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GP1560PC2073

WELLINGTON PARK, A CONDOMINIUM

TALLAHASSEE, FLORIDA

UNOFFICIAL DOCUMENT



UNOFFICIAL DOCUMENT

This instrument
was prepared by:
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GP.1560P.2074

DECLARATION OF
CONDOMINIUM OWNERSHIP
OF
WELLINGTON PARK, A CONDOMINIUM

WHEREAS, OCHLOCKNEE MANAGEMENT CORPORATION, a Georgia corporation, whose principal office is located at 1288 Timber Lane Road, Tallahassee, Florida 32312, hereinafter called "Developer" owns in fee simple certain real property described in Exhibit "2" attached hereto and incorporated herein by reference and desires to submit the same to the condominium form of ownership.

NOW, THEREFORE, in order to create an office condominium consisting of the real property and the improvements to be constructed thereon, to be known as Wellington Park, a Condominium, (hereafter Wellington Park), Developer hereby submits the said property and all of its interest therein, to the Florida Condominium Act (Chapter 718, Florida Statutes, as amended), and in furtherance thereof, makes the following declarations as to division, limitations, restrictions, covenants and conditions and hereby declares and agrees that the said property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration

(which Declaration is intended to create covenants running with the land and shall be binding upon and be for the benefit of the owners and lessees of all or any part of the Condominium Property and their respective successors, heirs, personal representatives, administrators and assigns).

SECTION 1. Condominium Property.

1.1 The real property and all improvements constructed and to be constructed thereon and all easements and rights appurtenant thereto, intended for and granted for use in connection with the said property, is hereby submitted to condominium ownership.

SECTION 2. Name of Condominium.

2.1 The Condominium shall be known as Wellington Park, a Condominium, or by such other name as may from time to time be selected by the Association.

SECTION 3. Definitions.

3.1 Unless the context otherwise requires, all terms used in this Declaration shall have the meaning attributed to said term by Section 718.103, Florida Statutes, (1991), known as the "Condominium Act."

SECTION 4. The Condominium.

4.1 Wellington Park will be composed of two (2) two-story buildings containing two (2) office units each and one (1) one-story building containing two (2) office units to be located on that real property described in Exhibit "2", attached hereto, and the plot plan shown in Exhibit "1" attached hereto.

4.2 Each unit of the condominium shall have an undivided one-sixth (1/6)

share of ownership in the Common Elements, subject always to the rights and reservations of the Owner or its assigns, of an easement for ingress and egress.

SECTION 5. Amendment of Declaration by Unit Owner.

5.1 This Declaration may be amended at any regular or special meeting of the Association called or convened in accordance with the By-Laws, by the affirmative vote of the Unit Owners who are Voting Members casting not less than two-thirds (2/3) of the total vote of the Unit Owners who are members of the Association. Each Amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Leon County, Florida. No such amendment shall change the proportionate ownership of the Common Elements appurtenant to any Unit, nor the proportionate share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the recorded owner(s) thereof and all record owners of mortgages or other liens which have been voluntarily placed on a Unit, shall join in the execution of the amendment. No amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of record. No amendment shall be effective which shall impair or prejudice the rights or priorities of any lessor or lessee under any lease with any Unit Owner or the Association without the consent of such lessor or lessee.

SECTION 6. Restrictions, Rights and Easements.

6.1 The Developer is irrevocably empowered to sell, lease or rent

Condominium Parcels to any person or persons. The Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Condominium Parcels, including, but not limited to, the right to maintain models, have signs, use the Common Elements and to show Units to prospective purchasers and lessees. Except as provided in this Declaration, the Developer shall be subject to the same restrictions and entitled to enjoy the same privileges as any other Unit Owner with respect to each Parcel owned by Developer.

6.2 Developer hereby reserves for its own benefit, and for the benefit of its successors and assigns the following:

A. An easement in common with others for ingress and egress, by vehicle or on foot, in, to, upon, over and under the passageways located on the Condominium Property.

B. An Easement for the placement and maintenance of utilities, including sewer, gas, electricity and telephone, under, upon, over, in and through the Condominium Property, including right of access thereto.

6.3 Developer hereby reserves for and grants to the Association for the benefit of its Members, their guests and lessees, the following easements and rights:

A. Right-of-way in common with others for ingress and egress by vehicle or on foot, in, to, upon, over and under the passageways located on the Condominium Property and the easement contained in Exhibit "5" attached hereto.

B. An easement for the placement and maintenance of roadways, telephone and utility lines, pipes, sewers, conduits and drainage lines located on any

portion of the Condominium Property.

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C. The right to connect with and make use of ways, parking spaces, utility lines, pipes, sewers, conduits drainage lines on the Condominium Property.

D. The easements and obligations in this Section 6.3 shall be perpetual, run with the land and shall not be abrogated, interfered with, modified or rescinded without the consent of each Unit Owner and all Institutional Mortgagees holding any mortgage on any Condominium Parcel. No modification, abrogation rescission or amendment shall be binding on the Developer, the Association, any Unit Owner or Mortgagee unless evidenced by written instruction acknowledged by all parties and recorded in the Public Records of Leon County, Florida.

However, nothing contained herein shall be interpreted to interfere in any way with the right of the Developer to maintain a perpetual right-of-way for ingress and egress to the lands of the Condominium Parcel currently owned or to be purchased in the future and further the Developer and his assigns are hereby granted the right of ingress and egress on and over all of the common areas of the Condominium Property.

SECTION 7. Common Elements and Limited Common Elements.

7.1 Common Elements. The Common Elements shall include and mean, in addition to the items listed in the Florida Condominium Act, Section 718.108, the following items:

A. The foundations, bearing walls, perimeter walls, main walls, roofs, attic spaces, columns, girders, beams, supports, corridors and common entrance and exit or communication ways and deck.

B. Roofs, yards, streets, sidewalks, parking areas, recreational areas, water and sewer system and exterior utilities and gardens, except as otherwise provided.

C. The compartments or installations of central services such as power, light and water designed to serve the Common Elements, facilities, water storage tanks, pumps and the like, including, but not limited to, all pipes, ducts, flues, chutes, conduits, cables and wire outlets and other utility lines.

D. All other elements of the Condominium Property designed for common use or necessary to its existence, upkeep and safety.

7.2 Limited Common Elements. The Limited Common Elements shall include and mean those areas to be depicted on the final survey as decks and exterior stairways, if any. Each deck and exterior stairway shall be a limited common element of the respective unit, and reserved for the use of such unit to the exclusion of other units. Each air conditioner and/or heating unit shall be a limited common element of the respective unit it serves, and reserved for the use of such unit to the exclusion of other units.

SECTION 8. Ownership of Common Elements and Limited Common Elements.

8.1 Any attempt to separate the title to a Condominium Unit from the Common Elements appurtenant to such Unit shall be null and void.

SECTION 9. Unit Boundaries.

9.1 Condominium Unit. Each Unit shall include that part of the building within boundaries determined as set forth in Sections 6.2, 9.2 and 9.3.

9.2 Upper and Lower Boundary. The Upper Boundary and Lower Boundary of each Unit shall be the following, extended to the Perimeter Boundaries:

A. The horizontal plane of the upper surface of the structural entity which serves as such Unit's floor and the horizontal plane of the lower surface of the structural entity which serves as the Unit's ceiling.

9.3 Perimeter Boundary. The Perimeter Boundary of each Unit shall be the vertical projection of the unit boundary line as depicted on the plot plan shown in Exhibit "1" attached hereto. The building to be constructed on each unit need not extend to the perimeter boundary of each unit.

A. Exterior Building Walls. The verticle planes of the interior surface of the exterior walls bounding a Unit extended to each level. Upper and Lower Boundary, including within the unit the interior decorative wall.

9.4 Encroachments. If any portion of a Condominium Unit or Common elements or Limited Common elements encroaches upon another, a valid easement for the encroachment shall and does exist for so long as the encroaching improvement stands. In the event a Condominium building or buildings are partially or totally destroyed and then rebuilt, the Unit Owners agree that minor encroachments on parts of the Common Elements or Limited Common Elements or Condominium Units, as aforescribed, due to construction, shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

SECTION 10. The Operating Entity.

10.1 The Association shall be responsible for the operation of the

Condominium Property. The Association shall have all the powers and duties set forth in the Condominium Act, as well as all the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association (which are annexed hereto as Exhibit "3") and its Articles of Incorporation (which are annexed hereto as Exhibit "4"), as they may be amended from time to time. No modification of or amendment to the By-Laws or the Articles of Incorporation of said Association, shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws and the Articles of Incorporation may be amended in the manner provided for therein, but no amendment thereto shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions thereof with respect to Institutional Mortgages, without written approval of all Institutional Mortgagees of record.

10.2 Voting Rights of Unit Owners. Each Unit shall be entitled to one (1) vote in all matters related to the Condominium Documents.

10.3 Every Unit Owner, whether he has acquired his ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Condominium Documents.

SECTION 11. Assessments.

11.1 The Association has the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses and such other sums as are specifically provided for in the Condominium Documents. The procedures for the determination of Assessments shall be as set forth in the Condominium

Documents.

11.2 The Common Expenses shall be assessed against each Condominium Parcel and the Owner of such Parcel as provided for in Section 12 of this Declaration.

11.3 Assessments that are unpaid for over ten (10) days after due date shall bear interest at the rate of eighteen (18%) percent per annum from due date until paid provided, however, no interest shall be charged or collected in excess of the highest rate permitted by applicable law.

11.4 The Association shall have a lien on each Condominium Parcel for unpaid Assessments together with interest thereon except that such lien shall be subordinate to prior recorded bona fide liens held by Institutional Mortgagees, except as may otherwise be provided by Statute. Reasonable attorneys' fees and all other legal costs incurred by the Association incident to the collection of such Assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Association may take such action as it deems necessary to collect Assessments either by personal action against the record owner of the Condominium Parcel against which such Assessment has been made, or by enforcing and foreclosing said lien, or by exercising both of such remedies. The Association may settle and compromise any Assessment if it is deemed to be in its best interest. The lien of an Assessment shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said

Act. The Association shall be entitled to bid at any sale held in connection with the foreclosure of an Assessment lien, and may apply as a cash credit against its bid all sums secured by the lien enforced.

11.5 Any unpaid assessments shall be subordinate to prior recorded bona fide liens held by Institutional Mortgagees, except as may otherwise be provided by Statute. The Association shall always have the right to assume the unpaid assessment, and assign its claim of lien rights for the recovery of any unpaid assessments to Unit Owners or any third party.

11.6 Except as provided in Section 11.4 and 11.5 above, no person who acquires an interest in a Condominium Parcel shall be entitled to occupy the Parcel or use the Common Elements until all unpaid assessments due and owing by the former Unit Owner(s) have been paid. The Association shall have the right to assign assessments to Unit Owner(s) or any third party.

SECTION 12. Common Expenses and Common Surplus.

12.1 Apportionment of Common Expenses and Common Surplus. The Common Expenses of Wellington Park, a Condominium, shall be co-mingled and assessed against Owners of the Condominium Parcels in the following manner: Each Condominium Unit shall be assessed a pro-rata share of the total Common Expenses, which pro-rata share shall be the fraction of the total Common Expenses as provided in Exhibit "6", attached hereto and made a part hereof. Each Condominium's share of the Common Surplus shall be determined in the same manner at the time of distribution of the surplus.

12.2 Expenses of Wellington Park, a Condominium. The following expenses are expressly declared to be a Common Expense of the Unit Owners:

- A. Except as provided in Paragraph 14.3B hereof, damage to the Condominium Property in excess of insurance coverage.
- B. Replacement or repair of sewer, water and utility lines serving this Condominium.
- C. Common Water Systems.
- D. Common Sewer Systems.
- E. Common Electricity and Common Electrical Fixtures.
- F. Parking Lot and Yard Maintenance.
- G. General Maintenance Reserve.
- H. Pest Control.
- I. Insurance.
- J. Administration and Management Fee.

12.2 Unit Owner's Share of Common Expenses and Common Surplus. The Common Expenses and Common Surplus apportioned to each Condominium shall be shared by the Unit Owners as specified in 12.1. It is understood that the Common Expenses shall include all taxes, assessments, insurance and all other expenditures for which the Association shall be responsible, including those expenditures contracted for in any Maintenance Agreement. The Common Surplus is the excess of all receipts of the Association including, but not limited to, assessments, rents, condemnation proceedings, profits and revenues on account of the Common Elements over the Common Expenses.

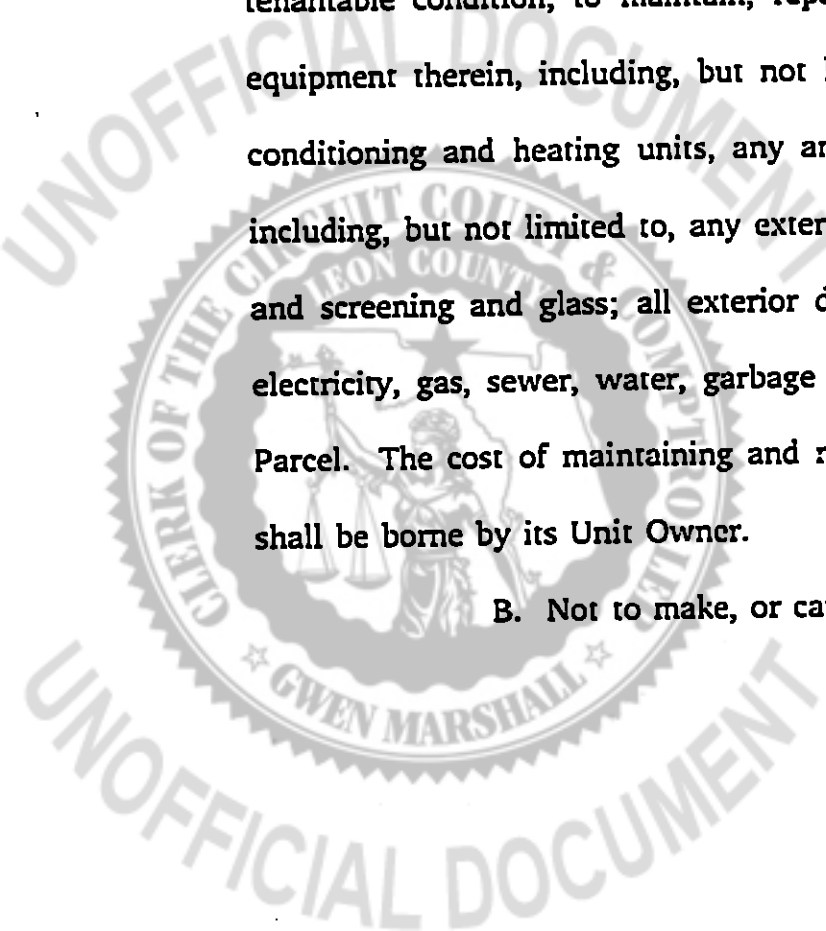
SECTION 13. Maintenance and Alterations.

13.1 The Association may contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

13.2 Each Unit Owner agrees as follows:

A. To maintain his Unit and the entire interior thereof in good and tenable condition, to maintain, repair, and, if necessary, replace the fixtures and equipment therein, including, but not limited to, the following when applicable: air conditioning and heating units, any and all appurtenances thereto wherever situated including, but not limited to, any exterior parts thereof; electric panels, wiring, outlets and screening and glass; all exterior doors; and pay for all of his utilities, including electricity, gas, sewer, water, garbage and telephone, and all taxes levied against his Parcel. The cost of maintaining and replacing the appliances and carpeting in a Unit shall be borne by its Unit Owner.

B. Not to make, or cause to be made, any repairs to any plumbing or



electrical wiring within a Unit except by plumbers or electricians authorized to do such work by the Association or its delegate. Plumbing and electrical repairs within a Unit shall be paid for by the Owner(s) of the Unit.

C. Not to make, or remove or cause to be made or removed, any addition or alteration to his Unit, or do any other act, that may impair the structural soundness of the building. Structural alterations within a Unit may be made with the written consent of the Association and any Institutional First Mortgagee holding a mortgage on said Unit.

D. To make no alterations, additions, improvements, decoration, repair, replacement or change to the Common Elements or Limited Common elements, or to any outside fixtures to windows without the prior written consent of the Association. If consent is granted, the Unit Owner shall use only a contractor or subcontractor approved by the Association, who shall comply with all Rules and Regulations with respect to the work which may be adopted by the Association. The Unit Owner shall be liable for damage to another Unit and to the Common Elements caused by any contractor employed by such Unit Owner or by the subcontractor or employees of such contractor whether said damages are caused by negligence, accident or otherwise.

E. To allow the Association, its delegates, agents or employees, at all reasonable times to enter into any Unit for the purpose of maintaining, inspecting, repairing or replacing the Limited Common Elements or the Common Elements; to determine in case of emergency, circumstances threatening Units, Limited Common Elements and Common Elements, and to correct the same; or, to determine compliance

with the provisions of the Condominium Documents.

F. To promptly report to the Association any defects or needed repairs for which the Association is responsible.

13.3 In the event the Unit Owner fails to maintain his Unit as required herein, or otherwise violates or threatens to violate the provision hereof, the Association shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof, or in addition thereto, the Association shall have the right to levy an Assessment against the Unit Owner, and the Unit, for such necessary sums to remove any unauthorized addition or alteration, and to restore the property to good condition and repair.

13.4 The Association shall determine the exterior color scheme of the building, and shall be responsible for the maintenance thereof, and no Owner shall paint any exterior surface, or add or replace anything thereon or affixed thereto, without written consent of the Association. The Developer may place on the exterior of the buildings the name of the Condominium.

13.5 The Association shall be responsible for the maintenance, repair and replacement of the Common Elements and Limited Common Elements, provided that if any repairs or replacements are made necessary because of abuse or negligent use thereof by a Unit Owner the cost of such repair or replacement may be assessed against such Unit Owner. However, each Unit Owner shall be responsible for the maintenance, repair and replacement of the deck or patio appurtenant to the Unit. Any assessment made pursuant to Section 13.3, shall be enforceable in the same manner as provided for the

enforcement of assessments in Section 11 hereof.

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SECTION 14. Insurance Provisions.

14.1 **Liability Insurance.** The Association shall maintain comprehensive public liability and property damage insurance covering all of the Common Elements and insuring the Association, and the Unit Owners, in such amounts as the Association determines necessary. Premiums for such insurance shall be paid by the Association.

14.2 **Casualty Insurance.**

A. **Purchase of Insurance.** The Association shall obtain and maintain fire, windstorm and extended coverage, including vandalism and malicious mischief insurance covering all the insurable Condominium Property, including personal property owned by the Association, as its interest may appear, in an amount equal to the replacement cost of the Condominium Property as determined annually by the Association. The company or companies with who such insurance coverage is placed as provided in this Declaration, must be authorized to do business in the State of Florida.

B. **Loss Payable Provisions.** All policies purchased by the Association shall be for the benefit of all Unit Owners and their mortgagees and the Association, as their interest may appear.

14.3 **Reconstruction or Repair After Casualty.** In the event the Common Elements or the Units, are damaged by any casualty whether such damage is insured against or not, the same shall be repaired or reconstructed, by the Association or the Unit Owner, as the case may be.

A. **Plans and specifications.** Any reconstruction or repair must be

substantially in accordance with the plans and specifications for the original buildings; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and by not less than seventy-five (75%) percent of the Unit Owners, including the Owners of all damaged Units, which approval shall not be unreasonably withheld.

B. Responsibility. If the damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair of any damage caused by casualty. In all other instances the responsibility of reconstruction and repair of damage caused by casualty shall be that of the Association.

C. Estimate of Costs. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

D. Assessments. If the proceeds of insurance are not sufficient to pay the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common elements, in sufficient amounts to provide funds for the payment of such costs. The assessment against a Unit Owner for damage to Units shall be in the same proportion as the cost of reconstruction and repair to all damaged Units. Such

assessment made pursuant to this Section may be enforced in the manner provided in Section 11, hereof.

14.4 Construction Funds. The funds for payment of costs of reconstruction and repair of damage caused by casualty, which shall consist of proceeds of insurance and all collections by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

A. Association. The Association shall hold the sums paid on account of such assessment and disburse the same in payment of the costs of reconstruction and repair.

B. Institutional Mortgagee's Right to Advance Premium. Should the Association fail to pay any insurance premiums when due or should the Association fail to comply with other insurance requirements of the Condominium Documents, any Institutional Mortgagee shall have the right, at its option, after ten (10) day written notice to the Association, to obtain the insurance policies required hereto and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association against the Unit Owners.

14.5 Restoration Not Required. In the event more than ninety (90%) percent in value of the Condominium Property is substantially damaged or destroyed by fire or other casualty and that the extent of such damage is certified, in writing, by the Association Voting Members may signify their desire to terminate the Condominium, within sixty (60) days after the casualty by filing in the Public Records of Leon County

a Notice of Election to Terminate, accompanied by the Certification of Extent of Damage by the Association and the Condominium shall terminate. Thereafter, the Unit Owners, will become tenants in common of the Condominium Property, and the insurance proceeds, the share of each Unit Owner being the same as the respective share of Common Elements appurtenant to his Unit. Any mortgage or other lien which encumbers a Condominium Parcel shall continue a lien of equal dignity against the undivided interest of the Unit Owner in the Condominium Property and the proceeds of insurance. If any Unit Owner requests a partition of the property, the Condominium Property shall be sold, and each Unit Owner, or each Unit Owner and his respective mortgagee, will be entitled to recover from the fund composed of insurance proceeds and sales proceeds, a sum that shall be the same as the undivided share of such Unit Owner in the Common Elements. In the event the fund does not contain sufficient sums to fully compensate every Unit Owner, the sum payable to each Unit Owner will be proportionately reduced.

Before distribution to the Unit Owners of insurance or sales proceeds, all liens against a Condominium Parcel will be paid to the extent the proceeds allocated to said Parcel are sufficient to do so.

14.6 Condemnation. No governmental authority shall disfigure or otherwise violate the architectural structure and/or utility attributes of the buildings, Common Elements or either of the aforesaid, of the Condominium without full and just compensation to the Unit Owners.

14.7 Unit Owner's Insurance. Each individual Unit Owner may purchase, at his own expense, liability insurance to cover accidents occurring within his Unit and

insurance on his own personal property. Additionally, Unit Owners may purchase casualty insurance covering personal property within and any improvements to their Units, provided such insurance does not contain a co-insurance provision or any other provision that in any way affects the Master Policy maintained by the Association on the Condominium Property. If a Unit Owner desires casualty insurance covering personal property within his Unit and any improvements thereto, but is unable to obtain casualty insurance which satisfies the foregoing provision, the Association shall obtain additional coverage for such Unit Owner under the Master Policy. Any additional premium incurred by the Association on account of such additional coverage shall be the expense of the Unit Owner for whom such additional insurance was purchased. In the event of a casualty, the proceeds of any insurance purchased by a Unit Owner, or by the Association on behalf of a particular Unit Owner as aforesaid, covering such Unit, shall be the sole property of such Unit Owner and his mortgagee, as their interests may appear.

14.8 Waiver of Subrogation. If available without additional cost, and where applicable, the Association and each Unit Owner shall endeavor to obtain policies which provide that the insurer waives the right of subrogation as to any claim against Unit Owners, the Association, their respective servants, agents and guests.

SECTION 15. Use of Units.

15.1 In addition to the other obligations and duties heretofore set out in this Declaration, no Unit Owner shall:

- A. Use or permit the use of his Unit for any purpose other than an office.

B. Permit or suffer anything to be done or kept in his Unit, which will increase the insurance rates of his Unit or the Common Elements, or which will obstruct or interfere with the rights of other Members, or commit, permit or suffer any nuisance or illegal act in his Unit or on the Common Elements.

C. Fail to conform to and abide by the By-Laws and non-discriminatory rules and regulations in regard to use of the Condominium Property which may be adopted in writing from time to time by the Association, and to see that all persons using Unit Owner's Property, by, through or under him do likewise.

D. Attempt to exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, Limited Common Elements or by the abandonment of his Condominium Unit.

E. In the event that any Unit is used as rental property, it shall be listed with a local managing agent and that agent shall be specifically instructed by the Unit Owner that if any tenant shall conduct himself in a manner deemed obnoxious or a nuisance to the adjoining property owners or their tenants, then the adjoining property owner shall so inform the property manager or a member of the Board of Directors. The property manager or member of the Board of Directors shall demand the owner to evict the tenant or require the tenant creating the nuisance or obnoxious activity to immediately remove the nuisance and or cease the obnoxious activity.

SECTION 16. Reserve Fund.

16.1 The Association shall establish and create for the benefit of the Association a reserve account (hereinafter the "Fund"). The purpose of the Fund shall

be to accumulate sums in a separate account for working capital of the Association, and for the replacement, acquisition and repair of capital improvements which are, or will be, a part of the Common Elements or Limited Common Elements of Wellington Park, a Condominium.

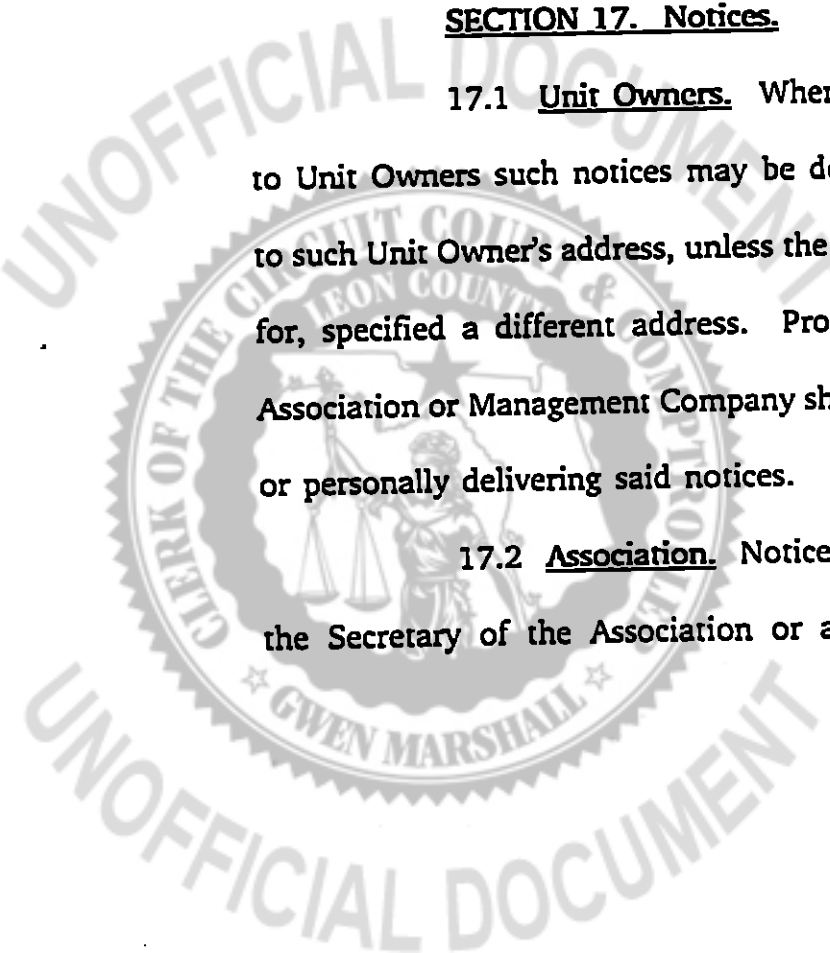
The initial assessment per month shall be established by a majority vote of the Unit Owners, which assessment may be changed from time to time by the Association. The Association shall determine those capital improvements to be replaced, acquired or repaired with the deposits in the Fund. The proportionate interest of any Owner in any reserve for replacement shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned, transferred or otherwise deemed to be transferred except with such Condominium Unit.

16.2 The assessment provided for in this Section may be enforced in the same manner as provided in Section 11 for the enforcement of Assessments.

SECTION 17. Notices.

17.1 **Unit Owners.** Whenever notices are required to be sent hereunder to Unit Owners such notices may be delivered either personally or by mail, addressed to such Unit Owner's address, unless the Unit Owner has, by written notice duly received for, specified a different address. Proof of such mailing or personal delivery by the Association or Management Company shall be given by the affidavit of the person mailing or personally delivering said notices.

17.2 **Association.** Notices to the Association shall be delivered by mail to the Secretary of the Association or at the Secretary's Unit, or in the event of the



Secretary's absence, then to the President of the Association at his Unit, and, in his absence, any member of the Board of Directors of the Association.

17.3 Mail. All notices shall be deemed and considered to have been given when deposited in the United States Mail, postage prepaid, and addressed as aforesaid. Any party may change his or its mailing address by written notice duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the record of the Court wherein the estate of such deceased Owner is being administered.

SECTION 18. Termination.

18.1 The Condominium may be terminated in the following manner:

A. Agreement. The termination of the Condominium may be effected by unanimous agreement of the Unit Owners and their mortgagees which agreement shall be evidenced by written instrument executed in the manner required for conveyance of land. The termination shall be effective when such instrument is recorded in the Public Records of Leon County, Florida.

B. Any unpaid sums owed by the Association shall survive any termination of the Condominium and shall continue to be an obligation of the Association and the Unit Owners of either of them and shall continue to be a lien against the Condominium Parcel until paid.

C. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common, in

undivided shares. Each Unit Owner's share shall be the same as the percentage of Common Elements appurtenant to his Condominium Unit prior to termination.

SECTION 19. Miscellaneous Provisions.

19.1 **Provisions of Declaration- Binding Effect.** All provisions of the Condominium Documents are intended to be and shall be construed as covenants running with the land and of every part thereof and therein, including, but not limited to, every Unit and the appurtenances thereto, and every Unit Owner and claimant of the property or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, and shall be bound by all of the provisions of the Condominium Documents.

19.2 **Attorneys' Fees.** Should the Association find it necessary to employ an attorney to enforce any obligation of a Unit Owner under the Condominium Documents, the offending Unit Owner shall reimburse the Association for reasonable attorney's fees and costs incurred by it in connection with such default.

19.3 **Gender.** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

19.4 **Captions.** The captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of the Condominium Documents.

19.5 Institutional First Mortgages. Where an Institutional First Mortgage, by some circumstance, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of the Condominium Documents, be deemed to be an Institutional First Mortgage.

19.6 Severability of Provisions. If any term, covenant, provision, phrase or other element of the Condominium Documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to effect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of said Documents or of the Condominium Act.

19.7 Acceptance by Association, Mortgagee and Unit Owners. The Association, by its execution of this Declaration of Condominium, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration and Exhibits attached hereto. The Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium Parcel, and other parties, by virtue of their occupancy of Units, hereby approve the foregoing and all of the terms and conditions, duties and obligations set forth in the Condominium Documents.

19.8 Partition. No Unit Owner shall bring, or have any right to bring, any action for partition or division of the Condominium Property.

19.9 Maintenance by Developer. The Association shall keep the Common elements in a neat and attractive condition at all times. In the event the Association fails to so maintain the Common Elements, the Developer shall have the right, but not the obligation to go upon the Common Elements and to cut and remove grass and weeds;

to remove rubbish and trash; and to do any and all other things necessary or desirable to maintain the Common Elements in a neat and attractive condition, all at the sole expense of the Association. The reasonable expense of the Developer incurred pursuant hereto shall be paid by the Association to the Developer upon demand and shall constitute Common Expenses.

19.10 Conflict with Statute. Should any provision of this Declaration conflict with any provision of Chapter 718, Florida Statutes, then the Statute shall prevail.

IN WITNESS WHEREOF, Developer has executed this Declaration of Condominium Ownership, the 5th day of May 1992.

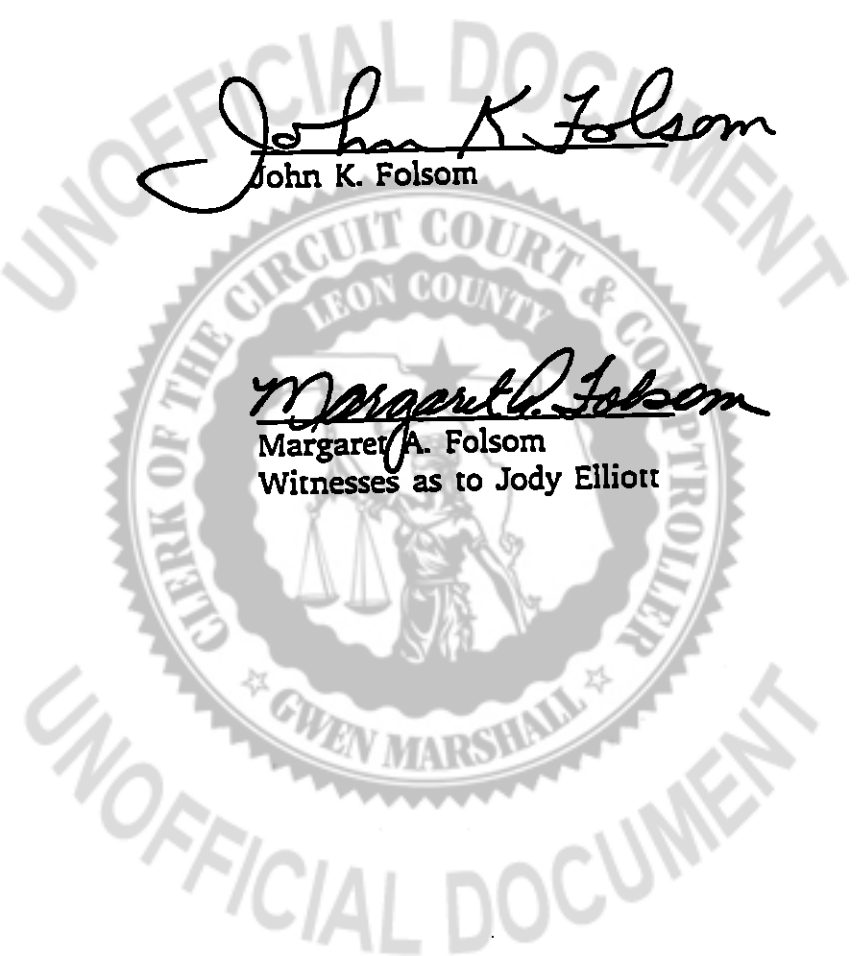
Signed, sealed and delivered in our presence as Witnesses:

OCHLOCKNEE MANAGEMENT CORPORATION

John K. Folsom
John K. Folsom

By: Jody Elliott
Jody Elliott, as it Vice President and Not Individually

Margaret A. Folsom
Margaret A. Folsom
Witnesses as to Jody Elliott



STATE OF FLORIDA

DP1560PC2099

COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared JODY ELLIOTT, Vice President of Ochlocknee Management Corporation, a Georgia Corporation, personally known to me to be the person described in and who executed the foregoing instrument and she acknowledged to me that she executed the same on behalf of said corporation for the uses and purposes therein expressed and she did not take an oath.

WITNESS my hand and official seal this 5th day of May 1992.

Margaret A. Folsom

Margaret A. Folsom
NOTARY PUBLIC
State of Florida at Large

My Commission Number is CC114966
My Commission Expires June 04, 1995

Notary Public, State of Florida
My Commission Expires June 4, 1995
Bonded thru Troy Fair - Insurance Inc.

For good and valuable consideration, the receipt whereof is hereby acknowledged, Wellington Park Condominium Association, Inc., a Florida corporation, not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, Wellington Park Condominium Association, Inc. has caused these presents to be signed in its name the day and year first above written.

Signed, sealed and delivered
in our presence as Witnesses:

WELLINGTON PARK CONDOMINIUM
ASSOCIATION, INC.

John K. Folsom
John K. Folsom

By: *Marshall R. Cassidy, Jr.*
Marshall R. Cassidy, Jr., as its President
and Not Individually

Margaret A. Folsom
Margaret A. Folsom
Witnesses as to Marshall R. Cassidy, Jr.

DR1560PC2100

STATE OF FLORIDA

COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared MARSHALL R. CASSEDY, JR., President of Wellington Park Condominium Association, Inc. a Florida Corporation, personally known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same on behalf of said corporation for the uses and purposes therein expressed and he did not take an oath.

WITNESS my hand and official seal this 5th day of May 1992.

Margaret A. Folsom

Margaret A. Folsom

NOTARY PUBLIC

State of Florida at Large

My Commission Number is CC114966
My Commission Expires June 04, 1995

Notary Public, State of Florida
My Commission Expires June 4, 1995
Bonded thru Troy Farm Insurance Inc.

WELLINGTON PARK, A CONDOMINIUM

0.608 ACRES +/-

JOINT F. COURT-SUBJECT
NORTHWEST CORNER OF THE NORTHEAST
QUARTER OF SEC. 37 TOWNSHIP-23-N. RANGE
OF SEC. 17 RANGE-23-N. T. 23-N. R. 23-W.
RANGE-1-EAST. T. 23-N. COUNTY, ILLINOIS.

KERRY FOREST PARKWAY

CONDOMINIUM BOOK PAGE

GENERAL NOTES

1. READING MAKE TAKEN ON THE COURTESY RIGHT-OF-WAY OF KERRY FOREST PARKWAY.
2. COMMON ELEMENTS ARE DEFINED IN THE DECLARATION OF CONDOMINIUM.
3. ALL LANDS NOT LOCATED WITHIN THE UNIT SUBDIVISIONS AS DESCRIBED AND COMMON ELEMENTS, ARE COMMON ELEMENTS.
4. IMPROVEMENTS: WITHIN THE COMMON ELEMENTS, SUCH AS, BUT NOT LIMITED TO, MAINTENANCE, WATER LINES, STORM DRAINAGE, SANITARY SEWERS, JOURNALS, TREES AND LANDSCAPE PLANTINGS SHALL NOT BE IN CHARGE.

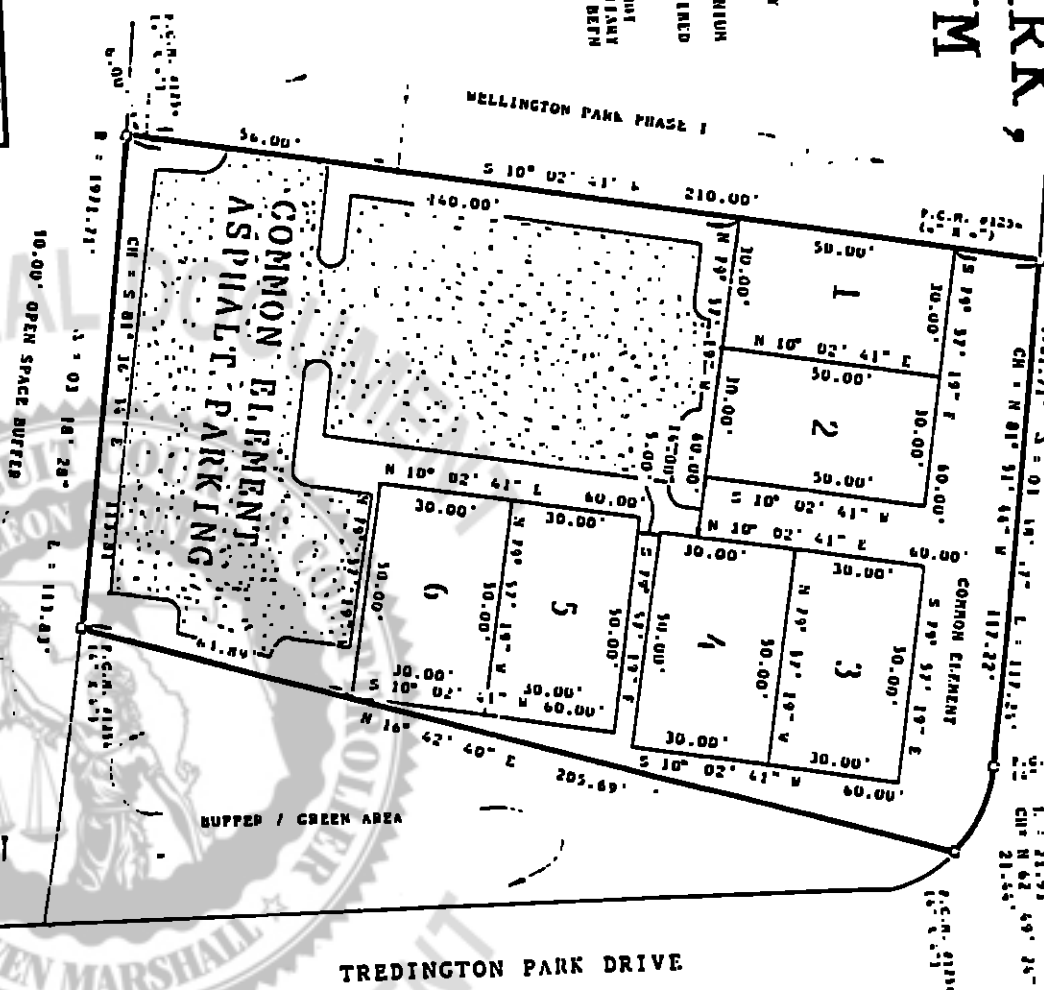


TABLE 5

1. The above plan and specifications are prepared in accordance with the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1.

2. The above plan and specifications are prepared in accordance with the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1.

3. The above plan and specifications are prepared in accordance with the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1.

4. The above plan and specifications are prepared in accordance with the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1.

5. The above plan and specifications are prepared in accordance with the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1.

6. The above plan and specifications are prepared in accordance with the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1.

7. The above plan and specifications are prepared in accordance with the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1.

8. The above plan and specifications are prepared in accordance with the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1.

9. The above plan and specifications are prepared in accordance with the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1.

10. The above plan and specifications are prepared in accordance with the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1, and the provisions of the Illinois Condominium Property Act, Chapter 70, Section 1.1-1.1.



Exhibit "1"

WELLINGTON PARK, A CONDOMINIUM

OVERALL BOUNDARY DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2-N, RANGE 1-E, LEON COUNTY, FLORIDA AND RUN THENCE NORTH 89 DEGREES 54 MINUTES 53 SECONDS EAST 101.90 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF KIRBY FOREST PARKWAY; THENCE SOUTH 16 DEGREES 52 MINUTES 10 SECONDS WEST 101.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID KIRBY FOREST PARKWAY; FOR THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING TRAVE SAID RIGHT-OF-WAY AND RUN SOUTH 10 DEGREES 02 MINUTES 41 SECONDS WEST 210.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1921.71 FEET, THROUGH A CENTRAL ANGLE OF 93 DEGREES 18 MINUTES 28 SECONDS, FOR AN ARC DISTANCE OF 113.61 FEET (THE CHORD OF SAID ARC BEING SOUTH 81 DEGREES 16 MINUTES 14 SECONDS EAST 113.61 FEET); THENCE NORTH 16 DEGREES 52 MINUTES 10 SECONDS EAST 205.69 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY BOUNDARY OF KIRBY FOREST PARKWAY; SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHWEST; THENCE WESTERLY ALONG SAID CURVE WITH A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 61 DEGREES 16 MINUTES 09 SECONDS, FOR AN ARC DISTANCE OF 21.33 FEET (THE CHORD OF SAID ARC BEING NORTH 92 DEGREES 59 MINUTES 21 SECONDS WEST 21.33 FEET) TO A POINT OF REVERSE CURVE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY CURVE WITH A RADIUS OF 1761.71 FEET, THROUGH A CENTRAL ANGLE OF 03 DEGREES 18 MINUTES 17 SECONDS, FOR AN ARC DISTANCE OF 117.25 FEET (THE CHORD OF SAID ARC BEING NORTH 81 DEGREES 51 MINUTES 54 SECONDS EAST 117.22 FEET) TO THE POINT OF BEGINNING.

CONTAINING 0.406 ACRES MORE OR LESS.

UNIT BOUNDARIES

EACH UNIT SHALL INCLUDE THAT PART OF THE CONDOMINIUM PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES SHALL BE DETERMINED IN THE FOLLOWING MANNER:

A. UPPER AND LOWER BOUNDARIES:

THE UPPER AND LOWER BOUNDARIES OF EACH UNIT SHALL BE DETERMINED IN THE SAME MANNER AS PROVIDED FROM TIME TO TIME BY THE LAWS OF THE STATE OF FLORIDA EITHER IN FORCE FOR THE DETERMINATION OF BOUNDARIES AND RIGHTS OF AN OWNER OF A PARCEL OF REAL PROPERTY OWNED IN THE SIMPLE, NOT SUBJECT TO CONDOMINIUM OWNERSHIP.

B. PERIMETRICAL BOUNDARIES:

THE PERIMETRICAL BOUNDARIES OF EACH UNIT SHALL BE THE VERTICAL PROJECTIONS OF THE UNIT BOUNDARY LINES AS DEPICTED ON THE PLAN SHOWN ON THE ATTACHED SHEET 2 OF 2.

GENERAL NOTES

1. BEARING BASE TAKEN ON THE SOUTHERLY RIGHT-OF-WAY OF KIRBY FOREST PARKWAY.
2. COMMON ELEMENTS ARE DEFINED IN THE DECLARATION OF CONDOMINIUM AND SUCH HEREON ARE COMMON ELEMENTS.
3. ALL LANDS NOT LOCATED WITHIN THE UNIT BOUNDARIES AS DESCRIBED AND SUCH HEREON ARE COMMON ELEMENTS.
4. IMPROVEMENTS WITHIN THE COMMON ELEMENTS, SUCH AS, BUT NOT LIMITED TO WATER METERS, WATER LINES, STORM DRAINS, SANITARY SEWERS, SIDEWALKS, TREES AND LANDSCAPE FEATURES HAVE NOT BEEN LOCATED.
5. SEE SHEET 2 OF 2 ATTACHED HERETO FOR PLOT PLAN.

CERTIFICATE OF SURVEY

I, KENNETH L. WHITE, BEING A PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT A BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY WAS MADE UNDER MY DIRECTION ON MARCH 10, 1971 AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THE SURVEY REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH UNDER CHAPTER 21-114-6, OF THE FLORIDA ADMINISTRATIVE CODE AND CHAPTER 172, OF THE FLORIDA STATUTES. THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN HEREON IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ADEQUATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

DATE OF SURVEY	1971
DATE OF THIS CERTIFICATE	1971
NAME OF SURVEYOR	Kenneth L. White
ADDRESS	1000 5th St. N. Tallahassee, Florida 32303
PHONE	904-224-1111
EXPIRES	1973
REMARKS	



BY-LAWS DP1560PC2103
OF
WELLINGTON PARK CONDOMINIUM ASSOCIATION, INC.

A Corporation Not For Profit Under
The Laws Of The State Of Florida

These are the By-Laws of Wellington Park Condominium Association Inc., (hereinafter called "Association"), a Corporation Not For Profit, incorporated under the laws of Florida and filed in the Office of the Secretary of State on the 28th day of April 1992. The Association has been organized for the purpose of administering Wellington Park, a Condominium created pursuant to Chapter 718, Florida Statutes, as amended, (hereinafter called "Condominium Act").

SECTION 1. Association.

1.1 Office. The Office of the Association shall be at 1282 Timber Lane Road, Tallahassee, FL 32312, or such other place as shall be selected by a majority of the Board of Directors.

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

1.3 Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "Not For Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

1.4 Terms. All terms used herein shall have the same definitions as

attributed to them in the Declaration of Condominium Ownership of Wellington Park, A Condominium.

DP1560P2104

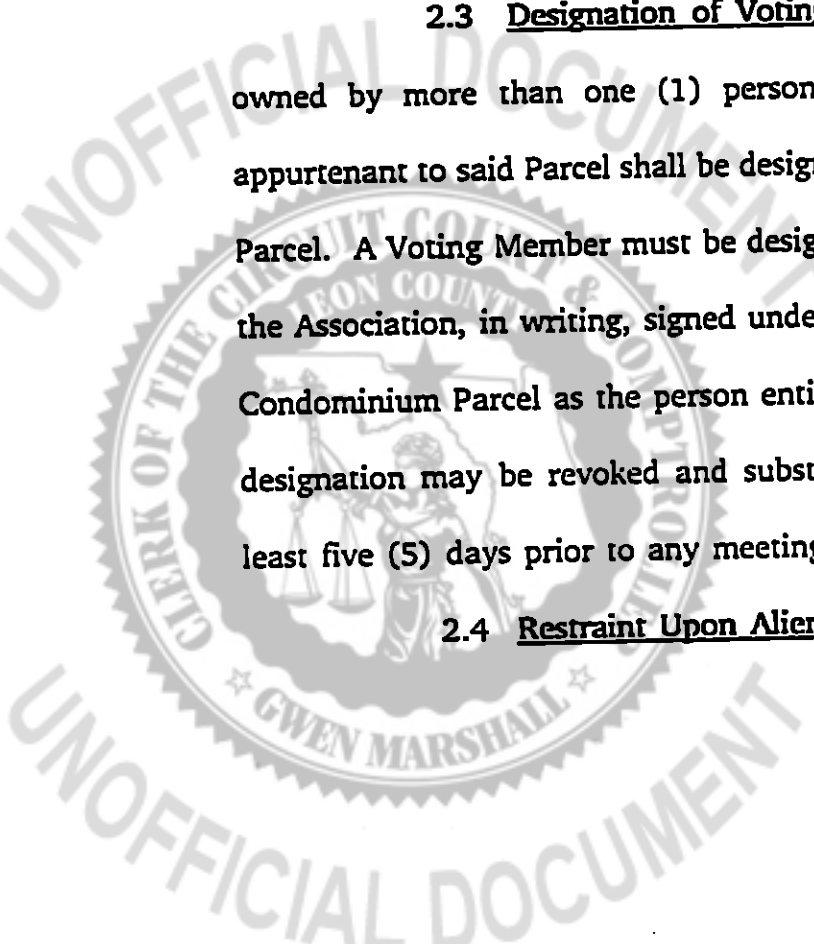
SECTION 2. Members.

2.1 Qualification. The members of the Association shall consist of all persons owning a vested present interest in the fee title to any Condominium Parcel in Wellington Park, A Condominium.

2.2 Membership. Membership in the Association shall be established by recording in the Public Records of Leon County, Florida, a Deed or other instrument establishing a record title to a Condominium Parcel, and delivery to the Association of a certified copy of such instrument. The grantee in such instrument shall immediately become a member of the Association. The membership of any prior owner of the same Condominium Parcel shall be terminated upon delivery to the Association of a certified copy of the Deed or other instrument as aforesaid.

2.3 Designation of Voting Representative. If a Condominium Parcel is owned by more than one (1) persons, the Unit Owner entitled to cast the vote appurtenant to said Parcel shall be designated by the Owners of a majority interest in the Parcel. A Voting Member must be designated by a statement filed with the Secretary of the Association, in writing, signed under oath by the owners of a majority interest in a Condominium Parcel as the person entitled to cast the vote for all such members. The designation may be revoked and substitute voting member designated at any time at least five (5) days prior to any meeting.

2.4 Restraint Upon Alienation of Assets. The share of a member in the



funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Condominium Parcel.

GF1560PP2105

SECTION E. Members' Meetings.

3.1 **Place.** All meetings of the members of the Association shall be held at the office of the Association or such other place as may be stated in the notice of the meeting.

3.2 **Membership List.** At least fourteen (14) days before every election of Directors, a complete list of the Voting Members of the Association, arranged numerically by Unit Number, shall be prepared by the Secretary. Such list shall be kept at the office of the Association and shall be open to examination by any member at any such time.

3.3 **Regular Meetings.** Regular meetings of the members of the Association shall be held on the first business day in September of each year.

3.4 **Special Meetings.**

3.4.1 Special meetings of the members for any purpose may be called by the President, and shall be called by the President or Secretary at the request, in writing, or a majority of the Board of Directors or a majority of the voting members. Such request shall state the purpose of the proposed meeting.

However, a special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the Unit Owners giving notice of the meeting as required herein, and the notice must state the purpose of the meeting.

3.4.2 Business transacted at all special meetings shall be confined to the

objects stated in the notice thereof.

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3.5 Notice. Written notice of every meeting, special or regular, of the members of the Association, stating the time, place and object thereof, shall be delivered or mailed to each Voting Member at such member's address as shown in the books of the Association at least fourteen (14) days prior to such meeting.

3.6 Participation. All members shall be entitled to participate in any meeting of the Association but only Voting Members shall have the right to vote on any matter brought before such meeting.

3.7 Proxies. At any meeting of the members of the Association the Voting Member shall be entitled to vote in person or by proxy. No proxy shall be valid unless it is filed with the Secretary at least five (5) days prior to a meeting, nor shall any proxy be valid unless it is granted to a person who is a Unit Owner. No proxy vote may be cast on behalf of a Voting Member who is present at a meeting. Limited or general proxies may be voted only as provided by 718.112, Florida Statutes.

3.8 Vote Required to Transact Business. When a quorum is present at any meeting, the majority of Voting Members shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of the Condominium Act or the Declaration of Condominium Ownership, Articles of Incorporation or these By-Laws (hereinafter "Condominium Documents"), the express provision shall govern and control the number of votes required.

3.9 Quorum. Fifty-one (51%) percent or greater of the total number of Voting Members of the Association present in person or represented by proxy, shall

constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, or the Condominium Documents. If a quorum is present at any meeting, the Voting Members may continue the meeting from time to time, without notice other than announcement at the meeting. Any business may be transacted at the continuation of any adjourned meeting which would have been transacted at the meeting called.

SECTION 4. Directors.

4.1 **Number.** The affairs of the Association shall be managed by a Board of Directors. There shall be three (3) Directors elected at large by all Voting Members of this Association.

4.2 **Term.** Each Director shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify.

4.3 **Vacancy and Replacement.** If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.4 **Election of Directors.** Election of Directors shall be conducted in the following manner:

4.4.1 Directors shall be elected at the annual meeting of the members.

4.4.2 The election shall be by written ballot. The nominees receiving the greatest number of votes cast shall be elected to the Board.

4.5 Removal. Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the Unit Owners giving notice of the meeting as required herein, and the notice must state the purpose of the meeting.

4.6 Powers and Duties of Board of Directors. All of the powers and duties of the Association under the Condominium Act and the Condominium Documents shall be exercised by the Board of Directors, or its delegate, subject only to approval by Unit Owners and institutional mortgagees when such approval is specifically required. The powers and duties of the Directors shall include, but are not limited to the following:

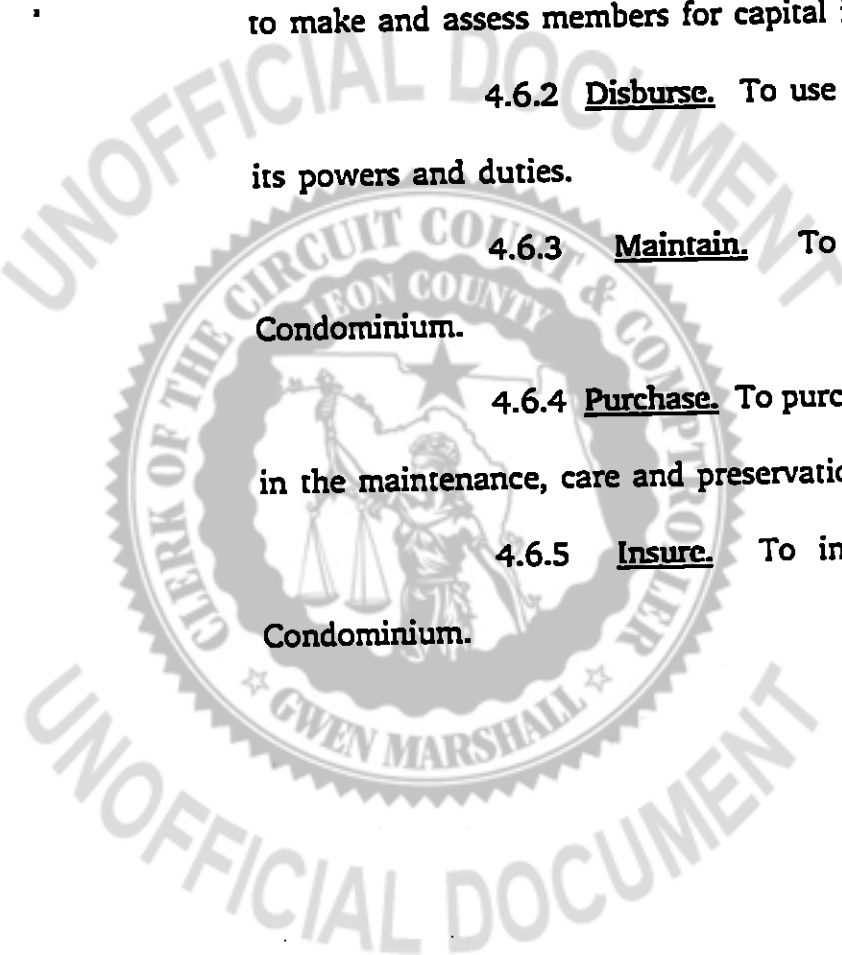
4.6.1 Assess. To make and collect assessments against members to pay the Common Expenses and the expenses incurred by the Association including the power to make and assess members for capital improvements and replacements.

4.6.2 Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

4.6.3 Maintain. To maintain, repair, replace and operate the Condominium.

4.6.4 Purchase. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

4.6.5 Insure. To insure and keep insured the Property of the Condominium.



4.6.6 Enforce. To enjoin or seek damages from the Unit Owners for violation of these By-Laws and the terms and conditions of the Declaration of Condominium Ownership.

4.6.7 Employ. To employ and contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purpose. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

4.7 Annual Statement. The Board will present a full and clear statement of the business and condition of the corporation at the annual meeting of the members.

4.8 Compensation. The Directors shall not be entitled to any compensation for service as Directors.

SECTION 5. Directors' Meetings.

5.1 Organizational Meetings. The first meeting of each new Board elected by the members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the Board shall be held at the same place as the general members' meeting.

5.2 Regular Meetings. Regular meetings of the Board 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 day named for such meeting.

5.3 Special Meetings. Special meetings of the Board may be called by the President on five (5) days notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of two (2) Directors.

5.4 Waiver of Notice. No notice of a Board meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board shall be required.

5.5 Adjourned Meetings. If at any meeting of the Board there is 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.

5.6 Quorum. A quorum at a Director's meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board except when approval by a greater number of Directors is required by the condominium Documents.

5.7 Presiding Officer. The presiding officer of the Directors' meeting shall be the Chairman of the Board, if such an officer has been elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the Directors present shall designate one (1) of their number to preside.

SECTION 6. Officers.

6.1 Officers. The executive officers of the Association shall be a President, Secretary and Treasurer, each of whom shall be elected at the annual meeting of the Board of Directors. Any two (2) of said offices may be held by any one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Corporation. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

6.2 Qualification. No persons shall be entitled to hold office except a Unit Owner. No officer except the President need be a member of the Board.

6.3 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of two-thirds (2/3) of the Voting Members of the Association.

6.4 The President. The President shall be the Chief Executive Officer of the Association; he shall preside at all meetings of the members and the Directors; he shall be an exofficio member of all standing committees; he shall have general

management of the business of the corporation and he shall see that all orders and resolutions of the Board are carried into effect.

6.5 The Secretary.

6.5.1 The Secretary shall keep the minutes of the members' meetings and of the Board of Directors meetings in one (1) or more books provided for that purpose.

6.5.2 He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.

6.5.3 He shall be the custodian of the corporate records and of the seal of the corporation.

6.5.4 He shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.

6.6 The Treasurer.

6.6.1 The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated by the Board of Directors or these By-Laws.

6.6.2 He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors at the regular meetings of the Board, an account of all his transactions as Treasurer, and of the financial condition of the corporation.

6.7 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote,

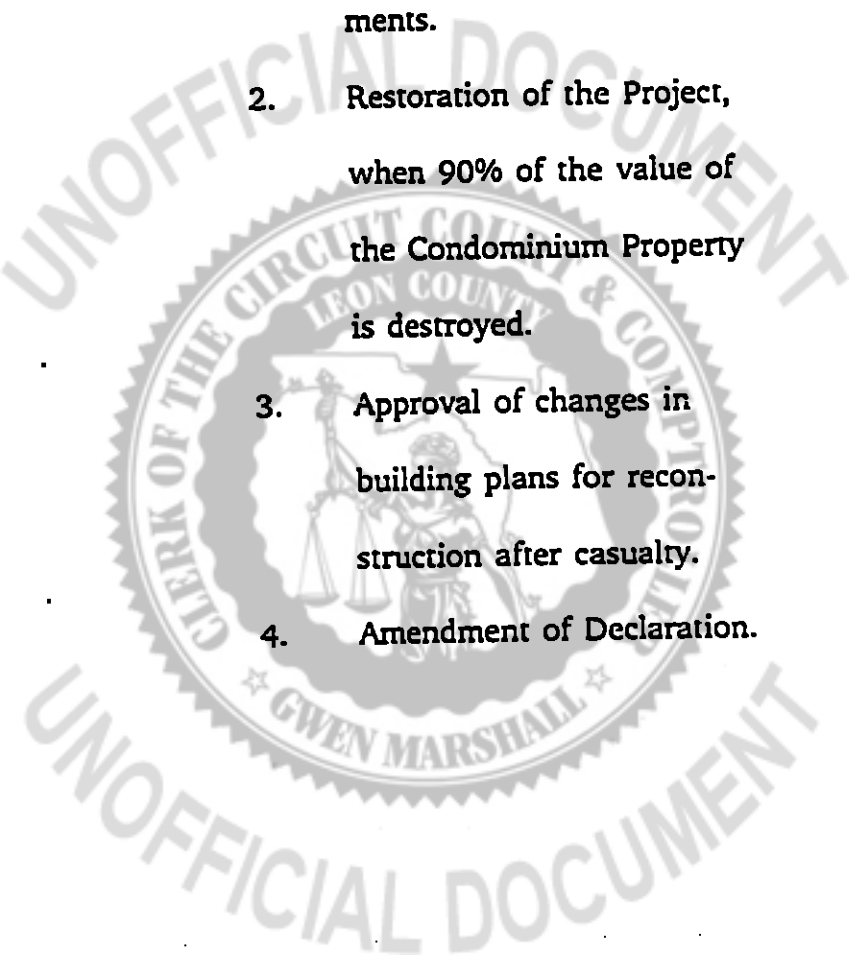
may choose a successor or successors who shall hold office for the unexpired term.

6.8 Resignations. Any Director or officer may resign his office at any time. Such resignation shall be made in writing, and shall take effect at the time of this receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

SECTION 7. Approval by Voting Members.

7.1 The Association shall act through its Board of Directors and only the following matters shall require an affirmative vote of the Voting Members of the Association. As to the Condominium, approval of the Voting Members is required according to the following:

<u>MATTER TO BE APPROVED</u>	<u>APPROVAL REQUIRED</u>
1. Alteration, improvements or addition to the Common Elements.	2/3 of the Owners in such Condominium entitled to vote.
2. Restoration of the Project, when 90% of the value of the Condominium Property is destroyed.	2/3 of the Owners in such Condominium entitled to vote.
3. Approval of changes in building plans for reconstruction after casualty.	2/3 of the Owners in such Condominium entitled to vote.
4. Amendment of Declaration.	2/3 of the Owners in such Condo-



- | | | |
|-----|---|--|
| 5. | Termination of Condominium. | 100% of the Owners in such Condominium entitled to vote, except as otherwise provided in term (2) of this Section 7.1. |
| 6. | Amendment of By-Laws and Articles. | 2/3 of Voting Members, except as specifically provided in the Condominium Documents. |
| 7. | Enactment or repeal of Rules and Regulations. | 2/3 of the Voting Members. |
| 8. | Purchase of a Unit by the Association. | 2/3 of Voting Members of the Association. |
| 9. | Election of Directors and Officers. | Plurality of Voting Members. |
| 10. | Removal of Directors and Officers. | Majority of all Unit Owners. |

7.2 The affirmative vote of a majority of the Board of Directors shall be sufficient to decide any question brought before such Board.

SECTION 8. Conduct of Meeting.

All meetings of the Members and of the Board of Directors shall be

governed by Roberts' Rules of Order, Revised.

SECTION 9. Fiscal Management.

The provisions for fiscal management set forth in the Declaration of Condominium Ownership are supplemented by the following provisions:

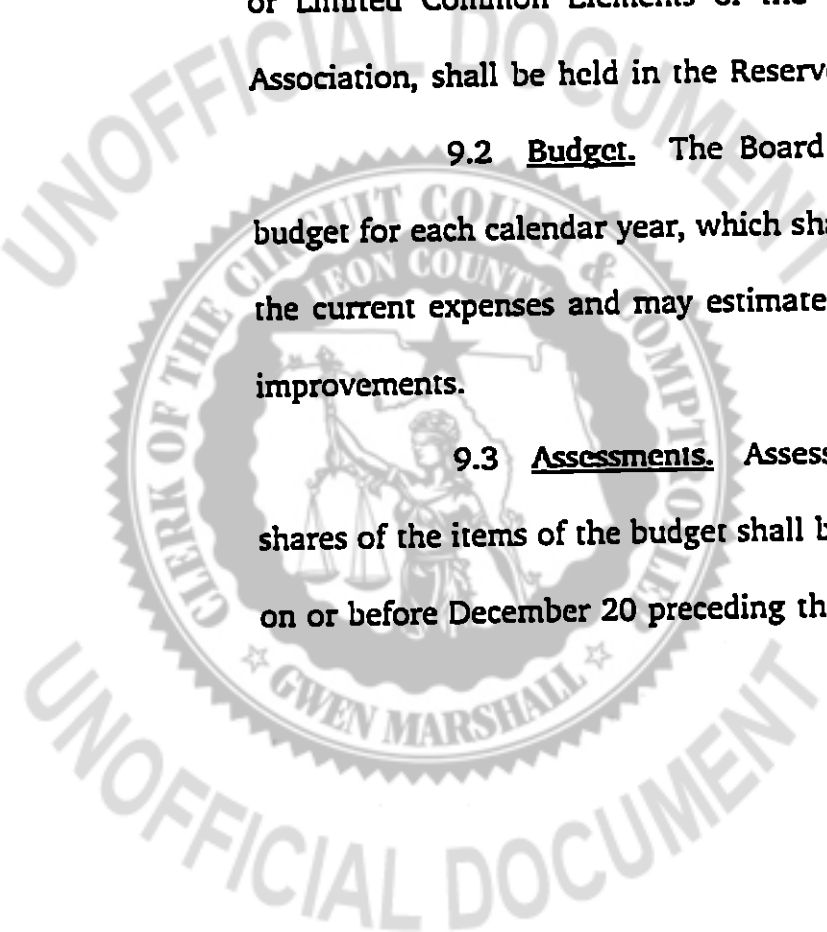
9.1 **Accounts.** The funds and expenditures of the Association shall be credited and charged to the appropriate account as set forth below.

9.1.1 **Current Expenses.** All funds to be expended during the year for the maintenance of the Common Elements and the operation of the Association shall be held in the Current Expense Account. Any balance in this fund at the end of each year may be used to pay Common Expenses incurred in any successive year or may be placed in the Reserve Fund Account.

9.1.2 **Reserve Fund Account.** All funds to be expended for replacement, acquisition and repair of capital improvements which are a part of the Common Elements or Limited Common Elements of the Condominium, and for working capital of the Association, shall be held in the Reserve Fund Account.

9.2 **Budget.** The Board of Directors shall adopt a projected operative budget for each calendar year, which shall include the estimated funds required to defray the current expenses and may estimate the funds necessary to repair or replace capital improvements.

9.3 **Assessments.** Assessments against individual Unit Owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. One-

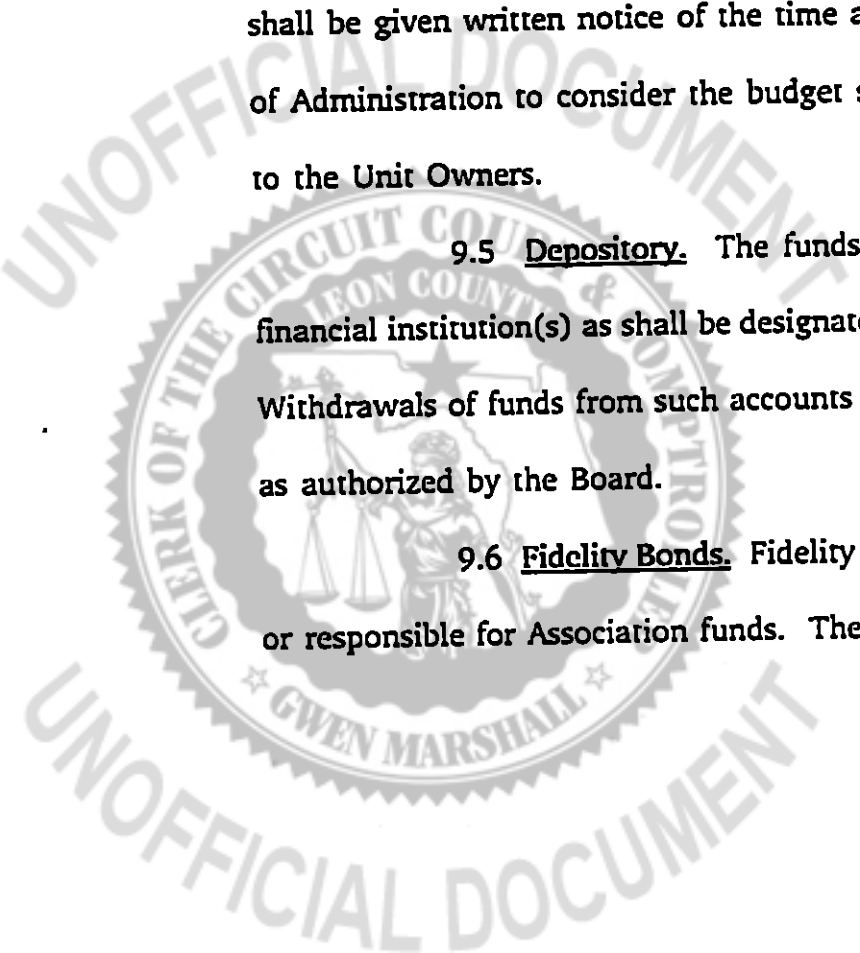


twelfth (1/12) of each Condominium Parcel's assessments shall be due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. The budget and assessments therefore may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board. The Board shall have the power to levy special assessments for unanticipated expenditures.

9.4 A copy of the proposed annual budget of Common Expenses shall be mailed to the Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Unit Owners shall be given written notice of the time and place at which the meeting of the Board of Administration to consider the budget shall be held and such meeting shall be open to the Unit Owners.

9.5 Depository. The funds of the Association will be deposited in such financial institution(s) as shall be designated from time to time by the Board of Directors. Withdrawals of funds from such accounts shall be only by drafts signed by such persons as authorized by the Board.

9.6 Fidelity Bonds. Fidelity Bonds may be required for all persons handling or responsible for Association funds. The amount of such bonds shall be determined by



the Board. The premiums for such bonds shall be paid by the Association .

SECTION 10. Rules and Regulations.

10.1 **As to Common elements.** The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing the operation, use, maintenance, management and control of the Condominium's Common Elements. The Board shall from time to time post in a conspicuous place on the Condominium Property of each Condominium, a copy of the rules and regulations adopted by the Board. Any rules and regulations adopted pursuant hereto shall be reasonable and non-discriminatory.

10.2 **As to Condominium Units.** The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Units; provided, however, that copies of such rules and regulations are furnished to each Owner of a Condominium Parcel prior to the time the same shall become effective. Where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium Property. Any rules and regulations adopted pursuant thereto shall be reasonable and non-discriminatory.

10.3 **Initial Rules and Regulations.** The initial rules and regulations hereinafter enumerated shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times observe said rules and regulations and shall have the responsibility of seeing that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. Said initial rules and regulations are as follows:

10.3.1 Unit Owners shall not use or permit the use of their premises in a manner to create excessive noise, excessive vibration or other results which may be deemed to be obnoxious activity.

10.3.2 Common elements shall not be obstructed, littered, defaced or misused in any manner.

10.3.3 No structural changes or alterations shall be made in any Unit, or to any of the Common Elements, except as provided in the Declaration of Condominium of said Condominium.

10.3.4 All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium of each Condominium are incorporated herein by reference and apply to all members of the Association.

10.3.5 Nothing shall be hung, or displayed on the outside of walls of a building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any other part of the Condominium Property thereof, except with the approval of the Board of Directors. Provided, however, that each Unit Owner may have a sign on or about the entrance way of his Unit with letters which do not exceed four (4) inches in height. All signs must be approved by the Association.

10.3.6 Complaints regarding maintenance shall be made in writing to the Board of Directors.

10.3.7 There shall not be kept in any Unit any inflammable, combustible or explosive fluid, material, chemical or substance except for normal office use.

10.3.8 In case of any emergency originating in or threatening any of the Units, the Board of Directors of the Association, 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 in the event any such emergency shall be immediate. 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.

10.3.9 No Unit Owner shall make any adjustments, whatsoever, to any of the equipment located on the Common Elements without first obtaining the permission of the Association.

10.3.10 No Unit Owner shall use or allow any units to be used for any type activity which would allow animals to be housed or cared for, temporarily or permanently, in a commercially related activity. Animals kept on or in the premises must be leashed and accompanied by a person when outside. When such animals are walked for purposes of relieving themselves, they are limited to those set-back areas determined by the Association.

10.3.11 No Unit Owner shall use or allow others to use the by-ways, entry areas, patios or exposed deck areas for storage. Subject to approval by the Board of Directors, Unit Owners may place lawn furniture and other personal property in the areas governed by this rule.

SECTION 11. Default.

11.1 **Foreclosure.** In the event a Unit Owner does not pay any sums,

charges or assessments required to be paid to the Association within fifteen (15) days from the due date, the Association, acting in its own behalf or through its Board of Directors may foreclose the lien encumbering said unit Owner's Parcel created by non-payment of the required monies in the same manner as mortgage liens are foreclosed. The Association shall have the right to bid on the Condominium Parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, or in addition thereto, the Association may bring suit to recover a money judgement for sums, charges or assessments required to be paid to the Association without waiving its lien securing the same. In any action either to foreclose its lien or to recover a money judgement brought by or on behalf of the Association against a Unit Owner, the Association shall be entitled to recover the costs thereof, together with a reasonable attorney's fee.

11.2 Association Expenses. If the Association becomes the owner of a Condominium Parcel by reason of foreclosure, it may offer said Parcel for sale and, when the sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Condominium Parcel, which shall include but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former Unit Owner.

11.3 Enforcement. In the event of violation of the provisions of the

Condominium Documents as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation, to enforce provisions of the Documents, to sue for damages or take all these such courses of action at the same time, or such other legal remedy it may deem appropriate.

11.4 Consent to Foregoing Provisions. Each Unit Owner for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the availability of other equally adequate legal procedures. Additionally, all Unit Owners expressly agree that should the Association find it necessary to invoke any of the above-specified remedies and the Association is successful, the Unit Owner subject to the action shall be responsible for reasonable attorney's fees and Court costs. It is the intent of all Unit Owners to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from Unit Owners and to preserve each Unit Owner's right to enjoy his Condominium Parcel free from unreasonable restraint and nuisance.

SECTION 12. Mortgage of Unit.

12.1 The Association may maintain a suitable register for the recording of mortgaged Condominium Parcels. Any mortgagee of a Condominium Parcel may, but it is not obligated to, notify the Association in writing, of the mortgage. In the event notice of default is given any member, under an applicable provision of the Condominium Documents, a copy of such notice shall be mailed to the registered mortgagee.

SECTION 13. Amendment of By-Laws.

13.1 By-Laws. The By-Laws of this corporation may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a two-thirds (2/3) vote of the Voting Members of the Association. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium Ownership.

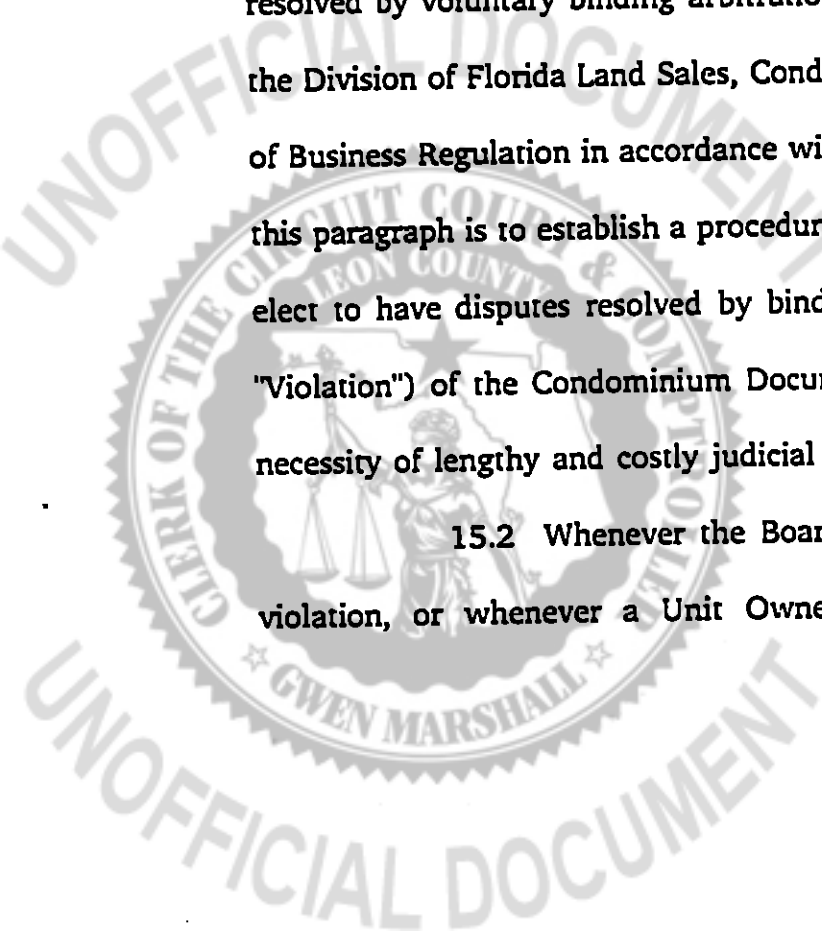
SECTION 14. Parliamentarian.

14.1 Parliamentarian. The Secretary of the condominium shall act as parliamentarian at all meetings of the Board of Directors of the Association. He shall see that all meetings are conducted in an orderly manner in accordance with Section 8 of these By-Laws.

SECTION 15. Voluntary Binding Arbitration of Disputes.

15.1 Internal disputes arising from the operation of Wellington Park, a Condominium among Members, the Association, and their agents and assigns may be resolved by voluntary binding arbitration. Such internal disputes may be arbitrated by the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation in accordance with Section 718.1255 of the Act. The purpose of this paragraph is to establish a procedure whereby Unit Owners and the Association may elect to have disputes resolved by binding arbitration so that any alleged violation (a "Violation") of the Condominium Documents, or the Act, may be resolved without the necessity of lengthy and costly judicial proceedings.

15.2 Whenever the Board concludes that a Unit Owner is engaged in a violation, or whenever a Unit Owner concludes that another Unit Owner of the



Association is engaged in a violation, then if the Board or Unit Owner desires to submit same to arbitration, the Board or Unit Owner who has concluded that there is a violation shall deliver a written notice ("Violation Notice") thereof to the violating party. The Violation Notice shall detail the specifics of the alleged Violation, including the name of the person engaged in the alleged Violation, the date(s) on which the alleged Violation occurred, the nature of the Violation, the names and addresses of all persons who are believed to have knowledge of the facts surrounding the alleged Violation and the relief sought, and shall state that arbitration is desired concerning the alleged Violation. Delivery of the Violation Notice shall constitute an agreement by the person giving same to be bound by arbitration.

15.3 After delivery of the Violation Notice, the alleged violator may consent to have the matter arbitrated and agree to be bound by the arbitration, by delivery of written notice of such election ("Response Notice") to the person giving the Violation Notice, which Response Notice shall specify the defense of the alleged violator and shall include the names and addresses of all persons whom the alleged violator believes have knowledge of the facts surrounding the alleged Violation. In the event that the alleged violator does not consent to have the matter arbitrated, or fails to respond subsequent to the delivery of the Violation Notice, the matter shall not be arbitrated but may proceed in the manner provided by law without prejudice to the right of either party.

15.4 Provided the parties have consented to submit the dispute to arbitration, the parties shall attempt to agree on an arbitrator who need not be a Unit Owner. In the event the parties are unable to agree to an arbitrator, then each party

shall be entitled to appoint one Unit Owner who will act as arbitrator, and the two arbitrators so selected cannot agree as to a third arbitrator, then either party shall have the right to terminate the arbitration without prejudice to their rights to otherwise proceed in the manner provided by law.

15.5 Assuming the arbitrator(s) is selected, an arbitration hearing shall be held at the Condominium Property no later than thirty (30) days from the delivery of the alleged violator's election to arbitrate.


SECTION 16. Incorporation of Section 718.112, Florida Statutes.

16.1 The provisions of 718.112 are specifically adopted and made a part hereof by reference. In the event of any conflict between the provisions of these By-Laws and the provisions of said Statute, the statutory provisions shall prevail.



DR1560PC2125

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WELLINGTON PARK CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 28, 1992, as shown by the records of this office.

The document number of this corporation is N48590.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
28th day of April, 1992.



Jim Smith
Secretary of State

CR2EO22 (2-91)

DP:1560PC:2126

ARTICLES OF INCORPORATION

OF

WELLINGTON PARK CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not For Profit)

FILED
MAR 29 11 12 AM '53

ARTICLE I.

The name of this corporation is WELLINGTON PARK CONDOMINIUM ASSOCIATION, INC.

ARTICLE II.

The purpose for which this corporation is organized is to act as the governing association of WELLINGTON PARK, A CONDOMINIUM, located at Tallahassee, Florida.

ARTICLE III.

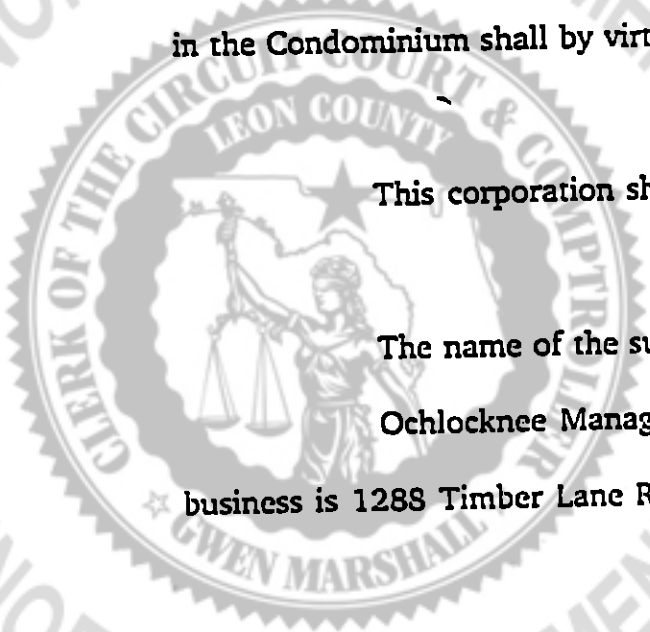
The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a condominium unit in the Condominium shall by virtue of such ownership be a member of this Corporation.

ARTICLE IV.

This corporation shall exist perpetually.

ARTICLE V.

The name of the subscriber to these Articles of Incorporation is as follows:
Ochlocknee Management Corporation, whose principal office and place of business is 1288 Timber Lane Road, Tallahassee, Florida 32312.



UNOFFICIAL DOCUMENT

ARTICLE VI.

The names of the first Board of Directors for this Corporation are:

James Jarrett, 1282 Timber Lane Road, Tallahassee, FL 32312

Marshall R. Cassidy, Jr, 709S Chimney Swift Hollow, Tallahassee, FL 32312

Donald W. Young, 3006 Golden Eagle Drive, Tallahassee, FL 32312

ARTICLE VII.

The name of the Registered Agent and his business address is:

James Jarrett, 1282 Timber Lane Road, Tallahassee, FL 32312

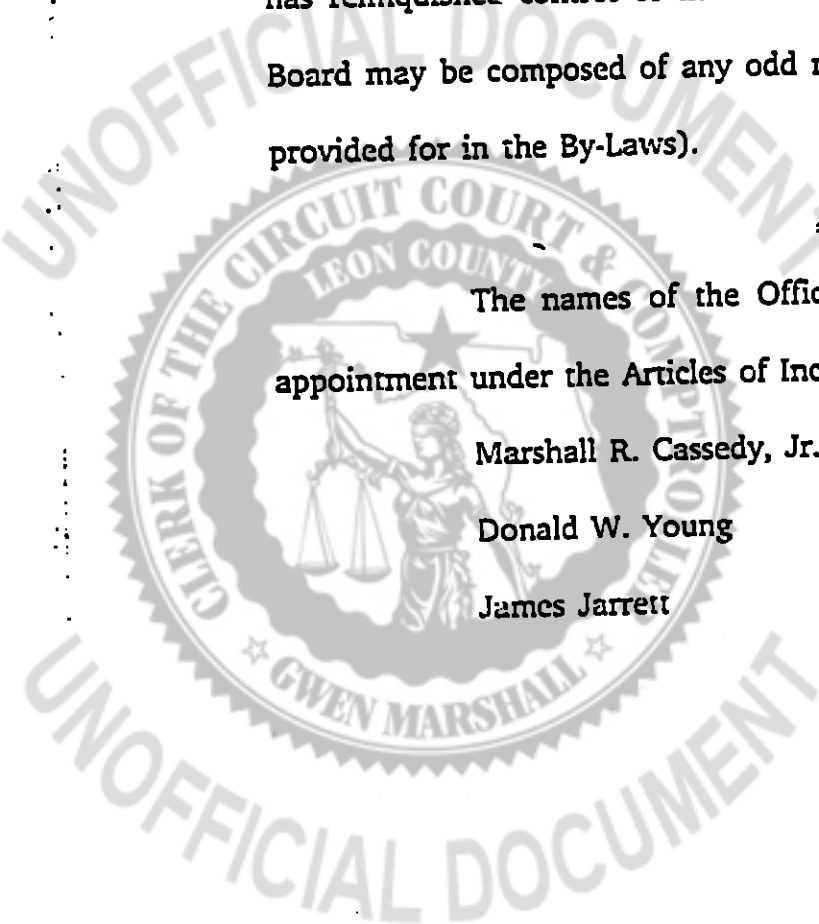
ARTICLE VIII.

The affairs of the corporation are to be managed initially by a Board of three (3) Directors who will be elected each year at the annual meeting of the Condominium Association as provided for in the By-Laws. At such time as the Developer has relinquished control of the Association as provided by the Condominium Act, the Board may be composed of any odd number of Directors that the members decide (as provided for in the By-Laws).

ARTICLE IX.

The names of the Officers who are to serve until the first election or appointment under the Articles of Incorporation are:

Marshall R. Cassidy, Jr.	President
Donald W. Young	Vice President
James Jarrett	Secretary/Treasurer



ARTICLE X.

The By-Laws of the Corporation are to be made, altered or rescinded by a majority vote of the members and directors of the Corporation.

ARTICLE XI.

Amendments to these Articles of Incorporation may be proposed and adopted as follows:

An Amendment may be proposed by either the Board of Directors or by a Unit Owner and may be considered at any meeting of the Owners, regular or special, of which due notice has been given according to the By-Laws, which includes a notice of the substance of the proposed Amendment.

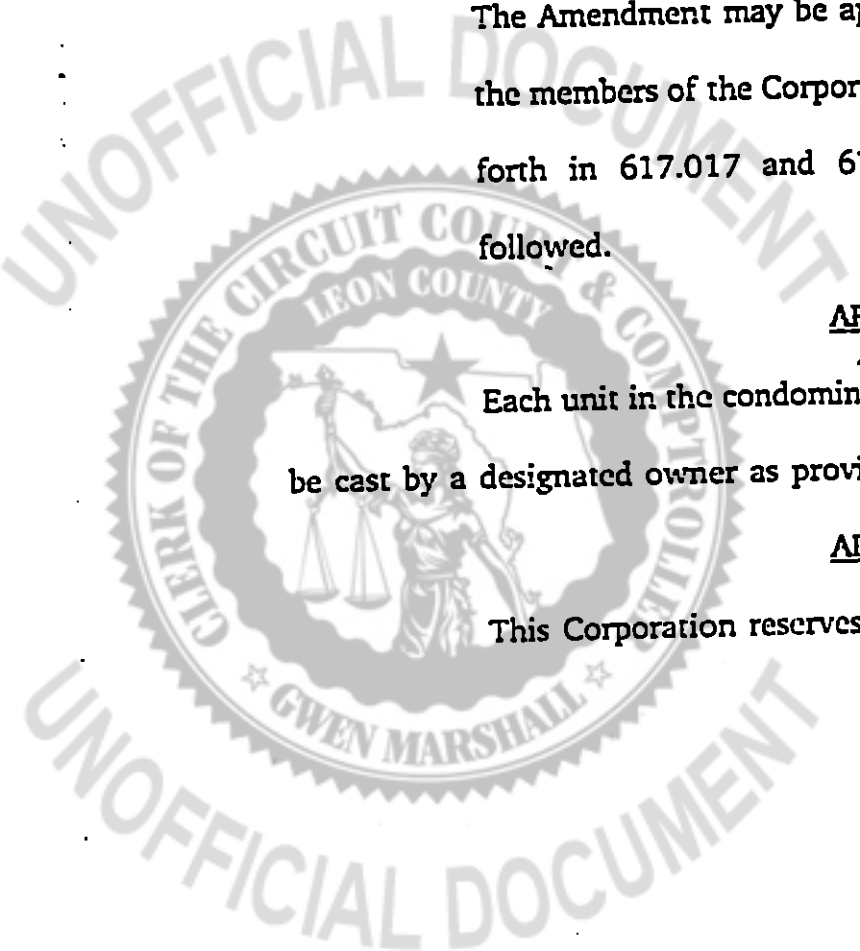
The Amendment may be approved by a vote of a majority of the members of the Corporation. The procedure to amend set forth in 617.017 and 617.018 Florida Statutes shall be followed.

ARTICLE XII.

Each unit in the condominium shall have one (1) full vote, which vote shall be cast by a designated owner as provided for in the Declaration of Condominium.

ARTICLE XIII.

This Corporation reserves the right to amend or repeal any provisions



contained in these Articles of Incorporation.

ARTICLE XIV.

This Corporation shall have all the powers permitted by law together with such additional specific powers as are contained in the Declaration and By-Laws.

ARTICLE XV.

No part of the net earnings of this Corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance, or care of association property or through the rebate of the excess membership dues, fees, or assessments.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 28th day of April 1992.

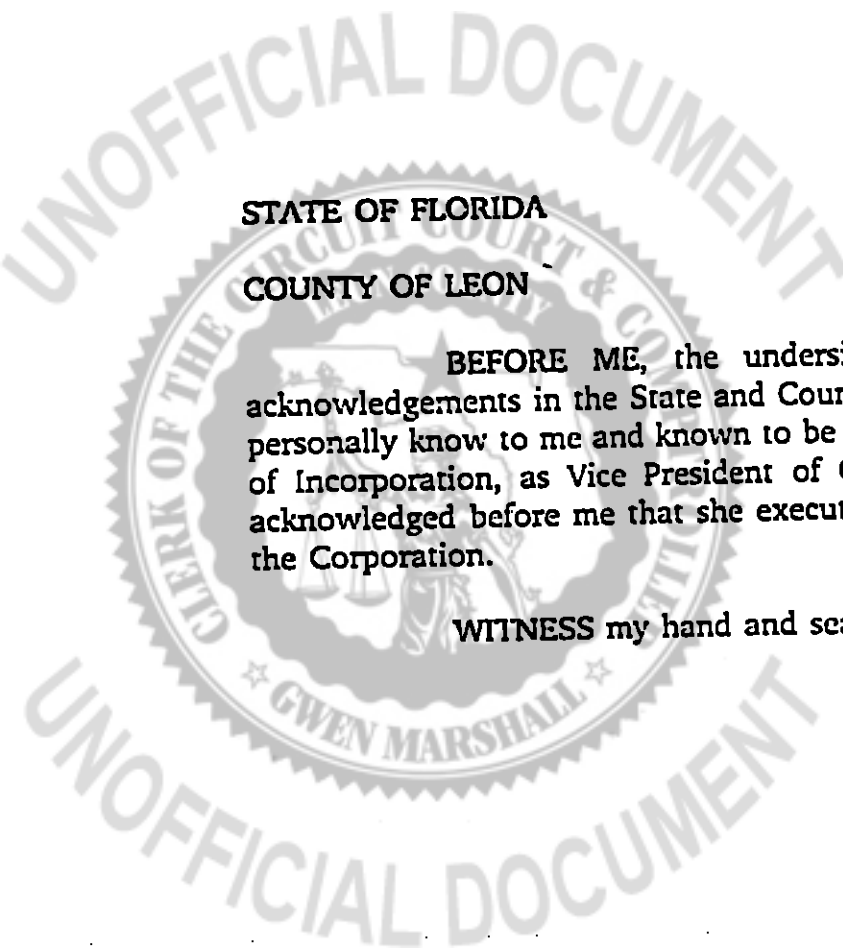
OCHLOCKNEE MANAGEMENT CORPORATION

By: Jody Elliott
Jody Elliott, its Vice President

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned, a Notary Public authorized to take acknowledgements in the State and County aforesaid, personally appeared, Jody Elliott, personally know to me and known to be the person who executed the foregoing Articles of Incorporation, as Vice President of Ochlocknee Management Corporation and she acknowledged before me that she executed those Articles of Incorporation on behalf of the Corporation.

WITNESS my hand and seal this 28th day of April 1992.



Margaret A. Folsom

OR1560PC2130

Margaret A. Folsom
NOTARY PUBLIC
State of Florida at Large

My Commission Number is CC114966
My Commission Expires June 04, 1995

Notary Public, State of Florida
My Commission Expires June 4, 1995
Bonded Through Fidelity Insurance Inc.

CONSENT OF REGISTERED AGENT

James Jarrett, designated by WELLINGTON PARK CONDOMINIUM ASSOCIATION, INC. as its Registered Agent does hereby accept such appointment and does agree to serve as a corporation's Registered Agent to accept services of process within this State. The undersigned is familiar with, and accepts, the obligations of that position.

Dated this 28th day of April 1992.

James Jarrett
James Jarrett

UNOFFICIAL DOCUMENT
UNOFFICIAL DOCUMENT



FILED
1992 APR 29 AM 12:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This instrument was prepared by:
JOHN K. FOLSOM
Attorney at Law
122 South Calhoun Street
Tallahassee, Florida 32301

DR1560PC2131

GRANT OF EASEMENT

THIS INDENTURE, made and entered into this 4th of April 1992, by and between OCHLOCKNEE MANAGEMENT CORPORATION, a Georgia corporation, whose address is 1288 Timber Lane Road, Tallahassee, Florida 32312, party of the first part, and WATHA E. ARD and JIMMIE LOU ARD, ^{J. E. Ard W. E. Ard} ~~husband and wife~~, whose address is Rt. 2, ^{4837 Ballygan Dr. Tallahassee Fla. 32308} Box 461, Tallahassee, Florida 32301, parties of the second part and WELLINGTON PARK CONDOMINIUM ASSOCIATION, INC., a Corporation Not For Profit, whose address is 1282 Timber Lane Road, Tallahassee, Florida 32312, party of the third part, and NCNB National Bank of Florida, party of the fourth part.

WHEREAS, the party of the first part and the parties of the second part are seized in fee simple of lands located in Leon County, Florida described in Exhibit "A" attached hereto, and

WHEREAS, the party of the first part is seized in fee simple of a parcel of land contiguous to the land described in Exhibit "A", which said parcel is described in Exhibit "B" attached hereto, and

WHEREAS, the party of the fourth part is the holder of a mortgage from the parties of the second part, recorded in Official Record Book 1428, Page 1941, of the Public Records of Leon County, Florida which encumbers a part of the property described in Exhibit "A", and

Exhibit "5"

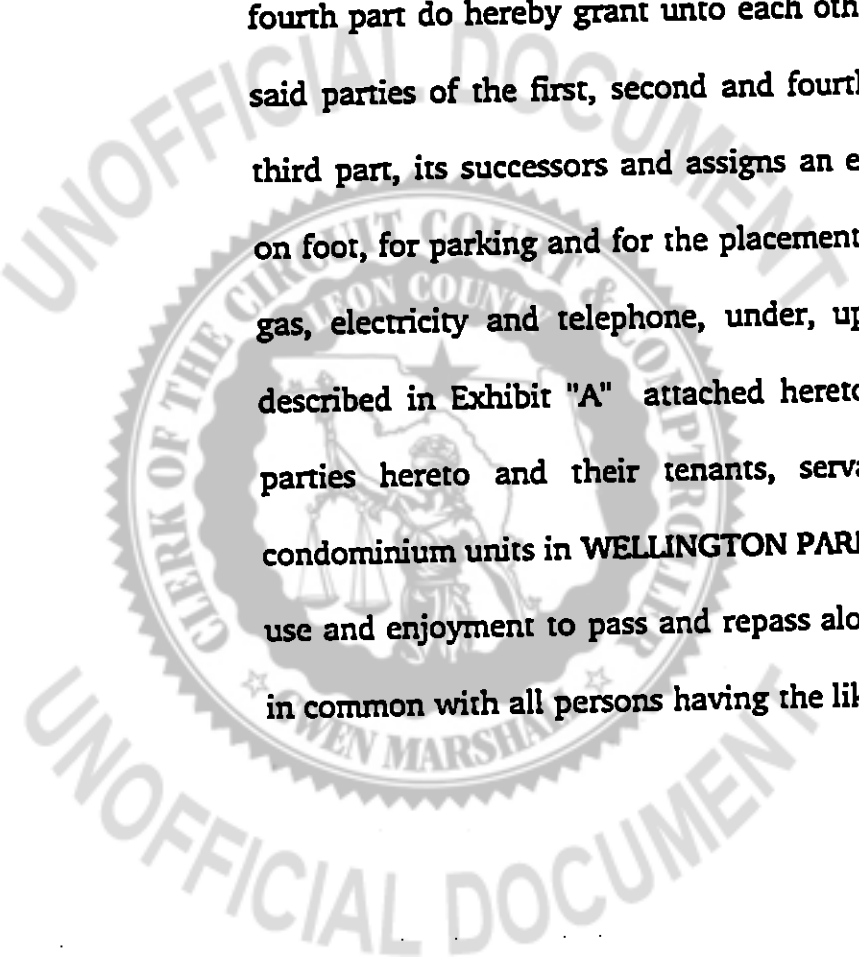
WHEREAS, the party of the first part is in the process of creating a Condominium to be known at WELLINGTON PARK, A CONDOMINIUM, and the land described in Exhibit "B" will be subjected to said Condominium pursuant to the provisions of Chapter 718, Florida Statutes, and

WHEREAS, the party of the third part has been organized to act as the governing Association of WELLINGTON PARK, A CONDOMINIUM, and

WHEREAS, it is the desire of the parties of the first, second and fourth part to give an easement to each other and to the party of the third part as to the real property described in Exhibit "A" attached hereto.

WITNESSETH:

In pursuance of the terms of this Agreement and in consideration of the sum of Ten Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the party of the first part, party of the second part and the party of the fourth part do hereby grant unto each other, their heirs, successors and assigns and the said parties of the first, second and fourth part do hereby grant unto the party of the third part, its successors and assigns an easement for ingress and egress, by vehicle or on foot, for parking and for the placement and maintenance of utilities, including sewer, gas, electricity and telephone, under, upon, over, in and through the real property described in Exhibit "A" attached hereto with full and free right and liberty for the parties hereto and their tenants, servants, visitors and licensees and owners of condominium units in WELLINGTON PARK, A CONDOMINIUM, at all times hereafter, the use and enjoyment to pass and repass along and over said land described in Exhibit "A", in common with all persons having the like right and the said parties of the first, second,



third and fourth part hereby reserve unto themselves, their heirs, successors and assigns and all persons claiming by, through or under them as to any of the property described in Exhibit "A" attached hereto, the right and privilege to jointly use the aforesaid easement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to signed as of the day and year first above written.

Signed and delivered
in the presence of:

OCHLOCKNEE MANAGEMENT
CORPORATION

Ellen L. Hicks
Ellen L. Hicks

By: Jody W. Elliott
Vice-President
Jody W. Elliott

Julie W. Glaze
Julie W. Glaze
Witnesses as to Jody Elliott

Elizabeth A. Farris
ELIZABETH A. FARRIS

Watha E. Ard
WATHA E. ARD

Neil M. Nichols
Neil M. Nichols
Witnesses as to Watha E. Ard and
Jimmie Lou Ard

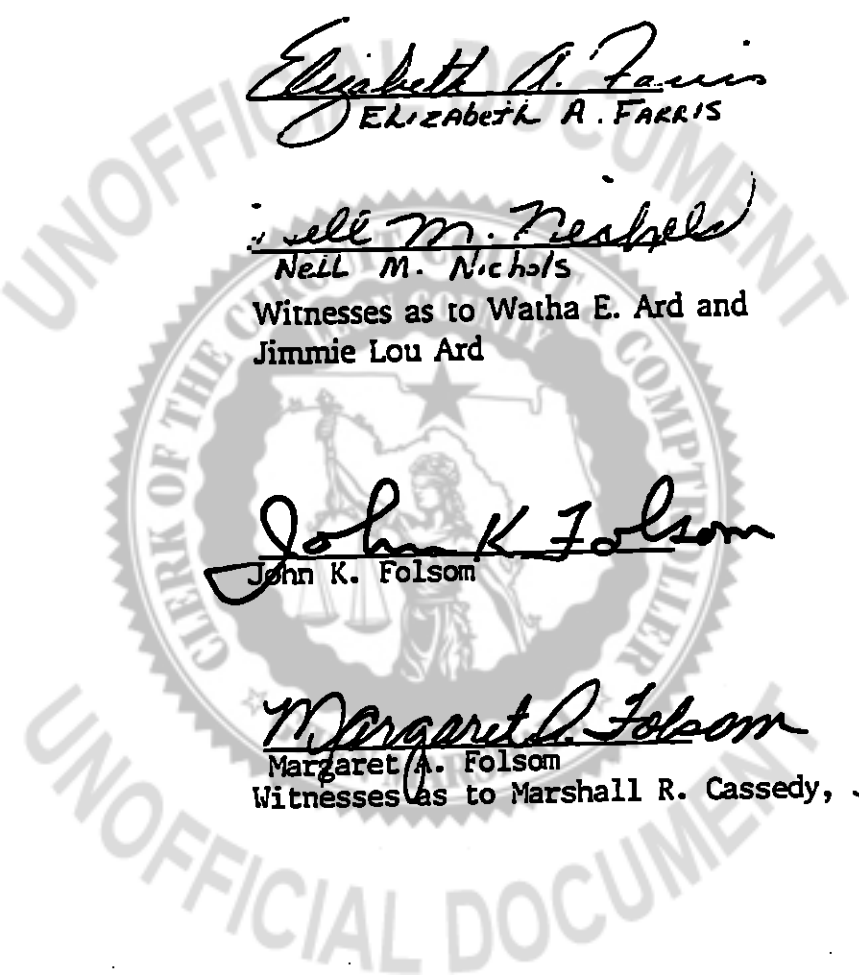
Jimmie Lou Ard
JIMMIE LOU ARD

John K. Folsom
John K. Folsom

WELLINGTON PARK CONDOMINIUM
ASSOCIATION, INC.

By: Marshall R. Cassidy, Jr.
Marshall R. Cassidy, Jr.

Margaret A. Folsom
Margaret A. Folsom
Witnesses as to Marshall R. Cassidy, Jr.



Witnesses as to

OR.1560PC2134

NCNB NATIONAL BANK OF FLORIDA

Sonya K. Daws
Sonya K. Daws

By: Thomas L. Rosa v.p.

Mary C. Durrance
Mary C. Durrance
Witnesses as to Thomas L. Rosa

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30th day of April 1992, by Jody W. Elliott, who has produced _____

_____ as identification or is personally known to me, as Vice

~~President~~ of OCHLOCKNEE MANAGEMENT CORPORATION, a Georgia corporation, on behalf of the corporation and who did (did not) take an oath.

Julie W. Glaze
Julie W. Glaze

NOTARY PUBLIC
State of Florida at Large

My Commission Number is:
CC080188

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/95
BONDED 10000.00 BY THE STATE OF FLORIDA



STATE OF FLORIDA

DP 1560 PC 2135

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4th day of ~~April~~ MAY 1992, by WATHA E. ARD, who has produced FLA Drivers License as identification or is personally known to me and by JIMMIE LOU ARD, who has produced FLA Drivers License as identification or is personally known to me and they did (did not) take an oath.

Elizabeth A. Farris
 Elizabeth A. FARRIS

NOTARY PUBLIC
 State of Florida at Large

My Commission Number is: AA 574889

My Commission Expires: Notary Public, State of Florida At Large
 My Commission Expires May 18, 1992

STATE OF FLORIDA
 COUNTY OF LEON

The foregoing instrument was acknowledged before me this 5th day of ~~April~~ may 1992, by Marshall R. Cassidy, Jr, who has produced FL License # C230-536-54-019 as identification or is personally known to me, as President of WELLINGTON PARK CONDOMINIUM ASSOCIATION, INC., a Florida Not For Profit Corporation, on behalf of the corporation and who did (did not) take an oath.

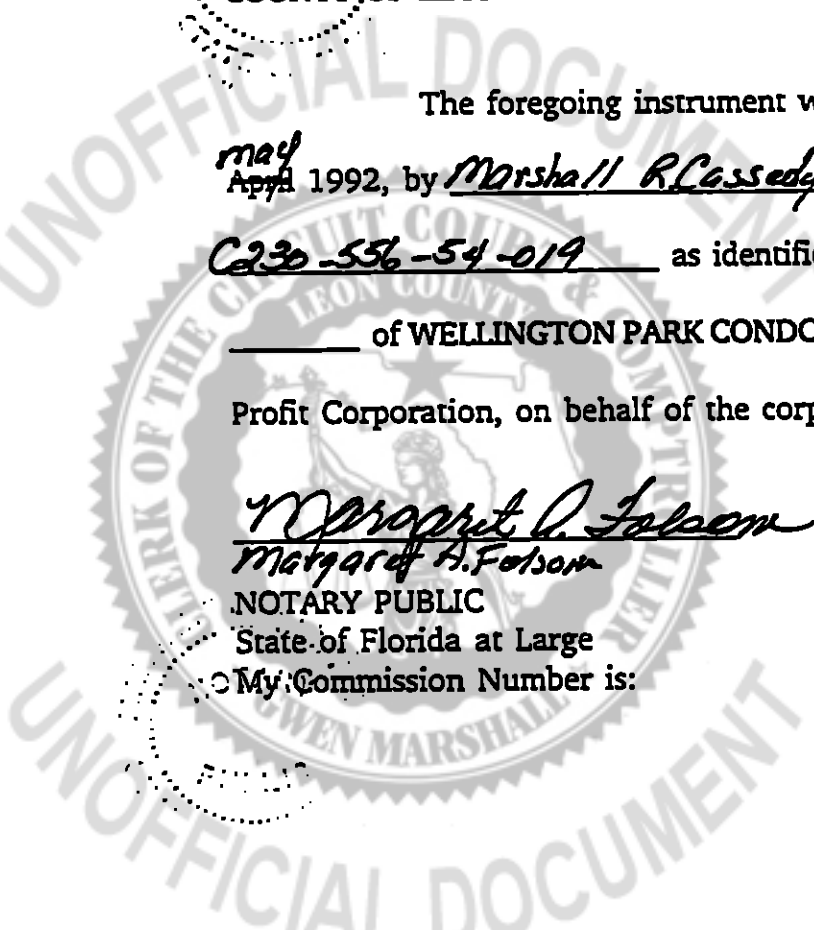
Margaret A. Folsom
 Margaret A. Folsom

NOTARY PUBLIC
 State of Florida at Large

My Commission Number is:

My Commission Expires:

Notary Public, State of Florida
 My Commission Expires June 4, 1995
 Bonded thru Troy Fair - Insurance Inc.



STATE OF FLORIDA

DF.1560PC2136

COUNTY OF LEON

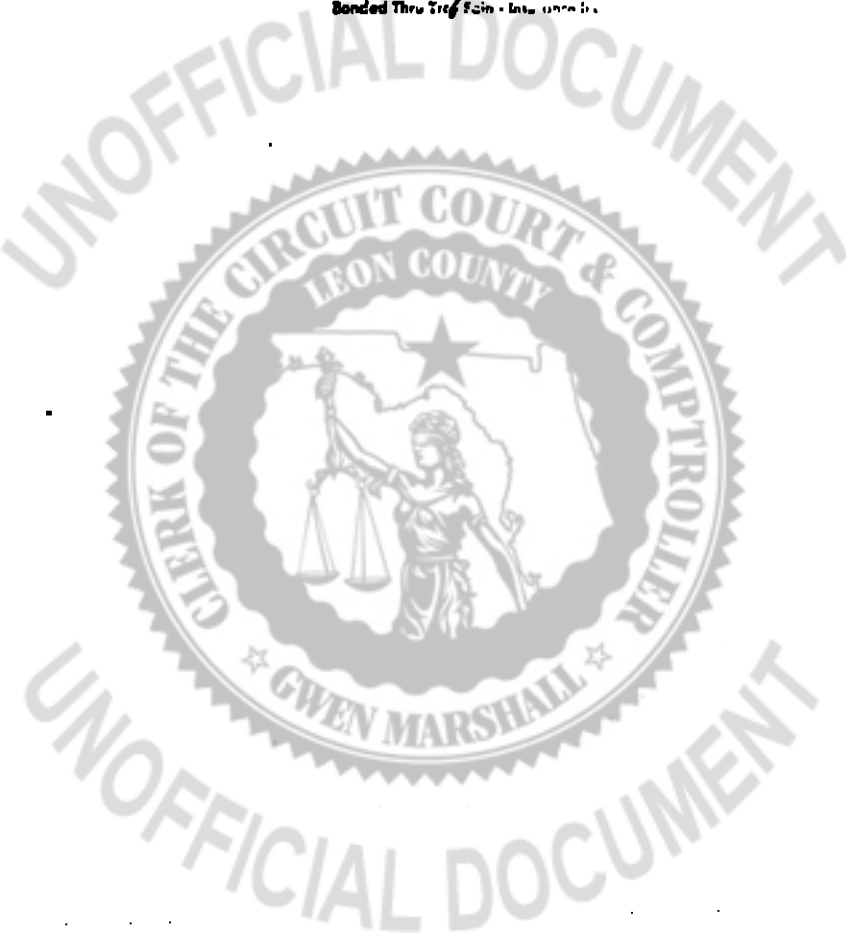
The foregoing instrument was acknowledged before me this 30th day of April 1992, by THOMAS L. ROSA, who has produced _____ as identification or is personally known to me, as Vice Pres. of NCNB NATIONAL BANK OF FLORIDA, a Florida Bank Corporation, on behalf of the corporation and who did (did not) take an oath.

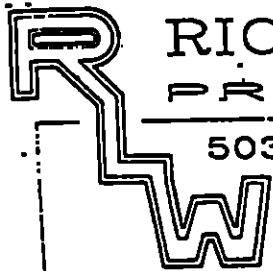
Sonya K. Daws
 NOTARY PUBLIC
 State of Florida at Large

My Commission Number is: AA 584529 My Commission Expires:

~~Notary Public, State of Florida
 My Commission Expires June 21, 1992
 Bonded Thru Troy Cain - Insurance Inc.~~

~~Notary Public, State of Florida
 My Commission Expires June 21, 1992
 Bonded Thru Troy Cain - Insurance Inc.~~





RICHARD L. WHITE & COMPANY, INC.
PROFESSIONAL LAND SURVEYORS

5030 Tennessee Capital Blvd., Tallahassee, Florida 32303
 (904) 576-0074

DP:1560PC2137

ACCESS, DRAINAGE AND UTILITY EASEMENT

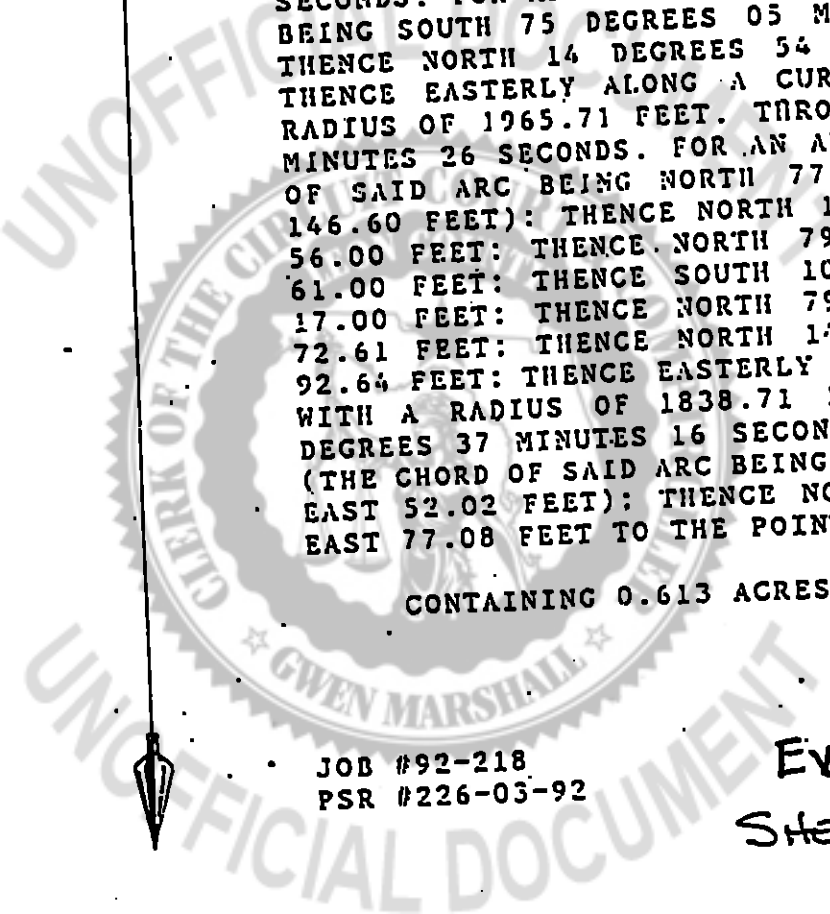
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP-2-NORTH, RANGE-1-EAST, LEON COUNTY, FLORIDA AND RUN THENCE NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 301.90 FEET; THENCE SOUTH 21 DEGREES 46 MINUTES 24 SECONDS WEST 1282.99 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF KERRY FOREST PARKWAY; THENCE SOUTH 18 DEGREES 43 MINUTES 10 SECONDS WEST 101.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID KERRY FOREST PARKWAY, SAID POINT LYING ON A CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG SAID RIGHT-OF-WAY CURVE WITH A RADIUS OF 1761.71 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 11 MINUTES 21 SECONDS, FOR AN ARC DISTANCE OF 67.31 FEET (THE CHORD OF SAID ARC BEING NORTH 78 DEGREES 51 MINUTES 40 SECONDS WEST 67.31 FEET) TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE THENCE ALONG SAID RIGHT-OF-WAY CURVE WITH A RADIUS OF 1761.71 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 19 MINUTES 06 SECONDS, FOR AN ARC DISTANCE OF 102.03 FEET (THE CHORD OF SAID ARC BEING NORTH 76 DEGREES 06 MINUTES 26 SECONDS WEST 102.02 FEET); THENCE LEAVING SAID RIGHT-OF-WAY AND RUN SOUTH 14 DEGREES 54 MINUTES 06 SECONDS WEST 76.00 FEET; THENCE NORTH 75 DEGREES 05 MINUTES 54 SECONDS WEST 97.32 FEET; THENCE SOUTH 18 DEGREES 33 MINUTES 21 SECONDS WEST 62.13 FEET; THENCE SOUTH 75 DEGREES 05 MINUTES 54 SECONDS EAST 101.26 FEET; THENCE SOUTH 14 DEGREES 54 MINUTES 06 SECONDS WEST 72.01 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1971.71 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 09 MINUTES 45 SECONDS, FOR AN ARC DISTANCE OF 40.00 FEET (THE CHORD OF SAID ARC BEING SOUTH 75 DEGREES 05 MINUTES 55 SECONDS EAST 40.00 FEET); THENCE NORTH 14 DEGREES 54 MINUTES 06 SECONDS EAST 6.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1965.71 FEET, THROUGH A CENTRAL ANGLE OF 04 DEGREES 16 MINUTES 26 SECONDS, FOR AN ARC DISTANCE OF 146.63 FEET (THE CHORD OF SAID ARC BEING NORTH 77 DEGREES 49 MINUTES 07 SECONDS EAST 146.60 FEET); THENCE NORTH 10 DEGREES 02 MINUTES 41 SECONDS EAST 56.00 FEET; THENCE NORTH 79 DEGREES 57 MINUTES 19 SECONDS WEST 61.00 FEET; THENCE SOUTH 10 DEGREES 02 MINUTES 41 SECONDS WEST 17.00 FEET; THENCE NORTH 79 DEGREES 57 MINUTES 19 SECONDS WEST 72.61 FEET; THENCE NORTH 14 DEGREES 54 MINUTES 06 SECONDS EAST 92.64 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1838.71 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 37 MINUTES 16 SECONDS, FOR AN ARC DISTANCE OF 52.03 FEET (THE CHORD OF SAID ARC BEING SOUTH 76 DEGREES 50 MINUTES 39 SECONDS EAST 52.02 FEET); THENCE NORTH 14 DEGREES 54 MINUTES 06 SECONDS EAST 77.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.613 ACRES MORE OR LESS.

JOB #92-218
 PSR #226-03-92

EXHIBIT "A"
 Sheet 7 of 15

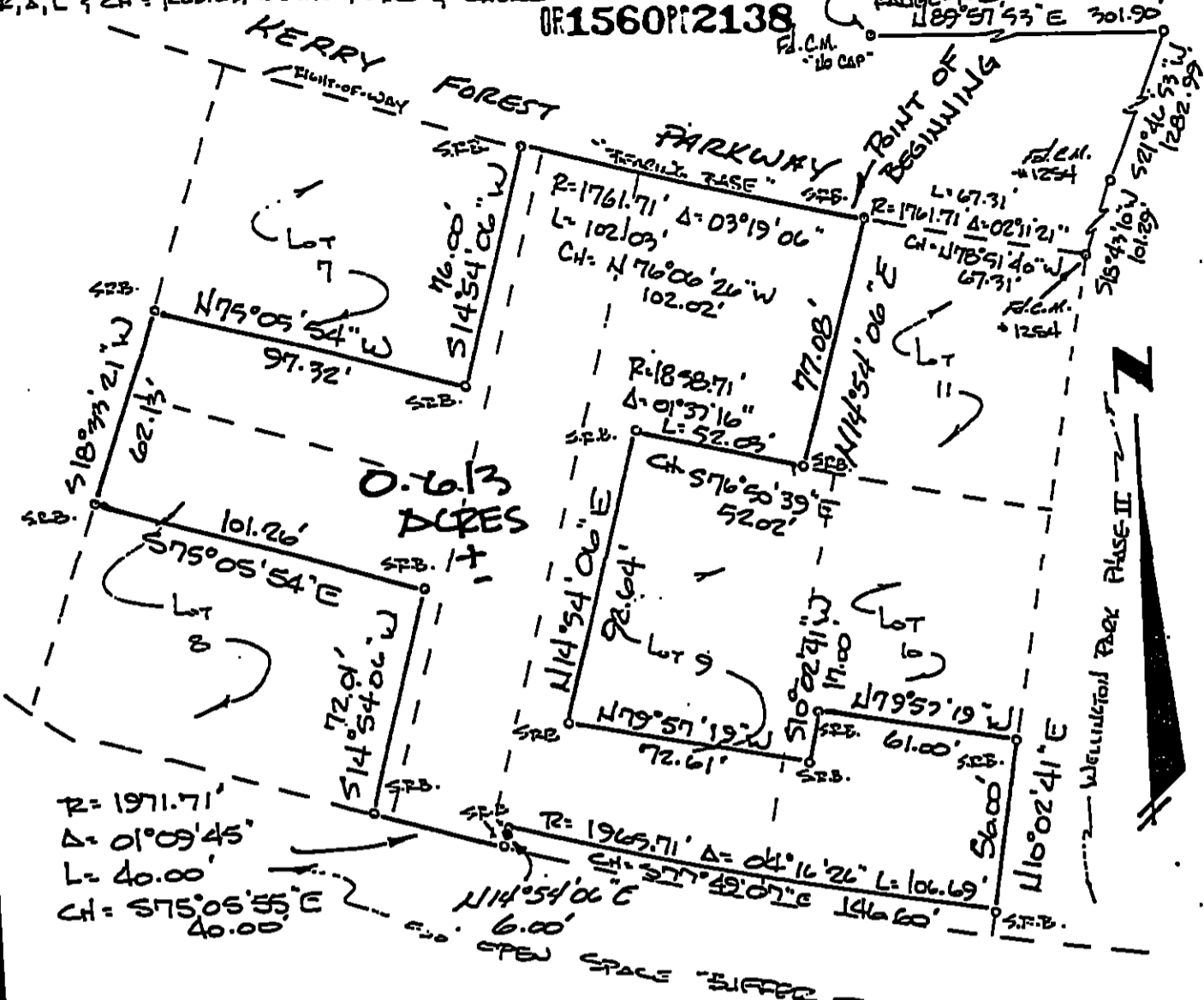


NOTES:

1. BEARING BASED ON SOUTH RIGHT-OF-WAY BOUNDARY OF KERRY FOREST PARKWAY
2. S.P.B. = SET 3/8" RS-BAR WITH CAP - 4816
3. F.C.M. = FOUND 4" x 4" CONCRETE MONUMENT
4. R, Δ, L & CH = RADII, DELTA, ARC & CHORD

Point of Commencement
 NE CORNER, NE 1/4, SW 1/4
 SECTION 27, TOWNSHIP-2, RANGE-1-E
 118°57'53"E 301.90'

OR 1560P:2138



THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

I HEREBY CERTIFY THAT THIS PLAT CONFORMS TO CHAPTER 21-111-6, F.A.C..

Richard L. White
 RICHARD L. WHITE
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE #4816

BOUNDARY SURVEY OF EASEMENT FOR: WELLINGTON PARK PHASE I

R
W
 RICHARD L. WHITE
 & COMPANY, INC.
 PROFESSIONAL LAND SURVEYORS
 (904) 576-0074
 RICHARD L. WHITE
 PROFESSIONAL LAND SURVEYOR

5030 Tennessee Capital Blvd., Tallahassee, Florida 32303

DATE: MARCH 10, 1992
 JOB No.: 91-218
 PSR No.: 226-03-92
 SCALE: 1" = 50'
 FIELD BOOK: 9 PG.: 25
 SHEET 1 OF 2

R RICHARD L. WHITE & COMPANY, INC.
W PROFESSIONAL LAND SURVEYORS

5030 Tennessee Capital Blvd., Tallahassee, Florida 32303
(904) 576-0074

WELLINGTON PARK PHASE II

DP-1560P(2139

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP-2-NORTH, RANGE-1-EAST, LEON COUNTY, FLORIDA AND RUN THENCE NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 301.90 FEET; THENCE SOUTH 21 DEGREES 46 MINUTES 24 SECONDS WEST 1282.99 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF KERRY FOREST PARKWAY; THENCE SOUTH 18 DEGREES 43 MINUTES 10 SECONDS WEST 101.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID KERRY FOREST PARKWAY. FOR THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING LEAVE SAID RIGHT-OF-WAY AND RUN SOUTH 10 DEGREES 02 MINUTES 41 SECONDS WEST 210.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1971.71 FEET. THROUGH A CENTRAL ANGLE OF 03 DEGREES 18 MINUTES 28 SECONDS. FOR AN ARC DISTANCE OF 113.83 FEET (THE CHORD OF SAID ARC BEING SOUTH 81 DEGREES 36 MINUTES 34 SECONDS EAST 113.81 FEET); THENCE NORTH 16 DEGREES 42 MINUTES 40 SECONDS EAST 205.69 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY BOUNDARY OF KERRY FOREST PARKWAY. SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHWEST; THENCE WESTERLY ALONG SAID CURVE WITH A RADIUS OF 30.00 FEET. THROUGH A CENTRAL ANGLE OF 83 DEGREES 46 MINUTES 05 SECONDS. FOR AN ARC DISTANCE OF 21.93 FEET (THE CHORD OF SAID ARC BEING NORTH 62 DEGREES 49 MINUTES 24 SECONDS WEST 21.44 FEET) TO A POINT OF REVERSE CURVE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY CURVE WITH A RADIUS OF 1761.71 FEET. THROUGH A CENTRAL ANGLE OF 03 DEGREES 48 MINUTES 47 SECONDS. FOR AN ARC DISTANCE OF 117.24 FEET (THE CHORD OF SAID ARC BEING NORTH 81 DEGREES 51 MINUTES 44 SECONDS EAST 117.22 FEET) TO THE POINT OF BEGINNING.

CONTAINING 0.608 ACRES MORE OR LESS.

EXHIBIT "B"

SHEET 8 OF 15

WELLINGTON PARK
PHASE II

JOB #92-218
PSR #226-03-92



WELLINGTON PARK

A CONDOMINIUM

OR 1560PC2140

THE PERCENTAGES OF SHARING

COMMON EXPENSES AND OWNING COMMON SURPLUS

Unit 1	1/6
Unit 2	1/6
Unit 3	1/6
Unit 4	1/6
Unit 5	1/6
Unit 6	<u>1/6</u>
TOTAL	6/6

ESTIMATED INITIAL BUDGET

	<u>PER MONTH</u>	<u>PER YEAR</u>
1. Lighting	\$ 5.00	\$ 60.00
2. Landscaping	70.00	840.00
3. Parking Lot	10.00	120.00
4. Miscellaneous: Accounting	30.00	360.00
5. Reserve: Parking & Stripping	<u>120.00</u>	<u>1,440.00</u>
Six Units	\$ 245.00	\$ 2,940.00

Exhibit "6"