

- 3.2 **“Articles” or “Articles of Incorporation”** means the Articles of Incorporation of the Association, as amended from time to time, a copy of which is attached hereto as Exhibit D.
- 3.3 **“Assessment”** means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- 3.4 **“Association” or “Condominium Association”** means Mission Carmel Condominium Association, Inc., a Florida corporation not-for-profit, the sole entity responsible for the operation of the Condominium.
- 3.5 **“Association Property”** means the property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.
- 3.6 **“Board” or “Board of Directors”** means the representative body which is responsible for administration of the Association.
- 3.7 **“Buildings”** means the structures situated on the Condominium Property in which the Units are located.
- 3.8 **“By-Laws”** means the By-Laws of the Association, as they exist from time to time, a copy of which are attached hereto as Exhibit E.
- 3.9 **“Common Elements”** means and includes, the portions of the Condominium Property which are not included in the Units, including, without limitation, the following items:
- (a) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services and/or heating, cooling, ventilation or other services to more than one (1) Unit or to the Common Elements, together with related property and installations.
 - (b) An easement of support in every portion of a Unit which contributes to the support of the Buildings, other Units and/or any part of the Common Elements.
 - (c) The property and installations required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements.
 - (d) Any other part of the Condominium Property designated as Common Elements in this Declaration or the Act.
- 3.10 **“Common Expenses”** means all expenses incurred by the Association for the Condominium and charges assessed or imposed against Units in the

Condominium by the Association as set forth in this Declaration and the Act.

- 3.11 “**Common Surplus**” means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 3.12 “**Condominium Parcel**” means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 3.13 “**Condominium Property**” means the land, improvements and other personal property described in Subsection 2.1 hereof, subject to the limitations thereof and exclusions therefrom.
- 3.14 “**County**” means the County of Lake, State of Florida.
- 3.15 “**Declaration**” or “**Declaration of Condominium**” means this instrument, as it may be amended from time to time.
- 3.16 “**Developer**” means Sonoma Phase II, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
- 3.17 “**Improvements**” means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.
- 3.18 “**Institutional First Mortgagee**” means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association (“FNMA”), the Federal Home Loan Mortgage Corporation (“FHLMC”), any other lender generally recognized as an institutional lender, or the Developer, any of which hold a first mortgage on a Unit or Units or any of the above and any and all investors, or the successors and assigns of such investors which have loaned money to Developer to acquire, or construct improvements upon the Condominium Property and who have a mortgage lien on the Condominium Property securing such a loan. A “Majority of Institutional First Mortgages” shall mean and refer to Institutional First Mortgages of Units by which greater than one-half (½) of the voting interests of Units subject to

mortgages held by Institutional First Mortgagees are encumbered.

- 3.19 “**Limited Common Elements**” means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.
- 3.20 "**Master Developer**" means Packing House By-Products, Inc., the master developer of Mission Inn.
- 3.21 “**Primary Institutional First Mortgage**” means the Institutional First Mortgage which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owned to any other Institutional First Mortgage.
- 3.22 “**Residential Unit**” or “**Unit**” means a Unit intended for residential uses.
- 3.23 “**Residential Unit Owner**” or “**Owner**” means the owner of a Condominium Parcel intended for residential units.
- 3.24 "**Surface Water or Stormwater Management System**" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code.
- 3.25 “**Unit**” means a part of the Condominium Property which is subject to exclusive ownership.
- 3.26 “**Unit Owner**” or “**Owner of a Unit**” means the Owner of a Condominium Parcel intended for residential uses.
- 3.27 “**Utility Service**” means and is intended to include, but not limited to, electric power, gas, telephone, hot and cold water, heating, air-conditioning ventilation systems, garbage and sewage disposal.
4. **Recreational Facilities.** This Condominium does not contain any recreational facilities.

5. **Description of Condominium.**

- 5.1 **Survey and Architectural Exhibits.** The Survey and Architectural Exhibits attached hereto and made a part of this Declaration include the following in Exhibit B: plot plan, survey, graphic description, Unit floor plans and legal description of the Condominium. All of the above are hereinafter referred to as the "Survey and Architectural Exhibits."

At the date of recording of this Declaration, Exhibit B is in sufficient detail to identify the location, dimensions and size of each Unit and the location, dimensions and locations of improvements within the Common Elements and Limited Common Elements. Accordingly, the Condominium as represented in the Survey and Architectural Exhibits has been certified by a Florida Registered Land Surveyor indicating statutory compliance with Section 718.104(4)(e), Florida Statutes.

- 5.2 **Identification of Units.** The Condominium Property consists of the Land (initially Phases 6, 7 and 9) described in Exhibit A-1 attached hereto, together with the buildings and other improvements constructed thereon, which includes the Units, Common Elements and Limited Common Elements. Phases 6, 7 and 9 are identified as such on Exhibit A-1. Exhibit B to this Declaration sets forth the building floor plans for the different types of Units in the Condominium. Each Unit is identified by a separate numerical designation. The designation of each of such Units is set forth on Exhibit B, attached hereto. Exhibit B consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit B, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.

- 5.3 **Reservation of Right to Add Additional Phases and Description of Phases of the Condominium.** The Developer may and hereby reserves the right to develop the Condominium in up to nine (9) Phases, to be designated as Phases 1 through 9. Each Phase has a lot designation in the plot plan located on Exhibit B. All land which may become a part of the Condominium is situated in Lake County, Florida. There will be no time share estates created with respect to any of the Phases that are or might be developed as part of this condominium complex.

- ✦
- (a) **Initial Phase.** The initial Phases of this Condominium (Phases 6, 7 and 9) are declared and submitted to the condominium pursuant to this Declaration as set forth in Section 2.
 - (b) **Additional Phases.** Until seven (7) years after the date of the recording of this Declaration of Condominium, the Developer has and hereby reserves the right to amend this Declaration, by recording in the Public Records of the County, an amendment or amendments executed solely by the Developer submitting to the condominium form of ownership, and expanding this condominium to include, any and all of the additional Phases of the Condominium legally described and generally depicted in exhibits attached hereto as Phases 1 through 5, and 8 being sometimes herein referred to as the Additional Phases. Legal descriptions for the Additional Phases are set forth in Composite Exhibit C.
 - (c) **Effect on Condominium Documents.** If and when any of the Additional Phases are submitted to the Condominium as part of this Condominium, all definitions and provisions of this Declaration, and the Articles, By-Laws, and Rules and Regulations of the Association apply to all Units, Common Elements and Limited Common Elements in such Additional Phase(s), except for descriptions and sizes of particular Units, Common Elements and Limited Common Elements which may differ.
 - (d) **Amendment.** An amendment to this Declaration executed by the Developer pursuant to this Subsection 5.3 is effective at the time of filing of the amendment in the Public Records of the County, and shall be effective and binding on all Unit Owners and Units within the Condominium. The joinder or consent of Unit Owners or mortgagees is not necessary for such an amendment to be effective.
 - (e) **No Obligation.** The Developer is not obligated to declare and submit any, all or any combination of Additional Phases 1 through 5 or 8, as a part of the Condominium, or to declare any one of them if it declares any other or others of them to be a part of the Condominium Property, or to add them to the Condominium, if at all, in ascending numerical order or any other particular order. The Developer has and reserves the right to develop (including as a separate condominium or condominiums) or to sell any, all or a portion of the Additional Phases in any manner or to any person or entity free of any restriction hereunder.
 - (f) **No Rights.** If the Condominium is not expanded to include any Additional Phase(s) within the time period described in Subsection 5.3, the Unit Owners in the property which has then been submitted hereunder (which at that time would contain all of the Units of the Condominium) are

entitled to one hundred percent (100%) ownership of all Common Elements within such property. The interest of each Unit Owner in the Common Elements and the share of Common Expenses for the Unit consist of the numeral one (1) over a denominator equal to the number of Units actually submitted. If all Units are submitted, such fraction would be 1/32. Each Unit shall have one vote.

- (g) **Changes.** The Developer reserves the right to make non-material changes in the legal description of any Phase.
- (h) **Similar Buildings.** Buildings and Units which may be added to the Condominium may be substantially different from the Buildings and Units in Phases 6 and 7 of the Condominium, and from the Exhibits to the Declaration of Condominium. The buildings may vary in design, shape and structure, within the size limitations set forth herein. Any such changes, however, will not vary the Unit Owner's share in the Common Elements, surplus or expenses as determined pursuant to this Declaration. In addition, the parking space design in any Additional Phase(s) may have to be modified to accommodate governmental requirements in effect at the time of construction hereof.
- (i) **Description of Additional Phases.** The maximum number of Units built will be thirty-two (32). Any Additional Phase built will contain the number of Units described for that Additional Phase in the Exhibits to this Declaration, and the minimum number of Units built will be the eight (8) Units in Phases 6 and 7. Each of the Additional Phases will have a minimum and maximum of four (4) Units. Phase 9 contains the roadways in the Condominium. No Units are to be built on Phase 9. The minimum square footage for each Unit in the Additional Phases is 1,800 and the maximum square footage for each such Unit is 2,800.
- (j) **Notice.** Developer shall notify each Unit Owner by certified mail of the election not to add Additional Phases.

5.4 **Unit Boundaries.** Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

- (a) **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
 - (i) **Upper Boundary:** The horizontal plane of the undecorated finished ceiling. In a Unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the Unit, the ceiling shall include the vertical or diagonal surface connecting the

raised ceiling with the ceiling of the remaining portion of the Unit, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

- (ii) **Lower Boundary.** The horizontal plane of the undecorated finished floor. In a Unit containing a room in which the floor is raised above the level of the floor in the rest of the Unit, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the Unit, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.
 - (iii) **Interior Division.** Except as provided in Subsections 5.4(a)(i) and (ii) above, no part of the floor of the upper floor(s), ceiling of the lower floor(s), stairwell adjoining floors or nonstructural interior walls shall be considered a boundary of the Unit.
- (b) **Perimetrical Boundaries.** The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
 - (c) **Apertures.** Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framing and casings therefor, shall be included in the boundaries of the Unit.
 - (d) **Boundaries - Further Defined.** The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other Units and/or for Common Elements. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit.
 - (e) **Exceptions and Conflicts.** In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit

shown on Exhibit B, the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as built boundaries of the Unit as above described shall control over erroneous dimensions contained in Exhibit B attached hereto, and in the event it shall appear that any dimension shown on Exhibit B attached hereto is erroneous, the Developer or the President of the Association shall have the right to unilaterally amend the Declaration to correct such survey, and any such amendment shall not require the joinder of any Unit Owner or Institutional First Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit B should control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on Exhibit B describing the boundaries of a Unit, the language of this Declaration shall control.

5.5 **Limited Common Elements.** Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) **Lanais, Balconies and Terraces.** Any lanai, balcony or terrace (and all improvements thereto and walls facing same) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). Window boxes affixed to Units or their Limited Common Elements shall also be Limited Common Elements thereof.
- (b) **Miscellaneous Areas, Equipment.** Any area upon which is located equipment or fixtures (including air conditioning compressors) which are for the exclusive use of any particular Unit or Units shall be Limited Common Elements of such Unit(s).
- (c) **Garages.** There is shown on Exhibit B garages and storage areas set aside for the exclusive use of each Unit and identified by a like number as to the Unit to which it is associated as a Limited Common Element.
- (d) **Foyers; Loggias.** Any foyer or loggia serving as direct access for the exclusive use of a second floor Unit shall be a Limited Common Element of such Unit(s).
- (e) **Elevators.** Any elevator space serving as access or as storage space for the exclusive use of an Owner of a second floor Unit shall be a Limited Common Element of such second floor Unit.