

THIS DOCUMENT PREPARED BY AND RETURN TO:

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**DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES**

03/26/96

THIS DECLARATION OF CONDOMINIUM is made by J L LAND DEVELOPMENT, INC., a Florida corporation, hereinafter referred to as "Developer," for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. Purpose: The purpose of this Declaration is to submit the land and improvements described and to be constructed thereon to the Condominium Form of Ownership and use pursuant to Chapter 718 of the Florida Statutes, herein referred to as the "Condominium Act." Except where permissive variances therefrom appear in this Declaration, the annexed Articles and/or By-Laws of the Association, or in lawful amendments to these instruments, the provisions of the Condominium Act are incorporated herein by reference. This Declaration, the Articles and the By-Laws of the Association, as lawfully amended from time to time, and the Condominium Act as same exists as of the execution of this Declaration, shall govern this Condominium and the rights, duties and responsibilities of Unit Owners therein.

1.1 Name. The name by which this Condominium is to be identified is **THE GALLERY AT RIDGEWOOD LAKES**, a Condominium and its address is 300 - 400 Eagle Ridge Drive, Davenport, Florida 33837.

1.2 Submission to Condominium Form of Ownership. By this Declaration, the Developer's fee simple title to the property described upon Exhibit "A" attached hereto and made a part hereof, is hereby submitted to the Condominium Form of Ownership subject to the matters shown on Exhibit "A" (which shall not reimpose same).

1.3 Effect of Declaration. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all Unit Owners as hereinafter defined, and in consideration of receiving and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such person agree to be bound by the provisions hereof, and the Articles and By-Laws. Both the burdens imposed and the benefits

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derived shall run with each Unit as herein defined.

2. Definitions: The terms used in this Declaration and all exhibits attached hereto, and in the Articles and the By-Laws, shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires.

2.1 Ridgewood Lakes Development means all of the real property located in Polk County, Florida which is being developed, or which is intended to be developed, as part of the Ridgewood Lakes planned unit development.

2.2 Articles means the Articles of Incorporation of the Association, as same may be amended from time to time.

2.3 Assessment means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against a Unit Owner.

2.4 Association means THE GALLERY AT RIDGEWOOD LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, which is the corporate entity responsible for the operation of the Condominium.

2.5 Board means the Board of Directors of the Association.

2.6 Building means and includes any building contained within the Condominium from time to time as herein provided.

2.7 By-Laws means the By-laws of the Association, as same may be amended from time to time.

2.8 Common Elements means the portions of the Condominium Property not included in the Units, and all other property declared as Common Elements herein and in the Condominium Act.

2.9 Common Expenses means all expenses properly incurred by the Association for the Condominium which shall include, but not be limited to, the following:

- (a) Expenses of administration and management of the Condominium Property and of the Association.
- (b) Expenses of maintenance, operation, repair or replacement of Common Elements.
- (c) Expenses declared Common Expenses by the provisions of this Declaration, the Articles and/or the By-Laws.
- (d) Any valid charge against the Condominium as a whole.
- (e) Any expense of or charges to the Association as provided for in this

Declaration, the Articles and/or the By-Laws.

(f) Expenses of maintenance, operation, repair or replacement of any recreational facilities within the Common Elements or owned by the Association, which may exist from time to time, and the lands underlying the facilities.

(g) Expenses for insurance for directors and officers, road maintenance and operation expenses, in-house communications, and security services, which are reasonably related to the general benefit of the Unit Owners, even if such expenses do not attach to the Common Elements or property of the Condominium.

(h) All those expenses defined as Common Expenses in the Florida Condominium Act, as amended from time to time.

2.10 Common Surplus means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

2.11 Condominium means THE GALLERY AT RIDGEWOOD LAKES, a Condominium, which is formed pursuant to this Declaration.

2.12 Condominium Act means the Florida Condominium Act, as it exists on the date of execution of this Declaration, or as amended, as contained in Chapter 718 of the Florida Statutes.

2.13 Condominium Form of Ownership means that form of ownership of real property created pursuant to the Condominium Act and which is comprised of Units that may be owned by one (1) or more persons, and there is, appurtenant to each Unit, an undivided share in the Common Elements.

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

2.15 Condominium Property means the lands that are subjected to the Condominium Form of Ownership by the Declaration or by any amendment hereto, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.16 Declaration or Declaration of Condominium means this instrument, as it may be amended from time to time.

2.17 Developer means and refers to the person or entity executing this Declaration, its successors, grantees, assigns, nominees, and designees. In the event any mortgagee of the Developer obtains title to all or any portion of the Condominium Property by foreclosure, or deed in lieu thereof, such mortgagee shall become the Developer only if it so elects, by written notice to the Board, but in any event such mortgagee may assign its rights as Developer to any third party who

acquires title to all or a portion of the Condominium Property from the mortgagee. In any event, such mortgagee, and its assigns, shall not be liable for any defaults or obligations incurred by any prior Developer, except as same are expressly assumed by the mortgagee. The term "Developer" shall not include any person or entity acquiring title only to one or more Unit(s) for which a certificate of occupancy has been issued by the controlling governmental authority, unless Developer specifically assigns its rights as developer to such person or entity.

2.18 Institutional Mortgagee or Institutional Lender means any company or entity holding a first mortgage encumbering a Condominium Parcel, which in the ordinary course of business makes, purchases, guarantees, or insures residential mortgage loans, and which company or entity is not owned or controlled by the Unit Owner of the Condominium Parcel encumbered. An Institutional Lender may include a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Mortgagee shall also mean the holder of any mortgage executed by or in favor of the Developer, whether or not such holder would otherwise be considered an Institutional Mortgagee.

2.19 Lease means the grant, either oral or written, by a Unit Owner of a temporary right of use of said owner's unit for valuable consideration.

2.20 Limited Common Elements means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, if any. Such term shall include, but not be limited to, porches, balconies and air conditioning equipment related to a particular Unit.

2.21 Short Term Rental means any rental or lease of a Unit for a period of less than one month.

2.22 Unit or Dwelling Unit means a part of the Condominium Property which is subject to exclusive ownership. The term Dwelling shall be synonymous, and may be used interchangeably, with Unit.

2.23 Unit Owner means the record owner(s) of a Condominium Parcel.

3. Condominium Development Plan.

3.1 Plot Plans, Survey and Floor Plans. The construction of Phase I is not substantially complete. Attached hereto as Exhibit "B" are plot plans of the Condominium and the Certificate of Surveyor required by Florida Statutes, Section 718.104(4)(e) as to Phase I. Upon substantial completion of construction of each of Phases I through V, the Certificate of Surveyor required by Florida Statutes, Section 718.104(4)(e) for the completed phase will be recorded in the Public Records of Polk County, Florida.

3.2 Recreation Facilities. The Developer will construct a pool and bath house building on Tract "A". Said tract is more fully described and depicted on Exhibit "B". Tract "A" will be transferred by the Developer to the Association on or before the time Developer turns over control of the Association to the Unit Owners. All Unit Owners will be members of the Association and shall have the right to use the pool and cabana building.

3.3 Improvements-General Description.

(a) Units. Phase I of the Condominium is comprised of two (2) buildings each containing four (4) Units. The number, location and size of each Units is shown graphically on Exhibit "B", attached hereto and made a part hereof.

(b) Other Improvements. The Condominium will include landscaping, automobile parking areas, and other facilities which are a part of the Common Elements described in the Plot Plans incorporated herein as Exhibit "B".

(c) Recreation Facilities. Each Unit Owner will be a member of the Association and will own a share of the Common Elements as set forth in Exhibit "B" attached hereto. The Common Elements include a pool and cabana building.

3.4 Amendment of Plans. Developer reserves the right to change the interior design of any Unit, so long as the Developer owns the Unit so changed, without the necessity of amendment to this Declaration, provided such change of interior design does not alter the Unit boundaries or the Common Elements.

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

(a) Upper and Lower Boundaries: The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(i) Upper boundary: The horizontal plane of the undecorated finished ceiling. In a Unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the Unit, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the Unit, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

(ii) Lower boundary: The horizontal plane of the undecorated finished floor. If any portion of the floor in a Unit is raised above the level of the floor in the rest of the Unit, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the Unit, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

(b) Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of building walls bounding the Unit, the vertical planes of finished exterior surfaces of screened or glass walls bounding the Unit, and imaginary vertical planes along the lower boundaries of the Unit where there is no wall, extended to their planar intersections with each other and with the upper and lower boundaries.

(c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors and skylights, such boundary shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass, screening or other transparent material, and all framings and casing therefore, shall be included in the boundaries of the Unit.

(d) Limited Common Elements. All patios, driveways between the street and garage, balconies, storage areas other than those included in any Unit, and any such storage attached to the exterior main walls of the building that serve only the Unit adjacent to such structure, shall be a Limited Common Element for the benefit of that particular Unit Owner. Such Limited Common Elements are shown graphically on the Condominium Plot Plans attached hereto as Exhibit "B".

(e) Exceptions: In cases not specifically covered above, and/or in the case of any conflict or ambiguity, the survey of the Units set forth in Exhibit "B" hereto shall control in determining the boundaries of a Unit, except the provisions of Section 3.5(a) and (b) above shall control unless specifically reflected on such survey. Furthermore, in the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and any language contained on the survey attached as Exhibit "B" describing the boundaries of any Unit, the language of this Declaration shall control.

3.6 Automobile Parking Spaces. The Limited Common Elements appurtenant to each Unit include parking areas for automobiles and shall be for the sole use the respective Owners of the Unit and their guests and invitees. No Unit Owner or resident of any Unit, and none of their guests and invitees shall park in a parking area which is part of the Limited Common Elements appurtenant to another Unit. Any transfer of title of a Unit, including a transfer by operation of law, shall operate to transfer the exclusive use of the Limited Common Element appurtenant to the Unit which is used as parking space. In addition, a Unit Owner shall not sell, assign or otherwise transfer his right to use the Limited Common Element appurtenant to the Unit which is used as parking space.

4. Easements and Restrictions. Each of the following easements are hereby created, which shall run with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with this property and intended uses and purposes, and each shall survive the termination of the Condominium:

4.1 Drainage and Utilities. Perpetual, nonexclusive easements are reserved to the Developer and its successors or assigns as developers and/or owners of lands or any portion thereof described as Future Phases in Paragraph 22 herein and each subparagraph thereof, or lands

adjacent to Phase I and Future Phases, whether same are made a part of this Condominium or not, the Association, or such utility companies to which the Developer or Association may assign their easements, for and on behalf of the Developer and its successors or assigns, the Association and the assignee utility companies, as may be required for the entrance upon, construction, maintenance and operation of utility services to adequately serve the condominium and any one or more, or all of the Future Phases and the Ridgewood Lakes Development, whether same are made a part of this Condominium or not, including, but not limited to, the installation of cable television system lines, utility mains and such other equipment as may be required throughout the condominium to adequately serve the condominium property and any one or more, or all of the Future Phases and all or any portion of the Ridgewood Lakes Development, whether same are made a part of this Condominium or not, it being expressly agreed that Developer and its successors or assigns, the Association, the utility company and any other person benefitted hereby, making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility, provided, however, easements herein reserved which necessitate entry through a unit, shall only be according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved in writing by the Unit Owner. Said easements herein reserved shall include, but shall not be limited to, an easement for purposes of construction, maintenance, restoration, and when appropriate, deactivation of such utilities within the common elements, and the right to remove any structures, including, without limitation, any fences, from the common elements and limited common elements in order to effectuate such maintenance, repair or replacement, provided that such structures shall be restored as nearly as practicable to the condition which existed prior to commencement of such maintenance, repair or replacement, except that any structures which are erected in violation of the following provisions shall not be restored, and the Unit Owner who erected such structure shall not be entitled to receive any compensation or award for damages or other recovery as a result of such structure not being restored. Unit Owners shall not erect any structure or other improvements on the Common Elements or Limited Common Elements which shall in any manner interfere with the maintenance, repair or replacement of the utility service facilities located therein, or with the easement for ingress and egress granted herein, or with the required usage of such Common Elements and Limited Common Elements for proper functioning of the utility service facilities. In the event the Unit Owner erects a structure in violation of this provision, the Association shall have all of the rights provided in this Declaration, including the right to require removal of such structure at any time to protect the health of the Unit Owners of the condominium.

Also, easements are reserved to the foregoing persons and entities including the Developer, its successors in interest and assigns, for such further utility or drainage easements over and across the condominium property as may be required from time to time to serve the condominium property, and any one or more, or all of the Future Phases and all or any portion of the Ridgewood Lakes Development, whether same are made a part of this Condominium or not. The Association shall also have the right to grant permits, licenses, easements over the common elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of utility service facilities, drainage facilities and the condominium property.

4.2 Support. Every portion of a Unit contributing to the support of a Building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the Building.

4.3 Perpetual Non-exclusive Easement in Common Elements. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Unit Owners and residents of the Condominium, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

4.4 Air Space. Each Unit shall have an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered.

4.5 Encroachments. If any portion of the Common Elements encroaches upon any Unit; if any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association; or (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

4.6 Service Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the Condominium, and over, under, on and across the Common Elements, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the Condominium Property and the Unit Owners.

4.7 Pedestrian and Vehicular Traffic and Recreational Facilities and Other Common Elements. A perpetual, nonexclusive reciprocal easement in favor of each Unit Owner, the Developer, the Association, and those claiming by, through or under the aforesaid, including the owners of units in THE GALLERY AT RIDGEWOOD LAKES, the owners of any portions of the property described as Future Phases in Paragraph 22 herein and each subparagraph thereof, whether same are made a part of this Condominium or not, for ingress and egress shall exist over, through and across all roadways and other portions of the Common Elements as may be intended and designated from time to time for such purposes and uses including ingress and egress to the units from public ways; and for the vehicular traffic over, through and across such portions of the common elements necessary to provide reasonable access to the public ways as may be from time to time paved and intended for such purposes, and for use and enjoyment of the common elements, and for use and enjoyment of the parking spaces contained in the common elements, and such easements shall be for the use and benefit of the Association, Developer, and Unit Owners and those claiming by, through or under the aforesaid, including the owners of any portion of the property described as Future Phases in Paragraph 22 herein and each subparagraph thereof, whether same are made a part of this Condominium or not; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the condominium property except to the extent that space may be specifically designated and assigned

for parking purposes. A perpetual, nonexclusive reciprocal easement in favor of each Unit Owner, the Developer, the Association, and those claiming by, through or under the aforesaid, including the owners of any portions of the property described as Future Phases in Paragraph 22 herein and each subparagraph thereof, shall exist for ingress and egress, use and enjoyment of the recreational facilities and common elements. The rights herein granted to Unit Owners shall be appurtenant to and pass with the title to his unit.

4.8 Additional Easements. The Association, on its own behalf and on the behalf of all Unit Owners, each shall have the right to (i) grant and declare additional easements over, upon, under, and/or across the Common Elements in favor of the Unit Owners and residents of the Condominium and their guests, invitees and lessees, or in favor of any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Unit Owners and residents of the Condominium and their guests, invitees and lessees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the general benefit of the Unit Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Units for dwelling purposes, no joinder of any Unit Owner or any mortgagee of any Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Unit for dwelling purposes, only the joinder of the Unit Owners and Institutional Mortgagees of Units so affected shall be required. To the extent required, all Unit Owners hereby irrevocably appoint Developer and/or the Association as their attorney-in-fact for the foregoing purposes. Any provision of this Declaration to the contrary notwithstanding, neither the Association nor the Unit Owners shall have the right, without the approval of the Developer, to modify, relocate, abandon or terminate any existing easements until such time as the Developer has completed all of the contemplated improvements and sold all of the Units to be contained within the Future Phases as described in Paragraph 22 herein and each subparagraph thereof. At no time will the Association or the Unit Owners have the right to modify, relocate, abandon or terminate the easements granted in Paragraph 4.9 hereof.

4.9 Developer. Until such time as the Developer has completed all of the contemplated improvements and sold all of the units to be contained within the Future Phases as described in Paragraph 22 herein and each subparagraph thereof, whether same are made a part of this Condominium or not, easements including, but not limited to, ingress and egress, are hereby reserved and shall exist through and over the condominium property as may be required by Developer, its successors in interest and assigns, for the completion of the contemplated improvements and sale of said units. Neither the Unit Owners nor the Association, nor their use of the condominium property shall interfere in any way with such completion and sale or other disposition of the Future Phases by the Developer or its successors or assigns, whether same are made a part of this Condominium or not.

4.10 Right of Entry. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

4.11 Savings Clause. Should the intended creation of any easement fail by reason of the fact that at the time of creation there may be no grantee in existence having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association (without merger) for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Unit Owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may be hereafter required or deemed necessary for the purpose of creating such easement.

5. Ownership.

5.1 Type of Ownership. Ownership of each Condominium Unit shall be in fee simple, subject, however, to this Declaration and restrictions, reservations, easements and limitations of record.

5.2 Unit Owner's Rights. Each Unit Owner is entitled to the exclusive use and possession of his Unit and the Limited Common Elements appurtenant thereto, and the right to use, for automobile parking only, any additional parking space which may be assigned to his Unit. Each Owner shall be entitled to use the Common Elements for the purposes for which they are intended, and in accordance with the terms of this Declaration, the Rules and Regulations of the Association as they may exist from time to time. No use of the Common Elements by any Unit Owner shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a joint and mutual easement for that purpose is hereby created. Each Unit Owner shall hold membership in the Association and an interest in the funds and assets of the Association as an appurtenance to his Unit. Membership and voting rights of each Unit Owner in the Association shall be pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association attached hereto as Exhibits "D" and "E" respectively.

6. Restraint Upon Separation and Partition of Common Elements. The fee title of each Condominium Parcel shall include both the Unit and an undivided interest in the Common Elements, said undivided interest in the Common Elements to be deemed to be conveyed or encumbered with its respective Unit, even though the description in the deed or instrument of conveyance may refer only to the fee title to the Unit. Any attempt to separate and/or action to partition the fee title to a Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void.

7. Percentage of Ownership of Common Elements. Each of the Unit Owners of the Condominium shall own an undivided share in the Common Elements as an appurtenance to the Unit Owner's Unit. The undivided share in the Common Elements of each Unit will initially be that set forth in Exhibit "E" attached hereto.

8. Common Expense and Common Surplus.

8.1 Each Unit Owner will be responsible for a portion of the Common Expenses, equal to the undivided share in the Common Elements appurtenant to the Unit Owner's Unit as determined above.

8.2 Any Common Surplus of the Association shall be owned by each Unit Owner in the same proportion as his liability for Common Expenses. This does not include the right to withdraw or require payment or distribution of any Common Surplus.

8.3 The Developer shall not be obligated to pay any assessments to the Association, notwithstanding the fact that the Developer is an owner of unit(s) in the Condominium, during such period of time as Developer shall guarantee the level of assessments to be collected from other Unit Owners, as provided in paragraph 12.10 hereof. However, the Developer shall pay the portion of the common expenses incurred during that period which exceed the amount billed against other Unit Owners, whether received by the Association or not.

9. Maintenance of Condominium Property. The responsibility for the maintenance of the Condominium Property shall be as follows:

9.1 By the Association. The Association shall operate, maintain, repair and replace, as a Common Expense:

(a) All Common Elements and Limited Common Elements, and all improvements located thereon except for portions to be maintained by the Unit Owners as hereinafter provided.

(b) All exterior Building Walls, exterior surfaces and all portions of a Unit which contribute to the support of the building, except interior surfaces thereof.

(c) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of a Unit contributing to the support of the Building or to another Unit, or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which such facilities are contained.

(d) All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

9.2 By the Unit Owner. Each Unit Owner shall operate, maintain, repair and replace (with materials similar in quality and appearance to what is replaced), at the Unit Owner's Expense:

(a) All portions of the Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens sliding glass doors, and doors on the exterior of his Unit or on the Limited Common Elements of his Unit. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

(b) All air conditioning and heating systems serving the Unit Owner's Unit (including any portion thereof located outside of the Unit which is defined as a Limited Common Element under Section 2.20 hereof), all cabinets, carpeting and other floor coverings, wall and ceiling coverings, all appliances or equipment, including any outlets, switches and fixtures.

9.3 Proviso. No Unit Owner shall operate, maintain, repair, replace or augment any portion of the Condominium property to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the Association.

9.4 Right of Entry. Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, repair or replacement of any Common Elements, or for making emergency repairs necessary to prevent damage to any Common Elements or to any other Unit, the owner of the Unit shall permit the Association, or persons authorized by it, to enter the Unit for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency no advance notice will be required.

10. Additions, Alterations or Improvements.

10.1 By the Association. After the completion of the improvements, including the Common Elements, contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the Board of Directors of the Association. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent. This paragraph shall have no application to the right vested in the Developer pursuant to the provision of paragraph 3.4 hereof.

10.2 By Unit Owners. A Unit Owner may make additions, alterations or improvements within his Unit at his sole cost and expense provided all work shall be done without disturbing the rights of other Unit Owners and further provided if same does not affect the exterior appearance of the Building containing his Unit. All additions, alterations or improvements made by a Unit Owner shall be approved in advance by the Board of Directors and shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, or otherwise. A Unit Owner making or causing to be made any additions, alterations or improvements agrees and shall be deemed to have agreed, for such Unit Owner, and the Unit Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom.

11. Determination of Common Expenses and Fixing of Assessments Therefor. The Board shall from time to time, and at least annually, prepare and adopt a budget for the Condominium, determine the amount of assessments for Condominium Expenses payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Association shall notify all Unit Owners, in writing, of the amount and due dates of the assessments for Common Expenses payable by each of them, which due dates shall not be less than ten (10) days from the date of such notification. In the event any assessments for Common Expenses are made in equal periodic payments as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic

payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the Association notifies the Unit Owner in writing of a change in the amount and/or frequency of the periodic payments. Working capital contributions made to the Association upon the sale of Units by the Developer may be used to reimburse the Developer for start-up expenses of the Association, or otherwise as the Association shall determine from time to time and need not be restricted or accumulated, provided, however, that no such contributions shall be used for the payment of common expenses prior to the expiration of any period during which the Developer or any other persons are excused from the payments of assessments for common expenses relating to any units. Any budget adopted by the Board shall be subject to change to cover actual expenses at any time, in conformance with applicable provisions of the By-Laws. In the event the expenditure of funds by the Association is required that cannot be made from the regular assessments for Common Expenses, the Association may make special assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular assessments for Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any special assessment for Common Expenses. Assessments for Common Expenses will commence upon the conveyance of the first Unit by the Developer.

12. Monetary Defaults and Collection of Assessments.

12.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner, and except as hereinafter provided shall be liable for all unpaid assessments owed by the prior Unit Owner of the Unit Owner's Unit, without prejudice to any right the Unit Owner may have to recover from the prior Unit Owner any assessments paid by the Unit Owner. The assessments shall include regular and special assessments for Common Expenses, and other assessments which may be payable to the Association by a Unit Owner pursuant to the Condominium Act, this Declaration, the Articles, or the By-Laws.

Any first mortgagee who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding 6 months, but in no event does the first mortgagee's liability exceed 1 percent of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until 30 days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than 6 months of the Unit's unpaid common expenses or assessments accrued before the acquisition of the title to the Unit by the mortgagee or 1 percent of the original mortgage debt, whichever amount is less.

12.2 Non-Waiver. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common Elements or by abandonment of the Unit for which the assessments are made.

12.3 Late Fees and Interest. Assessments and installments on assessments not paid within ten (10) days after the date when they are due shall be subject to a late fee of \$25.00 per late assessment or 5% of each late assessment, whichever is greater. In addition, any assessments not paid within ten (10) days after the date when they are due shall bear interest at the then highest rate

of interest allowable by law, but not greater than eighteen percent (18%) per year, from the due date until paid. If there is no due date applicable to any particular assessment, then the assessment shall be due ten (10) days after written demand by the Association.

12.4 Acceleration of Assessments. If any member or any Unit Owner is in default in the payment of any assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting member or Unit Owner shall have the right to accelerate the assessments due from an owner or member and such accelerated assessments shall be due and payable on the date the claim of lien is filed pursuant to paragraph 12.5. The Association may only require such defaulting Unit Owner or member to pay to the Association assessments for Common Expenses for the remainder of the budget year in which the lien is filed, based upon the then existing amount and frequency of assessments for Common Expenses. In the event of such acceleration, the defaulting Unit Owner or member shall continue to be liable for any increases in the regular assessments for Common Expenses, for all special assessments for Common Expenses, and/or for all other assessments payable to the Association.

12.5 Lien for Assessments. The Association has a lien on each Condominium Unit for any unpaid assessments with interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the Condominium Parcel is located, stating the description of the Condominium Parcel, the name of the record Unit Owner, the amount due, the due dates, and the name and address of the Association. The lien is in effect until all sums secured by it have been fully paid but in any event no longer than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien includes only assessments which are due when the claim is recorded, together with all other sums specified herein. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

12.6 Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien, and the applicable Unit Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid assessments, and the filing, enforcement, and/or foreclosure of the Association's lien, including reasonable attorneys' fees, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

12.7 Rental and Receiver. If a Unit Owner remains in possession of his Unit and the claim of lien of the Association against his Unit is foreclosed, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit, and the Association is entitled to the appointment of a receiver to collect the rent.

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12.8 Application of Payments. Any payments made to the Association by any Unit Owner shall first be applied towards any reasonable attorneys' fees incurred by the Association incidental to the collection of assessments and other monies owed to the Association by the Unit Owner and/or for the enforcement of its lien; next towards interest on any assessments or other monies due to the Association, as provided herein; and next towards any unpaid assessments owed to the Association, in the inverse order that such assessments were due.

12.9 Certain Mortgages Protected. Notwithstanding anything herein set forth to the contrary, any lien on a unit for an assessment set out in paragraph 12.5 above or other charges becoming payable on or after the date of recordation of the first mortgage on such unit shall be junior, inferior and subordinate to such recorded first mortgage.

12.10 Assessments Not Paid by the Developer. The Developer shall be excused from the payment of its share of the assessment in respect to the units which it owns in the condominium during the period of time that it shall guarantee the maximum level of assessments to be collected from other Unit Owners in the condominium. The Developer guarantees that the total monthly installments of the annual assessments to be imposed by the Association upon Unit Owners of THE GALLERY AT RIDGEWOOD LAKES, a Condominium, other than the Developer shall not increase over a total of \$89.00 monthly to the Association from the date on which the closing of the sale of the first unit in the condominium occurs until Dec. 31, 1996. After said initial guarantee period, the Developer shall have continuing options to extend the guarantee period for successive one year periods. Developer hereby obligates itself to pay the portion of the common expenses incurred by the Association during that period in excess of the amounts billed as assessments (such assessments being adopted by the Association) to other Unit Owners.

13. Association. In order to provide for the administration of this Condominium, the Association has been organized as a not-for-profit corporation under the laws of the State of Florida, and the Association shall administer the operation and management of the Condominium and undertake and perform all acts and duties incidental thereto in accordance with the terms, provisions and conditions of this Declaration, the Articles, By-Laws, and the rules and regulations promulgated by the Association from time to time.

13.1 Articles. A copy of the Articles is attached as Exhibit "C." No amendment of the Articles shall be deemed an amendment to this Declaration and this Declaration shall not prohibit or restrict amendments to the Articles, except as specifically provided herein.

13.2 By-Laws. A copy of the By-Laws is attached as Exhibit "D." No amendment of the By-Laws shall be deemed an amendment to this Declaration and this Declaration shall not prohibit or restrict amendments to the By-Laws, except as specifically provided herein.

13.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other owners or persons.

13.4 Restraint Upon Assignment of Shares in Assets. The shares of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

13.5 Management Company. The Association shall have the right to contract for the management of the Condominium Property, and to authorize a management agent or company to assist the Association in carrying out its powers and duties as set forth herein. Any management agent or company may be the Developer or an affiliate of the Developer. However, the Association and its officers shall retain at all times the powers and duties granted to it by this Declaration, the Articles, By-Laws and the Condominium Act. To the extent contemplated by the terms of the Management Agreement, if any, references to the Association or its employees, officers or directors made in this Declaration, or in the Association Articles, By-Laws, and/or Rules and Regulations shall be deemed to include the management agent from time to time employed by the Association. Any management agreement and any other contracts or leases executed on behalf of the Association will be terminable by the Association without cause upon ninety (90) days written notice and payment of a termination fee not to exceed three months of management fees, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods. When professional management has been previously utilized by the Association, any decision to establish self management shall require the consent of sixty-seven percent (67%) of units and institutional first mortgagees holding mortgages on units to which at least fifty-one percent (51%) of the votes of units in the Condominium subject to institutional first mortgages are allocated.

13.6 Membership. The record owner(s) of all Units in the Condominium shall be members of the Association. Membership as to each Unit shall be established, and transferred, as provided by the Articles and the By-Laws.

13.7 Voting. On all matters as to which the members of the Association shall be entitled to vote, there shall be only one vote for each Unit. Voting shall be governed by the Articles and the By-Laws.

13.8 Books and Records. The holders of first mortgages and the insurers and guarantors of first mortgages shall have the right to examine the books and records of the Association during normal business hours and to require annual audited financial statements of the Association within ninety (90) days following the end of the fiscal year of the Association which audits shall be paid for by said first mortgage, insurer or guarantor. Any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Such first mortgage holder shall also be entitled, upon request, to written notice of all Association meetings and shall be permitted to designate a representative to attend all such meetings. The Association shall make available to Unit Owners, prospective purchasers of unit, lenders and the holders, insurers and guarantors of the first mortgage on any unit, current copies of this Declaration, the Bylaws and Articles of Incorporation of the Association, other rules governing the condominium and other books, records and financial statements of the Association, including the most recent audited financial statement if such is prepared. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

14. Insurance. The insurance other than title insurance which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions, all of which insurance shall meet any and all requirements of FNMA, FHLMC, FHA and VA:

14.1 Authority to Purchase. The Association shall have the duty of maintaining in effect casualty and liability insurance, flood insurance, and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements and as specified by the Veterans Administration, and any other insurance in accordance with the requirements of HUD which as of the date of this Declaration are contained in paragraphs 14(a) and 14(b) of Appendix 24 entitled Revised Legal Policies contained in publication 4265.1 of the U.S. Department of Housing and Urban Development or such insurance coverage as may be required by law. To the extent of conflict between the insurance provisions in this Declaration and the insurance provisions cited in the FNMA Lending Guide and by the Veterans Administration, the insurance provisions in the FNMA Lending Guide and of the Veterans Administration shall control. As to any conflicts between the insurance provisions in this Declaration, the FNMA Lending Guide and Veterans Administration and Florida law, Florida law shall control. All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the buildings and their appurtenances, also for the benefit of Unit Owners and their mortgagees as their interests may appear and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Unit Owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee, if one has been designated.

It shall be the responsibility of the Unit Owners to obtain insurance coverage at their own expense upon their personal property, fixtures, floor coverings, wall coverings, ceiling coverings, electrical fixtures, appliances, air conditioners or heating equipment, water heaters or built-in cabinets. In addition, it shall be the responsibility of the Unit Owners to obtain comprehensive personal liability insurance which shall include covering liability for damage to person or property of others located within the Unit Owner's unit, or in another unit, or upon the common elements resulting from the negligence of the insured Unit Owner in such amounts as shall from time to time be determined by the Board of Directors, but in no case less than \$100,000.00 for each occurrence. Unit Owners shall furnish the Association with copies of all insurance policies obtained by them. All Unit Owners and Association property and liability insurance shall contain the waivers provided in subsection 14.2(e) unless such coverage cannot be obtained.

14.2 Coverage.

(a) Casualty. All Buildings and improvements upon the Condominium Property and all personal property of the Association included in the Condominium Property are to be insured in an amount equal to one hundred percent (100%) of the then current replacement cost, if available, excluding foundation, excavating costs, and other items normally excluded from coverage, as determined annually by the Association. Prior to obtaining any casualty insurance or any renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement cost of the Buildings and improvements upon the Condominium Property and all personal property of the Association, without deduction for depreciation, for the

purposes of determining the amount of casualty insurance to be effected pursuant to this paragraph. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsements;

(ii) Such other risks as from time to time shall be customarily insured against with respect to buildings and improvement similar in construction, location and use, including but not limited to vandalism and malicious mischief, and all other risk normally covered by a standard "All Risk" endorsement, where available.

(b) Public Liability. General public liability insurance having a limit of not less than \$1,000,000.00 or such additional amounts and such coverage as may be required by the Board of Directors of the Association and as provided in Section 14.1 above, and with cross liability endorsement to cover liabilities of the Unit Owners individually and as a group to a Unit Owner.

(c) Worker's Compensation as shall be required to meet the requirements of the law.

(d) Fidelity Bonds. The Association shall obtain blanket fidelity bonds for the President, Secretary and Treasurer of the Association and for all other persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a management company, such bonds shall be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall in no event be less than the minimum amount required by the Condominium Act.

(e) Other Insurance. Such other insurance as the Board of Directors may determine from time to time to be desirable or as may be required by the Condominium Act or by FNMA, including Officer and Director liability insurance, if reasonably available.

(f) Waiver and Modification. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) any pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by a act of one or more Directors of the Association or by one or more Unit Owners; and shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least thirty (30) days prior written notice to the Association and to the holder of a first Mortgage encumbering any Unit in the Condominium which is listed as a scheduled holder of a first mortgage in the insurance policy.

14.3 Premiums. Premiums for insurance policies and fidelity bonds shall be paid by the Association as a Common Expense. In accordance with Section 17.5 hereof, no Unit Owner or resident of any Unit, or any member of their families or their guests or invitees shall misuse,

occupy or abandon any Unit or its appurtenances or any portion of the Common Elements in any manner which may increase any insurance premium payable by the Association.

14.4 Insurance Trustee. Where the proceeds of any insurance policies arising out of any single occurrence for which proceeds are payable amount to \$25,000.00 or less, such proceeds shall be paid to the Association. Where the said proceeds exceed \$25,000.00, they shall be paid to the Association or to an insurance trustee, if one has been designated, being any national bank or trust company in the vicinity of the Condominium with trust powers as may be designated by the Board of Directors of the Association, as Trustee, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payment of premiums or for the renewal or sufficiency of the policies or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their respective mortgagees in the following shares, which shares need not be set forth in the records of the Insurance Trustee.

(a) Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the share of each Unit Owner being the same as his share in the Common Elements, as same are hereinabove stated.

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

(i) Regardless of whether the Units are to be repaired and restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Board of Directors of the Association.

(ii) In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear. However, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events: (1) Its mortgage is not in good standing and is in default, or (2) Insurance proceeds are insufficient to restore or repair the insured improvements to the condition existing prior to the loss and if additional monies are not available for such purposes.

14.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to, or for the benefit of, the Unit Owners in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners, each Owner's share being in proportion to his share in the Common Elements appurtenant to his Unit. Remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed first to Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner and the balance, if any, to all Unit Owners in proportion to each Unit Owner's share in the Common Elements appurtenant to his Unit. Remittances to Unit Owners and their mortgages shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(d) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by the President and Secretary as to the names of the Unit Owners and mortgagees together with their respective shares of the distribution.

(e) Limitation on Use of Proceeds. In no event may any hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) be used for other than expenses of the Insurance Trustee or for the repair, replacement or reconstruction of such Condominium Property, without the approval of at least two-thirds (2/3) of the Unit Owners.

14.6 Association as Agent. The Association or the Insurance Trustee, if designated by the Association, is hereby irrevocably appointed agent for each Unit Owner and for the holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.7 Inspection of Insurance Policies. A copy of each insurance policy purchased by the Association shall be made available for inspection by any Owner or Institutional Mortgagee at reasonable times.

15. Reconstruction or Repair - After Casualty.

15.1 Determination to Reconstruct or Repair. If any part of the Condominium Property is damaged or destroyed by casualty, whether or not the damage will be repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) Units and Common Elements. If the damaged improvement includes a Unit or Limited Common Elements and Common Elements, then the improvement shall be reconstructed and repaired unless seventy-five percent (75%) of the Owners of all Units and all Owners of damaged Units, and Institutional Mortgagees holding first mortgages upon Units having two-thirds (2/3) of the interest in the Common Elements shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether or not the Unit Owners and their mortgagees, where so provided, have made a decision whether or not to reconstruct or repair.

(d) Prompt Repair. If the determination is made as set out herein to reconstruct or repair, said reconstruction or repair shall begin in a reasonable period of time from the date the insurance proceeds are available for distribution, whether held by the Insurance Trustee, if any, or the Association, or Unit Owner.

15.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by a majority of the Unit Owners, and Institutional Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages of Institutional Mortgagees, and if the damaged property is one or more Buildings containing Units, by the Unit Owners of all Units (and their respective Institutional Mortgagees) the plans for which are to be altered, which approval shall not be unreasonably withheld.

15.3 Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall the Association's and such damage shall be promptly repaired by the Association. Nothing in this paragraph 15.3 shall prevent the determination not to reconstruct or repair property made pursuant to the provisions of paragraph 15.1.(b).

15.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Insurance Trustee.

15.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during or after the reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners, in sufficient amounts to provide funds to pay such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to

Common Elements shall be in proportion to the Unit Owner's share in the Common Elements.

15.6 Deductible Provision. The funds necessary to cover any deductible amount under any insurance policy against which claim is made shall be a Common Expense.

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

(a) Assessments. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than Twenty-Five Thousand Dollars (\$25,000.00), then the sums paid upon such assessment shall be deposited by the Association with the Insurance Trustee, if one has been designated. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Disbursement. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order.

(i) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility for reconstruction and repair lies with a Unit Owner, shall be paid by the Association or the Insurance Trustee to the Unit Owner, or, if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and mortgagee jointly. The distribution shall be in the shares that the estimated cost of reconstruction and repair in each damaged Unit bears to the total of these costs in all damaged units as determined by the Board of Directors; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of reconstruction and repair for his Unit. All proceeds shall be used to effect repairs for such damage, and if insufficient to complete such repairs, the Unit Owner shall pay the deficit with respect to such damage and promptly effect the repairs. If there is a mortgage upon a Unit, the distribution shall be paid to the Unit Owner and the mortgagee jointly and they may use the proceeds as they may determine.

(ii) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by an Institutional Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(iii) Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Twenty-Five

Thousand Dollars (\$25,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect or structural engineer qualified to practice in the State of Florida and employed by the Association to supervise the work.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Unit Owners and their mortgagees in proportion to the owner's share in the common elements, but reduced by the amount of any unpaid assessments against such owner. However, that the part of a distribution to an owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Units Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by Unit Owners. Instead the Insurance Trustee may rely upon a certificate of the Association executed by its President and Secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, however, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall first be obtained by the Association for disbursement in payment of costs of reconstruction and repair.

16. Condemnation and Eminent Domain.

16.1 Representation by Association. The Association shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning or taking authority for acquisition of the Common Elements, or any part thereof, and for such purpose each Unit Owner appoints the Association as the Unit Owner's attorney-in-fact.

16.2 Deposit of Awards with Insurance Trustee. The taking of any Condominium Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee, if one is appointed. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of a failure to do so, in the discretion of the Association, a special assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award

shall be set off against the sums hereafter made payable to that Unit Owner.

16.3 Determination Whether to Continue Condominium. Whether the Condominium will be terminated after condemnation or eminent domain proceedings will be determined in the manner provided for termination of the Condominium as elsewhere provided, and in the event of any condemnation or eminent domain proceedings, a meeting of the members of the Association shall be called to make such determination within sixty (60) days after the taking of any Condominium Property by condemnation or eminent domain proceedings is final.

16.4 Disbursement of Funds. Regardless of whether the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Unit Owners of condemned or taken Units will be made whole and the property damaged by the taking will be made usable in the manner provided. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

16.5 Adjustment of Shares in Common Elements. If the number of Units is reduced, the shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as elsewhere provided in this Declaration.

16.6 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by the Board.

17. Use Restrictions. The use of the property of the Condominium shall be in accordance with the following provisions:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes except that the Units may be used for Short Term Rentals.

(b) No Division. No Unit may be divided or subdivided into a smaller Unit or any portion thereof sold or otherwise transferred without first amending this Declaration to reflect the changes in the Units to be affected thereby.

(c) Leasing. There shall be no restriction on the term of any lease. The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation

and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

17.2 Exterior Appearance. Without limiting the provisions of paragraph 10.2 of this Declaration, no Unit Owner shall cause or permit his terrace, balcony, garden area, patio, garage, driveway or any portion of the Limited Common Elements appurtenant to his Unit (except as originally constructed by Developer) to be enclosed, nor shall any Unit Owner cause or permit his terrace, balcony, garden area, patio, garage, driveway or any portion of the Limited Common Elements appurtenant to his Unit to be increased in size, the configuration thereof altered, or awnings installed thereon, or on the exterior of any Building. No Unit Owner shall cause or permit any doors, windows, or screening on the exterior of his Unit to be modified or removed, nor shall any Unit Owner in any manner change the exterior appearance of his Unit or any Building, Limited Common Element or Common Element, except for purposes of repair or replacement required to be made by the Unit Owner, and any such repair or replacement shall be in substantial conformity with that originally installed by the Developer. No Unit Owner shall install or permit to be installed in his Unit electrical wiring, television or radio antenna, machines or air conditioning equipment, which may protrude through the roof or walls of his Unit or the Building. Unit Owners may place patio furniture and plants on their terraces, balconies, garden areas, or patios, but shall keep same neat and in a slightly condition, and the Association shall have the right to require any Unit Owner to remove any personal property placed on any terrace, balcony, garden area, or patio, or otherwise on the exterior of the Condominium Property, which the Association deems unsightly or potentially dangerous.

17.3 Pets. The By-Laws or the Rules and Regulations of the Association may further provide for reasonable rules and regulations regarding pets.

17.4 Common Elements. The Common Elements shall be used only for the purposes for which they are intended.

17.5 Nuisances. No nuisances shall be allowed upon the Condominium Property; and no use or practice which is an unreasonable source of annoyance to residents or which shall interfere with the peaceful possession and proper use of the Condominium Property by its residents shall be permitted. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Condominium Property or upon any other Unit above that required when the Unit is used for approved purposes.

17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. Short Term Rental of any Unit shall be deemed a lawful use.

17.7 Rules and Regulations. All Unit Owners shall comply with reasonable rules and regulations concerning the use of the Condominium Property, as may be made and amended from time to time by the Association in the manner provided by the Articles or By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

17.8 Developer's Use and Rights Reserved. Until the Developer has completed all of the contemplated improvements and all Ridgewood Lakes Development and closed the sales of all of the Units within this Condominium (including additional phases of this Condominium) and within the Ridgewood Lakes Development, neither the Unit Owners, the Association, nor the use of the Condominium Property or the recreation facilities shall interfere with the completion of all contemplated improvements or the sale of all Units within the Condominium or the completion of Ridgewood Lakes Development, and the Developer may make such use of the unsold Units, the Common Elements and the recreation facilities as may facilitate such completion and sale including, but not limited to, maintenance of a sales office in a Unit or on a portion of the condominium property, at the Developer's discretion, the showing of the Condominium Property and Developer-owned Units to prospective purchasers, the display of signs, and the leasing of Units (provided any such leases comply with paragraph 17.1(c) hereof). At no time shall any Unit Owner or the Association interfere with the exercise by Developer and its successors or assigns of the easements reserved in Section 4 hereof.

Each Owner, by accepting a deed to a Unit, thereby acknowledges that the activities of Developer may constitute an inconvenience or nuisance to the Owners and thereby consents to such inconvenience or nuisance. The rights reserved by the Developer include but shall not be limited to erecting, constructing and maintaining on the Condominium such structures and displays as may be reasonable necessary for the conduct of its business of completing the Condominium and the Ridgewood Lakes Development and disposing of the Units by sale, lease or otherwise. This Declaration shall not limit the right of Developer at any time prior to the sale of the last Unit in the Condominium to establish in the Units owned by Developer and on the property of the Association additional easements, reservations and rights of way to itself, to utility companies, or to other persons or entities as may from time to time be reasonably necessary to the proper development and disposition of the condominium parcels and common elements of the Condominium as well as the additional property which is subject to Adjacent Development. Such easements may be created for the construction, installation, maintenance, removal, replacement, operation and use of utilities, including without limitation sewer, water, and gas pipes and systems, drainage lines and systems, electric power and conduit lines and wiring, telephone conduits, lines and wires, and other utilities, public or private, including the right to dedicate, grant or otherwise convey easements or rights-of-way to any public utility or governmental entity for such purposes. All or any portion of the rights of Developer hereunder may be assigned to any successor or

successors to all or part of Developer's respective interests in the Condominium and/or the Ridgewood Lakes Development.

17.9 Signs. No sign, poster, or other advertising of any kind shall be displayed to public view from any unit or permitted on any portion of the Condominium property, except such signs as are approved in writing by the Association. Signs displayed by the Developer shall not be subject to the restrictions herein, including any signs displayed during the development and sale of units in the Project.

17.10 Vehicle Storage. Parking and/or storage of trailers, boats, recreational vehicles or similar objects shall not be allowed on any portion of the Common Elements.

18. Special Provisions Regarding Institutional Mortgagees.

18.1 Notice of Action. Upon written request to the Association by an Institutional Mortgagee holding, insuring or guaranteeing a first mortgage encumbering any Unit, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any delinquency in the payment of assessments or other monies owed by a Unit Owner, or any other default in the performance by the Unit Owner of any obligation under this Declaration, the Articles, or the By-Laws, which Unit Owner's Unit is subject to a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, which remains incurred for a period of sixty (60) days;

(b) Except for amendments pertaining to adding any one or more, or all of the Future Phases, any proposed amendment of the Declaration of Condominium, Articles of Incorporation or By-Laws effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interest in the common or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any unit, or (iv) the purposes to which any unit or the Common Elements are restricted; and

(c) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, as applicable;

(d) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(e) Any proposed termination of the Condominium;

(f) Any proposed action which would require the consent of a specified percentage of Institutional Mortgagees.

18.2 Consent of Institutional Mortgagees. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any Condominium Parcel(s) or Condominium Property is required by this Declaration, the Articles, the By-Laws, or any applicable statute or law, to any amendment of the Declaration, the Articles, or the By-Laws, or to any action of the Association, or to any other matter relating to the Condominium, the Association may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association), which response must be received by the Association within thirty (30) days after the holder receives such request, and if such response is not timely received by the Association, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the Association, which affidavit, where necessary, may be recorded in the public records of the county where the Condominium is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an Institutional Mortgagee is otherwise required to specifically join in an amendment to this Declaration.

19. Compliance and Non-Monetary Default.

19.1 Failure of Unit Owner to Comply. Each Unit Owner shall comply with all of the terms of this Declaration, the Articles, the By-Laws, and the Rules and Regulations, as they may be amended from time to time, and in the event any Unit Owner fails to comply therewith (other than the non-payment of any assessment, which is governed by paragraph 12 of this Declaration), the Association shall give the Unit Owner written notice of such failure. If such failure is not corrected as soon as is reasonably practical and in any event within ten (10) days after such written notice, or in the event of a subsequent similar failure by the Unit Owner, then without further notice the Association shall have the following rights, in addition to all other rights otherwise granted to or available to the Association:

(a) The Association is hereby empowered to enforce this Declaration, the By-Laws and the Rules and Regulations of the Association and may commence an action to enforce performance on the part of the Unit Owner, and to require the Unit Owner to correct such failure, for damages, for injunctive relief, and/or for such other relief as may be necessary under the circumstances; and/or

(b) The Association may itself perform any act or work required to correct such failure when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units and, either prior to or after doing so, may charge the Unit Owner with all reasonable costs incurred or to be incurred by the Association in connection therewith and may commence an action for damages and/or such other relief as may be necessary

under the circumstances against the Unit Owner. In connection with the foregoing, the Association may enter the Unit Owner's Unit in compliance with Florida Statute, Section 718.111(5).

19.2 Fines. The Association may levy reasonable fines against a Unit for the failure of the Unit Owner, or its occupant, licensee, invitee or lessee to comply with any provision of the Declaration, the Articles, Bylaws or reasonable rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee, invitee or lessee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

19.3 Negligence. A Unit Owner shall be liable and may be charged by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds or insurance carried by the Association.

19.4 Responsibility of Unit Owner for Occupants, Tenants, Guests, and Invitees. Each Unit Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Unit, and for all guests invitees and lessees of the Unit Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Condominium Property, or any liability to the Association, the Unit Owner shall be charged for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, the By-Laws, or any Rule or Regulation, by any resident of any Unit, shall also be deemed a violation by the Unit Owner, and shall subject the Unit Owner.

19.5 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Articles, the By-Laws, and/or the Rules and Regulations, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

19.6 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or any other provision of this Declaration, the Articles, the By-Laws, or the Rules and Regulations, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

20. Amendment of Declaration and Limitations on Amendments to Articles and By-Laws. In addition to amendments elsewhere authorized herein, and subject to limitations contained herein upon amendments, this Declaration may be amended in the following manner:

20.1 Amendments by the Developer. Anything herein to the contrary notwithstanding, for so long as the Developer shall hold fee simple title to any unit, the Developer may amend this Declaration of Condominium in any manner that affects only the Units owned by Developer and such amendment shall be effective without the necessity of a meeting of the Unit Owners or the approval and joinder of any Unit Owner, or the joinder of the owner and holder of any lien thereon provided such amendment does not alter the unit boundaries or the Common Elements.

20.2 Amendments by the Association. Anything herein to the contrary notwithstanding, the Association may amend this Declaration of Condominium including but not limited to any amendment required by a governmental agency or an institutional mortgagee willing to make or purchase permanent mortgage loans secured by units, by recording such amendment in the Public Records of Polk County, Florida, and such amendment shall be effective without the necessity of a meeting of the Unit Owners or the approval and joinder of any Unit Owner, or the joinder of the owner and holder of any lien thereon. Provided, such amendment shall not adversely affect the lien or priority of any institutional first mortgage recorded prior to the amendment.

20.3 Amendments by the Unit Owners.

(a) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board or by not less than one-third (1/3) of the Unit Owners. Approval of an amendment must be by not less than two thirds (2/3) of all Unit Owners. Unit Owners not present in person or by proxy at a meeting considering an amendment may express their approval in writing, provided such approval is delivered to the Secretary before the meeting.

(c) Execution and Recording. A copy of each amendment shall be attached to a certificate of the Association certifying that the amendment was duly adopted, which certificate shall include the recording data identifying this Declaration and shall be executed by the President and Secretary of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded amongst the public records of the county in which the Condominium is located. Such certificate shall be conclusive as to the facts contained therein and shall be binding in favor of anyone relying thereon. No such certificate shall be required in connection with any Developer amendment allowed by Section 20.1.

20.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any unit or class or group of Unit Owners or units unless the Unit Owners so affected and their first mortgagees shall consent. Except for an amendment to add any one or more, or all of the Future Phases, any amendment which shall change the configuration or size of any unit or the share in the common elements, and other of its appurtenances or increase the owner's share of the common expenses shall require approval in writing of two-thirds (2/3) of the Unit Owners other than the Developer and shall further require written approval by the owner of the unit concerned and written approval of all of the first mortgagees of the units affected, said

approval to be evidenced by joinder in the execution of the amendment. Unless two-thirds (2/3) of the owners other than the Developer have given their prior written approval, the Association shall not by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause. Further, no amendment shall make any change in any provision herein relating specifically to the Developer (including, but not limited to Sections 4, 12.10, 17.8, 17.9 and 20.1 and this Section) without Developer's written consent and joinder in the execution of said amendment. The Developer, as long as it owns a unit, shall have the right to amend this Declaration without the joinder of any other Owners to comply with the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. Otherwise, the consent of at least sixty-seven percent (67%) of Unit Owners and institutional first mortgagees holding mortgages on units to which at least fifty-one percent (51%) of the votes of units in the Condominium subject to institutional first mortgages are allocated, shall be required to amend provisions of the Declaration, Articles of Incorporation or By-Laws pertaining to requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, which consent shall not be unreasonably withheld.

21. Termination of Condominium. The Condominium shall continue until eminent domain as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Condominium Act is authorized by a vote of Unit Owners of at least eighty percent (80%) of the Units and Common Elements (Developer shall not vote the Units owned by it for such withdrawal unless the Unit Owners of at least eighty percent (80%) of all other Units and Common Elements so elect such withdrawal, at which time Developer may choose to vote either in favor of or against such withdrawal, as Developer sees fit) and such withdrawal is consented to in writing by each Institutional Mortgagee holding a first mortgage encumbering a Unit in the Condominium. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interest in the Common Elements, provided; however, that no payment shall be made to a Unit Owner until there has first been paid out of his share of such net proceeds all liens on his Unit in order of their priority. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the county in which the Condominium is located. Upon recordation of such instrument, the Association shall notify the Division of Land Sales, Condominiums and Mobile Homes within thirty (30) working days of the termination and the date the document was recorded, the county where the document was recorded and the book and page number of the public records where the document was recorded. This section may not be amended without the consent of all Unit Owners, all Institutional Mortgagees, and the Developer, so long as it owns any Units. After termination of the Condominium, Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgages and liens shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided share of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Unit Owners' Units prior to the termination.

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22. Expansion of Condominium by Addition of Future Phases. The Developer herein expressly reserves the right and option, but not the obligation, to submit to the Act and incorporate within this Condominium pursuant to Section 718.403 of the Condominium Act and subject to the provisions of this section any one or more, or all of certain additional parcels of real property shown and described on Exhibit "B" and designated as Phases II through V (hereinafter sometimes referred to as the "Future Phases"). The general size and location of the units proposed for Phase II through V are set forth in the plot plans and survey described on Exhibit "B", subject to the right of the Developer to modify the general size, configuration, number and location of units in the Future Phases and the size and location of the buildings in the Future Phases as provided herein. The Developer may make nonmaterial changes in the legal descriptions in any one or more, or all of the Future Phases.

22.1 Consent. This consent or joinder of the Unit Owners other than the Developer or their mortgagees shall not be required to add any one or more, or all of the Future Phases or make any adjustments incidental thereto provided for herein. The Developer may amend or supplement the Declaration to add any one or more, or all of the Future Phases and hereby reserves unto itself, signing alone and without requirement for the joinder therein of Unit Owners or their mortgagees, the right to submit any one or more, or all of the Future Phases to condominium ownership under the Declaration.

22.2 Completion of Phase. This option to add any one or more, or all of the Future Phases to the Condominium shall expire seven (7) years after the date of recording of this Declaration if not sooner exercised. In order for this option to be timely exercised as to any one or more, or all of the Future Phases, the Declaration must be amended to submit such Future Phase or Future Phases to the Condominium and a certificate of the surveyor certifying that such Future Phase or Future Phases are substantially complete must both be recorded in the Public Records or Polk County, Florida prior to seven (7) years after the date of recording this Declaration. From and after the date the amendment or supplement to the Declaration is recorded in the Public Records of Polk County, Florida, the Condominium shall be deemed to include Phase I and such Future Phase or Future Phases so submitted to the Condominium, and each Unit Owner shall be deemed to own as an appurtenance to his ownership of such unit that undivided interest in the common elements of the Condominium as described in Exhibit "E", and the Declaration shall be deemed to effect such transfers and conveyances between Unit Owners as shall be necessary to effect such ownership. Future Phases may be added to the Condominium in any order and need not necessarily be added in numerical sequence. The Developer may at any time prior to the expiration of said seven (7) year period terminate its option to add any such Future Phase or Future Phases by recording in the Public Records of Polk County, Florida, an executed and notarized document terminating this option. This condominium does not contain any time-share estates.

22.3 Future Phases. Phase II shall consist of two buildings which shall each have a minimum of four (4) units and a maximum of four (4) units. Phase III, IV and V shall each consist of one building which shall have a minimum of four (4) units and a maximum of four (4) units. Each of the Units in Phases II, III, IV and V shall have a minimum square footage of 1,250 square feet but shall not exceed a maximum of 1,450 square feet, exclusive of garages, porches and covered entries. The units and buildings in Future Phases may vary substantially in size and style

from those in Phase I, including without limitation substantial deviations in configuration, exterior and interior elevations and finish. The square footage range for units set out in this subparagraph allows for variations in unit types from two bedroom/two bath units to three bedroom/three bath units.

22.4 Recreational Facilities. All recreational facilities to be developed for the Condominium are located on Tract "A" as shown on Exhibit "B" and are not substantially completed. Such recreation facilities will be owned by the Association after turnover by the Developer. If any one or more, or all of the Future Phases are submitted to the Condominium, each Unit Owner will have an adjusted undivided interest in the recreational facilities and all common elements of the Condominium as set out in Exhibit "E".

22.5 Associations. The Association shall have as its members all Unit Owners of the Condominium. Each unit shall be entitled to cast one vote in each Association as set out in the respective Articles of Incorporation and By-Laws attached as Exhibits "D" and "E". Upon submission of any one or more, or all of the Future Phases to the Condominium evidenced by recordation of an amendment or supplement to the Declaration, each unit in such Future Phase or Future Phases shall be entitled to membership in the Association and to cast one vote as set out in the Association's Articles of Incorporation and By-Laws.

22.6 Impact. Upon the addition of the Future Phases, all Unit Owners in the Future Phases shall own an undivided interest in the Common Elements of the Condominium. All Unit Owners shall also be entitled to use the recreation facilities of the Association. No time share units or time share estates will be created in the Condominium or any phase thereof.

23. Purchase of Units by Association. The Association shall have the power to purchase Units, subject to the following provisions:

23.1 Decision. The decision of the Association to purchase a Unit shall be made by its Board of Directors, without approval of its membership except as elsewhere provided in this section.

23.2 Limitation. If at any one time the Association is the owner or agreed purchaser of three (3) or more Units, it may not purchase any additional Units without the prior written approval of two-thirds (2/3) of the members eligible to vote thereon. A member whose Unit is the subject matter of the proposed purchase shall be eligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

24. Miscellaneous Provisions.

24.1 Partial Invalidity. The invalidity in whole or in part of any covenant or restriction of any section, subsection, sentence, clause, phrase, word or other provision of this Declaration, the Articles, By-Laws, or Rules and Regulations of the Association shall not affect the validity of the remaining portions which shall remain in full force and effect.

24.2 Duration. In the event any court shall hereafter determine that any provisions as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law and purchaser of a Unit.

24.3 Conflict and Interpretation. In the event of conflict between the powers and duties of the Association or otherwise, the Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of a condominium development and for the maintenance of Common Elements and each Unit and the improvements thereon, and any violation of this Declaration shall be deemed to be a nuisance. The Articles and Section headings, title and captions have been inserted or convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular shall include the plural and the masculine, feminine and neuter shall each include the other unless the context dictates otherwise.

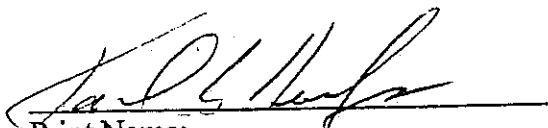
24.4 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or the rules and regulations adopted pursuant to such documents, as same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

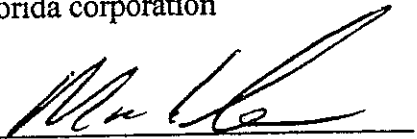
24.5 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, the Developer, J L LAND DEVELOPMENT, INC., a Florida corporation, has caused this Declaration to be executed this 26 day of MARCH, 1996.

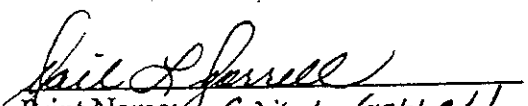
Signed, sealed and delivered in the presence of:

J L LAND DEVELOPMENT, INC.
a Florida corporation


Print Name: Karl A. Hoett

By: 
Mark Scott
Vice President

(CORPORATE SEAL)


Print Name: Gail L. Gottell

Address: 101 Spanish Moss Road
Davenport, FL 33837

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 26 day of MARCH, 1996
by Mark Scott as Vice President of J L Land Development, Inc., a Florida corporation,
personally known to me or produced _____ as identification.

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POLK OFFREC. PAGE



Janet G. Rayborn
NOTARY PUBLIC
Print Name: JANET G. RAYBORN
My Commission Expires:
Commission No.:

This instrument prepared by and
should be returned to:

RUSSELL W. DIVINE, ESQUIRE
DIVINE & ESTES, P.A.
P. O. BOX 3629
ORLANDO, FLORIDA 32802-3629

PHASE _____ AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
GALLERY AT RIDGEWOOD LAKES, A CONDOMINIUM

THIS PHASE _____ AMENDMENT TO DECLARATION OF CONDOMINIUM OF
GALLERY AT RIDGEWOOD LAKES, A CONDOMINIUM, made this _____ day of
_____, 199____, by J L LAND DEVELOPMENT, INC., a Florida corporation,
hereinafter called the "Developer."

WITNESSETH:

WHEREAS, the Developer made and entered into that certain Declaration of
Condominium of THE GALLERY AT RIDGEWOOD LAKES, a Condominium, dated the March
26, 1996, recorded on March 26, 1996, and recorded at Official Records Book 3655, Page 1503, et
seq., Public Records of Polk County, Florida (herein called the "Declaration"); and

WHEREAS, said Declaration, and particularly Section 22 therein, provided for the
addition to GALLERY AT RIDGEWOOD LAKES, a Condominium (herein called the
"Condominium") of certain Future phases; and

WHEREAS, the Developer desires to add Phase _____ as set out in the Declaration to
the Condominium.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Phase _____ as described in Exhibit "1" attached hereto and incorporated herein is
hereby submitted to each and every term and condition of the Declaration and therefore by this
amendment is made a part of the Condominium. The Declaration is hereby amended to include in
Exhibit "A" to the Declaration the legal description of Phase _____ as described in Exhibit "1"
attached hereto and any reference in the Declaration to Exhibit "A" shall henceforth be deemed to
mean Exhibit "A" as amended by Exhibit "1".

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by **MARK SCOTT**, as Vice President of **J L LAND DEVELOPMENT, INC.**, a Florida corporation, on behalf of the corporation and he is personally known to me or produced _____ as identification.

NOTARY PUBLIC

Print Name:

My Commission Expires:

Commission No.:

2. Attached hereto as Exhibit "2" and incorporated herein is the plot plan and survey of Phase (herein called "Plot Plans") and certificate of surveyor. The Declaration is hereby amended to include in Exhibit "B" to the Declaration the plot plans and certificate of surveyor attached hereto as Exhibit "2" and any reference in the Declaration to Exhibit "B" shall henceforth be deemed to mean Exhibit "B" as amended by Exhibit "2", and any reference to the plot plans in the Declaration shall henceforth be deemed to mean the plot plans in Exhibit "B" as amended by Exhibit "2".

3. Each unit in the condominium shall have an undivided interest in the common elements and share in the liability for common expenses based upon a fraction, the numerator of which shall be one and the denominator of which shall be the number of units in the Condominium. This fraction shall be recomputed each time a phase is added to the Condominium. Each unit owner shall also be a member of the Master Association and shall be entitled to use all the facilities owned by the Master Association.

4. Except as specifically amended herein, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered
in the presence of:

J L LAND DEVELOPMENT, INC.,
a Florida corporation

Print Name:

By: _____
Mark Scott,
Vice President

Print Name:

(CORPORATE SEAL)

Address: 101 Spanish Moss Road
Davenport, FL 33837

EXHIBIT "1"

LEGAL DESCRIPTION

EXHIBIT "2"

The legal description for Phase _____ of GALLERY AT RIDGEWOOD LAKES, a Condominium, is the same as set forth in Exhibit "B" to the Declaration recorded in Official Records Book _____, Page _____ ("Declaration"), and in Condominium Book _____, Pages _____ (Plat"), all in the Public Records of Orange County, Florida.

The survey and plot plan for Phase _____ showing the improvements as constructed is attached to the following Certificate of Surveyor. The Plat and Exhibit "B" of the Declaration are hereby amended to incorporate the attached revised survey and plot plan for Phase _____.

CERTIFICATE OF SURVEYOR

CERTIFICATE OF SURVEY made this _____ day of _____, 19____.

I, _____, of Orlando, Florida, certify as follows:

1. I am a surveyor authorized to practice in the State of Florida.
2. This Certificate is made to GALLERY AT RIDGEWOOD LAKES, a Condominium, located at _____, and in compliance with Section 718.104(4)(e), Florida Statutes.

3. The construction of the improvements designated as Phase _____ referenced on the plat recorded in Condominium Book _____, Pages _____, inclusive, Public Records of Orange County, Florida ("Plat"), which is also attached as Exhibit "B" to the Declaration of Condominium recorded at Official Records Book _____, Page _____, Public Records of Orange County, Florida ("Declaration") is substantially complete so that the description of the improvements as shown on the attached sheet as Phase _____, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit in Phase _____ can be determined from these materials.

(SURVEYOR'S SEAL)

Fla. Registration No. _____
State of Florida

JOINDER OF MORTGAGEE

SUNTRUST BANK OF CENTRAL FLORIDA, N.A., f/k/a Sun Bank, National Association, (hereinafter "Mortgagee"), the holder of that certain Mortgage being recorded at Official Records Book 3207, Page 607, and corrected at Official Records Book 3225, Page 497 and that certain Assignment of Rents recorded at Official Records Book 3207, Page 641 and corrected at Official Records Book 3225, Page 497, all in the Public Records of Polk County, Florida, hereby joins the Developer, **J.L. LAND DEVELOPMENT, INC.**, a Florida corporation, in the foregoing Amendment to the Declaration of Condominium of The Gallery at Ridgewood Lakes, a condominium, recorded at Official Records Book 3655, Page 1503, and amended at Official Records Book _____, Page _____, all in the Public Records of Polk County, Florida, but such joinder is entered into by Mortgagee without recourse or warranty regarding title or otherwise, and without assuming any obligation whatsoever of the Developer or the owner.

DATED this _____ day of _____, 199__.

**SUNTRUST BANK OF
CENTRAL FLORIDA, N.A.**

By: _____, Vice President

(Corporate Seal)

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing Joinder of Mortgagee was acknowledged before me this _____ day of _____, 1996 by _____, in his capacity as **Vice President** of **SunTrust Bank of Central Florida, N.A.**, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Print Name:

Commission No.:

My Commission Expires:

JOINDER OF MORTGAGEE

J. L. PROPERTIES, INC., a Michigan corporation (hereinafter "Mortgagee"), the holder of that certain Mortgage being recorded at Official Records Book 3114, Page 850, and assigned to J. L. Properties, Inc. by assignment recorded at Official Records Book 3630, Page 855, all in the Public Records of Polk County, Florida, hereby joins the Developer, **J. L. LAND DEVELOPMENT, INC.**, a Florida corporation, in the foregoing Amendment to the Declaration of Condominium of The Gallery at Ridgewood Lakes, a condominium, recorded at Official Records Book 3655, Page 1503, and amended at Official Records Book _____, Page _____, all in the Public Records of Polk County, Florida, but such joinder is entered into by Mortgagee without recourse or warranty regarding title or otherwise, and without assuming any obligation whatsoever of the Developer or the owner.

DATED this _____ day of _____, 199_____.

J. L. PROPERTIES, INC.
a Michigan corporation

By: _____
Mark Geldhof, Vice President
(Corporate Seal)

STATE OF MICHIGAN
COUNTY OF _____

The foregoing Joinder of Mortgagee was acknowledged before me this _____ day of April, 1996 by **Mark Geldhof**, in his capacity as **Vice President** of **J. L. Properties, Inc.** who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Print Name:
Commission No.
My Commission Expires:

This instrument prepared by and
should be returned to:

*RUSSELL W. DIVINE, ESQUIRE
DIVINE & ESTES, P.A.
P. O. BOX 3629
ORLANDO, FLORIDA 32802-3629*

**ADMINISTRATIVE AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
THE GALLERY AT RIDGEWOOD LAKES,
a condominium**

THIS ADMINISTRATIVE AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE GALLERY AT RIDGEWOOD LAKES, A CONDOMINIUM, made this ____ day of April, 1996, by J L LAND DEVELOPMENT, INC., a Florida corporation, hereinafter called the "Developer."

WITNESSETH:

WHEREAS, the Developer made and entered into that certain Declaration of Condominium of THE GALLERY AT RIDGEWOOD LAKES, a Condominium, dated the March 26, 1996, recorded on March 26, 1996, and recorded at Official Records Book 3655, Page 1503, et seq., Public Records of Polk County, Florida (herein called the "Declaration"); and

WHEREAS, Section 20 of said Declaration provides for the amendment of the Declaration and Developer desires to amend the Declaration with respect to certain administrative matters.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Attached hereto as Exhibit "1" is a certificate of surveyor with respect to the completion of improvements in Phase I. The Declaration is hereby amended to include in Exhibit "B" to the Declaration the certificate of surveyor attached hereto as Exhibit "1" and any reference in the Declaration to Exhibit "B" shall henceforth be deemed to mean Exhibit "B" as amended by Exhibit "1", and any reference to the plot plans in the Declaration shall henceforth be deemed to mean the plot plans in Exhibit "B" as amended by Exhibit "1".

2. Attached hereto as Exhibit "2" are two pages which were inadvertently omitted from Exhibit "B" to the Declaration, specifically Sheet 2 of 2 of the Phase Two floor plans and Sheet 1 of 1 of the Phase III floor plans. The Declaration is hereby amended to include the attached sheets in Exhibit "B" to the Declaration and any reference in the Declaration to Exhibit "B" shall henceforth be deemed to mean Exhibit "B" as amended by Exhibit "2".

3. Except as specifically amended herein, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its name on the date set forth above.

Signed, sealed and delivered
in the presence of:

J L LAND DEVELOPMENT, INC.,
a Florida corporation

Print Name:

By: _____
Mark Scott,
Vice President

Print Name:

(CORPORATE SEAL)

Address: 101 Spanish Moss Road
Davenport, FL 33837

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of April, 1996, by **Mark Scott, as Vice President of J L Land Development, Inc.**, a Florida corporation, on behalf of the corporation and he is personally known to me or produced _____ as identification.

NOTARY PUBLIC
Print Name:
My Commission Expires:
Commission No.:

Prepared by and
when recorded return to:
Kenneth W. Branham, Esq.
The Sanoba Law Firm
422 South Florida Avenue
Lakeland, FL 33801



INSTR # 2015148310
BK 9603 Pgs 381-410 PG(s) 30
RECORDED 08/13/2015 04:26:31 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$256.50
RECORDED BY beckhoga

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES

WHEREAS, pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following revisions to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit short term rentals of dwelling units were proposed to the Unit Owners of the Association; and

WHEREAS, Section 20.3 of the Declaration provides a process for amendment to the Declaration by the Unit Owners; and

WHEREAS, more than 2/3rds of the Unit Owners approved the changes to the Declaration set forth herein pursuant to amendment process provided for in Section 20.3 of the Declaration.

WHEREAS, this revision to the Declaration shall apply to all Unit Owners who consented to this amendment and also to all Unit Owners who acquire title to their units after the effective date of the amendment, which shall be deemed the date this Seventh Amendment to the Declaration of Condominium of the Gallery of Ridgewood Lakes is duly recorded in the Official Records of Polk County, Florida.

NOW WHEREFORE, the Declaration is hereby amended as follows (additions are underlined and deletions are stuck-through):

17.1 Units.

(a). Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes; ~~except that the Units may be used for Short Term Rentals.~~

.....

(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from

compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

....

17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment to Declaration of Condominium of the Gallery at Ridgewood Lakes to be executed the date set forth below.

Signed in the presence of:

The Gallery at Ridgewood Lakes Condominium Association, Inc.

Doris MacIntyre
Witness
Print Name: DORIS MACINTYRE

Malcolm MacIntyre
By Malcolm Macintyre, as President

Date: 7/29/15

Pamela Childers
Witness
Print Name: Pamela J Childers

James P. Rose
Witness
Print Name: James P. Rose

Rafe Matienzo
By: Rafe Matienzo, as Secretary

Date: 7/29/15

Pamela Childers
Witness
Print Name: Pamela J Childers

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 29 day of July, 2015 by Rafe Matienzo, as Secretary and by Malcolm Macintyre, as President of the Gallery at Ridgewood Lakes Condominium Inc., who are personally known to me or who have produced Florida Driver's License, or who have produced a _____ Driver's License, or who have produced _____ as identification.

(Notary seal)



Pamela J Childers
Notary Public in and for State of Florida
Printed name: Pamela J Childers
My Commission expires: April 21 2017
My Commission No.: FF 000945

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM
THE GALLERY AT RIDGEWOOD LAKES**

1. On the 4th day of JUNE, 2015, the The Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") held a Special Meeting of its members.

2. The Special Meeting, duly noticed in accordance with the existing Declaration, By-Laws and Florida Statutes, was held for the purpose of amending the Declaration of Condominium of the Gallery at Ridgewood Lakes as recorded in O.R. Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida (collectively the "Declaration").

3. The proposed 'Amendment to Declaration of Condominium of The Gallery at Ridgewood Lakes - Short Term Rentals' (hereafter "Declaration Amendment") was circulated to all members and posted conspicuously within the community in advance of the meeting. The Association obtained written consent of Sixty Eight Percent (68%) of the members, as evidenced by the attached signed member consents to the Declaration Amendment, exceeding the required 2/3rd approval of the voting interests of the association required by Declaration. 19 voted for the amendment, 5 voted against the amendment, and 4 abstained.

4. The Declaration Amendment shall be known as the "Seventh Amendment to Declaration of Condominium, The Gallery at Ridgewood Lakes Condominium Association, Inc." and is being recorded contemporaneously with this Certification of Amendment.

IN WITNESS WHEREOF, the parties have executed this Certificate of Amendment this 29th day of July, 2015.

Signed in the presence of:

The Gallery at Ridgewood Lakes Condominium Association, Inc.

Doris MacIntyre
Witness
Print Name: DORIS MACINTYRE

Malcolm MacIntyre
By Malcolm Macintyre, as President

Amelia Childers
Witness
Print Name: Amelia J Childers

Certification of Amendment
The Gallery at Ridgewood Lakes Condominium Association Inc.
Page 2 of 2

Signed in the presence of:

The Gallery at Ridgewood Lakes Condominium
Association, Inc.

Jan P. Rose
Witness
Print Name: James P. Rose

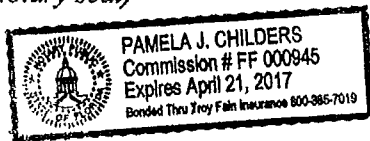
Rafe Matienzo
By: Rafe Matienzo, as Secretary

Pamela J. Childers
Witness
Print Name: Pamela J. Childers

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 29 day of July, 2015 by Rafe Matienzo, as Secretary and by Malcolm Macintyre, as President of the Gallery at Ridgewood Lakes Condominium Inc., who are personally known to me or who have produced Florida Driver's License, or who have produced a _____ Driver's License, or who have produced _____ as identification.

(Notary seal)



Pamela J. Childers
Notary Public in and for State of Florida
Printed name: Pamela J. Childers
My Commission expires: FF 000945
My Commission No.: April 21 2017

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are struck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes; ~~except that the Units may be used for Short Term Rentals.~~

.....

(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....

17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Jeffrey Norton 5-6-15
Owner (Signature) Date
Print Name: JEFFREY NORTON

UNIT No. 303

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are struck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

.....
(c) Leasing. There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited. The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....
17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Jean Miller 07/03/2015 UNIT No. 305 Eagle Ridge Dr.
Owner Signature Date
Print Name: Jean Miller

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are struck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

.....

(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....

17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~ the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Ariel Rafael Motienzo 5/6/15 UNIT No. 307
Owner Signature Date
Print Name: ARIEL RAFAEL MOTIENZO

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are stuck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

.....
(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....
17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / DOES NOT APPROVE the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Nancy A Perry 5/07/15
Owner Signature Date
Print Name: Nancy A Perry

UNIT No. 712 200/1/ridge

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are struck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units:

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

.....
(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....
17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use:~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Robert Meunier 5/23/15 UNIT No. 313
Owner Signature Date
Print Name: ROBERT MEUNIER

Michele Meunier 5/23/15 Unit 313
MICHELE MEUNIER

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are struck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

.....
(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....
17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

~~These undersigned hereby~~ (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
~~the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:~~

Ron Fock 5/8/2015 UNIT No. 11 (314)
Owner Signature Date
Print Name: RON FOCK

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are stuck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes; ~~except that the Units may be used for Short Term Rentals.~~

.....
(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....
17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / DOES NOT APPROVE
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Thomas Varnum III AS TRUSTEE OF THOMAS VARNUM III REVOCABLE TRUST UNIT No. 315
Owner Signature Date
Print Name: THOMAS VARNUM III AS TRUSTEE

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are stuck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

.....

(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....

17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

[Signature] 5/8/15 UNIT No. 316
Owner Signature Date
Print Name: Dan Ganey

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are struck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

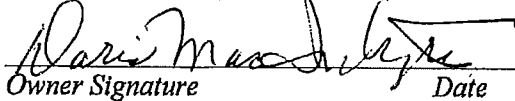
....

(c) Leasing. There shall be no restriction on the term of any lease. ~~The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

....

17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:


Owner Signature _____ Date _____

UNIT No. 317

Print Name: DORIS MACINTYRE
REVOCABLE TRUST 2000

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are stuck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

....

(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

....

17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Ana E. Polon
Owner Signature _____ Date _____
Print Name: ANA E. POLON

UNIT No. 318

Received 05/30/2015

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Where do we find Section 2.21?

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are stuck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

.....
(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....
17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / DOES NOT APPROVE
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below

[Signature] 06/02/2015 UNIT No. 401
Owner Signature Date
Print Name: DORIS BISSONNETTE

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are stuck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

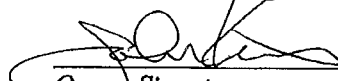
.....

(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....

17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

 5-20-15 UNIT No. 403
Owner Signature _____ Date _____
Print Name: John Kies

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are stuck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

.....
(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....
17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Mary P. Mellem 5/11/2015
Owner Signature Date UNIT No. 405
Print Name: Mary P. Mellem

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are stuck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

.....
(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....
17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / DOES NOT APPROVE
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Michael B. Rogers 05/20/15 UNIT No. 407
Owner Signature Date
Print Name: Michael B. Rogers

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are stuck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

.....
(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

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17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Cathy Goble 5-28-15 UNIT No. 412
Owner Signature Date
Print Name: Cathy Goble

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are stuck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes; ~~except that the Units may be used for Short Term Rentals.~~

.....

(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

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17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~ the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Wayne Windle
RuthAnn Windle 5-22-15 UNIT No. 413
 Owner Signature Date
 Print Name: WAYNE WINDLE
RuthAnn Windle

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are struck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes; ~~except that the Units may be used for Short Term Rentals.~~

.....
(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....
17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Cerisa Liberta 5/9/15 UNIT No. 424 (414)
Owner Signature Date
Print Name: CERISA LIBERTA

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are stuck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes; ~~except that the Units may be used for Short Term Rentals.~~

.....

(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....

17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Owner Signature

Date

Print Name:

Stephen Roberts

5/25/15 UNIT No. 415

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are stuck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

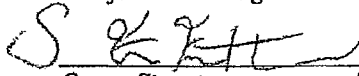
17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~ the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

 24
May
2015 UNIT No. 416
 Owner Signature _____ Date _____
 Print Name: SIMON R. MENENDEZ

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are struck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes; ~~except that the Units may be used for Short Term Rentals.~~

.....

(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

.....

17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Gerald E. Low 5/10/15 UNIT No. 22 (418)
Owner Signature Date
Print Name: GERALD E. LOW

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are struck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes; ~~except that the Units may be used for Short Term Rentals.~~

.....

(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

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17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

Aleta Mitchell-Tapping 5/22/2015 UNIT No. 421
Owner Signature Date
Print Name: ALETA MITCHELL-TAPPING

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are stuck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

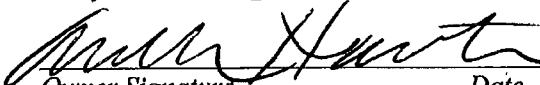
.....

(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

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17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:

 UNIT No. 423
Owner Signature Date
Print Name: ANTHONY HARBLAGE

BALLOT:
PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE GALLERY AT RIDGEWOOD LAKES
SHORT TERM RENTALS

Pursuant to a duly adopted resolution of the Board of Directors of the Gallery at Ridgewood Lakes Condominium Association, Inc., (the "Association") the following changes to the Declaration of Condominium of The Gallery at Ridgewood Lakes (as recorded at Official Records Book 3655, Page 1503, as amended at O.R. Book 3672, Page 636, as amended at O.R. Book 3799, Page 1247, as amended at O.R. Book 4554, Page 244, as amended at O.R. Book 4584, Page 345, as amended at O.R. Book 4647, Page 456, all of the Public Records of Polk County, Florida) (hereafter collectively the "Declaration") to prohibit Short Term Rentals of Dwelling Units were proposed (additions are highlighted and underlined, and deletions are struck-through), which, if approved, shall apply to Unit Owners who consent to the amendment and Unit Owners who acquire title to their units after the effective date of the amendment:

17.1 Units.

(a) Residential Use. Each of the Units shall be occupied and used only for residential purposes, and not for business, commercial or other purposes, ~~except that the Units may be used for Short Term Rentals.~~

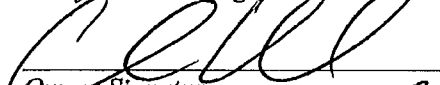
.....

(c) Leasing. ~~There shall be no restriction on the term of any lease. The Lease of any Unit shall be for a duration of no less than 30 days. Short Term Rentals (as defined in Section 2.21) are prohibited.~~ The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to the use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws. Each Unit Owner hereby designates the Association as the Unit Owner's agent for purpose of and with the authority to terminate any such lease agreement and evict such tenant at the expense of the Unit Owner in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not. Any Unit Owner who is delinquent in the payment of any assessment to the Association shall be prohibited from leasing the Unit for which payment is delinquent.

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17.6 Lawful Use. No improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned. ~~Short Term Rentals of any Unit shall be deemed a lawful use.~~

There undersigned hereby (CIRCLE ONE) APPROVES / ~~DOES NOT APPROVE~~
the aforesaid changes to the Declaration and casts the vote for the Unit number indicated below:


Owner Signature 5/22/15 Date UNIT No. 425
Print Name: Chris Raemisch