1991.

Signed, sealed and delivered in the presence of:

Richard Bailey
RICHARD BAILEY
L. E. Ryler
L. E. RYLER

SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

OFFICE
400 - ORLANDO AVE
ORLANDO, FLA 32761

BY Thomas J. Murphy
THOMAS J. MURPHY
PRESIDENT

Attest Richard Mizell
RICHARD MIZELL
SECRETARY

This instrument prepared by:
Alice M. Bass
400-11C Orlando Avenue
Ocoee, Florida 34761

OR4365 PG0827

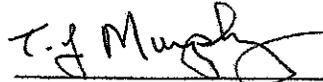
A F F I D A V I T

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared, T.J. MURPHY, who after being duly sworn, deposes and says:

1. That T.J. MURPHY is the duly elected President of Sleepy Harbour Condominium Association, Inc.
2. That he certifies that an affirmative majority or more of the unit owners of Sleepy Harbour Condominium Association, Inc. entitled to vote, voted in favor of the attached amendment to the Bylaws, however, that such amendment shall not adversely affect the lien or priority of any such previously recorded mortgage or any institutional lender as it affects a condominium unit.

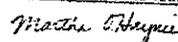
FURTHER AFFIANT SAYETH NOT.


T.J. MURPHY - President

Sworn to and subscribed before me this
12 day of December, 1991.


Notary Public
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
COMMISSION EXPIRES JULY 27, 1994
BONDED THRU AGENT'S NOTARY BROKERAGE
SUSAN M. CARLSON

OR 4365 PG0828

RECORDED & RECORD VERIFIED

County Comptroller, Orange Co., FL

**SECOND CERTIFICATE OF AMENDMENT TO RULES
AND REGULATIONS FOR SLEEPY HARBOUR, A CONDOMINIUM**

SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby certifies as follows:

1. That attached hereto is a true and correct copy of a resolution amending Exhibit "C" to the that certain Declaration of Sleepy Harbour, a condominium, which Declaration was recorded on February 27, 1974 in Official Records Book 2504, Page 818 and Exhibit "C" having been recorded in Official Records Book 2504, Page 849, and that certain Amendment recorded on August 8, 1985 in Official Records Book 3674, Page 1339 all of the Public Records of Orange County, Florida,

2. That the attached resolution was duly adopted by a the affirmative vote of a majority of the Board of Directors of the Sleepy Harbour Condominium Association, Inc., who were present at the regular meeting of the Board duly held on September 12, 1994 in accordance with the provisions of the Bylaws, Declaration of Condominium and Chapter 718 of the Florida Statutes.

3. That the adoption of the attached resolution appears upon the minutes of the Association is unrevoked.

IN WITNESS WHEREOF, the foregoing certificate is executed by the duly authorized officers of the Association this 2nd day of December, 1994.

Signed, Sealed and Delivered
in the Presence of:

Terril L. Petty
Terril L. Petty
Wendy D. Wood
Wendy D. Wood
STATE OF FLORIDA
COUNTY OF ORANGE

Sleepy Harbour Condominium
Association, Inc.

Helen LeVora
By: Helen LeVora
its: President

ATTEST:
By: Frank B. Carlson
Secretary to Sleepy Harbour

The foregoing instrument was acknowledged before me this 2nd day of December, 1994 by Helen LeVora, President of Sleepy Harbour Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced: FL Drivers License as identification and ~~did~~ (did not) take an oath.

Terril L. Petty
Notary signature



TERRIL PETTY
My Commission CC363044
Expires Apr. 10, 1998
Bonded by ANB
800-852-5878

Printed name of Notary

**RESOLUTION OF AMENDING THE RULES
AND REGULATIONS FOR SLEEPY HARBOUR, A CONDOMINIUM**

RESOLVED, that Exhibit "C" to the Declaration of Condominium for Sleepy Harbour, a condominium, which was recorded on February 27, 1974 in Official Records Book 2504, Page 849, as Amended by virtue of that certain Amendment recorded on August 8, 1985 in Official Records Book 3674, Page 1339 all of the Public Records of Orange County, Florida, shall be, and the same is, changed, amended, and modified as follows, to-wit:

That Exhibit "C" of the Declaration of Condominium for Sleepy Harbour, a condominium, shall be, and the same is hereby deleted in its entirety, and there is hereby substituted in its place a new Exhibit "C" to the Declaration which reads as follows, to- wit:

EXHIBIT "C"

RULES AND REGULATIONS
OF
SLEEPY HARBOUR CONDOMINIUMS, INC.

EXHIBIT "C"

REGULATIONS - SLEEPY HARBOUR CONDOMINIUM

1. POOL AND PATIO

- a. Pool is for occupants and guests visiting unit only.
- b. Children under 12 years of age to be accompanied by an adult.
- c. Safety rope must be replaced if removed for swimming.
- d. Shower before entering pool to remove oil/lotion.
- e. Place towel(s) on chairs and lounge chairs when using.
- f. No glass containers or food in pool area.
- g. No rafts; toy(s) or other articles to be used in pool area.
- h. No pets any time in pool area.
- i. Proper swim wear only. NOT ALLOWED;
 - A. CUT OFF JEANS
 - B. No nude sun bathing in pool area.
- j. No running or horseplay.
- k. No radio, tape player or other device designed for sound unless operated with ear phones.
- l. Maximum of 28 persons in pool.
- m. Pool closes at 11:00 PM and opens at 6:00 AM.

2. CLUB HOUSE

- a. No smoking at any time.
- b. No pets at any time.
- c. Footwear to be worn at all times.
- d. No wet bathing suits.
- e. This room may be used by:
 1. The association for its meetings and other functions it sponsors.
 2. Owners or renters for their own private functions. A reservation form must be obtained (The Association bulletin board will state where the form may be obtained) filled out and placed in the office door slot with a \$20.00 deposit. The deposit will be refunded upon adherence to the items listed on the form.
 3. The club house may not be used by anyone, owner or otherwise, for functions involving organizations or businesses, churches, civic, service, charitable.

3. GENERAL

a. PETS

1. Pets allowed by Declaration (see 9K) must be on a leash when on our common property and must be restricted to the areas (pet walk) designated by the Board. East Side of West Wall (fence) and at East end of "A" Building. All defecation must be picked up.

b. PARKING

1. All boats, trailers and recreation vehicles are prohibited from permanent parking in assigned and unassigned parking spaces (24 hour limit). No vehicles may park in a manner which takes up more than one space. Any violation could result in towing away at the unit owner's expense.
2. Assigned parking spaces are for owners/renters registered vehicles (one per unit).

3. Unassigned parking spaces are for other vehicles up to 3/4 ton trucks. Van and trucks are to be parked only in designated spaces, (3 spots west end of car wash, 5 spots along south wall, and 3 spots west end of "A" building car ports).
4. No parking along curbs.
5. Space marked car wash (1-west end "B" building) are to remain vacant except for this purpose.
6. There will be no parking of commercial vehicles on association grounds except for actual contractors working on/in a unit for the Association. A commercial vehicle is defined as any vehicle with writing or advertisement whether painted or other wise, magnetic signs must be removed at night.
7. Automobiles that leak oil excessively onto the black top causing repairs to be necessary, shall not be permitted.

C. PATIOS AND BALCONIES

1. Patios/Balconies and railings shall be kept free of all items of a personal nature, such as towels and clothing, to not detract from the exterior appearance of our property.

D. STAIRWELLS/CATWALKS

1. The stairwells/Catwalks shall be kept free of all articles as a safety measure at all times except a door mat shall be permitted.

E. BOATS/DOCK SPACE

1. Only Boats registered to owners/renters are authorized to utilize the boat dock slips. Boats belonging to guests of owner/renters are limited to 48 hour docking. Extended period for visitor must be approved by Board.

F. SCREENS

1. Only Charcoal color screening may be used on window, door and patio/balcony screen's.

G. GUEST OCCUPANCY

1. Guest may be accommodated in any unit; provided, however that the following guest occupancies shall be required to register with the office of the Association and sign a statement that they have read the "Rules and Regulations" and agree to abide by them, and a copy sent to the unit owner.
 - a. Guest occupancies in excess of fourteen (14) consecutive nights.
 - b. Guests occupancies in excess of twenty-eight (28) nights in any 365 day period.

Note: Application forms may be obtained from the office.

4. ROLLSHUTTER SPECIFICATIONS;

The following specifications for roll shutters govern installation at Sleepy Harbour Condominiums.

A. WINDOWS

1. The color of all upper housing boxes and vertical tracks which are mounted on the building's facade around the windows must match the shutters color. The color of all intermediate tracks and other supporting bars over such windows must match the shutters color, and in turn, all parts must match the beige color sample provided by the Security Shutters Corporation, and be uniform in all installations.
2. All storm bars must match the color of the shutters and must not be hollow in construction, but internally reinforced for its full length. Storm bars shall be mounted a minimum of 3/4 inches deep in both mounting surfaces.
3. Any sill angle shall be installed below the bottom of the existing outside sill (flashing) in such a way that each shutter will close below the bottom of the existing outside sill (flashing). Its color must match the shutter.
4. All profile must be of single wall extruded aluminum, of 6063 alloy hardened to T-6. All slates shall be two and one-half inches in height.
5. All window shutter systems to be mounted externally and use the extruded aluminum slats.

B. BALCONIES AND PATIOS

1. All balcony and patio shutter systems be mounted internally and use the extruded aluminum slats.
2. The color of all upper housing boxes, vertical tracks, storm bars and angles must match the beige color sample provided by the Security Shutter Corporation (including the shutters color), and be uniform in all installations.

C. GENERAL SPECIFICATIONS

1. The entire shutter system shall be capable of with standing 150 MPH winds. Verifiable engineering tests are on file with the association.
2. The shutter provider shall provide proof of insurance for liability and workman compensation for all its employees.
3. All electrical work must be done according to code and by a licensed electrician.
4. All motors shall be U.L. approved.
5. All shutters must be warranted as follows:
 - a. Parts - 5 Year Full Warranty
 - b. Labor - 2 Year Full Warranty
 - c. Motors - 2 Year Full Warranty

In the event of damage, owners will be required to have shutters repaired, replaced or removed, and will be responsible for maintenance of common elements behind shutter installations.

RESOLVED, that except for the changes, amendments, modifications as set forth herein, the Declaration shall remain in full force and effect in strict accordance with the terms and provisions thereof.

RESOLVED, that the President and Secretary of the Association are hereby authorized and directed to execute a Certificate of Amendment to Exhibit "C" to the Declaration of Condominium for Sleepy Harbour, a condominium, as evidence of the amendment set forth herein, and hereby authorized and directed to record said Certificate among the Public Records of Orange County, Florida.

AFFIDAVIT OF PRESIDENT OF
SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF ORANGE

Record Verified - Martha O. Haynie

BEFORE ME, the undersigned authority personally appeared
Helen Le Vora, who being duly sworn, deposes and says:

1. That she is the duly elected President of Sleepy Harbour
Condominium Association, Inc.

2. That she certifies that a majority of the Board of
Directors of Sleepy Harbour Condominium Association, Inc.
entitled to vote duly adopted the attached amendment on September
12, 1994, however, that such amendment shall not adversely affect
the lien or priority of any such previously recorded mortgage or
any institutional lender as it affects a condominium unit.

FURTHER AFFIANT SAYETH NOT.

Helen Le Vora
Helen Le Vora

The foregoing instrument was acknowledged before me this
And day of December, 1994 by Helen Le Vora, who is
personally known to me or who has produced: FL. Drivers License
as identification and who ~~did~~ (did not) take an oath.

TERRI L. PETTY
Notary signature



TERRI L. PETTY
My Commission CC393044
Expires Apr. 10, 1998
Bonded by ANB
800-852-5878

Printed name of Notary

THIRD CERTIFICATE OF AMENDMENT TO RULES
AND REGULATIONS FOR SLEEPY HARBOUR, A CONDOMINIUM

SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby certifies as follows:

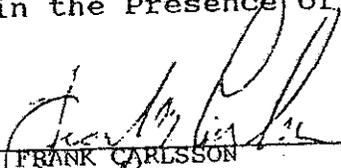
1. That attached hereto is a true and correct copy of a resolution amending Exhibit "C" to that certain Declaration of Condominium of Sleepy Harbour, a condominium, which Declaration was recorded on February 27, 1974 in Official Records Book 2504, Page 818 and Exhibit "C" having been recorded in Official Records Book 2504, Page 849, and that Second Certificate of Amendment recorded on December 08, 1994 in Official Records Book 4829, Page 3939; all of the Public Records of Orange County, Florida,

2. That the attached resolution was duly adopted by the affirmative vote of a majority of the Board of Directors of the Sleepy Harbour Condominium Association, Inc. who were present at the regular meeting of the Board duly held on June 11, 1996 in accordance the provisions of the Bylaws, Declaration of Condominium and Chapter 718 of the Florida Statutes.

3. That the adoption of the attached resolution appears upon the minutes of the Association is unrevoked.

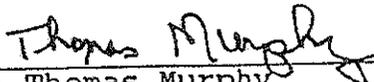
IN WITNESS WHEREOF, the foregoing certificate is executed by the duly authorized officers of the Association this 14th day of October, 1996.

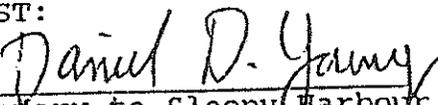
Signed, Sealed and Delivered
in the Presence of:


FRANK CARLSSON


WALTER NACHTSHEIM

Sleepy Harbour
Condominium Association, Inc.


By: Thomas Murphy
its: President

ATTEST:
By: 
Secretary to Sleepy Harbour
Condominium Association, Inc.

Orange Co FL 3280103
11/12/96 11:11 AM

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17th day of October, 1996 by Thomas Murphy, President of Sleepy Harbour Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He/~~she~~ is personally known to me or who has produced: _____ as identification and ~~did~~ (did not) take an oath.


Notary signature

SUSAN M. CARLSSON
Printed name of Notary



SUSAN M CARLSSON
My Commission CC404874
Expires Sep. 05, 1998
Bonded by ANB
800-852-5878

ORANGE COUNTY CLERK'S OFFICE
Orange Co FL 32715

AFFIDAVIT OF PRESIDENT OF
SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF ORANGE

OR Bk 5153 Pg 3652
Orange Co FL 5839165
Recorded - Martha O. Haynie

BEFORE ME, the undersigned authority personally appeared Thomas Murphy, who being duly sworn, deposes and says:

1. That he is the duly elected President of Sleepy Harbour Condominium Association, Inc.

2. That he certifies that a majority of the Board of Directors of Sleepy Harbour Condominium Association, Inc. entitled to vote duly adopted the attached amendment on June 11, 1996.

3. That such attached amendment shall not adversely affect the lien or property of any such previously recorded mortgage or any institutional lender as it affects a condominium unit.

FURTHER AFFIANT SAYETH NAUGHT

Thomas Murphy
Thomas Murphy

The foregoing instrument was acknowledged before me this 14th day of October, 1996 by Thomas Murphy, President of Sleepy Harbour Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He/~~she~~ is personally known to me or who has produced: _____ as identification and ~~did~~ (did not) take an oath.

Susan M Carlsson
Notary signature

SUSAN M Carlsson
Printed name of Notary



SUSAN M CARLSSON
My Commission CC404974
Expires Sep. 05, 1998
Bonded by ANB
800-852-8878

RESOLUTION AMENDING THE RULES
AND REGULATION OF SLEEPY HARBOUR, A CONDOMINIUM

RESOLVED, that Exhibit "C" to the Declaration of Condominium for Sleepy Harbour, a condominium, which was recorded on February 27, 1974 in Official Records Book 2504, Page 818 and Exhibit "C" having been recorded in Official Records Book 2504, Page 849, and that Second Certificate of Amendment which amended Exhibit "C" having been recorded on December 08, 1994 in Official Records Book 4829, Page 3939; all of the Public Records of Orange County, Florida, shall be, and the same is, changed, amended, and modified as follows, to-wit:

1. That Paragraph 3. GENERAL, Subparagraph b. PARKING of Exhibit "C" to the Declaration of Condominium for Sleepy Harbour is amended to add the rule and regulation which reads as follows, to wit:

8. The number of vehicles allowed per unit will be restricted to the number of eligible drivers permanently residing in the unit. No disabled or un-tagged vehicle will be allowed to remain on Sleepy Harbour Condominiums property for more than one week. Violating vehicles will be referred to City of Ocoee Enforcement Board and subject to tow by the Association.

OR BK 5839165 Pg 38 of 53
Orange Co FL 5839165

**FOURTH CERTIFICATE OF AMENDMENT TO RULES
AND REGULATIONS FOR SLEEPY HARBOUR, A CONDOMINIUM**

SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby certifies as follows:

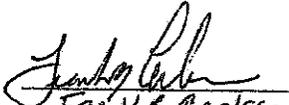
1. That attached hereto is a true and correct copy of a resolution amending Exhibit "C" to that certain Declaration of Condominium of Sleepy Harbour, a condominium, which Declaration was recorded on February 27, 1974 in Official Records Book 2504, Page 818 and Exhibit "C" having been recorded in Official Records Book 2504, Page 849, and that Second Certificate of Amendment recorded on December 08, 1994 in Official Records Book 4829, Page 3939; and that Third Certificate of Amendment recorded on November 12, 1996 in Official Records Book 5153, Page 3649; all of the Public Records of Orange County, Florida,

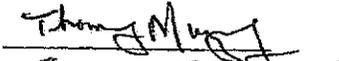
2. That the attached resolution was duly adopted by the affirmative vote of a majority of the Board of Directors of the Sleepy Harbour Condominium Association, Inc. who were present at the regular meeting of the Board duly held on October 8, 1996 in accordance the provisions of the Bylaws, Declaration of Condominium and Chapter 718 of the Florida Statutes.

3. That the adoption of the attached resolution appears upon the minutes of the Association is unrevoked.

IN WITNESS WHEREOF, the foregoing certificate is executed by the duly authorized officers of the Association this 5th day of November, 1998.

Signed, Sealed and Delivered
in the Presence of:


FRANK S. CARLSSON


THOMAS J. MURPHY

Sleepy Harbour
Condominium Association, Inc.


By: Don Fasano
its: President

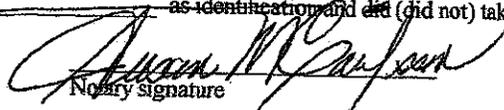
ATTEST:

By: 
Secretary to Sleepy Harbour
Condominium Association, Inc.

Prepared By and Return to:
Randy Hillman, Esq.
203 E. Hillcrest Street
Orlando, FL 32801

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of November,
1998 by Don Fasano, President of Sleepy Harbour Condominium Association, Inc., a Florida
corporation, on behalf of the corporation. He is personally known to me ~~or who has produced:~~
as identification and did (did not) take an oath.


Notary signature

SUSAN M. CARLSSON
Printed name of Notary



OR Bk 5621 Pg 2663
Orange Co FL 1998-0488357

**RESOLUTION AMENDING THE RULES
AND REGULATION OF SLEEPY HARBOUR, A CONDOMINIUM**

RESOLVED, that Exhibit "C" to the Declaration of Condominium for Sleepy Harbour, a condominium, which was recorded on February 27, 1974 in Official Records Book 2504, Page 818 and Exhibit "C" having been recorded in Official Records Book 2504, Page 849, and that Second Certificate of Amendment which amended Exhibit "C" having been recorded on December 08, 1994 in Official Records Book 4829, Page 3939 and that Third Certificate of Amendment which amended Exhibit "C" having been recorded on November 12, 1996 in Official Records Book 5153, Page 3649; all of the Public Records of Orange County, Florida, shall be, and the same is, changed, amended, and modified as follows, to-wit:

1. That Paragraph 1. **POOL AND PATIO**, of Exhibit "C" to the Declaration of Condominium for Sleepy Harbour is amended to add the rule and regulation which reads as follows, to wit:

- n. Guests of residents must use recreation "I.D." when using the pool and patio area of the condominium. "Guests" are defined as individuals on condominium property with the consent of a condominium resident. Overnight guests may use the pool and patio area without being accompanied by a condominium resident. All other guests may only use the pool and patio area when accompanied by a condominium resident.

2. That Paragraph 3. **GENERAL**, Subparagraph (b)(3), of Exhibit "C" to the Declaration of Condominium for Sleepy Harbour is amended to read as follows; to wit:

- 3. Unassigned parking spaces are for other vehicles up to 3/4 ton trucks.

OR Bk 5621 Pg 2664
Orange Co FL 1998-0488357

"A"

**AFFIDAVIT OF PRESIDENT OF
SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.**

OR Bk 5621 Pg 2665
Orange Co FL 1998-0488357

**STATE OF FLORIDA
COUNTY OF ORANGE**

Recorded - Martha O. Haynie

BEFORE ME, the undersigned authority personally appeared Thomas Murphy, who being duly sworn, deposes and says:

1. That he is the duly elected President of Sleepy Harbour Condominium Association, Inc.
2. That he certifies that a majority of the Board of Directors of Sleepy Harbour Condominium Association, Inc. entitled to vote duly adopted the attached amendment on October 8, 1996.
3. That such attached amendment shall not adversely affect the lien or property of any such previously recorded mortgage or any institutional lender as it affects a condominium unit.

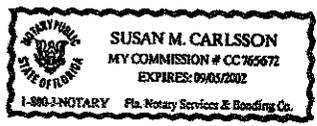
FURTHER AFFIANT SAYETH NAUGHT

Don Fasano
DON FASANO

The foregoing instrument was acknowledged before me this 5th day of November 1998 by Don Fasano, President of Sleepy Harbour Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or ~~who has produced:~~ as identification and did (did not) take an oath.

Susan M. Carlsson
Notary signature

Susan M. Carlsson
Printed name of Notary



Prepared by and Return to:
Randy Hillman
203 E. Hillcrest St.
Orlando, FL 32801

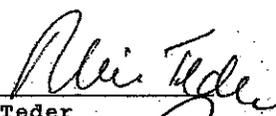
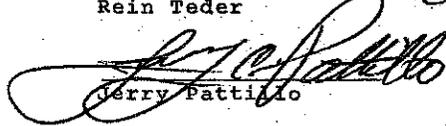
**FIFTH CERTIFICATE OF AMENDMENT TO RULES
AND REGULATIONS FOR SLEEPY HARBOUR, A CONDOMINIUM**

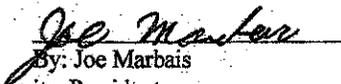
SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby certifies as follows:

1. That attached hereto is a true and correct copy of a resolution amending Exhibit "C" to that certain Declaration of Condominium of Sleepy Harbour, a condominium, which Declaration was recorded on February 27, 1974 in Official Records Book 2504, Page 818 and Exhibit "C", Rules and Regulations of Sleepy Harbour Condominium Association, Inc., having been recorded in Official Records Book 2504, Page 849 and that Amendment which amended Exhibit "C" having been recorded on August 8, 1985 in Official Records Book 3674, Page 1339; and that Second Certificate of Amendment which amended Exhibit "C" having been recorded on December 08, 1994 in Official Records Book 4829, Page 3939; and that Third Certificate of Amendment which amended Exhibit "C" having been recorded on November 12, 1996 in Official Records Book 5153, Page 3649; and that Fourth Certificate of Amendment which Amended Exhibit "C" having been recorded on November 23, 1998 in Official Records Book 5621, Page 2662; all of the Public Records of Orange County, Florida.
2. That the attached resolution was duly adopted by the affirmative vote of a majority of the Board of Directors of the Sleepy Harbour Condominium Association, Inc. who were present at the regular meeting of the Board duly held on February 22, 2001 in accordance the provisions of the Bylaws, Declaration of Condominium and Chapter 718 of the Florida Statutes.
3. That the adoption of the attached resolution appears upon the minutes of the Association is unrevoked.

IN WITNESS WHEREOF, the foregoing certificate is executed by the duly authorized officers of the Association this 18 day of April, 2001.

Signed, Sealed and Delivered
in the Presence of:


Rein Teder

Jerry Pattillo

Sleepy Harbour
Condominium Association, Inc.

By: Joe Marbais
its: President

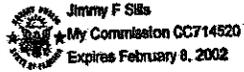
Prepared by and return to:
Randy Hillman, Esquire
Reiss, Hillman & Reiss
203 E. Hillcrest Street
Orlando, FL 32801

ATTEST:

By: Bill Dassler
Secretary to Sleepy Harbour
Condominium Association, Inc.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18 day of April, 2001 by Joe Marbais, President of Sleepy Harbour Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced: _____ as identification and did (did not) take an oath.



Jimmy F Sills
Notary signature

JIMMY F SILLS
Printed name of Notary

**RESOLUTION AMENDING THE RULES
AND REGULATION OF SLEEPY HARBOUR, A CONDOMINIUM**

RESOLVED, that Exhibit "C" to the Declaration of Condominium for Sleepy Harbour, a condominium, which was recorded on February 27, 1974 in Official Records Book 2504, Page 818 and Exhibit "C", Rules and Regulations of Sleepy Harbour Condominium Association, Inc., having been recorded in Official Records Book 2504, Page 849, and that Amendment which amended Exhibit "C" having been recorded on August 8, 1985 in Official Records Book 3674, Page 1339; and that Second Certificate of Amendment which amended Exhibit "C" having been recorded on December 08, 1994 in Official Records Book 4829, Page 3939; and that Third Certificate of Amendment which amended Exhibit "C" having been recorded on November 12, 1996 in Official Records Book 5153, Page 3649; and that Fourth Certificate of Amendment which Amended Exhibit "C" having been recorded on November 23, 1998 in Official Records Book 5621, Page 2662; all of the Public Records of Orange County, Florida, shall be, and the same is, changed, amended, and modified as follows, to-wit:

Paragraph 3 of Exhibit "C" of the Declaration of Condominium for Sleepy Harbour, a condominium, shall be, and the same is hereby amended to add subparagraphs (H) and (I) which read as follows, to- wit:

H. QUIET HOURS

1. Quiet hours within the condominium complex are designated from 9:00 p.m. to 7:00 a.m. Monday through Saturday and all day/night on Sunday. During quiet hours, residents or guests are prohibited from creating excessive noise that disturbs other residents. Specifically prohibited are unit construction or remodeling work and moving into or out of units.

I. TRASH REMOVAL

1. Unit owners are responsible to advise contractors and delivery people that they must remove all packing materials, construction debris, and replaced furniture or equipment from the property when work is completed. Use of condominium dumpsters is NOT ALLOWED for these types of disposal.

**AFFIDAVIT OF PRESIDENT OF
SLEEPY HARBOUR CONDOMINIUM ASSOCIATION, INC.**

**STATE OF FLORIDA
COUNTY OF ORANGE**

BEFORE ME, the undersigned authority personally appeared Joe Marbais, who being duly sworn, deposes and says:

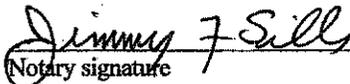
1. That he is the duly elected President of Sleepy Harbour Condominium Association, Inc.
2. That he certifies that a majority of the Board of Directors of Sleepy Harbour Condominium Association, Inc. entitled to vote duly adopted the attached amendment on February 22, 2001.
3. That such attached amendment shall not adversely affect the lien or property of any such previously recorded mortgage or any institutional lender as it affects a condominium unit.

FURTHER AFFIANT SAYETH NAUGHT



JOE MARBAIS

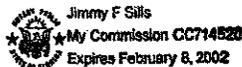
The foregoing instrument was acknowledged before me this 18 day of April, 2001 by Joe Marbais, President of Sleepy Harbour Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced: _____ as identification and did (did not) take an oath.



Notary signature

JIMMY F SILLS

Printed name of Notary





INSTR 20050189953
 OR BK 07878 PG 0529 PGS=2
 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
 03/18/2005 08:15:25 AM
 REC FEE 18.50

This instrument prepared by:

Paul L. Wean, Esquire
 WEAN & MALCHOW, P.A.
 646 East Colonial Drive
 Orlando, Florida 32803

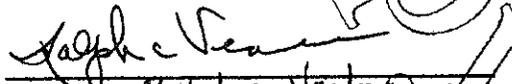
**CERTIFICATE OF APPROVAL OF AMENDMENTS
 TO THE
 DECLARATION OF CONDOMINIUM OF
 SLEEPY HARBOUR, A CONDOMINIUM**

The undersigned authorities hereby certify that the Association unit owner members and the Board of Directors have duly adopted the attached amendment to the Declaration of Condominium of Sleepy Harbour, a Condominium, as originally recorded in the Public Records of Orange County, Florida at Official Record Book 2504, Page 818 at a duly called meeting of the members held on February 12, 2005. The amendments were adopted by the affirmative vote of at least two-thirds of all members, voting in person or by proxy, as set forth in Article 13 of the Declaration of Condominium of Sleepy Harbour, a Condominium.

Witness our hands and seals this 24th day of FEBRUARY, 2005.

ATTEST:

"ASSOCIATION"
 Sleepy Harbour Condominium Association, Inc.

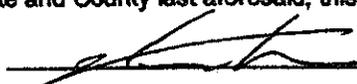

 Print name: Ralph C. Veale, Secretary
 Address: 408 ORLANDO AVE #10A
OC06E FL 34761


 Print name: WILLIAM K. DASSER, President
 Address: 404 ORLANDO AVE #126
OC06E, FL 34761

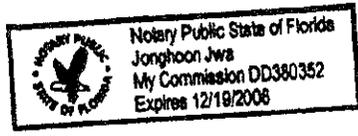
STATE OF FLORIDA :
 COUNTY OF ORANGE

Before me, the undersigned authority, personally appeared William Dasser, Ralph Veale, to me personally known to be the President and Secretary, respectively, of Sleepy Harbour Condominium Association, Inc., or having produced Driver License - FL as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

Witness my hand and official seal in the State and County last aforesaid, this 24th day of February, 2005.

 (SIGN)
JONGHOON JWA (PRINT)
 Notary Public, State of Florida at Large

My Commission Expires:



**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
SLEEPY HARBOUR, A CONDOMINIUM**

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by * * *

* * *

2. Common Elements.

* * *

Limited Common Elements.

* * *

The Limited Common Elements which are designated on the condominium plat are reserved for the use of the units designated thereon and are appurtenant thereto to the exclusion of other units, and shall pass with a unit as appurtenant thereto. Expenses of maintenance, repair or replacement concerning these Limited Common Elements shall be paid for as a part of the common expenses of the Corporation, except the expense of maintenance, repair or replacement made necessary by the act of any Unit Owner shall be borne by the Unit Owner. The insurance, maintenance, repair or replacement of carports shall be charged to, and paid for as part of the Common Expenses of the Corporation, except that all expenses of maintenance, repair or replacement resulting from any act by a Unit Owner or the Unit Owner's family, guest, tenants or invitees shall be the obligation of and chargeable to that Unit Owner, by the Unit Owner entitled to the use of the carport. The Developer reserves the right to designate individual parking spaces for the exclusive use of individual Unit Owners, which spaces are Limited Common Elements as from time to time may be necessary.

* * *

Prepared by: Paul L. Wean, Esquire

Dated: January 5, 2005



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"ASSOCIATION"
 Sleepy Harbour Condominium Association, Inc.

Ralph C. Veale
 Print name: Ralph C. Veale, Secretary
 Address: 408 ORLANDO AVE #10A
OC066 FL 34761

By William H. Dasser
 Print name: WILLIAM H. DASSER, President
 Address: 404 ORLANDO AVE #126
OC066, FL 34761

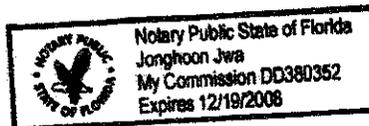
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Jonghoon Jwa (SIGN)
JONGHOON JWA (PRINT)
 Notary Public, State of Florida at Large

My Commission Expires:



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* * *

Prepared by: Paul L. Wean, Esquire
Dated: January 5, 2005