

DECLARATION OF CONDOMINIUM

20000053..FL
FEB 1 12 59 PM '82
c.i. 3256 R2393

OF
THE VINEYARD
A CONDOMINIUM

133
9

Made this 25th day of November, A.D., 1981, by
CHUCK TAYLOR, INC., a Florida corporation, herein called
"Developer".

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the
lands and improvements described and constructed thereon to the
condominium form of ownership and use in the manner provided in
Chapter 718 of the Florida Statutes, herein called the "Condominium
Act".

1.1 Name and Address. The name by which this con-
dominium is to be identified is:

THE VINEYARD
A Condominium

and its address is: 2 N.Thompson Road, Apopka, Florida 32730

1.2 The Land. The lands owned by the Developer in
fee simple absolute which by this instrument are submitted to the
condominium form of ownership, are the following described lands
lying in Orange County, Florida:

Phase I
Commencing at the Northeast corner of Lot 7, Subdivision of
the Stewart Homestead as recorded in Miscellaneous Book 3, page
398, of the Public Records of Orange County, Florida, run thence
South along the East line of said Lot 7 and the centerline of
Thompson Road 900.00 feet; thence run N 89°54'40"W. 30.00 feet
for the point of beginning on the West right of way line of
Thompson Road; thence run South along said right of way line
100.00 feet; thence N 89°54'40"W. 370.00 feet; thence South
222.25 feet to the North right of way line of First Street;
thence run Westerly along said right of way line 23.1 feet; thence
North 255.75 feet; thence S 89°40'50"W. 102.90 feet; thence
N 00°19'10"W. 75.00 feet; thence N 80°05'42"E. 128.33 feet
to a point 370 feet N 89°54'40"W. from the point of beginning;
thence S 89°54'40"E. 370 feet to the point of beginning.

which lands are called "the land".

2. Definitions: The terms used in this Declaration and the
Exhibits hereto shall have the meaning stated in the Con-
dominium Act (Section 718.103, Florida Statutes) and as follows
unless the context otherwise requires:

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

NO CONDOMINIUM EXHIBITS RECORDED IN CONDOMINIUM BOOK.

2.2 Association, means THE VINEYARD CONDOMINIUM ASSOCIATION, INCORPORATED, a non-profit corporation, being the entity responsible for the operation of the Condominium.

2.3 By-Laws means the By-Laws of THE VINEYARD CONDOMINIUM ASSOCIATION, INCORPORATED, as they exist from time to time for the government of the condominiums.

2.4 Common Elements, means all lands and improvements of the Condominium property, not included in the units of this condominium.

2.5 Condominium Act means and refers to Chapter 718, Florida Statutes, as same may be amended from time to time.

2.6 Common Expenses means the expenses for which the Unit Owners are liable to the Association.

2.7 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 expense.

2.8 Condominium Property means and includes all land in this condominium, whether or not contiguous, and all improvements thereof, and all easements and rights thereto, intended for use in connection with the condominium.

2.9 Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the Unit Owner.

2.10 Institutional Mortgagee means a bank, savings & loan association, insurance company, or union pension fund, authorized to do business in the State of Florida, The Federal National Mortgage Association, or an agency of the United States Government.

2.11 Articles of Incorporation means the articles of incorporation of the Association.

2.12 Unit and Unit Owner means the designated units of the condominium property which are subject to private ownership and the owners thereof.

2.13 Condominium Parcel means a unit together

an undivided share of the common elements which shall be appurtenant to the unit owner.

2.14 Condominium Documents means this Declaration, the By-Laws and all Exhibits annexed hereto as the same from time to time may be amended.

3. Development Plan. The condominium is described and established as follows:

3.1 Plot Plans and Floor Plans. Attached hereto as Exhibit "A" is a certification by DYER, RIDDLE, MILLS, and PRECOURT, INC. that the description of improvements as shown in the "plot plans" set forth immediately above the certification, which plot plans are incorporated herein as Exhibit "A" is a correct representation thereof.

3.2 Easements. Each of the following easements is reserved through the condominium property and is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the condominium:

(a) Utilities. As may be required for utility services in order to adequately serve the condominium; provided, ~~however, easements 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.

(b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time improved and intended for such purposes but the same shall not give or create in any person the right to park upon any portion of the condominium property not designated as a parking area.

3.3 Improvements - General Description.

U.I. 3200 162000

(a) Unit Building. The first phase of the condominium shall consist of 3 buildings containing a total of eleven (11) units. The second, third and fourth phases shall each consist of two buildings of four (4) units each for a total of eight (8) units in each phase. The fifth phase shall consist of two buildings containing four (4) units each. The total number of units for all phases is forty-three (43).

(b) Other Improvements. The Condominium includes landscaping, automobile parking areas, and other facilities which are part of the common elements.

3.4 Unit Boundaries. Each unit, which term is used in this subsection concerning boundaries, 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 the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary - The horizontal plane of the undecorated unfinished ceiling.

(2) Lower Boundary - The horizontal plane of the undecorated finished floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated unfinished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

(c) Limited Common Elements. All balconies, terraces, canopies and any such structure 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 only.

3.5 Common Elements. The common elements include the land and all of the parts of the condominium not within the units as defined in Section 3.4.

3.6 Amendment of Plans.

(a) Alteration of Apartment Plans. Developer reserves a right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the unit so altered. Developer further reserves the right to increase or decrease the number of buildings and/or units and to alter the boundaries of the common elements, so long as Developer owns the units abutting the common elements where the boundaries are being altered. This such alteration as set forth herein shall be made by amendment of this Declaration as provided in subparagraph (b) hereof.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of unit plans by Developer need be signed and acknowledged by Developer and approved by the institutional mortgagee of units affected, where the said units are encumbered by individual mortgages, or where they are included in an overall construction mortgage on the condominium buildings, and such amendment shall require the approval of the other unit owners.

4. The Unit Building.

4.1 Unit. The units in the condominium building are identified and briefly described in the "plot plans" contained on the Surveyor's Certification and incorporated herein by reference as Exhibit "A".

4.2 Appurtenances to Each Unit. The owner of each unit shall own a certain interest in the condominium property which is appurtenant to his unit, including but not limited to the following terms:

(a) Automobile Parking Space. The right to use for automobile parking only the parking spaces which may from time to time be attributed by the Board of Directors of the Association to a unit, which attribution shall not be recorded among the public records. The Board of Directors may from time to time, should they determine there be a need,

change the parking spaces attributed to a unit, provided that a unit always has adequate parking space. This provision is made in contemplation of the fact that one or more unit owners may develop a physical disability which would require the attribution of a parking space more convenient to their unit and to give the Association the power and flexibility to deal with such situations. The Association shall also have the flexibility of not having assigned parking spaces.

(b) Common Elements. The undivided share in the land and other common elements which is appurtenant to each unit shall be as follows:

<u>UNIT</u>	<u>PERCENTAGE OF APPURTENANT UNDIVIDED INTEREST</u>
All units (11) Phase I (when complete)	1/11th
All units (19) Phase I and II (when complete)	1/19th
All units (27) Phase I, II and III, (when complete)	1/27th
All units (35) Phase I, II, III and IV (when complete)	1/35th
All Units (43) Phase I, II, III, IV and V (when complete)	1/43rd

(c) Association. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

4.3 Liability for Common Expenses and Share of Common Surplus. Each unit owner shall share the common expense and common surplus to the same extent as he shares in the common elements. (Section 4.2(b); however, this does not include the right to withdraw or require payment or distribution of the same.)

5. Maintenance, Alteration and Improvements. Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

5.1 Common Elements.

(a) By the Association. The maintenance and operation of the common elements and limited common elements

shall be the responsibility of the Association and the expense associated therewith shall be designated as a common expense.

(b) Alteration and Improvement. There shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five percent (75%) of the common elements, except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a mortgage upon the unit owned, unless such owner shall approve the alteration or improvements, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to other unit owners in the shares that their shares in the common elements altered or further improved, whether or not the unit owner contributes to the cost of such alterations or improvements.

5.2 Units.

(a) By Association. The Association shall maintain, repair and replace as a common expense of the unit building containing a unit:

(1) All portions of a unit, except interior surfaces contributing to the support of the unit building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and such facilities contained within a unit that services part or parts of the Condominium other than the unit within which contained.

(3) All incidental damage caused to a unit by such work shall be promptly repaired by the Association.

(b) By the Unit Owner. The responsibility of the unit owner shall include:

(1) To maintain, repair, and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets, and fixtures, air-conditioning, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his unit except the portions specifically to be maintained, repaired and replaced by the Association.

(2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building, including the limited common elements.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

(c) Alteration and Improvement. Subject to the other provisions of 5.2, and which in all cases shall ~~supersede and have the priority over the provisions of this~~ section when in conflict therewith, a unit owner may make such alteration or improvement to the unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other unit owners and further provided that a unit owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing service, without first obtaining approval in writing of owners of all other units in such unit building and the approval of the Board of Directors of the Association. All alterations and

improvements must be in compliance with all existing building codes.

6. Assessments. The making and collection of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Elements. Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, the same as set forth in Section 4.2(b) but the same shall not vest or create in any unit owner the right to withdraw or receive distribution of his share of the common surplus.

6.2 Payments. Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due, shall not bear interest but all sums not so paid on or before ten (10) days after the same is due shall bear interest until paid at the rate of eighteen percent (18%). All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire assessment as to that delinquent owner due and payable in full as if the entire amount was originally assessed.

6.3 Lien for Assessments. The Association shall have a lien on each unit for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Orange County, Florida, a claim of lien stating the description of the unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association.

Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the unit shall be required to pay a reasonable rental for the unit and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of a foreclosure of the first mortgage or where a mortgagee of a first mortgage of record obtains title to the unit as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall be liable for the share pertaining to such unit or chargeable to the former owner of such unit which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, its successors and assigns.

6.4 The Developer is exused from the payment of his share of the common expenses which would have been assessed against his units in each phase until the first day of the fourth calender month following the month in which the closing of the purchase and sale of the first condominium unit in each phase occurs. The Developer agrees to pay the portion of common expenses incurred during this period which exceed the amount assessed against other unit owners. The Developer shall, at the end of the period of time described above, no longer pay any amount of common expenses incurred and not produced by the assessments receivable from

other unit owners but, rather, pay his share of the common expenses which would be assessed against his units.

7. Association. The operation of the condominium shall be by THE VINEYARD CONDOMINIUM ASSOCIATION, INCORPORATED, a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "B".

7.2 By-Laws. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached as Exhibit "C".

7.3 Members. The members of the Association shall consist of all the record owners of units; provided, however, that the Developer shall be a member irrespective of unit ownership until completion of additional phases as hereafter set forth.

7.4 Voting Rights. Subject to the provisions and conditions set forth in the By-Laws of the Association, each unit owner as a member of the Association, shall be entitled to one vote for each unit owned; provided, however, that the Developer shall have one vote for each unit anticipated in additional phases hereinafter set forth, and upon completion of each additional phase each unit owner shall be a member of the Association and entitled to one vote for each unit owned.

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

8. Insurance. Insurance, other than title insurance, which shall be carried upon the condominium property and the

property of the unit owners, shall be covered by the following provisions:

8.1 Authority to Purchase. 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 unit building and its 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. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any unit owner but the unit owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Unit owners shall furnish the Association with copies of all insurance policies obtained by them.

8.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to

cover liabilities of the unit owners as a group to a unit owner.

(c) Workman's Compensation Policy. To meet the requirements of law.

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

8.3 Premiums. Premiums for insurance shall be a common expense. Premiums shall be paid by the Association.

8.4 Destruction of Improvements and Insurance. In the event a loss occurs to any improvements within any of the units alone, or in the event that a loss occurs to improvements within any one of the units and the contiguous common property or to improvements within the common property alone, payments under the policy shall be made jointly to the Association and to the institutional holders of mortgages on units; and said proceeds shall be expended or disbursed as follows:

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

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

owners and mortgagees of the individual units as their interests appear.

(c) Under all circumstances the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within the units or the common property.

(d) If for some reason the insurance proceeds are insufficient to pay fees, expenses and to make needed repairs, and the Association is obligated to make such repairs, the Board of Directors shall assess each owner his prorata share of such deficiency according to his percent ownership of common elements, with all funds so collected to be deposited the same as if they were insurance proceeds.

9. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the unit buildings in useful condition exist upon the land.

9.1 Units. Each of the units shall be occupied only by members of a family not to exceed four (4) persons per unit, its servants and guests, as a residence and for no other purpose.

9.2 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit.

9.3 Leasing. After approval by the Board of Directors of the Association as provided in the By-Laws, entire units may be rented provided the occupancy is only by the lessee and his family, servants and guests not to exceed four (4) persons per unit.

9.4 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be

furnished by the Association to all unit owners and residents of the condominium.

10. Transfers Subject to Approval. Prior to the sale, rental, lease or transfer of any interest in a unit to any person, the owner of said unit shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. The term "transfer", as used herein, shall include any sale, rental, lease or transfer of any nature. Within five (5) days, any one of three members of the Board of Directors, appointed specifically for this purpose by the President of the Association, shall either approve or disapprove of a proposed transfer, in writing, and shall notify the owner of his decision. In the event the committee fails to act or disapproves of a proposed transfer, and if the member still desires to so transfer, he shall, thirty (30) days before such transfer, give written notice to the Secretary of the Association of his intention to transfer on a certain date, and the bona fide price and other terms thereof, and the Association, through one of its officers, shall promptly notify the members of the date, price and terms.

Members shall have the first right over non-members to accept such transfer at the bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the Association in writing of acceptance at least ten (10) days before the date of the intended transfer, which information the Association shall promptly forward to the owner. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning a unit horizontally contiguous to the unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the transfer with whichever of the accepting

members he chooses, and nothing hereinabove shall be construed as precluding a group of members from purchasing a unit.

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

An affidavit of the Secretary of the Association stating that the transfer of the unit to certain persons was approved in all respects on a certain date, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed transfer, and that the approval committee disapproved or failed to act on such proposed transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent transfer of a unit interest have been complied with and that the transfer of a particular unit interest to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of those persons' title to the unit interest transferred.

Such affidavit shall not be evidence of the fact that the subsequent transfer to such persons was made at the price, terms and date stated in the notice given to the secretary, but one hundred fifty (150) days after date of the notice to the Board of Directors as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

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

Notwithstanding anything to the contrary herein, the provisions of the entire Section 10 shall not be applicable to purchasers at foreclosures or other judicial sales, to transfers to or from "institutional first mortgagees", transfers from or to the Developer, nor corporate grantee of all property in this condominium which said grantee shall be considered as Developer as hereinabove set out; nor transfers wherein an officer of the development corporation acts as agent, or if said corporation shall be legally dissolved, wherein any one of the developers or a member of the last Board of Directors, their administrators or assigns, is acting as agent. The Developer and institutional first mortgagees shall have the right to transact any business necessary to consummate sales of condominium parcels, including but not limited to the right to maintain models, have signs identifying the condominium property and advertising the sale of condominium parcels, have employees in the offices, models and other common property, and use the common elements, the furniture and furnishings in the model unit, signs, and items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. Further, the Developer and its employees shall have the right to exclusive possession of the model unit and sales office, and Developer

shall further have the right for any such unit to remain as a model until such time as all condominium units have been sold.

The provisions of this Section 10 shall not apply to transfers by a unit owner to any adult member of his immediate family (viz. spouse, adult children, adult grandchildren or parents).

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

11. Development of Additional Phases. The Developer shall have the right and be entitled to submit and develop four (4) additional phases to the condominium form of ownership under the terms, conditions and covenants set forth herein in this Declaration and the Articles of Incorporation and By-Laws attached hereto.

11.1 Lands. The lands owned which will be Phase II, Phase III, Phase IV and Phase V and submitted to the condominium form of ownership are the following described lands, lying in Orange County, Florida:

Phase II - Commencing at the Northeast corner of Lot 7, Subdivision of the Stewart Homestead as recorded in Miscellaneous Book 3, Page 398, of the Public Records of Orange County, Florida, run thence South along the East line of said Lot 7 and the centerline of Thompson Road 900.00 feet; thence run N 89°54'40"W. 400.00 feet for the point of beginning; thence S 80°05'42"W. 128.33 feet; thence S 00°19'10"E. 75.00 feet; thence S 89°40'50"W. 90.00 feet to the East line of the West 244.7 feet of aforementioned Lot 7; thence run Northerly along said East line 197.00 feet; thence run Easterly 216 feet to a point 100.50 feet North from the point of beginning; thence run South 100.50 feet to the P.O.B.

Phase III - The North 105 feet of the South 330 feet of the West 244.7 feet of Lot 7, of Subdivision of the Stewart Homestead as recorded in Miscellaneous Book 3, Page 398, of the Public Records of Orange County, Florida, subject to a 75 foot wide gas line easement per Peoples Gas Company.

Phase IV - The North 105 feet of the South 225 feet of the West 244.7 feet of Lot 7, of Subdivision of the Stewart Homestead as recorded in Miscellaneous Book 3, Page 398, of the Public Records of Orange County, Florida, subject to a 75 foot wide gas line easement per Peoples Gas Company.

Phase V - The North 90 feet of the South 120 feet of the West 244.7 feet of Lot 7 of Subdivision of the Stewart Homestead as recorded in Miscellaneous Book 3, Page 398, of the Public Records of Orange County, Florida, subject to a 75 foot wide gas line easement per Peoples Gas Company.

11.2 Completion Date. Phase I shall be completed no later than December 31, 1983, Phase III shall be completed no later than December 31, 1984, Phases IV and V shall be completed no later than December 31, 1985.

11.3 Units. Phases II, III, IV and V shall each consist of two (2) buildings with four (4) units in each building for a total of forty-three (43) units. All units will be of the same general size and design as the units set forth herein for Phase I. The Developer reserves the right to alter the boundaries, change the interior design and arrangement and to increase or decrease the size or quantity of units in each Phase in accordance with Paragraph 3.6 herein. There will be no time sharing estates created in any Phase.

11.4 Ownership of Common Elements. Each unit's percentage ownership in the common elements as each phase is added shall be as set forth in Paragraph 4.2(b) above.

11.5 Common Elements. The common elements to be added with each phase and owned by all unit owners shall be as those described for Phase I in Paragraphs 3.4(c) and 3.5 above. There will be no additional facilities or amenities added in later phase.

11.6 Name, Membership and Voting. The Developer reserves the right to use the name THE VINEYARD for each Phase to be added and owners of units in additional phases shall be members of the Association established and in existence for Phase I. As each Phase is added, membership and voting shall be as determined in Paragraph 7.4 above. In the event Phase II were completed but not Phase III, the condominium would consist of nineteen (19) units with one (1) vote each. Upon completion of Phases II and III, the Condominium shall consist of twenty-seven (27) units with one (1) vote each. Upon completion of Phase II, Phase III, and Phase IV the condominium shall consist of thirty five (35) units with one (1) vote each. Upon completion of Phase II, Phase III, Phase IV and Phase V, the condominium shall consist of forty three (43) units with one vote each for a total of forty three (43) votes, unless otherwise altered by the Developer in accordance herewith.

Provided further, the Developer reserves the name "THE VINEYARD" for the condominium development of future lands not

described as Phase I, II, III, IV or V, and the right to have future owners as members of the Association herein, provided that any future lands developed must be contiguous and adjoining to Phase I, II, III, IV or V, as described herein.

12. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the rules and regulations adopted pursuant thereto, and said documents as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act:

12.1 Enforcement. The Association is hereby empowered to enforce this Declaration and the By-Laws and rules and regulations of the Association by entry into any unit at any reasonable time to make inspection, correction or compliance.

12.2 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements or of the limited common elements.

12.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and rules and regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court, provided no attorney's fees may be recovered against the Association in any such action.

12.4 No Waiver of Rights. The failure of the Association, or any unit owner to enforce any covenant, restriction, or other provisions of the Condominium Act, this Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

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

13.2 Resolution. An amendment may be proposed by either the Board of Directors or by members of the Association holding seventy-five percent (75%) of the votes designated in Paragraph 7.4. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and seventy-five percent (75%) of the votes designated in Paragraph 7.4. Directors and members not present at the meetings considering the amendment may express their approval, in writing, delivered to the Secretary before such meetings.

13.3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of units in the condominium in the manner required for the execution of a deed, and such amendments shall be effective when recorded in the Public Records of Orange County, Florida.

13.4 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 such of their first mortgagees which are banks, savings and loan associations, and insurance companies shall consent; and no amendment shall change any unit

except pursuant to Paragraph 3.6 herein nor the share in the common elements and other of its appurtenances except with the addition of subsequent phases nor increase the owner's share of the common expenses unless the owner of the unit concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in Section 8 unless the record owners of all mortgages upon units in the condominium shall join in the execution of the amendment.

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

14. Termination. The condominium may be terminated in the following manner:

14.1 Agreement. The condominium may be terminated at any time by approval, in writing, of all of the owners of the condominium and by all record owners of mortgages upon units therein owned by a bank, life insurance company or savings and loan association.

14.2 Total Destruction of the Unit Building. If all the unit building as a result of common casualty be damaged and it not be decided that such building shall be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The owners of the common elements shall thereupon be the owners, as tenants in common, of the condominium property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements.

14.3 General Provisions. Upon termination of the condominium, the mortgagee and lienor of a unit owner who shall

thereby become tenants in common, shall be a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination, which certificates shall become effective upon being recorded in the Public Records of Orange County, Florida.

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

15. Binding Effect. Every owner of a unit whether acquired by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws of the Association, the Articles of Incorporation of the Association and by the provisions of this Declaration.

16. Severability. The invalidity, in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the By-Laws, the rules and regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portion thereof.

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

Witnesses:

Diana D. Blair
Michael A. Cook

CHUCK TAYLOR, INC.

BY: Charles C. Taylor
Charles C. Taylor, President

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, personally appeared CHARLES C. TAYLOR, to me known to be the person described in and who executed the foregoing Declaration, and he acknowledged before me that he executed the foregoing freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 25th day of December, A.D., 1981.

Michael A. Cook
Notary Public

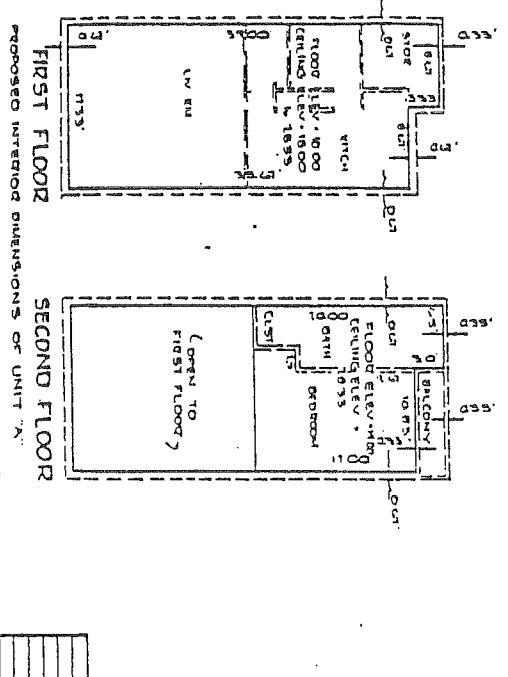
My commission expires:



THE VINEYARDS
A CONDOMINIUM
 SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST
 ORANGE COUNTY, FLORIDA

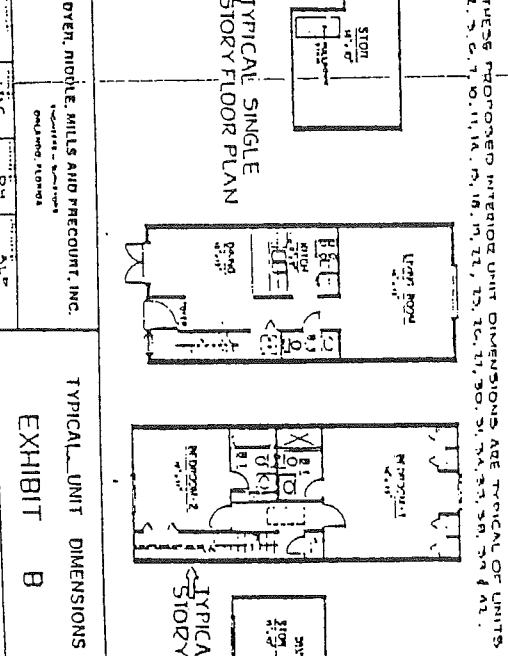
FIRST FLOOR **SECOND FLOOR** **ATTIC STORAGE**

THESE PROPOSED INTERIOR UNIT DIMENSIONS ARE TYPICAL OF UNITS 1, 4, 5, 8, 9, 11, 13, 16, 17, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37.

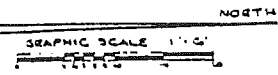


FIRST FLOOR **ATTIC STORAGE**

THESE PROPOSED INTERIOR UNIT DIMENSIONS ARE TYPICAL OF UNITS 1, 2, 3, 7, 9, 11, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37.



OVER, MIDDLE MILLS AND PRECOURT, INC.		TYPICAL UNIT DIMENSIONS	
NO. 1	NO. 2	NO. 1	NO. 2
NO. 3	NO. 4	NO. 3	NO. 4
NO. 5	NO. 6	NO. 5	NO. 6
NO. 7	NO. 8	NO. 7	NO. 8
NO. 9	NO. 10	NO. 9	NO. 10
NO. 11	NO. 12	NO. 11	NO. 12
NO. 13	NO. 14	NO. 13	NO. 14
NO. 15	NO. 16	NO. 15	NO. 16
NO. 17	NO. 18	NO. 17	NO. 18
NO. 19	NO. 20	NO. 19	NO. 20
NO. 21	NO. 22	NO. 21	NO. 22
NO. 23	NO. 24	NO. 23	NO. 24
NO. 25	NO. 26	NO. 25	NO. 26
NO. 27	NO. 28	NO. 27	NO. 28
NO. 29	NO. 30	NO. 29	NO. 30
NO. 31	NO. 32	NO. 31	NO. 32
NO. 33	NO. 34	NO. 33	NO. 34
NO. 35	NO. 36	NO. 35	NO. 36
NO. 37	NO. 38	NO. 37	NO. 38
NO. 39	NO. 40	NO. 39	NO. 40
NO. 41	NO. 42	NO. 41	NO. 42



60-766
 OCT 11, 1988
 1.0
 3

2010 12000 13 p

DECLARATION AND AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
THE VINEYARD
A CONDOMINIUM

Made this 6th day of October, 1982, by CHUCK TAYLOR, INC.,
a Florida Corporation, herein called "Developer":

WITNESSETH:

WHEREAS THE Developer recorded a Declaration of Condominium
of THE VINEYARD on February 1, 1982, in O.R. Book 3256, pages
2393 through 2436, Public Records of Orange County, Florida,
and

WHEREAS, the original Declaration as amended provided
for the development of The Condominium in phases, and

WHEREAS, the Developer is beginning the construction
of Phase II as provided for by the Declaration, and is desirous
of dedicating said real property described herein comprising
Phase II to the Condominium form of ownership,

NOW THEREFORE, the Developer makes the following declaration
and amendment:

1. Purpose. The purpose of this Declaration is to
submit the lands and improvements described herein to the
condominium form of ownership and use in the manner provided in
Chapter 718 of the Florida Statutes, herein called the

"Condominium Act".

2. Name and Address. The name by which this condominium
is to be identified is:

THE VINEYARD, PHASE I
THE VINEYARD, PHASE II
A Condominium

and its address is: 1075 Love Lane
Apopka, Florida 32703

3. The undivided share in the land and other common
elements appurtenant to each unit is:

All Units (19) Phase I and II: 1/19 th

4. The land. The lands owned by the Developer in fee
simple absolute which by this instrument are submitted to
the condominium form of ownership, as THE VINEYARD, PHASE II,
are the following described lands lying in Orange County,
Florida:

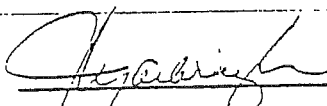
Return: Chuck Taylor Inc. 1075 Love Lane Apopka, Florida 32703

Commencing at the Northeast corner of Lot 7, Sub-division of the Stewart Homestead as recorded in Miscellaneous Book 3, Page 398, of the Public Records of Orange County, Florida, run thence South along the East line of said Lot 7 and the centerline of Thompson Road 900.00 feet; thence run N 89°54'40"W. 400.00 feet for the point of beginning; thence S 80°05'42"W. 128.33 feet; thence S 00°19'10"E. 75.00 feet; thence S 89°40'50" W. 90.00 feet to the East line of the West 244.7 feet of aforementioned Lot 7; thence run Northerly along said East line 197.00 feet; thence run Easterly 216 feet to a point 100.50 feet North from the point of beginning; thence run South 100.50 feet to the P.O.B.

4. The Developer does hereby amend "Exhibit A", Plot Plans and Floors, of the Declaration of Condominium of THE VINEYARD, a Condominium, recorded in O.R. Book 3256, pages 2393 through 2436, Public Records of Orange County, Florida, by including therein and incorporating in said Declaration the Plot Plan attached hereto marked "Exhibit C-II" as the Plot Plan of THE VINEYARD, PHASE II.


5. All of the covenants, terms, provisions, servitudes, easements, and restrictions contained in the original declaration of THE VINEYARD shall be binding upon and inure to the benefit of the real property and improvements hereby dedicated as THE VINEYARD, PHASE II.

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



Charles C. Taylor

CHUCK TAYLOR, INC.

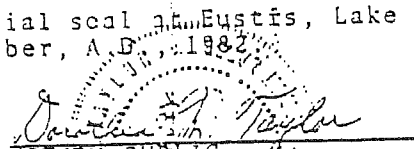
BY: 

CHARLES C. TAYLOR,
President

STATE OF FLORIDA)
)
COUNTY OF LAKE)

BEFORE ME, the undersigned authority, personally appeared CHARLES C. TAYLOR, well known to me to be the President of CHUCK TAYLOR, INC., and he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal at Eustis, Lake County, Florida, this 4th day of October, A.D., 1982.



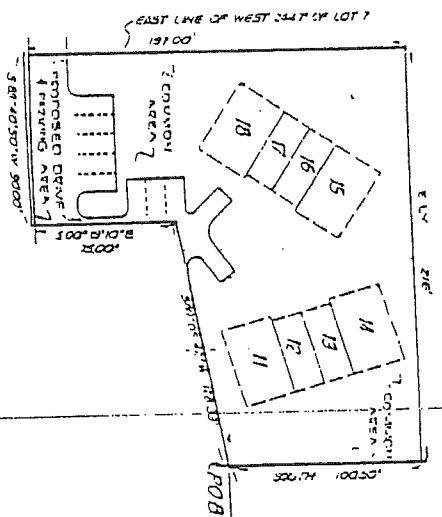
NOTARY PUBLIC
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 5, 1985.

EXHIBIT C-II
 SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS PHASE "II"
 THE VINEYARDS
 A CONDOMINIUM
 SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST
 ORANGE COUNTY, FLORIDA

THIS DOCUMENT IS A PART OF THE RECORDS OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. IT IS HEREBY CERTIFIED THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED FOR RECORD IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ON [DATE].

THIS DOCUMENT IS A PART OF THE RECORDS OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. IT IS HEREBY CERTIFIED THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED FOR RECORD IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ON [DATE].

- GENERAL NOTES:
1. ALL CONDOMINIUM ELEMENTS SHALL INCLUDE
 2. UNIT FLOOR PLANS, STAIRS, SKIRTLANDS, AND
 3. SECOND FLOOR BALCONIES
 4. UNITS NO. 11, 14, 15 & 16 TO BE SINGLE STORY BUILDINGS WITH ATTIC STORAGE
 5. UNITS NO. 12, 13, 17 & 18 TO BE TWO STORY BUILDINGS WITH ATTIC STORAGE
 6. THOMPSON ROAD & TRUSS PROVIDING INGRESS AND EGRESS PUBLIC RIGHT OF WAY



THIS DOCUMENT IS A PART OF THE RECORDS OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. IT IS HEREBY CERTIFIED THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED FOR RECORD IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ON [DATE].

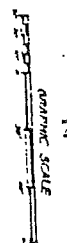
NO.	DESCRIPTION	DATE

DYER, RIDOLE, MILLS AND PRECOURT, INC.
 Registered Surveyors
 Orlando, Florida
 245 OLV ALE P

SURVEY AND PLOT PLAN
 EXHIBIT C-II

NO. 1	10-21
NO. 2	11-1
NO. 3	11-1

By the undersigned, I, J. [Name], a duly licensed and qualified Professional Engineer, certify that the foregoing is a true and correct copy of the original as filed for record in the Public Records of Orange County, Florida, on [Date].



RECORDED & RECORD VERIFIED

Thomas H. [Signature]

DECLARATION AND AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
THE VINEYARD
A CONDOMINIUM

Made this 10th day of February, 1983, by CHUCK TAYLOR, INC.,
a Florida Corporation, herein called "Developer:

WITNESSETH:

WHEREAS THE Developer recorded a Declaration of Condominium
of THE VINEYARD on February 1, 1982, in O.R. Book 3256, pages
2393 through 2436, Public Records of Orange County, Florida,
and

WHEREAS, the original Declaration as amended provided for
the development of the Condominium in phases, and

WHEREAS, the Developer recorded an Amendment to the
Declaration on October 6, 1982, in O.R. Book 3315, page 2003,
Public Records of Orange County, Florida, which Amendment
dedicated the lands for Phase II, and

WHEREAS, the Developer is beginning the construction of
Phase III as provided for by the Declaration, and is desirous
of dedicating said real property described herein comprising
Phase III to the Condominium form of ownership,

NOW THEREFORE, the Developer makes the following declaration
and amendment:

1. PURPOSE. The purpose of this Declaration is to submit
the lands and improvements described herein to the condominium
form of ownership and use in the manner provided in Chapter 718
of the Florida Statutes, herein called the "Condominium Act:.

2. Name and Address. The name by which this condominium
is to be identified is:

THE VINEYARD, PHASE I
THE VINEYARD, PHASE II
THE VINEYARD, PHASE III
A Condominium

and its address is: 1075 Love Lane
Apopka, Florida 32703

3. The undivided share in the land and other common
elements appurtenant to each unit is:

All Units (27) Phase I, II and III 1/27 th

4. The land. The lands owned by the Developer in fee

the condominium form of ownership, as THE VINEYARD, PHASE III, are the following described lands lying in Orange County, Florida:

The North 148 feet of the South 178 feet of the West 244.7 feet of Lot 7, of Subdivision of THE STEWART HOMESTEAD as recorded in Miscellaneous Book 3, Page 398, of the Public Records of Orange County, Florida: Less the East 156.70 feet of the North 31.00 feet thereof.

4. The Developer does hereby amend "Exhibit A", Plot Plans and Floors, of the Declaration of Condominium of THE VINEYARD, a Condominium, recorded in O.R. Book 3256, pages 2393 through 2436, Public Records of Orange County, Florida, by including therein and incorporating in said Declaration the Plot Plan attached hereto marked "Exhibit C-III" as the Plot Plan of THE VINEYARD, PHASE III.

5. All of the covenants, terms, provisions, servitudes, easements, and restrictions contained in the original declaration of THE VINEYARD shall be binding upon and inure to the benefit of the real property and improvements hereby dedicated as THE VINEYARD, PHASE III.

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

[Handwritten signature]
[Handwritten signature]

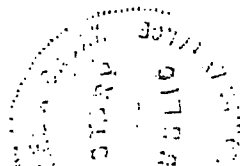
CHUCK TAYLOR, INC.

BY: *[Handwritten signature]*
CHARLES C. TAYLOR,
President

STATE OF FLORIDA)
COUNTY OF LAKE)

BEFORE ME, the undersigned authority, personally appeared CHARLES C. TAYLOR, well known to me to be the President of CHUCK TAYLOR, INC., and he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal at Eustis, Lake County, Florida, this the 10th day of February, A.D., 1983.

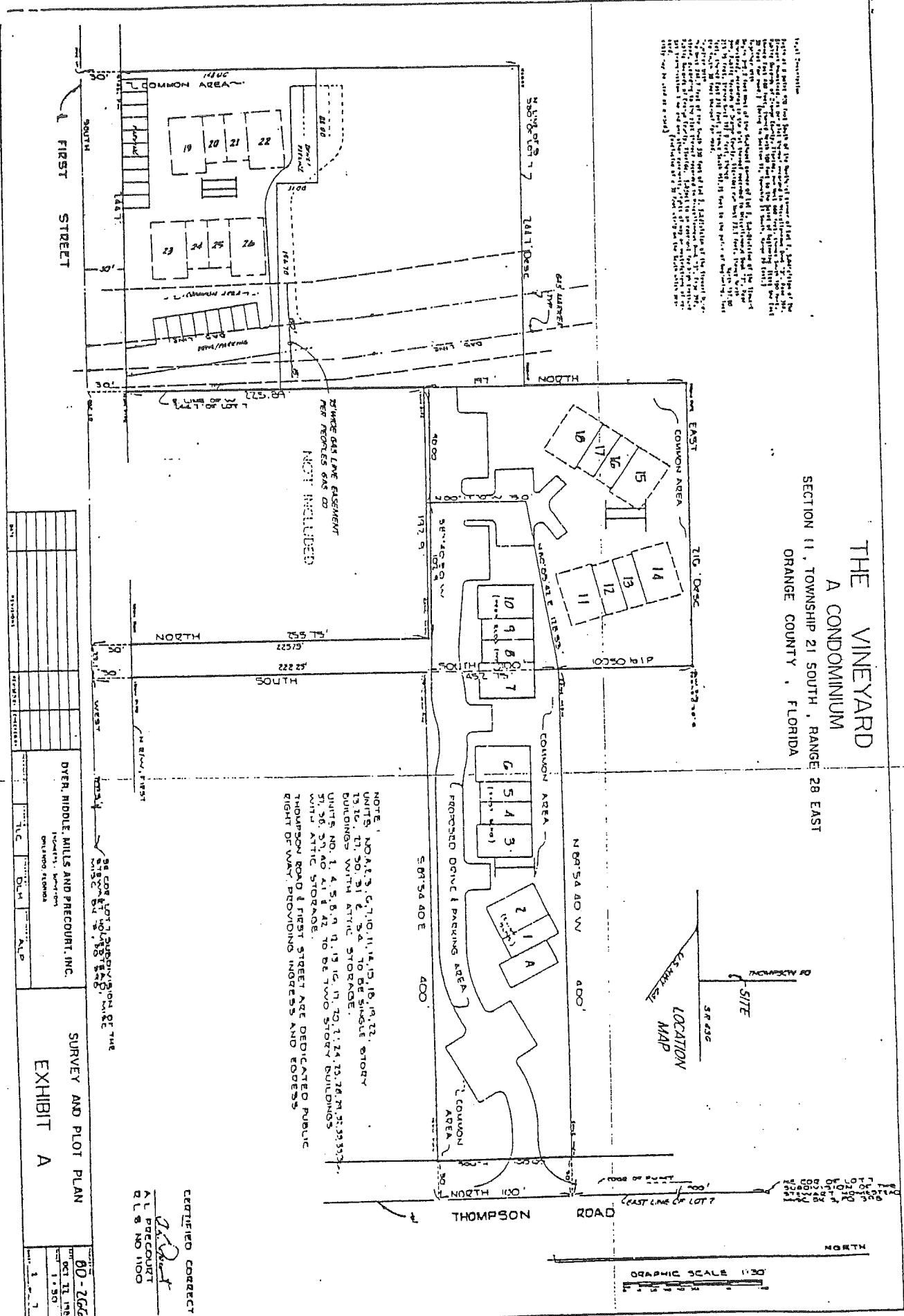


[Handwritten signature]
NOTARY PUBLIC

My Commission Expires:

THE VINEYARD
A CONDOMINIUM
SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

NOTE: The first lot of the Subdivision is Section 11, Township 21 South, Range 28 East, Orange County, Florida. The Subdivision is bounded on the north by the East Line of Section 11, Township 21 South, Range 28 East, Orange County, Florida. The Subdivision is bounded on the south by the East Line of Section 11, Township 21 South, Range 28 East, Orange County, Florida. The Subdivision is bounded on the west by the East Line of Section 11, Township 21 South, Range 28 East, Orange County, Florida. The Subdivision is bounded on the east by the East Line of Section 11, Township 21 South, Range 28 East, Orange County, Florida.



NOTE: UNITS NO. 1, 4, 5, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 TO BE SINGLE STORY BUILDINGS WITH ATTIC STORAGE. UNITS NO. 1, 4, 5, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 TO BE TWO STORY BUILDINGS WITH ATTIC STORAGE. THOMPSON ROAD & FIRST STREET ARE DEDICATED PUBLIC RIGHT OF WAY, PROVIDING ADDRESS AND EGRESS.

NO.	DESCRIPTION	DATE	BY

DYER, RIDDLE, MILLS AND PRECOURT, INC.
10000 N. W. 11th St.
Orlando, Florida

SURVEY AND PLOT PLAN
EXHIBIT A

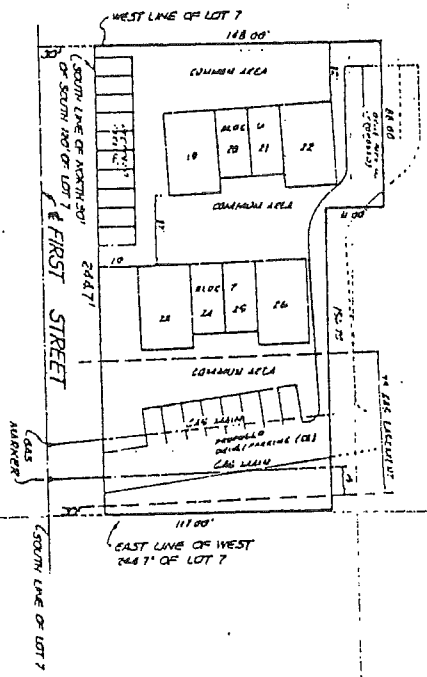
CERTIFIED CORRECT
A.L. PRECOURT
R.L. & NO. 1100

80-266
SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA
1-1-77

with the following: (1) that all of the units shall be constructed in accordance with the provisions of the Florida Building Code, Chapter 55, Florida Statutes, and the rules and regulations of the Florida Board of Building and Code Enforcement; (2) that all units shall be constructed in accordance with the provisions of the Florida Building Code, Chapter 55, Florida Statutes, and the rules and regulations of the Florida Board of Building and Code Enforcement; (3) that all units shall be constructed in accordance with the provisions of the Florida Building Code, Chapter 55, Florida Statutes, and the rules and regulations of the Florida Board of Building and Code Enforcement; (4) that all units shall be constructed in accordance with the provisions of the Florida Building Code, Chapter 55, Florida Statutes, and the rules and regulations of the Florida Board of Building and Code Enforcement; (5) that all units shall be constructed in accordance with the provisions of the Florida Building Code, Chapter 55, Florida Statutes, and the rules and regulations of the Florida Board of Building and Code Enforcement; (6) that all units shall be constructed in accordance with the provisions of the Florida Building Code, Chapter 55, Florida Statutes, and the rules and regulations of the Florida Board of Building and Code Enforcement; (7) that all units shall be constructed in accordance with the provisions of the Florida Building Code, Chapter 55, Florida Statutes, and the rules and regulations of the Florida Board of Building and Code Enforcement; (8) that all units shall be constructed in accordance with the provisions of the Florida Building Code, Chapter 55, Florida Statutes, and the rules and regulations of the Florida Board of Building and Code Enforcement; (9) that all units shall be constructed in accordance with the provisions of the Florida Building Code, Chapter 55, Florida Statutes, and the rules and regulations of the Florida Board of Building and Code Enforcement; (10) that all units shall be constructed in accordance with the provisions of the Florida Building Code, Chapter 55, Florida Statutes, and the rules and regulations of the Florida Board of Building and Code Enforcement.

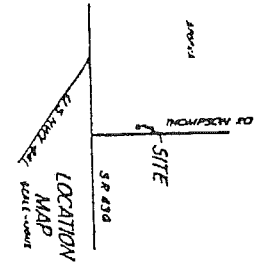
EXHIBIT C-III
 SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS PHASE III
 THE VINEYARD
 A CONDOMINIUM

SECTION 11, TOWNSHIP 31 SOUTH, RANGE 28 EAST
 ORANGE COUNTY, FLORIDA



THE REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY AND PLOT PLAN AND FOR THE ACCURACY OF THE GRAPHIC DESCRIPTION OF IMPROVEMENTS PHASE III OF THE VINEYARD CONDOMINIUM. THE REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY AND PLOT PLAN AND FOR THE ACCURACY OF THE GRAPHIC DESCRIPTION OF IMPROVEMENTS PHASE III OF THE VINEYARD CONDOMINIUM.

GENERAL NOTES:
 1. THE IMPROVEMENTS PHASE III OF THE VINEYARD CONDOMINIUM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE, CHAPTER 55, FLORIDA STATUTES, AND THE RULES AND REGULATIONS OF THE FLORIDA BOARD OF BUILDING AND CODE ENFORCEMENT.
 2. ALL UNITS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE, CHAPTER 55, FLORIDA STATUTES, AND THE RULES AND REGULATIONS OF THE FLORIDA BOARD OF BUILDING AND CODE ENFORCEMENT.
 3. THE IMPROVEMENTS PHASE III OF THE VINEYARD CONDOMINIUM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE, CHAPTER 55, FLORIDA STATUTES, AND THE RULES AND REGULATIONS OF THE FLORIDA BOARD OF BUILDING AND CODE ENFORCEMENT.

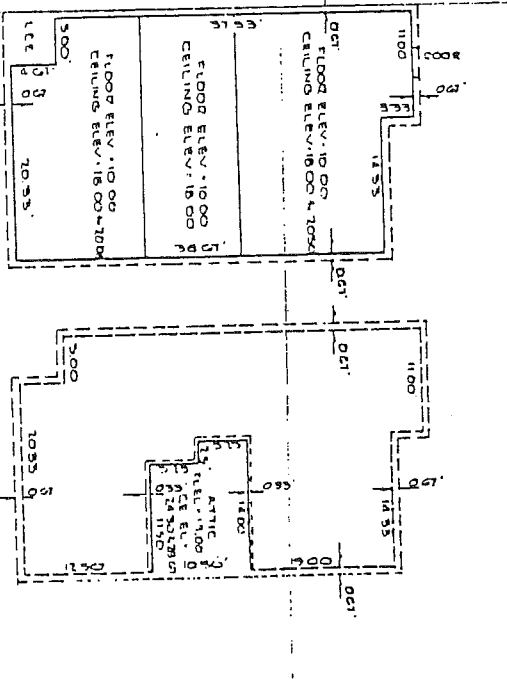
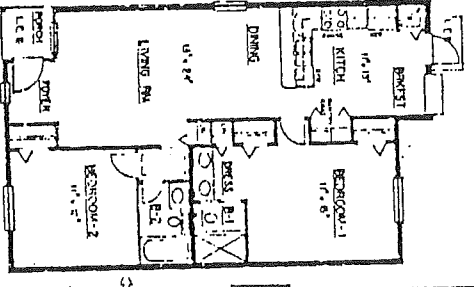
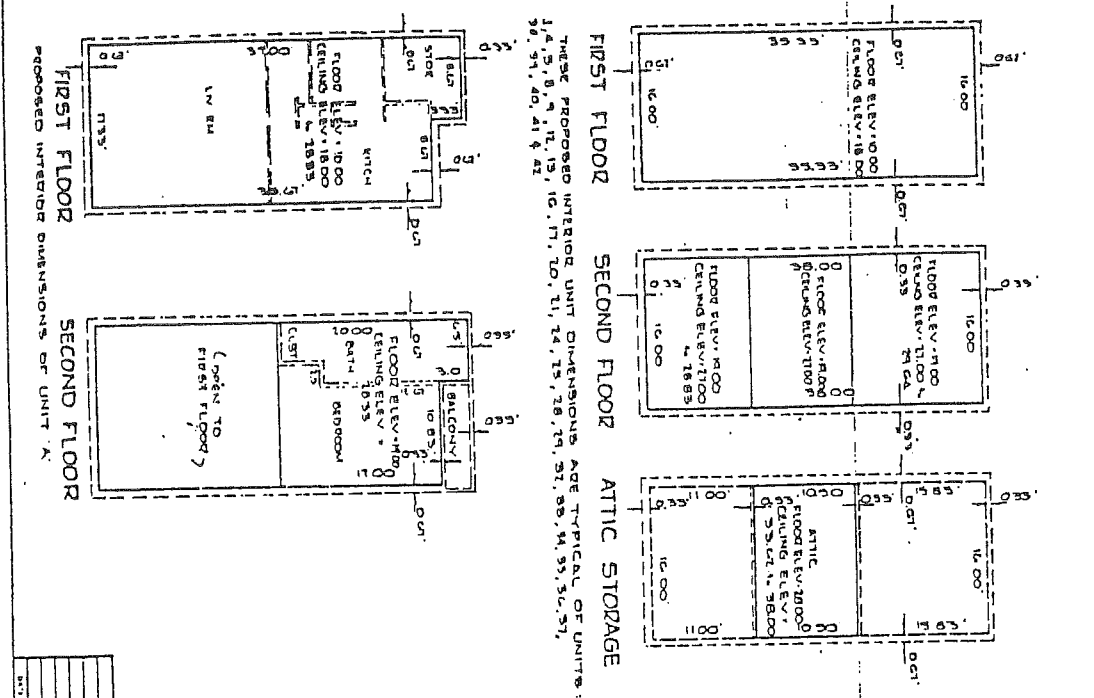


DATE	REVISIONS	BY	DATE

DYER, RIDDE, MILLS AND PRECOURT, INC.
 Surveyors - Registered
 Orlando, Florida

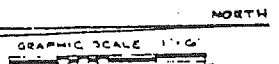
SURVEY AND PLOT PLAN
 EXHIBIT C-III

THE VINEYARD A CONDOMINIUM SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST ORANGE COUNTY, FLORIDA



NO.	REMARKS	DATE	BY	CHKD.

DYER, RIDDE, MILLS AND PRECOURT, INC.		TYPICAL UNIT DIMENSIONS	
ORLANDO, FLORIDA		EXHIBIT B	



BY-LAWS
OF
THE VINEYARD CONDOMINIUM ASSOCIATION, INCORPORATED

1. Identity. These are the By-Laws of THE VINEYARD CONDOMINIUM ASSOCIATION, INCORPORATED, hereinafter referred to as the Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation thereof having been filed in the Office of Secretary of State, State of Florida, on 1981. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes (1976), hereinafter referred to as the Condominium Act.

1.1 The initial office of the Association shall be at 2 N.Thompson Road, Apopka, Florida, 32703.

1.2 The fiscal year of the Association shall be the calendar year.

2. Members' Meetings.

2.1 The annual meeting of the members shall be held at the office of the Association at 3:00 o'clock P.M., Eastern Standard Time, on the fourth Tuesday in January of each year for the purpose of electing directors and the transaction of any other business authorized to be transacted by the members, provided, however, that if said date is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special meetings of the members shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from 10% of the entire membership.

2.3 Notice of all meetings of the members stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary unless waived in writing. Such notice shall be by certified mail to each member at his address as it appears on the books of the

Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by retaining the post office certificate of mailing. Notice of meeting may be waived before or after the meeting. Additionally, it shall be required that notice of annual meetings be posted in a conspicuous place on the condominium property at least 14 days prior to such meeting.

2.4 A quorum at the meetings of the members shall consist of 50% plus 1 of the entire membership of the Association. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

2.5 Voting.

(a) At any meeting of members, the owner of each designated unit shall be entitled to cast one vote for each designated unit as set forth in the Declaration of Condominium and the Articles of Incorporation.

(b) If a unit is owned by one person, his right to vote shall be established by the record title to his unit.

~~If a unit is owned by more than one person the person entitled~~
to cast the votes for said unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the votes for said unit shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of the

unit. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Vote may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary of the Association before any adjournment of the meeting.

2.7 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at the annual meetings of the members and as far as practical at the other meetings of the members shall be as follows:

- (a) Election of the chairman of the meeting;
- (b) Calling of the roll and certifying proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Report of committees;
- (g) Election of directors;
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

3. Directors.

3.1 The affairs of the Association shall be managed by a Board composed of three (3) directors, the exact number of directors to be varied only by amendment to these By-Laws. The Board shall be known as the Board of Directors.

3.2 Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual meeting of the members, or at a special meeting called for that purpose.

(b) Nominations for directors shall be made from the floor.

(c) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of votes cast,

each person voting to be entitled to cast his votes for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies created by removal of directors by the members, vacancies in the Board of Directors occurring between annual meetings of the members shall be filled by the remaining directors.

(e) Any director may be recalled and removed by a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.3 The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three (3) days prior to the date stated for such meeting.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting; such waiver shall

Ch. 3200 72700

be deemed equivalent to the giving of notice. However, F. S. 718.112(2)(c) shall apply.

3.8 A quorum at meetings of the directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

3.9 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute said Directors' approval of action taken but shall not constitute said Directors' presence for determining a quorum.

3.11 The presiding officer at meetings of the directors shall be the President. In the absence of the President, the ~~directors present shall designate one of their number to pre-~~side.

3.12 The order of business at meetings of the directors shall be as follows:

- (a) Calling of the roll;
- (b) Proof of the notice or waiver of notice of meeting;
- (c) Reading and disposal of any unapproved minutes;
- (d) Election of officer;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

3.13 Fees of directors, if any, shall be determined by the members.

4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under

the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by the members when such is specifically required.

5. Officers.

5.1 The executive officers of the Association shall be a President, Vice-President and Secretary-Treasurer, all of whom shall be elected annually by the Board of Directors, and who may be pre-emptorily removed by vote of the directors at any meeting. Any person may hold two offices. The Board of Directors from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required in the management of the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the power and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary-Treasurer shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association. He shall have custody of all property of the Association, including funds, securities and

evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Secretary-Treasurer as prescribed by the Board of Directors.

5.5 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that fees of directors shall be determined by the members shall not preclude the Board of Directors from employing a director for the management of the condominium.

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

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, or to additional improvements. The Balance of this fund at ~~the end of each year shall be applied to reduce the assessments~~ for current expenses for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
THE VINEYARD
A CONDOMINIUM

1923237 ORANGE
CD., FL
APR 19 4 25 PM '83
O.R. 3369 PG 112

MADE THIS 19 day of April, A.D., 1983, by CHUCK
TAYLOR, INC., a Florida Corporation herein called "Developer".

WITNESSETH:

WHEREAS the Developer recorded a Declaration of Condo-
minium of THE VINEYARD on February 1, 1982, in O.R. Book
3256, pages 2393 through 2436, which Declaration was subse-
quently amended to add Phase II by Amendment to Declaration
recorded October 6, 1982, in O.R. Book 3315, pages 2003
through 2005; all in the Public Records of Orange County,
Florida, and

WHEREAS at the time of recording of the Amendment to
Declaration adding Phase II, none of the buildings containing
units within Phase II were substantially complete so as to
record the Certificate of Surveyor as required by Florida
Statutes 718.104(4)(e) and

WHEREAS all units contained within all buildings in
Phase II are now substantially complete, and

WHEREAS the Developer, in accordance with Florida Statutes
718.10(4)(e), must record a Certificate of Surveyor for the
Units contained in the completed buildings.

NOW THEREFORE, the Developer does hereby amend "Exhibit A",
Plot Plans and Floor Plans of the Declaration of Condominium
of THE VINEYARD recorded in O.R. Book 3256, pages 2393
through 2436, and Amendment adding Phase II, recorded in O.R.
Book 3315, pages 2003 through 2005, Public Records of Orange
County, Florida, by including therein and incorporating in said
Declaration and Amendment, the Plot Plans and Floor Plans
attached hereto marked Exhibit C-II, B-II, B-III, and B-IV
as the completed Plot Plans and Floor Plans of THE VINEYARD,
Phase II.

IN WITNESS WHEREOF, the Developer has executed this

Amendment to Declaration on the Day and year first above written.

WITNESSES:

CHUCK TAYLOR, INC.

Nancy D. Smith
Jack Smith

By Charles C. Taylor
CHARLES C. TAYLOR
President

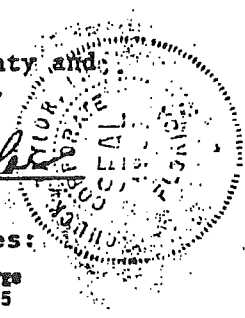
STATE OF FLORIDA)
COUNTY OF LAKE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHARLES C. TAYLOR, well known to me to the President of the corporation named in the foregoing Amendment to Declaration of Condominium, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereon is the true corporation seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of April, 1983.

Dorothy M. Taylor
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 5, 1985
Bonded by Lawyers Surety, Corp.



The following description is intended to be a general description of the improvements to be constructed on the premises shown on the attached plat and to be used for the purpose of recording the same in the public records of the State of Florida. It is not intended to constitute a warranty of title or a guarantee of accuracy of the measurements shown on the plat. The plat is subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Department of Banking and Finance, which may be amended from time to time. The plat is subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Department of Banking and Finance, which may be amended from time to time.

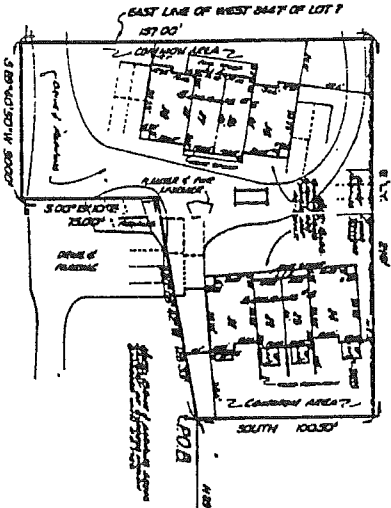
The following description is intended to be a general description of the improvements to be constructed on the premises shown on the attached plat and to be used for the purpose of recording the same in the public records of the State of Florida. It is not intended to constitute a warranty of title or a guarantee of accuracy of the measurements shown on the plat. The plat is subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Department of Banking and Finance, which may be amended from time to time.

- OTHER NOTES:
1. L&L: Shows bonded common elements.
 2. Any and all improvements shown on this plat shall be the responsibility of the owner of the unit to which they apply.
 3. Units No. 11 and 12 to be single-family buildings with auto storage.
 4. Units No. 13 and 14 to be single-family units with storage and pet run.
 5. Units No. 15 and 16 to be 10' storage units with storage.
 6. Units No. 17 and 18 to be 10' storage units with storage.
 7. Units No. 19 and 20 to be 10' storage units with storage.
 8. Units No. 21 and 22 to be 10' storage units with storage.
 9. Units No. 23 and 24 to be 10' storage units with storage.
 10. Units No. 25 and 26 to be 10' storage units with storage.
 11. Units No. 27 and 28 to be 10' storage units with storage.
 12. Units No. 29 and 30 to be 10' storage units with storage.
 13. Units No. 31 and 32 to be 10' storage units with storage.
 14. Units No. 33 and 34 to be 10' storage units with storage.
 15. Units No. 35 and 36 to be 10' storage units with storage.
 16. Units No. 37 and 38 to be 10' storage units with storage.
 17. Units No. 39 and 40 to be 10' storage units with storage.
 18. Units No. 41 and 42 to be 10' storage units with storage.
 19. Units No. 43 and 44 to be 10' storage units with storage.
 20. Units No. 45 and 46 to be 10' storage units with storage.
 21. Units No. 47 and 48 to be 10' storage units with storage.
 22. Units No. 49 and 50 to be 10' storage units with storage.
 23. Units No. 51 and 52 to be 10' storage units with storage.
 24. Units No. 53 and 54 to be 10' storage units with storage.
 25. Units No. 55 and 56 to be 10' storage units with storage.
 26. Units No. 57 and 58 to be 10' storage units with storage.
 27. Units No. 59 and 60 to be 10' storage units with storage.
 28. Units No. 61 and 62 to be 10' storage units with storage.
 29. Units No. 63 and 64 to be 10' storage units with storage.
 30. Units No. 65 and 66 to be 10' storage units with storage.
 31. Units No. 67 and 68 to be 10' storage units with storage.
 32. Units No. 69 and 70 to be 10' storage units with storage.
 33. Units No. 71 and 72 to be 10' storage units with storage.
 34. Units No. 73 and 74 to be 10' storage units with storage.
 35. Units No. 75 and 76 to be 10' storage units with storage.
 36. Units No. 77 and 78 to be 10' storage units with storage.
 37. Units No. 79 and 80 to be 10' storage units with storage.
 38. Units No. 81 and 82 to be 10' storage units with storage.
 39. Units No. 83 and 84 to be 10' storage units with storage.
 40. Units No. 85 and 86 to be 10' storage units with storage.
 41. Units No. 87 and 88 to be 10' storage units with storage.
 42. Units No. 89 and 90 to be 10' storage units with storage.
 43. Units No. 91 and 92 to be 10' storage units with storage.
 44. Units No. 93 and 94 to be 10' storage units with storage.
 45. Units No. 95 and 96 to be 10' storage units with storage.
 46. Units No. 97 and 98 to be 10' storage units with storage.
 47. Units No. 99 and 100 to be 10' storage units with storage.

EXHIBIT C-II
 SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS PHASE "II"
 THE VINEYARD
 A CONDOMINIUM
 SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST
 ORANGE COUNTY, FLORIDA

SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST
 ORANGE COUNTY, FLORIDA

Part II
 This plat is intended to be a general description of the improvements to be constructed on the premises shown on the attached plat and to be used for the purpose of recording the same in the public records of the State of Florida. It is not intended to constitute a warranty of title or a guarantee of accuracy of the measurements shown on the plat. The plat is subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Department of Banking and Finance, which may be amended from time to time.

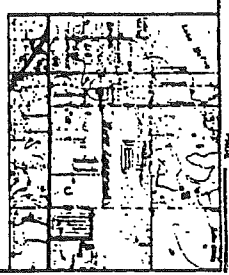


UNIT NO.	UNIT AREA (SQ. FT.)	UNIT PRICE	TOTAL UNIT PRICE
1	1,000	\$100,000	\$100,000
2	1,000	\$100,000	\$100,000
3	1,000	\$100,000	\$100,000
4	1,000	\$100,000	\$100,000
5	1,000	\$100,000	\$100,000
6	1,000	\$100,000	\$100,000
7	1,000	\$100,000	\$100,000
8	1,000	\$100,000	\$100,000
9	1,000	\$100,000	\$100,000
10	1,000	\$100,000	\$100,000
11	1,000	\$100,000	\$100,000
12	1,000	\$100,000	\$100,000
13	1,000	\$100,000	\$100,000
14	1,000	\$100,000	\$100,000
15	1,000	\$100,000	\$100,000
16	1,000	\$100,000	\$100,000
17	1,000	\$100,000	\$100,000
18	1,000	\$100,000	\$100,000
19	1,000	\$100,000	\$100,000
20	1,000	\$100,000	\$100,000
21	1,000	\$100,000	\$100,000
22	1,000	\$100,000	\$100,000
23	1,000	\$100,000	\$100,000
24	1,000	\$100,000	\$100,000
25	1,000	\$100,000	\$100,000
26	1,000	\$100,000	\$100,000
27	1,000	\$100,000	\$100,000
28	1,000	\$100,000	\$100,000
29	1,000	\$100,000	\$100,000
30	1,000	\$100,000	\$100,000
31	1,000	\$100,000	\$100,000
32	1,000	\$100,000	\$100,000
33	1,000	\$100,000	\$100,000
34	1,000	\$100,000	\$100,000
35	1,000	\$100,000	\$100,000
36	1,000	\$100,000	\$100,000
37	1,000	\$100,000	\$100,000
38	1,000	\$100,000	\$100,000
39	1,000	\$100,000	\$100,000
40	1,000	\$100,000	\$100,000
41	1,000	\$100,000	\$100,000
42	1,000	\$100,000	\$100,000
43	1,000	\$100,000	\$100,000
44	1,000	\$100,000	\$100,000
45	1,000	\$100,000	\$100,000
46	1,000	\$100,000	\$100,000
47	1,000	\$100,000	\$100,000
48	1,000	\$100,000	\$100,000
49	1,000	\$100,000	\$100,000
50	1,000	\$100,000	\$100,000
51	1,000	\$100,000	\$100,000
52	1,000	\$100,000	\$100,000
53	1,000	\$100,000	\$100,000
54	1,000	\$100,000	\$100,000
55	1,000	\$100,000	\$100,000
56	1,000	\$100,000	\$100,000
57	1,000	\$100,000	\$100,000
58	1,000	\$100,000	\$100,000
59	1,000	\$100,000	\$100,000
60	1,000	\$100,000	\$100,000
61	1,000	\$100,000	\$100,000
62	1,000	\$100,000	\$100,000
63	1,000	\$100,000	\$100,000
64	1,000	\$100,000	\$100,000
65	1,000	\$100,000	\$100,000
66	1,000	\$100,000	\$100,000
67	1,000	\$100,000	\$100,000
68	1,000	\$100,000	\$100,000
69	1,000	\$100,000	\$100,000
70	1,000	\$100,000	\$100,000
71	1,000	\$100,000	\$100,000
72	1,000	\$100,000	\$100,000
73	1,000	\$100,000	\$100,000
74	1,000	\$100,000	\$100,000
75	1,000	\$100,000	\$100,000
76	1,000	\$100,000	\$100,000
77	1,000	\$100,000	\$100,000
78	1,000	\$100,000	\$100,000
79	1,000	\$100,000	\$100,000
80	1,000	\$100,000	\$100,000
81	1,000	\$100,000	\$100,000
82	1,000	\$100,000	\$100,000
83	1,000	\$100,000	\$100,000
84	1,000	\$100,000	\$100,000
85	1,000	\$100,000	\$100,000
86	1,000	\$100,000	\$100,000
87	1,000	\$100,000	\$100,000
88	1,000	\$100,000	\$100,000
89	1,000	\$100,000	\$100,000
90	1,000	\$100,000	\$100,000
91	1,000	\$100,000	\$100,000
92	1,000	\$100,000	\$100,000
93	1,000	\$100,000	\$100,000
94	1,000	\$100,000	\$100,000
95	1,000	\$100,000	\$100,000
96	1,000	\$100,000	\$100,000
97	1,000	\$100,000	\$100,000
98	1,000	\$100,000	\$100,000
99	1,000	\$100,000	\$100,000
100	1,000	\$100,000	\$100,000

Survey and Plot Plan
 Exhibit C-II
 60-786
 60-878-B
 1-1-80

Survey and Plot Plan
 Exhibit C-II
 60-786
 60-878-B
 1-1-80

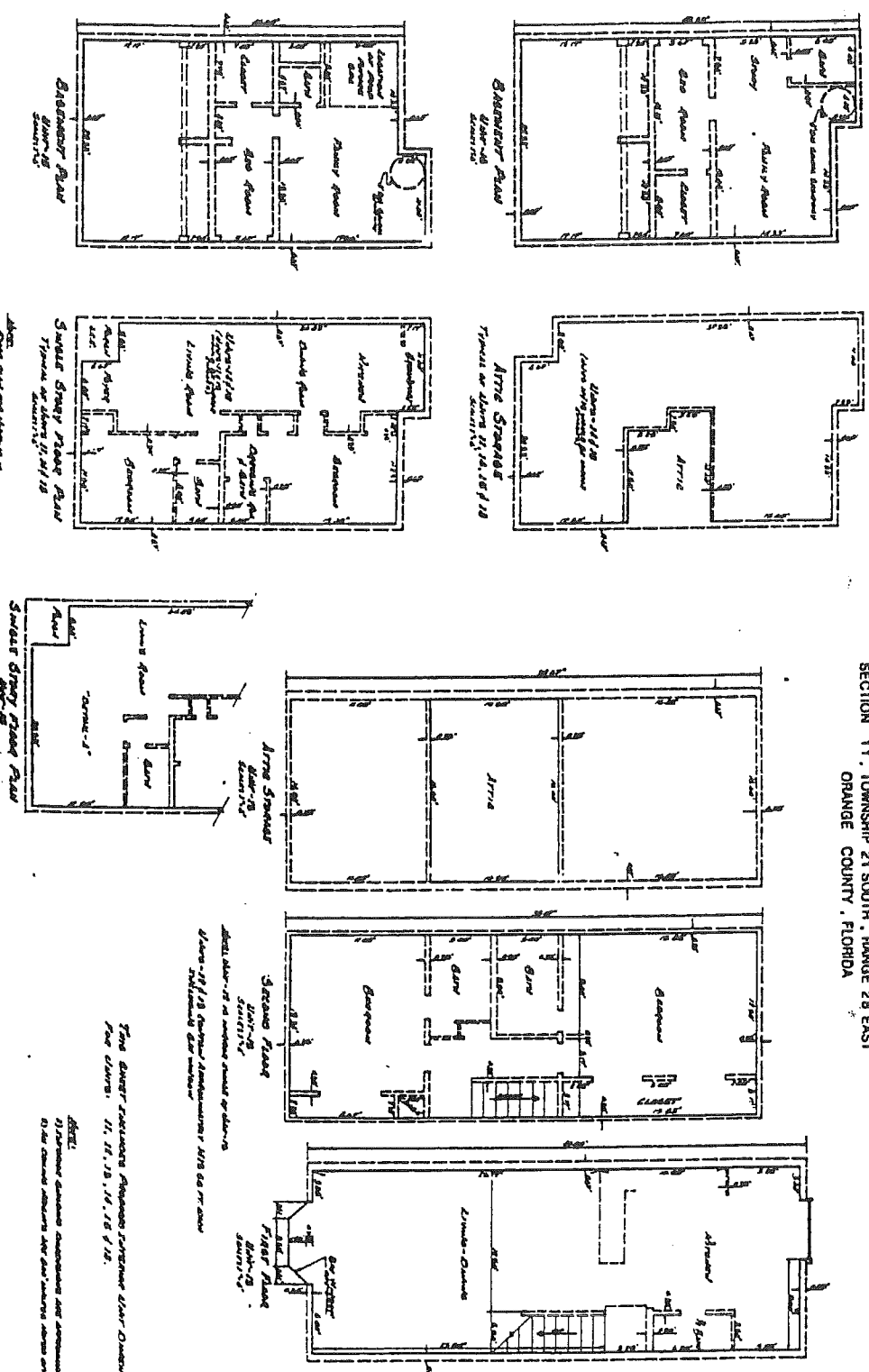
Survey and Plot Plan
 Exhibit C-II
 60-786
 60-878-B
 1-1-80



THE VINEYARD

A CONDOMINIUM
SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

CONDOMINIUM
ROOM
PLAN



Basement Floor
11'-0" x 11'-0"

First Floor
11'-0" x 11'-0"

Second Floor
11'-0" x 11'-0"

Third Floor
11'-0" x 11'-0"

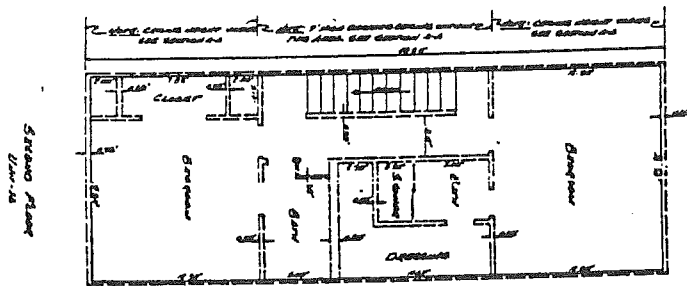
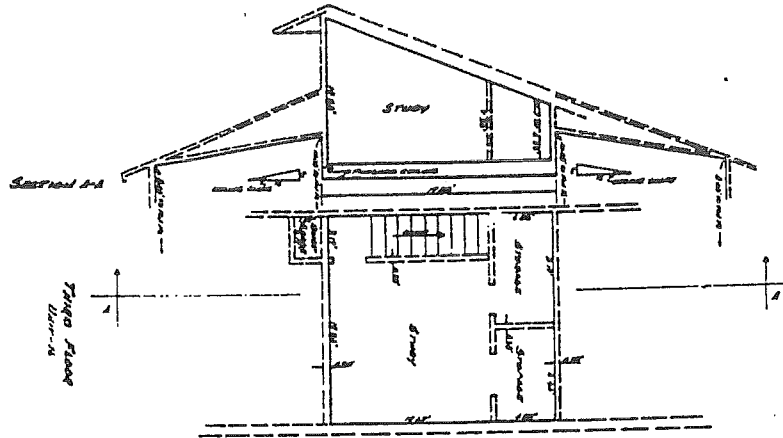
Room	Area	Notes
Living Room	11'-0" x 11'-0"	
Dining Room	10'-0" x 10'-0"	
Kitchen	10'-0" x 10'-0"	
Bedroom	10'-0" x 10'-0"	
Bathroom	5'-0" x 7'-0"	
Staircase	5'-0" x 7'-0"	
Terrace	10'-0" x 10'-0"	
Storage	5'-0" x 7'-0"	
Other		

BYRON MOORE, SELLER AND PROJECT INC.
ORANGE COUNTY, FLORIDA

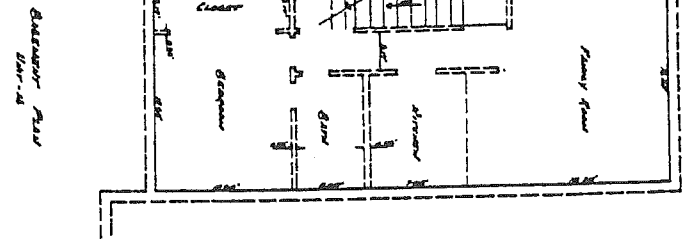
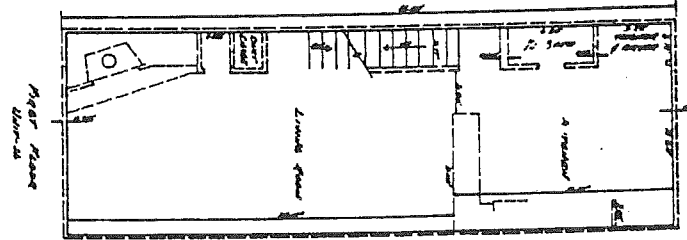
TYPICAL UNIT DIMENSIONS
EXHIBIT BIT

80-266
80-266
80-266

THE VINEYARD
 A CONDOMINIUM
 SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST
 ORANGE COUNTY, FLORIDA



Living Room dimensions 12'-0" x 12'-0"



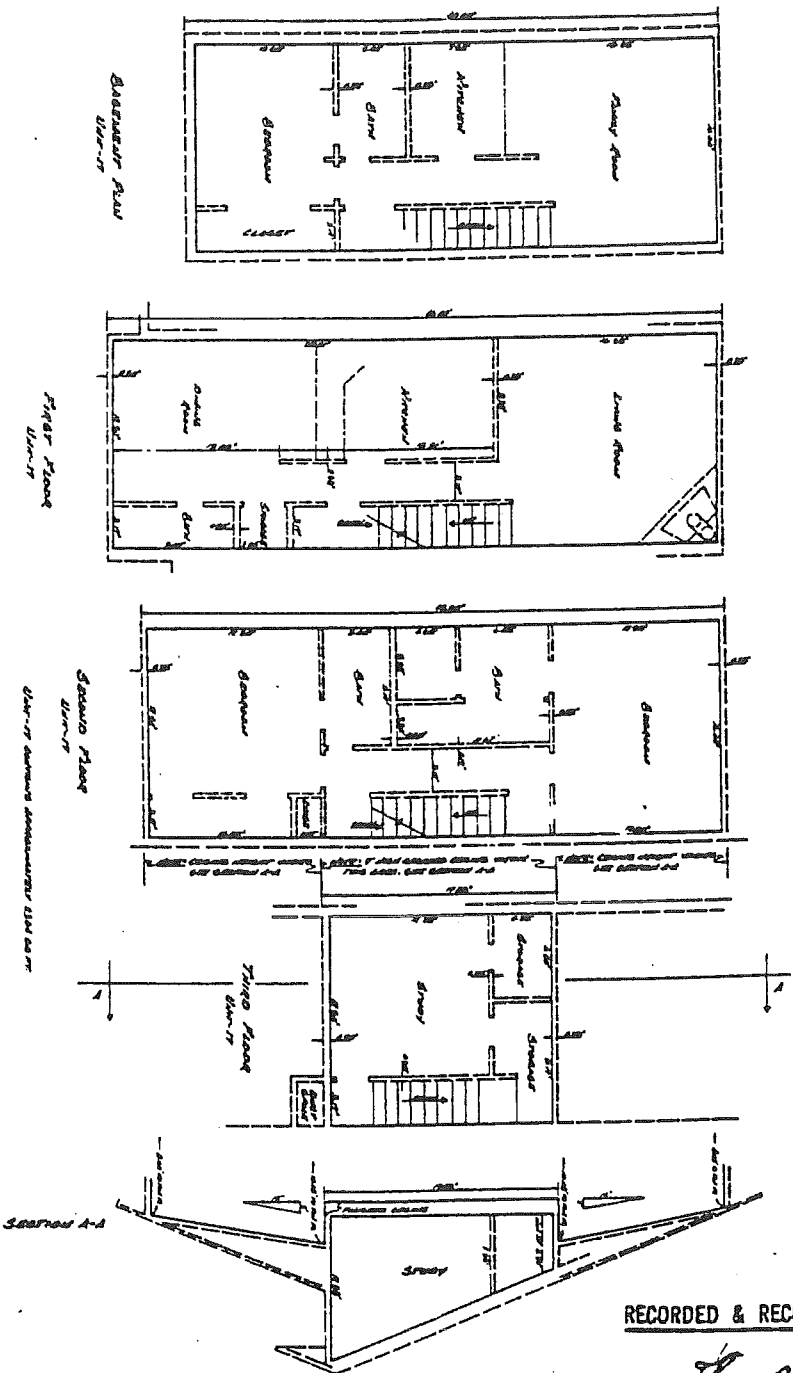
NOTES:
 1) Typical standard dimensions are shown.
 2) All shown openings are for reference only and are not to scale.

OTVA, BODLE & HILLS AND PRECOURT, INC.			
Architects			
1111 North Orange Avenue, Suite 1200			
Orlando, Florida 32801			
DATE	DESCRIPTION	BY	CHKD.

TYPICAL UNIT DIMENSIONS
 EXHIBIT B III

THE VINEYARD

A CONDOMINIUM
SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA



NOTES:
 1) Dimensions shown are approximate and not to scale.
 2) All dimensions shown are for the finished floor.

OTHER MODEL, SELLER AND PRECOURT, INC.	
Model	11'-0" x 17'-0"
Seller	11'-0" x 17'-0"
Precourt	11'-0" x 17'-0"
Inc.	11'-0" x 17'-0"
TYPICAL UNIT DIMENSIONS	
EXHIBIT B IV	
80-288	
ASB	
DATE	
BY	
SCALE	

RECORDED & RECORD VERIFIED

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

1912787

ORANGE
CO., FL

MAR 29 1 02 PM '83

O.R. 3362 PG 662

1300
pl

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
THE VINEYARD
A CONDOMINIUM

MADE THIS 3rd day of November, A.D., 1982, by CHUCK TAYLOR, INC., a Florida Corporation herein called "Developer".

WITNESSETH:

WHEREAS the Developer recorded a Declaration of Condominium of THE VINEYARD on February 1, 1980, in O.P. Book 3256, pages 2393 through 2436, which Declaration was subsequently amended to add Phase II by Amendment to Declaration recorded October 6, 1982, in O.R. Book 3315, pages 2003 through 2005, all in the Public Records of Orange County, Florida, and

WHEREAS in accordance with Florida Statutes 718.104(4)(e) said Declaration as described above contained the required Certificate of Surveyor for those Units contained within the substantially completed buildings within Phase I, and

WHEREAS there are now additional Units contained within the remaining two buildings of Phase I which are substantially complete, and

WHEREAS the Developer, in accordance with Florida Statutes 718.104(4)(e), must record a Certificate of Surveyor for the Units contained in the remaining completed buildings.

NOW THEREFORE, the Developer does hereby amend "Exhibit A", Plot Plans and Floor Plans of the Declaration of Condominium of THE VINEYARD recorded in O.R. Book 3256, pages 2393 through 2436, and Amendment recorded in O.R. Book 3315, pages 2003 through 2005, Public Records of Orange County, Florida, by including therein and incorporating in said Declaration and Amendment, the Plot Plans attached hereto marked Exhibit C-I as the completed Plot Plans of THE VINEYARD, Phase I.

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

WITNESSES:

[Signature]
[Signature]

CHUCK TAYLOR, INC.

BY

[Signature]
CHARLES C. TAYLOR, President

STATE OF FLORIDA)
) SS
COUNTY OF LAKE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHARLES C. TAYLOR, well known to me to be the President of the corporation named in the foregoing Amendment to Declaration of Condominium, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereon is the true corporation seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of November, A.D., 1982.

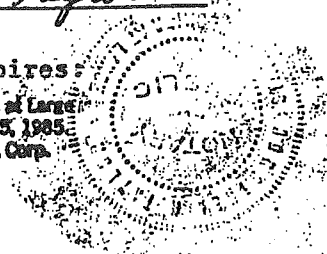
Donalson B. Taylor
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large

My Commission Expires Oct. 5, 1985

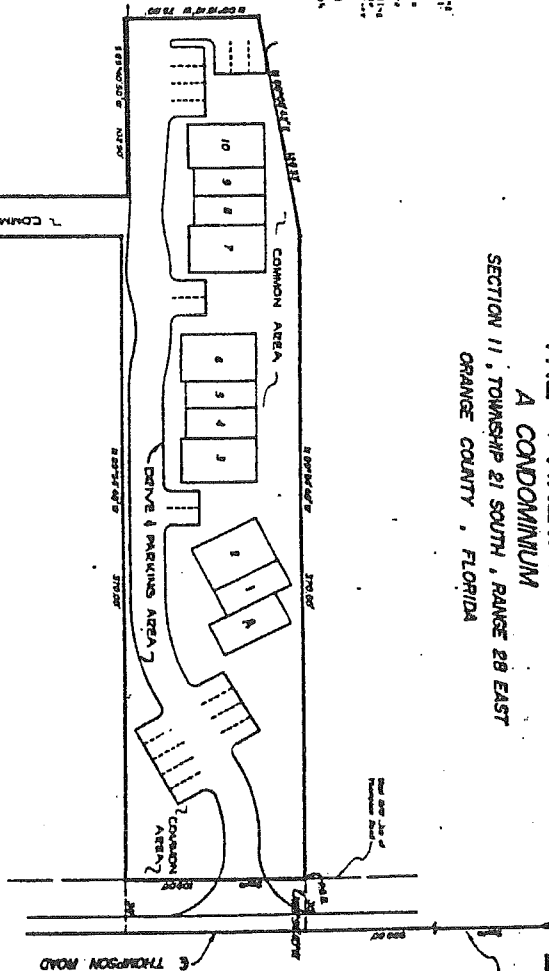
Bonded by Lawyers Surety, Corp.



3362 - 664

EXHIBIT C-1

SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS PHASE "1"
THE VINEYARD
A CONDOMINIUM
SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA



Each Unit, shall include one (1) parking space on or adjacent to the Unit. The parking space shall be located on the common area or on a private driveway. The parking space shall be located on the common area or on a private driveway. The parking space shall be located on the common area or on a private driveway.

The Unit, shall include one (1) parking space on or adjacent to the Unit. The parking space shall be located on the common area or on a private driveway. The parking space shall be located on the common area or on a private driveway.

GENERAL NOTES

- 1. Unit owner shall be responsible for all improvements and alterations to the unit.
- 2. Unit owner shall be responsible for all improvements and alterations to the unit.
- 3. Units No. 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 to be single story buildings with two stories buildings with attic storage.
- 4. Units No. 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 to be two stories buildings with attic storage.
- 5. Thompson Road & First Street are dedicated public ways providing ingress and egress.

X of C. Book 2256,
Page 2193

UNIT NO.	UNIT AREA (SQ. FT.)	COMMON AREA (SQ. FT.)	TOTAL AREA (SQ. FT.)	OFFER, SELLER & LESSEE AND PROCEEDING, INC.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SURVEY AND PLOT PLAN
EXHIBIT C-1

RECORDED & RECORD VERIFIED

funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current expense, the amount for which shall not exceed one hundred fifteen percent (115%) of the budget amount for the prior year.

(b) Reserve for deferred maintenance, the amount for which shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserved term.

(c) Reserve for replacement, the amount for which shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserved term.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed Twenty-Five Hundred (\$2,500.00) Dollars; provided, however, that in the expenditure of this fund no sum in excess of One Thousand (\$1,000.00) Dollars shall be expended for a single item or purpose without approval of the members of the Association.

(e) Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by ~~not less than fifty-one percent (51%) of~~ the entire membership of the Association.

(f) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1, preceding the year for which the budget is made and in compliance with F.S. 718.112(2)(f). If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member in accordance with F.S. 718.112(2)(f).

6.3 Assessments. Assessments against the unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before the 20th day of December, preceding the year for which the assessments are made. Such assessments shall be due and payable in twelve

U.S. 0200 14204

(12) equal installments on the first day of each and every month during the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment, and monthly installments on such assessment shall be due each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors, if the accounts of the amended budget do not exceed the limitations set forth above for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which an amended assessment is made shall be due and payable in equal monthly installments on the first day of each and every month during the remaining portion of said calendar year. The first assessment shall be determined by the Board of Directors.

6.4 Acceleration of Assessment Installments Upon Default.

If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice.

6.5 Assessments for Emergencies. Assessments for common expenses in emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the owners of units concerned. After such notice and upon approval in writing by the persons entitled to cast more than one-half (1/2) of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the Board may require in the notice of assessment.

6.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.7 An audit of the accounts of the Association shall be made annually by an accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the following year for which the audit is made.

6.8 The Association may obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for assessments, insurance proceeds or any other funds relating to the condominium. The premiums on such bonds shall constitute a common expense.

7. Regulations. The Board of Directors may from time to time make, adopt, amend and endorse reasonable regulations respecting the use of the respective condominium properties and any property in which the Association owns an interest.

8. Amendments. These By-Laws may be amended in the following manner:

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

8.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than fifty-one percent (51%) of the entire membership of the Board of Directors, and by not less than seventy-five percent (75%) of the votes of the entire

membership of the Association, or,

(b) By not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

The foregoing was adopted as the By-Laws of THE VINEYARD, INCORPORATED, a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 25th day of November, A.D., 1981.

APPROVED:

BY: *Shirley M. Taylor*
Secretary-Treasurer
Charles E. Taylor
President

RECORDED & RECORD VERIFIED

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

ESTIMATED OPERATING BUDGET FOR
THE VINEYARD, A CONDOMINIUM, AND
THE ASSOCIATION, AND A SCHEDULE OF
UNIT OWNERS EXPENSES
FOR PHASE I

- A. Estimated monthly and annual expenses of the condominium and the Association that is collected from unit owner by assessments:

Monthly -	\$	385.00
Annually -	\$	4,620.00

- B. Estimated monthly and annual expenses of each unit owner on account of his unit for assessments payable to the Association:

(1) Monthly	\$	35.00
(2) Annually	\$	420.00

Unit Owners will have to pay real estate taxes on their unit and interest in the common elements, which will vary with the Tax Assessor's assessment assessed against the same and the tax millage as set by the political jurisdiction involved. BUYER SHOULD INQUIRE at the office of the Property Appraiser and Tax Collector of Orange County, Florida, in the County Courthouse.

- C. Annual and monthly expenses for the Association and condominium:

		<u>Annual</u>	<u>Monthly</u>
(1) Administration of the Association:			
a. Accounting & Legal & Supplies	\$	596.00	\$ 53.00
(2) Management Fee		-0-	-0-
(3) Taxes (a) Association Property		-0-	-0-
(b) Leased properties		-0-	-0-
(4) Rent for Recreational Facilities		-0-	-0-
(5) Maintenance			
a. Grounds and Landscaping		1,320.00	110.00
b. Repairs and Replacements		396.00	33.00
(6) Insurance		528.00	44.00
(7) Other Expenses		152.00	11.00
(8) Electricity (common area)		264.00	22.00
(9) Water		152.00	11.00
(10) Sewer Charge		-0-	-0-
(11) Garbage Collection		-0-	-0-
(12) Reserve for Capital Expenditures		See Note #1	
(13) Security		-0-	-0-
(14) Operating Capital		See Note #2	
(15) Reserve for deferred maintenance			
(a) Roof Replacement		659.98	54.99
(b) Building Painting		263.70	21.97
(c) Paving resurfacing		517.32	43.12
(16) Fees payable to the Division		11.00	.92
		<u>\$4,620.00</u>	<u>\$385.00</u>

Note 1: Developer has voted not to include reserve for capital expenditures at this time.

Note 2: Operating Funded initially by two (2) months fees collected at sale closing. The above is an estimate and may be modified prior to each year. The Developer will be responsible for that portion of common expenses exceeding assessments collected until 4 months after the first unit is closed and then

ESTIMATED OPERATING BUDGET FOR
THE VINEYARD, A CONDOMINIUM, AND
THE ASSOCIATION, AND A SCHEDULE OF
UNIT OWNERS'
FOR PHASES I, II, III, IV, AND V

- A. Estimated monthly and annual expenses of the condominium and the Association that is collected from unit owners by assessments:

Monthly -	\$ 1,505.00
Annually -	\$18,060.00

- B. Estimated monthly and annual expenses of each unit owner on account of his unit for assessments payable to the Association:

(1)	Monthly	\$ 35.00
(2)	Annually	\$ 420.00

Unit owners will have to pay real estate taxes on their unit and interest in the common elements, which will vary with the Tax Assessor's assessment assessed against the same and the tax millage as set by the political jurisdiction involved. BUYER SHOULD INQUIRE at the office of the Property Appraiser and Tax Collector of Orange County, Florida, in the County Courthouse.

- C. Annual and monthly expenses for the Association and condominium:

	<u>Annual</u>	<u>Monthly</u>
(1) Administration of the Association		
(a) Accounting	\$ 1,548.00	\$ 129.00
(2) Management Fee	-0-	-0-
(3) Taxes (a) Association Property	-0-	-0-
(b) Leased Properties	-0-	-0-
(4) Rent for recreational facilities	-0-	-0-
(5) Maintenance		
(a) Grounds and Landscaping	5,160.00	430.00
(b) Repairs and Replacements	1,548.00	129.00
(6) Insurance	2,064.00	172.00
(7) Other Expenses	516.00	43.00
(8) Electricity (common area)	1,008.00	84.00
(9) Water	516.00	43.00
(10) Sewer Charge	-0-	-0-
(11) Garbage collection	-0-	-0-
(12) Reserve for Capital Expenditures	See Note #1	
(13) Security Provision	-0-	-0-
(14) Operating Capital	See Note #2	
(15) Reserve for deferred maintenance		
(a) Roof Replacement	2,579.52	214.96
(b) Building painting	1,030.56	85.88
(c) Paving resurfacing	2,046.92	170.58

ESTIMATED OPERATING BUDGET FOR
THE VINEYARD, A CONDOMINIUM, AND
THE ASSOCIATION, AND A SCHEDULE OF
UNIT OWNERS'
FOR PHASES I, II, III, IV, AND V

Page -3-

	<u>Annual</u>	<u>Monthly</u>
(16) Fees payable to the Division	<u>43.00</u>	<u>3.58</u>
	\$18,060.00	\$1,505.00

Note 1: Developer has voted not to include reserve for capital expenditures at this time.

Note 2: Operating Funded initially by two (2) months fees collected at sale closing. The above is an estimate and may be modified prior to each year. The Developer will be responsible for that portion of common expenses exceeding assessments collected until 4 months after the first unit is closed and then will be responsible for assessments on units unsold.

THE VINEYARD
DEVELOPER'S ESCROW AGREEMENT

THIS AGREEMENT dated this 25 day of November,
1981, by and between:

CHUCK TAYLOR, INC., a Florida Corporation
hereinafter called "Developer".

and

MICHAEL A. CROAK, Attorney at Law
hereinafter called "Escrowee".

WITNESSETH:

WHEREAS, the Developer is contemplating the construction and sale of two-story condominium apartments to be called THE VINEYARD, hereinafter called "Condominium", in the City of Apopka, Florida, and wishes to accept reservation deposits thereon; and

WHEREAS, Developer wishes to comply with Chapter 718 of the Florida Statutes by placing all reservation deposits from prospective purchasers in an escrow account with Escrowee,

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the parties agree as follows:

1. Appointment of Escrowee: Developer does hereby appoint Escrowee as Escrow Agent for the purposes of complying with Florida Statutes 718.202 and 718.502 and receiving reservation deposits in connection with a proposed condominium, THE VINEYARD.

2. Developer's Obligations: The Developer does hereby promise to:

A. Cause all checks received as reservation deposits from prospective purchasers, hereinafter called "Depositor", of apartments in the Condominium to be made payable to "Michael A. Croak, Escrow Account".

B. Cause all cash to be received as reservation deposits from prospective purchasers of apartments in the Condominium to be deposited with Escrowee within 96 hours of the receipt thereof.

C. Provide Escrowee with a copy of the Reservation Deposit Agreement connected with the deposit at the time of receipt by him of the check or cash from the Depositor.

D. Promptly notify Escrowee of any demand by a Depositor for a return of the deposit and to direct Escrowee to release the deposit to Depositor.

E. Refrain from requesting payment of the deposit to Developer or any other person except the Depositor unless an executed agreement between Developer and Depositor directs some other disposition of the deposit in which case such directions shall be followed.

3. Escrowee's Obligations: The Escrowee does hereby promise to:

A. Execute receipts upon receipt of the deposit and a copy of the Reservation Deposit Agreement, executed by Developer and Depositor.

B. Deposit within five (5) days of receipt the funds received in an escrow account established by Escrowee in a savings account of either a national banking association or federal savings and loan association, the savings deposits of which are insured by an agency of the United States and which is located in Lake County, Florida.

~~C. Maintain the deposit in the escrow account until~~
such time as one of the following events occurs:

- i. Demand is made by the Depositor for refund of the deposit.
- ii. Demand is made by the Developer to refund the deposit to the Depositor.
- iii. A written direction is received that the deposit is to be applied in some different manner. Such written direction shall be executed by the Developer and Depositor.
- iv. Pay the funds together with accrued interest, if any, upon demand in accordance with 3C above within two (2) business days after demand.

4. Rights of Escrowee: The Escrowee shall:

A. Have no responsibility to reimburse Developer or Depositor for loss of the deposit in the event of the failure of

the depository of the deposit so long as the funds have been maintained in the financial institutions described in 3B above. Escrowee shall have no obligations in such case other than to pay whatever sums are received as proceeds of the deposit from the failing financial institution or insurance from an agency of the United States.

B. Have the right to pay the deposit and any interest thereon into the registry of a court of competent jurisdiction in the event of a controversy arising over the ownership of the funds between the Depositor and any other person and when demand is made by persons other than the Depositor for payment of the funds to a person other than the Depositor. All costs, including a reasonable attorney's fee, connected with the payment of the funds into the registry of the court and the filing of a suit in interpleader shall be payable out of the deposit and shall constitute a lien against the deposit senior to all other claims of whatever nature.

C. Have the right to assume that the Depositor has full capacity to contract until knowledge of the contrary is brought to the attention of the Escrowee.

D. Not be responsible for the acts of Developer or Depositor or their failure to perform their obligations to each other under the Reservation Deposit Agreement or any other agreement, whether written or oral.

E. Have the right to resign as Escrowee and to pay all deposits made under a Reservation Deposit Agreement and all accrued interest thereon to such other Escrowee qualified to act as such under Chapter 718 of the Florida Statutes as may be selected in writing, signed by the Developer and Depositor. Such selection shall be made within thirty (30) days of the date that written resignation is deposited in the United States mails, postage prepaid. If a written designation of a successor escrow is not received within such thirty(30) day period, Escrowee may pay the deposit plus accrued interest to the Depositor and thereupon shall be free of all liability and obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CHUCK TAYLOR, INC.

BY *Charles Taylor, Jr.*

MICHAEL A. CROAK, Attorney

Michael A. Croak