

POLK286055

DECLARATION OF CONDOMINIUM  
OF  
HOLLINGSWORTH PLACE, A CONDOMINIUM

1980 DEC 31 PM 1:10

HOLLINGSWORTH PLACE, LTD., a Florida limited partnership, hereinafter referred to as "Declarant," hereby states and declares:

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Polk County, Florida, which is more particularly described in Exhibit "A," attached hereto and made a part hereof.

NOW THEREFORE, Declarant does hereby submit said property to condominium ownership pursuant to Chapter 718, Florida Statutes, the Condominium Act, said Condominium to be known as "Hollingsworth Place, a Condominium."

ARTICLE ONE  
DEFINITIONS

1.1 "Association" shall mean and refer to Hollingsworth Place Condominium Association, Inc., its successors and assigns.

1.2 "Board" shall mean the Board of Directors for the Association.

1.3 "Common Elements" are defined in the Florida Condominium Act.

1.4 "Declarant" shall mean and refer to Hollingsworth Place, Ltd., its successors and assigns if such successors or assigns expressly acquire Declarant's rights hereunder.

1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.6 "Unit" is defined in the Florida Condominium Act, and as further defined herein.

ARTICLE TWO  
DEVELOPMENT PLAN

This is a new condominium project with two, residential buildings containing a total of eight Units which shall be known as HOLLINGSWORTH PLACE, A CONDOMINIUM. A plot plan for the project is attached hereto as Exhibit "B." This is a phase condominium and the Developer may, at its sole option but within three years, amend this declaration to submit the land described in Exhibit "A-1" to this condominium. The improvements which may be constructed in the event the land is submitted as a part of this condominium will be one building with no more than four Units. The condominium is governed by a Florida corporation, not for profit, known as HOLLINGSWORTH PLACE CONDOMINIUM ASSOCIATION,

Condominium Map Exhibits showing Hollingsworth Place filed in Condominium Plat Book 5 Pages 25, 26 and 27, this December 31, 1980.

This instrument was prepared by  
JAMES M. REED OF  
HOLLAND & KNIGHT R  
1300 Exchange National Bank Bldg.  
Tampa, Florida 33602  
P.O. Box 1288

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pal

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INC. All Unit Owners shall be members of the Association. The Articles of Incorporation and Bylaws for the Association are attached hereto as Exhibits "C" and "D," respectively.

### ARTICLE THREE

#### PROPERTY RIGHTS AND ASSESSMENTS

3.1 Units. A Unit shall consist of that space designated as a Unit in Exhibit "E" to this Declaration, including all spaces above the unfinished floor and below the unfinished ceiling, bounded by the vertical planes of the unfinished perimeter walls outward to the lines of intersect of said planes. All interior walls within the Unit are a part of the Unit, unless they are load bearing walls in which they are common elements from their unfinished surface inward.

In the event that the actual physical location of any Unit at any one time does not precisely coincide with the exhibits together with any subsequent amendments, the actual physical location shall control over the locations, dimensions, and descriptions herein. In the event of a total or substantial destruction of the buildings, the locations, dimensions, and descriptions of the respective Units as contained within the exhibits together with any subsequent amendments will control.

3.2 Owners' Easements of Enjoyment. Every Owner shall have a right and a nonexclusive easement of ingress and egress over streets, walks, and other rights of way serving the units of the condominium and of enjoyment in and to the Common Elements. This easement shall be appurtenant to and shall pass with the title to every Unit, subject to the right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by those representing a majority of the votes of the total membership agreeing to such dedication or transfer has been recorded. The Association may impose reasonable limitations for purposes of maintenance and repairs of same and in emergency situations.

3.3 Interest in Common Elements. Each Owner shall have an undivided interest equal to a one-eighth interest in the Common Elements and in any common surplus of the Association, which interest shall survive the termination of the condominium. In the event the Developer submits the land described in Exhibit "A-1" to this condominium within three years of this date, then each Unit Owner will own an undivided one-twelfth interest in the Common Elements and in any common surplus of the Association.

3.4 Assessment. Each Owner shall, as provided herein, be obligated to pay an assessment to the Association. Such assessment shall be for a proportionate share of the costs and expenses in connection with the operation of the Association. The proportionate share for each Unit is the same as the interest in the Common Elements and any common surplus, as set forth in Section 3.3 above.

### ARTICLE FOUR

#### MEMBERSHIP AND VOTING RIGHTS

4.1 Members. The Declarant and every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

4.2 Voting. Each Unit Owner, including Declarant, shall have one vote for each Unit owned. When more than one person holds an ownership interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised by one person who must be designated in writing to the Association. In no event shall more than one vote be cast with respect to any one Unit.

## ARTICLE FIVE

### ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the assessments set forth in this Declaration. The assessments together with interest, costs, and reasonable attorneys' fees, shall be a lien on the Unit in accordance with the Condominium Act. The record owners of each Unit shall be personally liable jointly and severally to the Association for the payment of all assessments made by it and for all costs of collecting delinquent assessments, including interest, costs, and reasonable attorneys' fees. Except as provided in Section 5.8, the lien shall encumber the Unit until paid.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used as authorized by law, the Articles of Incorporation, and Bylaws of the Association and to promote the recreation, health, safety, and welfare of the members and for the improvement, repair, replacement, maintenance, and reconstruction of the Common Elements and personal property of the Association, as herein provided.

5.3 Amount of Annual Assessment. The initial annual assessment levied by the Association shall be set by Declarant. Thereafter, such assessments shall be set by the Board of Directors in accordance with the Bylaws of the Association and applicable Florida statutes. Provided, however, that so long as Declarant is in control of the Board of Directors, the Board may not impose any such assessment for a year greater than 115 percent of the prior year's assessment, as defined by the Bylaws and applicable Florida statutes, except with the approval of a majority of the Owners, other than the Declarant.

5.4 Rate of Assessment. All assessments shall be in the fractions described in Section 3.3 above.

5.5 Commencement of Annual Assessment and Due Dates. The first annual assessment shall be prorated according to the number of days remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. Upon written demand, the Association shall, for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments of a specified Unit are current. Such a certificate shall be binding upon the Association except where the person or entity to which the certificate is given has actual knowledge otherwise.

5.6 Capital Assessments. The Association shall have the right to make capital assessments to defray costs of capital improvements. No such assessment shall be made unless it is pursuant to a capital improvement plan which is approved by two-thirds (2/3) of the membership of the Association.

5.7 Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien described in Section 5.1 against the Unit. No Owner may avoid or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

5.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage unless such lien is recorded prior to said mortgage. Sale or transfer of any Unit shall not affect the assessment lien. The mortgagee of a mortgage of record, or other purchaser of a Unit as a result of a foreclosure proceeding or deed in lieu of foreclosure, shall not be liable for common expenses or assessments due prior to the date of acquisition of title unless the amount due is secured by a claim of lien recorded prior to the recording of the mortgage and has not been barred by law or equity. Following the date of acquisition of title, the new owner shall be liable for all assessments against the Unit.

5.9 Assessment of Declarant. Declarant shall be exempt from all assessments on any Unit it owns until January 1, 1984, or until all Units within the Project have been sold, or until Declarant notifies the Association in writing that it intends to pay such assessments in lieu of paying the amounts set forth herein, whichever shall come first. Declarant shall, however, during the above-described period, pay the difference between the assessments collected and the amount necessary to operate the Association. Provided that Declarant shall not during this period, without the approval of two-thirds (2/3) of the members other than the Declarant, increase the assessment by more than \$150.00 per unit per annum or the percentage set forth in Section 5.3, whichever is less. The Declarant shall not have any obligation under this instrument to fund any reserves for the Association.

## ARTICLE SIX

### GENERAL RESTRICTIONS

6.1 Signs. No signs may be erected or displayed on a Unit or the Common Elements, except one sign for the purpose of advertising the Unit for sale or rent which may be placed in the window of the Unit. A sign used for that purpose may not exceed five (5) square feet in total display area. Except, however, that Declarant shall have the right to place any signs it deems, in its sole discretion, necessary or advisable on the condominium property promoting the name, sale, or lease of units within the condominium.

6.2 Vehicles. No vehicles shall be parked on the Common Elements except in marked parking spaces.

6.3 Aerials; Antennas. No exterior radio aerials or television antennas shall be permitted within the condominium unless it is under the auspices of the Association and for the use of the membership of the Association.

6.4 Garbage. Proper provisions shall be made in connection with each Unit for the sanitary storage of garbage and for regular and frequent removal of the same. No garbage or rubbish shall be burned or buried within the condominium.

6.5 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept within the Condominium, other than one dog of less than twenty-five pounds, or one cat, and other domestic household pets, and, then only when they are not maintained or bred for any commercial purpose and when proper restraint and control are used in the keeping of them. Dogs and cats must be either leashed or carried and must be exercised and curbed only in areas designated for that purpose. The Board may enact reasonable rules and regulations to govern the ownership and behavior of pets within the condominium. The Board shall have the authority to take whatever reasonable action it deems necessary to deal with pets and pets' owners who violate this provision or the rules and regulations of the Board. The Board may not, however, require removal of a pet from the condominium without first holding a hearing concerning removal of the pet for which the pet owner or the Owner of the Unit in which the pet resides is given at least three days written notice and is given an opportunity to appear at the hearing and contest the proposed ruling to require removal of the pet.

6.6 Nuisance. An Owner and his family shall not do or keep and shall not allow anything to be done or kept in his Unit which will increase the insurance rates on his Unit, any other Unit, the Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or the Association or annoy other Unit Owners by unreasonable noises, odors or otherwise; nor shall any Owner and his family commit or permit any nuisance, immoral, or illegal act within the condominium.

6.7 Use. A Unit shall only be used as a single-family residence.

6.8 Use of Common Elements. No Unit Owner shall have the right to maintain, alter, or improve any of the Common Elements without the written permission of the Board. Unit Owners are expressly prohibited from planting any plants whether they be flowers, shrubs, vegetables, or otherwise on the Common Elements.

## ARTICLE SEVEN

### SALE, LEASE, AND OTHER CONVEYANCES

7.1 Restrictions. In order to assure a community of congenial and responsible Owners and residents which is essential in a project of this nature and to the protection of the value of the Units there are certain restrictions on the sale, lease, and other transfer of the Units as set forth below.

7.2 Sale of Unit. No Owner, except the Declarant, may sell his Unit without approval of the Association as provided below.

7.3 Lease. No Owner, except the Declarant, shall lease his Unit for a term of less than one month nor more than one year in duration nor shall any Owner lease his Unit without approval as set forth below. Any Owner who leases his Unit shall be responsible to the Association and to the other Owners for the conduct of any occupant of his Unit. Any Unit lease shall incorporate, by reference, the provisions of this declaration and any rules and regulations adopted by the Board. The lease shall also include a provision giving the lessor the option to terminate the lease upon the failure of the lessee to comply with the provisions of this declaration and any rules and regulations adopted by the Board. The Board shall have the right to require a lessor to so terminate a lease if it determines after a hearing that the tenant has failed to comply with this declaration or the rules and regulations adopted by the Board. Such determination may

only be made at a public hearing held by the Board and to which both the tenant and the Owner receive three days notice and have an opportunity to be heard. In the event any lease of a Unit shall fail to contain the provisions required herein, they shall be deemed to hereby incorporated by reference and be a part of the lease.

7.4 Approval. Each and every time an Owner wishes to convey his Unit by sale or lease such Owner shall give written notice to the Association, together with the name and address of the intended grantee or lessee, the terms of the proposed transaction, and such other information as the Association may reasonably require, together with a reasonable fee set by the Association for the review of such applications (said fee not to exceed that allowed by the statute). Any Owner giving such notice, warrants and represents to the Association that such Owner believes the offer to be bona fide in all respects. The Association shall name in its rules and regulations the person to whom such information should be delivered. In absence of any such designation, the above-prescribed notice shall be delivered to the secretary of the Association.

Within thirty (30) days after receipt of such notice, the Board shall either approve the sale or within fifteen (15) days, the lease, of said Unit or furnish an approved grantee or lessee willing to accept the transaction upon the same terms stated in the notice of the Owner to the Association, except that a grantee or lessee furnished by the Association shall not be required to close less than thirty (30) days subsequent to the date of the approval for a sale or fifteen (15) days for a lease. Failure of the Board to act within such time period shall be deemed to constitute approval of the transaction as presented by the Owner. The Board shall deliver to the purchaser or lessee notice of their approval in recordable form, signed by any two (2) members of the Board. Such form of approval shall be delivered whether approval is given by affirmative action within the required period or by failure of the Board to act within the required period.

Notice to the Association shall be deemed complete upon receipt of the notice with all required information by the Association.

7.5 Transfer by Gift, Devise, or Inheritance. Any person who has obtained a Unit by gift, devise, inheritance, or by any other method not contained herein, shall give notice of the acquisition of the Unit to the Board together with the information and fees required in Section 7.4, and a certified copy of the document or instrument by which the Unit was obtained. In the event that no notice is given to the Board, then, at any time after receiving knowledge of the conveyance, the Board may, at its election, approve or disapprove the transfer of ownership.

Within fifteen (15) days after receipt of notice of the gift, devise, or inheritance, the Board must either approve or disapprove the transfer of title. Approval of the Board shall be in the same manner as that given for the sale or lease of a Unit. Again, failure to act within fifteen (15) days of notice shall be deemed to constitute approval, and the Board shall so execute and deliver the appropriate form.

If the Board shall disapprove of the transfer under this Section, then the Board shall so advise the Owner in writing of a purchaser or purchasers who will buy the Unit in question at its fair market value as determined below by three M. A. I. appraisers who are residents of Polk County, Florida, one of whom shall be selected by the purchaser furnished by the Association,

one by the Owner, and a third by the two selected appraisers, or upon mutual agreement by the purchaser and the Owner by one appraiser. The value of the lowest and highest appraisals shall be multiplied by twenty-five percent (25%) each, and the value of the middle appraisal shall be multiplied by fifty percent (50%). The sum of the multiples shall be deemed to be the fair market value of the Unit. Cost for the appraisals shall be paid by the ultimate purchaser. The Owner shall not be required to accept any transaction other than that of cash at a closing to take place within thirty (30) days after determination of the sale price.

7.6 Ownership Rights and Responsibilities Upon Lease. The Owner shall remain responsible to the Association for all of the responsibilities of ownership. Although an Owner may delegate such duties by the terms of the lease, the Association may not be required to waive any rights against the Owner of a leased Unit. The lessee of a Unit may use and enjoy the Common Elements to the same extent as and in place of the Owner of the leased Unit.

7.7 Corporate Ownership. A partnership, limited partnership, or corporation may purchase or own a Unit only if such entity designates one natural person to whom all rights and duties of ownership shall accrue. A corporation shall not be exempt from prior approval and shall present the Association with an application for membership of the designated member. Such corporate Owner may, no more frequently than annually and subject to Board approval, change designated members.

7.8 Mortgagee Owners. Notwithstanding anything in this Article to the contrary, the provisions of this Article shall not be applicable to transfers to mortgagees, whether by foreclosure, judicial sale, or deed in lieu of foreclosure whereby the mortgagee becomes the owner of the Unit and shall not be applicable to any sale or lease by such mortgagee.

## ARTICLE EIGHT

### MAINTENANCE AND REPAIRS

8.1 By Owners. The responsibility of an Owner is as follows:

- (a) To maintain in good condition and to repair and to replace all portions of his Unit and all interior surfaces within or surrounding his Unit (such as surfaces of the walls, floors, and ceiling), and to maintain and to repair all screening equipment and fixtures relating to the Unit, including, but not limited to, plumbing, wiring, air-conditioning units, condensers, and appliances, and to pay for any utilities which are separately metered to the Unit;
- (b) Not to make any alterations in the portions of the Unit or Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of any Unit or the Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of any Unit or Common Elements, without first obtaining the written consent of the Board, which consent the Board may withhold in its absolute discretion;

- (c) Not to paint or make any alteration, decoration, repair, replacement, or change of or on the Common Elements or to any outside or exterior portion of any Unit, including the enclosure of covered porches or patios, doors, windows, etc., nor may there be any exterior lighting, fixtures, screen doors, hardware, or similar items installed which are not consistent with the general architecture of the project and without specific written approval of the Board of Directors of the Association, which approval the Board may withhold in its absolute discretion. The Board shall not grant approval if in its opinion the effect of any of the items mentioned herein will be unsightly as to the project;
- (d) To promptly notify the Association or its agents in writing of any defect or need for repairs, for which the Association is responsible;
- (e) In the event that an Owner hires or contracts for any of his responsibilities contained in this Section to be performed by any person or firm, then such person or firm must be fully licensed as may be required by any governmental agency. It is the intent hereby that all work within the condominium shall be done in a good, workman-like manner, and in a manner to promote the safety of the Owners and the consistency and attractiveness of the condominium. The Board may determine from time to time that certain persons or firms do not perform in such a way as to fulfill this intent and may prohibit Owners from using such persons or firms by giving notice to all members.

8.2 By the Association. The responsibility of the Association is as follows:

- (a) To repair, maintain and replace all of the Common Elements, including all exterior surfaces of the Units and other improvements, whether part of the Common Elements, and to maintain and repair all roadways within the condominium.
- (b) To maintain, repair, replace all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of any and all utility services which are not the responsibility of the Unit Owner. It being the intent that all such facilities which serve the Common Elements or more than one Unit shall be the responsibility of the Association.
- (c) To repair, maintain, and replace any and all facilities, landscaping, and other improvements located upon the Common Elements, except as otherwise provided.



## ARTICLE NINE

INSURANCE

9.1 Liability. The Board shall obtain liability insurance for the Common Elements in such amounts as the Board may determine, from time to time. Liability insurance shall include, but not be limited to, hired automobile, non-owned automobile, and insurance to cover liabilities of the Association or the Owners as a group to individual Owners. Each Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit and for the purchasing of insurance covering his personal property, and any other property insurance he may wish.

9.2 Additional Insurance and Bonds. The Association may also purchase such additional insurance and/or bonds as it may, from time to time, determine to be necessary or desirable, including but not limited to (a) fidelity bonds naming the Board as principals, (b) fidelity bonds naming the officers, representatives, agents, and employees of the Association as principals, (c) insurance to cover unpaid and uncollected assessments, (d) errors and omissions insurance to cover errors and omissions of the Board and officers of the Association, both individual and collective, (e) workmen's compensation insurance.

## ARTICLE TEN

DAMAGE AND DESTRUCTION AND CASUALTY INSURANCE

10.1 Owner. Except as may be elsewhere provided, each Owner shall have a duty to repair and reconstruct his Unit in accordance with its original design. In the event an Owner shall fail to repair or reconstruct his Unit within a reasonable time, the Board of the Association may elect to either repair or reconstruct the Unit, and the cost of such repair or reconstruction shall be both the personal obligation of the Owner and a lien upon the Unit.

10.2 Association.

(a) The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, and Wind and Storm Insurance. Flood Insurance shall be purchased if it is required under the National Flood Insurance Program, as same may exist from time to time, or if required by the mortgagee of any Unit, otherwise, it shall be at the discretion of the Board. These policies shall cover all of the insurable improvements within the condominium including personal property owned by the Association, in and for the interest of the Association, all Owners and their approved first mortgagees, as their interests may appear, in an amount equal to the maximum insurable replacement value or the amount, if any, required by the collective mortgagees, whichever is greater, as determined annually by the Board. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as part of the common expenses. The Association shall place its insurance coverage with good and responsible companies authorized to do business in the State of Florida. The Board shall serve as Insurance Trustee unless the Association shall, by a majority vote of the members, designate a Corporate Trustee; provided, however, that such Corporate Trustee shall be a Trust Company authorized to do business in Florida with its principal office in Polk County, Florida; and thereafter, from time to time, the Association shall have the right to change the Insurance Trustee to another such Trust Company or to the Board.

(b) All policies purchased by the Association shall be for the benefit of the Association, all Owners, and their first

mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee (any Corporate Trustee shall first acknowledge in an Insurance Trust Agreement that the policies and any proceeds thereof will be held in accordance with the terms hereof). Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, a Corporate Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Board is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association. Any Corporate Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds.

(c) No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless the same is a distribution made to Owners and their mortgagees.

(d) The duty of the Insurance Trustee shall be to receive the proceeds from the casualty insurance policies held by it and shall hold such proceeds in trust for the Association, Owners, and any mortgagees under the following terms:

1. In the event a loss occurs to any improvement within any of the Units alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Units damaged and their approved first mortgagees, if any, as their interests may appear. It shall be the duty of these Owners to use such proceeds to effect necessary repair to the Unit. A Corporate Trustee may rely upon the written statement of the Board as to whether or not a loss has been incurred to the Units or Common Elements or both. The Board, acting as Trustee, may act in its best judgment.

2. In the event that a loss of \$5,000, or less, occurs to improvements within one or more Units and to improvements within contiguous Common Elements, or to improvements within the Common Elements alone, the Corporate Trustee, if any, shall pay the proceeds received as a result of such loss to the Board. Upon receipt of any insurance proceeds, the Board will promptly contract for the necessary repairs, replacement, and restoration of the improvements within the Common Elements and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the Common Elements, and the balance of the funds shall be apportioned to repair improvements within Owners' Units in proportion to the loss sustained to improvements within said Units, as estimated by the insurance carrier, and the Owners owning interests

in Units containing damaged improvements shall be responsible for the repair, replacement, and restoration of the individual Units.

3. In the event of payments for losses not governed by sub-paragraphs 1 and 2 above, the Insurance Trustee shall hold all insurance proceeds in trust, and any and all other funds paid as hereinafter provided, and shall distribute the same in accordance with this subparagraph 3. The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(a) In the event the insurance proceeds are sufficient to cover all costs of repairs and replacements, the Board shall proceed with the completion of the necessary repairs and replacements.

(b) In the event the deficiency between the estimated cost of repairs and replacements and the insurance proceeds is less than \$25,000, then the Board shall meet and shall determine the amount of and terms of a Capital Assessment against all of the Units and the Owners thereof to obtain the necessary funds to repair and to restore the Common Elements and against individual Owners for that portion of the deficiency attributable to the Owner's Unit. The Board shall levy such assessment setting forth the date of payment of the assessment, and the funds received shall be delivered to the Trustee and disbursed as provided herein; or

(c) In the event the deficit between the estimated cost of repair and replacement and the insurance proceeds exceeds the sum of \$25,000, then in that event the Board shall order a membership meeting of the members of the Association held as rapidly as possible for the purpose of approving the amount of and the methods and terms of a Capital Assessment proposed by the Board against the Units and the Owners thereof so as to obtain the necessary funds to repair and replace the improvements. Upon approval of the amount of the Capital Assessment, the repairs to be made, and the Owners responsible therefor, by a majority of the membership, the Board shall immediately levy such assessment and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph.

4. In the event, after complete repair, replacement, and reconstruction and after any Corporate Trustee's fee has been paid, funds remain in the hands of the Insurance Trustee, such funds shall be placed in the general fund

of the Association or refunded to individual Owners to the extent that an Owner has paid for repairs, replacement, and restoration attributable to their Unit in excess of the amount necessary to complete such repair, replacement, and restoration in excess of the amount paid by the Insurance Trustee. It shall be presumed, however, that the first funds disbursed in payment of repair, replacement, and reconstruction shall be from insurance proceeds; if there is a balance in the fund held by the Insurance Trustee after payment of all costs of repair, restoration, and reconstruction and after payment of any and all Insurance Trustee's fees and expenses, such balance shall be distributed to the Owners in proportion to their contributions under capital assessments.

5. In the event the insurance proceeds are sufficient to pay for the cost of restoration, replacement, and repair or in the event the insurance proceeds are insufficient but additional funds are raised by Capital Assessment or any other manner within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration, replacement, and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan. Notwithstanding the foregoing the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

(a) Its mortgage is not in good standing and is in default.

(b) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

Further, all covenants contained herein are for the benefit of any mortgagee of a Unit and may be enforced by an approved first mortgagee.

6. In the event that a casualty loss shall be caused by the negligence of an Owner or any other party, then the Association shall have the right, without limitation as to any other rights the Association may have hereunder or under applicable law, to recover from the negligent Owner the amount of any loss which is not covered by insurance whether the noncoverage is due to a deductible clause or otherwise.

#### ARTICLE ELEVEN

##### TERMINATION

This Declaration of Condominium may be terminated only by the unanimous consent of all of the members of the Association

and all parties holding first mortgages on any Units, in which event, the termination of the condominium shall be by such plan as may be then adopted by the members and mortgage holders. Such plan shall be in writing and signed by all of said members and mortgage holders and shall be recorded in the Public Records of Polk County, Florida.

## ARTICLE TWELVE

### RIGHT OF ENTRY INTO UNIT IN EMERGENCY

In case of any emergency originating in or threatening any Unit, regardless of whether the Owner is present at the time of such emergency, any member of the Board or any other person authorized by it, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the Owner of each Unit, if required by the Association, shall deposit under control of the Association, a key to such Unit.

## ARTICLE THIRTEEN

### RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration, or repair to any portion of the Common Elements, the Owner of each Unit shall permit other Owners or their representatives, or the duly constituted and authorized Agent of Association to enter such Unit, provided that such entry shall be made only at reasonable times and with reasonable advance notice, except as provided in Article Twelve.

## ARTICLE FOURTEEN

### GENERAL PROVISIONS

14.1 Enforcement. The Association, or any Owner, shall have the right to enforce by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, assessments, and charges now or thereafter imposed by the provisions of this Declaration. In the event an Owner fails to perform repair or perform any duty or responsibility under this Declaration for a reasonable length of time, then, the Association may perform such repair, duty, or responsibility and bill the expense to the such Owner. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

14.2 Amendment to Declaration. No amendment shall change a Unit's proportionate share of the Common Expenses or Common Surplus, nor the voting rights of the members, unless all of the record owners and all of the record owners of first mortgages shall consent to and execute such an amendment. No amendment shall be passed which changes this Declaration with respect to the reservations or rights of Declarant unless the Declarant shall furnish his approval to such amendment in writing. Except as provided above, this Declaration may be amended at any regular or special meeting called in accordance with the Bylaws by the affirmative vote of seventy-five percent (75%) of the membership. Such amendment shall be evidenced by a certificate executed in accordance with the Florida Condominium Act and shall become

effective upon recording among the Public Records of Polk County, Florida. Declarant shall have the unqualified right and authority to amend this Declaration and any of its exhibits prior to January 1, 1981.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this December 31, 1980.

WITNESSES:

*Greg R. Deal*  
*Laurie K. Radovic*

HOLLINGSWORTH PLACE, LTD.,  
a Florida limited partnership

By: *S. Douglas McKeel*  
S. Douglas McKeel,  
General Partner

STATE OF FLORIDA

COUNTY OF POLK

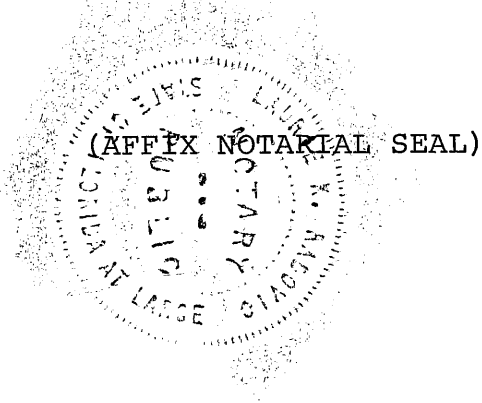
I, Notary Public, hereby certify that S. DOUGLAS McKEEL, personally appeared before me, and being duly sworn according to law, acknowledged that he is a general partner of Hollingsworth Place, Ltd., a Florida limited partnership, that he is duly authorized to execute and acknowledge the foregoing instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this December 31, 1980.

*Laurie K. Radovic*  
Notary Public, State of Florida  
at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 4, 1982  
Bonded By American Fire & Casualty Company.



CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS, that FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKELAND, the holder of a mortgage on the following described lands:

That portion of Lot A and B of the correction map of PROPERTY OF HARRY ENGLISH as recorded in Plat Book 6, page 20, and that portion of Lot 5, Block 24 of the Subdivision of Block 23 and 24 of the revised map of Dixieland as recorded in Plat Book 5, page 36, Public Records of Polk County, Florida, described as:

Begin at the Northerly most corner of said Lot 5, said point lying on the westerly right of way line of Success Avenue, and run thence S 37°30" E along said right of way line 202 feet to the intersection of the northerly right of way line of Lake Hollingsworth Drive; run thence S 66°00'00" W, along said northerly right of way line 187.16 feet; run thence N 24°00'00" W, 196.24 feet to a point on the northerly boundary of the aforementioned Lot 5, run thence N 66°00'00" E along said north boundary of Lot 5, a distance of 140 feet to the Point of Beginning.

does hereby consent to the foregoing Declaration of Condominium for HOLLINGSWORTH PLACE, A CONDOMINIUM.

WITNESSES:

[Signature]  
[Signature]

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKELAND (Corporate Seal)

By: [Signature]  
President

STATE OF FLORIDA

COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared William R. McCranie, as president, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKELAND, and he acknowledged before me that he read the foregoing Consent of Mortgagee, by him subscribed, and that the contents of same are true and he signed same as such officer of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal this December 31, 1980.

(AFFIX NOTARIAL SEAL)

[Signature]  
Notary Public, State of Florida  
at Large

My commission expires:  
Notary Public, State of Florida at Large  
My Commission Expires Jan. 13, 1981  
Bonded By American Fire & Casualty Company

## DESCRIPTION:

That portion of Lot A and B of the correction map of PROPERTY OF HARRY ENGLISH as recorded in Plat Book 6, page 20, and that portion of Lot 5, Block 24 of the Subdivision of Block 23 and 24 of the revised map of Dixieland as recorded in Plat Book 5, page 36, Public Records of Polk County, Florida, described as:

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That part of the East 1/2 of Southwest 1/4 of Section 19, Township 28 South, Range 24 East, Polk County, Florida, described as:

Lots A and B as depicted on the correction map of PROPERTY OF HARRY ENGLISH according to plat thereof recorded in Plat Book 6, page 20, public records of Polk County, Florida; and

Lot 5, Block 24, of map showing subdivision of Blocks 23 and 24 of Carter-Deen Realty Company's Revised Map of Dixieland, according to plat thereof recorded in Plat Book 5, page 36, public records of Polk County, Florida.

LESS AND EXCEPT:

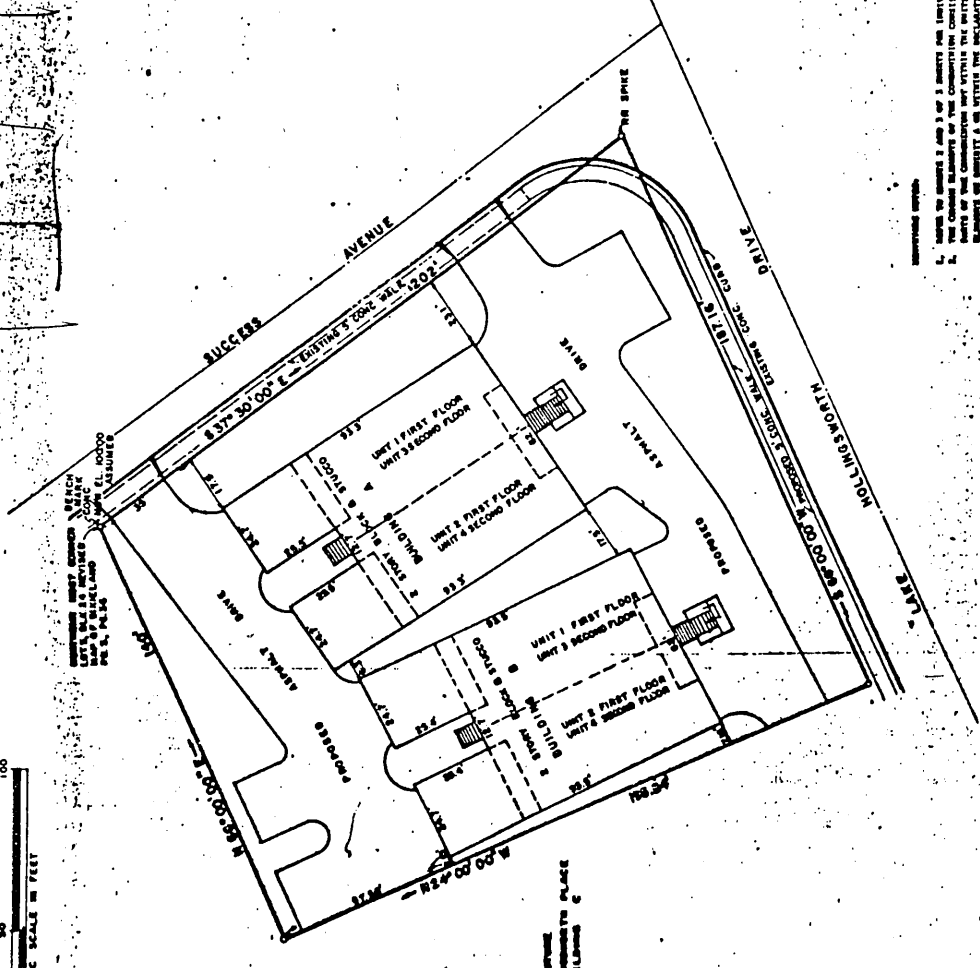
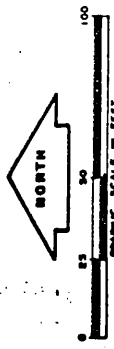
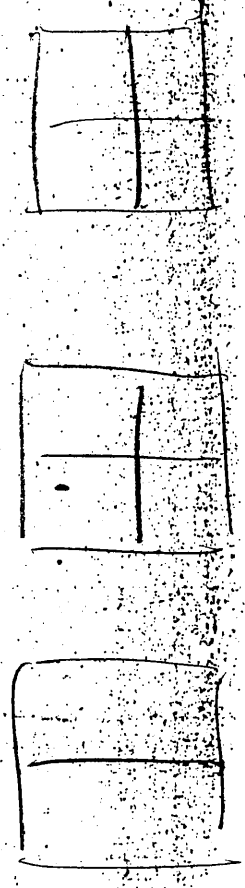
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CONDOMINIUM BOOK PAGE 21

# HOLLINGSWORTH PLACE, A CONDOMINIUM

LAKELAND, POLK COUNTY, FLORIDA



**DEED CERTIFICATE**

THIS DEED CERTIFICATE IS A PART OF THE CONVEYANCE AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SAID CONVEYANCE. IT IS HEREBY CERTIFIED THAT THE DEED CERTIFICATE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ON THIS 12th DAY OF DECEMBER, 1989, AT 11:00 A.M. THE DEED CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF SAID CONVEYANCE AND IS HEREBY CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ON THIS 12th DAY OF DECEMBER, 1989, AT 11:00 A.M.

WITNESSED MY HAND AND SEAL OF OFFICE ON THIS 12th DAY OF DECEMBER, 1989, AT LAKELAND, FLORIDA.

*Robert C. [Signature]* 12/29/89  
 Robert C. [Name]  
 Surveyor, Polk County, Florida

**DISCLAIMER**

THESE PLANS AND SPECIFICATIONS ARE PREPARED BY THE ENGINEER AND SURVEYOR AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND SURVEYOR. THE ENGINEER AND SURVEYOR ACCEPT NO LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING FROM THE USE OF THESE PLANS AND SPECIFICATIONS.

PREPARED BY:  
 ALPHA ENGINEERING AND SURVEYING, INC.  
 LAKELAND, FLORIDA

EXHIBIT B

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of  
HOLLINGSWORTH PLACE CONDOMINIUM ASSOCIATION, INC.

filed on December 30, 1980.

The Charter Number for this corporation is 755695.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
30th day of December,  
1980.

George Firestone  
Secretary of State



CORP 104 Rev. 5-79