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DECLARATION OF CONDOMINIUM OWNERSHIP

OF

CRYSTAL LANDINGS, A CONDOMINIUM

This is a DECLARATION OF CONDOMINIUM made this 12th day of DECEMBER, A.D., 1989, by Crystal Landings Development, Inc., a Florida corporation (hereinafter referred to as "Owner" or "Developer") as owner of certain lands lying and being situate in Citrus County, Florida, for itself and its successors, grantees and assigns:

W I T N E S S E T H :

WHEREAS, Owner is the owner in fee simple of certain real property, lying and being situate in Citrus County, Florida, as more particularly set forth in Exhibit "A" attached hereto, which lands are herein called the "Real Estate", subject to reservations and easements of record; and

WHEREAS, the Owner has constructed upon the Real Estate forty (40) residential dwelling, four (4) multi-unit buildings containing units and related facilities. A copy of the plot plan and surveys thereof being attached hereto as Exhibit "B"; and

WHEREAS, the Owner desires to submit the Real Estate and said residential dwelling units, buildings and related facilities to condominium ownership, all pursuant to Chapter 718, Florida Statutes, known as the Condominium Act.

NOW, THEREFORE, the Owner makes the following declarations:

1. NAME: The name by which this condominium is to be identified is CRYSTAL LANDINGS, A CONDOMINIUM.

2. DEFINITIONS: For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of CRYSTAL LANDINGS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Assessments: A share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

(b) Common Elements: The portions of the condominium property which are not included in the units.

(c) Association: The corporate entity responsible for the operation of a condominium.

(d) Board of Administration: The Board of Directors or other representative body responsible for administration of the Association.

(e) By-Laws: The By-Laws of the Association existing from time to time.

(f) Limited Common Elements: Those common elements which are reserved for the use of certain condominium units to the exclusion of all others such as are specifically designated on the plat attached hereto as Exhibit "B" together with all compressors and air handlers servicing each unit.

(g) Common Expenses: All expenses and assessments properly incurred by the Association for the condominium.

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(h) Common Surplus: The excess of all receipts of the Association -- including, but not limited to, assessments, rents, profits, and revenues on account of the common elements -- over the common expenses.

(i) Condominium: That form of ownership of real property created pursuant to the provisions of Chapter 718 of the Florida Statutes, known as the "Condominium Act" and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

(j) Condominium Parcel: A unit, together with the undivided share in the common elements which is appurtenant to the unit.

(k) Condominium Property: The lands, leaseholds, and personal property that are submitted to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

(l) Declaration or Declaration of Condominium: The instrument or instruments by which a condominium is created, as they are from time to time amended.

(m) Developer: A person who or entity which creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a unit who has acquired his unit for his own occupancy.

(n) Unit: A part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in the Declaration.

(o) Unit Owner or Owner of a Unit: The owner of a fee simple estate in a condominium parcel.

(p) Member: An owner of a fee simple estate in a condominium parcel who is a member of CRYSTAL LANDINGS CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association".

(q) Institutional Mortgagee: A bank, savings and loan association, a savings bank, an institutional investor, mortgage banker, insurance company, and/or a real estate investment trust holding a mortgage on one or more condominium parcels.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP: The Real Estate is hereby submitted to the condominium form of ownership together with all improvements erected or installed thereon, including, but not limited to, four (4) residential buildings containing ten (10) condominium units each and related recreational facilities, subject to reservations and easements of record.

Of the forty (40) units included in the Condominium, eight (8) units contain approximately 480 square feet, sixteen (16) units contain approximately 650 square feet, and sixteen (16) units contain approximately 850 square feet.

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4. IDENTIFICATION: The condominium units on the condominium property submitted to the condominium form of ownership hereby are set forth in the plot plan and survey attached hereto and made a part hereof as Exhibit "B". Each condominium unit is described in said plot plan and survey in such manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as the common elements or limited common elements appurtenant thereto. Each condominium unit is identified by a number as shown on the plot plan and survey attached hereto as Exhibit "B", and made a part hereof, so that no unit bears the same designation as does any other unit.

5. DEVELOPER'S UNITS AND PRIVILEGES:

(a) Developer shall have the right to transact on the condominium property any business necessary to consummate the sale of units, including, but not limited to the right to maintain condominium models, have signs, have employees in the office, use the common elements and to show units. A sales office, signs, and all items pertaining to sales shall not be considered common elements and remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the terms and conditions as other owners.

(b) The Developer owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium. The period will terminate no later than the first day of the twelfth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. During which period of time the Developer guarantees that there shall be no increase in the monthly assessment for maintenance payable by unit owners other than the Developer as set out in the initial operating budget which shall be less than \$50 per unit per month.

6. COMMON ELEMENTS: Common elements as hereinabove defined, shall include within its meaning, in addition to the terms as listed in the Florida Condominium Act, Section 718.108, the following items:

(a) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time as the unit may be lawfully altered;

(b) An undivided share in common surplus;

(c) Cross easements for ingress, egress, support, maintenance, repair, replacements and utilities;

(d) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the buildings or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist;

(e) Amendments to the common elements may be made as provided for in Chapter 718.110(5) and 718.110(6) of the Florida Statutes.

7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: Each unit in the Condominium shall have an undivided share in the ownership of the common elements and the common surplus equal to one fortieth of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%)

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(numerator) by the total number of units in the Condominium forty (40) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit.

8. COMMON EXPENSES AND COMMON SURPLUS:

(a) Common expenses, as defined hereinabove, shall be shared by all unit owners in accordance with an undivided share in the ownership of the common elements and the common surplus attributable to each unit submitted to condominium ownership as set forth in paragraph 7 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance, and all other expenditures for which the Association shall be responsible.

(b) The common surplus shall be owned by unit owners in accordance with the provisions set forth in paragraph 7 hereinabove as they relate to the undivided share in the ownership of the common elements and common surplus attributable to each unit submitted to condominium ownership pursuant to this Declaration.

9. GOVERNING BODY: The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name shall be CRYSTAL LANDINGS CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", the Articles of Incorporation of which are attached hereto as Exhibit "C", and made a part hereof as though set out in full herein. The By-Laws of the Association are attached hereto as Exhibit "D", and made a part hereof as though set out in full herein.

10. THE ASSOCIATION:

(a) The Developer and all unit owners hereinafter acquiring a fee simple interest in any unit, whose interest is evidenced by the recordation of a proper instrument in the public records of Citrus County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

(b) The unit owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the unit owner or by an appointee of the owners if there be more than one title holder.

(c) There shall be a total of forty (40) voting members. A person or entity owning an interest in more than one (1) condominium parcel may be designated as a voting member for each one such condominium parcel which he or it owns.

(d) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) members and not more than five (5) voting members who are to be elected annually by the voting members.

11. AMENDMENT OF DECLARATION:

(a) This Declaration may be amended by affirmative vote of three-fourths (3/4) of the condominium parcel owners at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional mortgagee having a mortgage or other lien against any one or more condominium parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose of correcting an error or omission in this Declaration of Condominium or in any other document required by law to establish the condominium

form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the members of the Association present or represented by written proxy in accordance with the By-Laws, and recorded among the public records of Citrus County; provided, however, that the property rights of the owners are not materially and/or adversely affected by such amendment.

(b) However, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, nor change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus, unless the record owner thereof and all record owners of liens thereupon shall join in the execution of the amendment, provided, further, however, that any vote for an amendment to the Declaration of Condominium which in any way relates to a change in the percentage of ownership in the common elements or sharing of common expenses as it pertains to each unit owner and/or condominium parcel, shall be conducted by secret ballot.

(c) If it shall appear through scrivener's error, that a unit has not been designated an appropriate undivided share of the common elements or that all of the common expenses or interest in the common surplus or all other common elements in the condominium have not been distributed in the Declaration, such that the sum total of the shares of common elements which have been distributed or the sum total of the shares of the common expenses of ownership of common surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of common elements or common expenses or ownership of the common surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the owners of the units and the owners of the liens thereupon for which modification in the shares of common elements or shares of common expenses or the common surplus are being made. No other unit owner shall be required to join in or execute such amendment.

12. TYPE OF OWNERSHIP: Ownership of each condominium unit shall be fee simple, evidenced by the recordation of a Warranty Deed, conveying fee simple title to each condominium unit. There shall be included as a part of each unit the undivided share in the common elements herein specified together with any limited common elements appurtenant to said unit whether or not any deed of conveyance of such unit makes mention of same.

13. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION:

(a) Common expenses shall be assessed against each condominium parcel owner by the Association as provided in paragraphs 7 and 8 hereinabove.

(b) Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of any institutional first mortgage.

(c) Where the mortgagee under a first mortgage of record, obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of foreclosure, said mortgagee shall not be liable for the share of the common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title by said mortgagee as a result of its mortgagor's default. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of condominium parcels, including any such first mortgage holder acquiring title to a unit as above set out. The subsequent unit owner who obtains title from the first mortgagee of record or his successor or assigns, shall be obligated to pay that share of the common expenses and assessments attributable to his condominium unit as may accrue subsequent to his obtaining title.

(d) The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

x 14. MAINTENANCE: The responsibility for the maintenance of the condominium unit and parcels, as it may apply hereafter, shall be as follows:

(a) BY THE ASSOCIATION: The Association shall maintain, repair and replace at the Association's own expense:

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

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls and all such facilities contained within an apartment which service part or parts of the condominium other than the unit within which it is contained.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

x (b) BY THE UNIT OWNER: The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain in good condition, repair and replace at his expense, all portions of the unit except those portions to be maintained, repaired and replaced by the Association, and such shall be done without disturbing the rights of other unit owners which shall include, but not be limited to the following:

(aa) repair of water leaks within the unit;
and

(bb) repair any and all heating and air conditioning defects within the unit and air handlers and compressors servicing said unit.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

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

(4) No unit owner shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety and soundness of the building or impair any easements without first obtaining approval from the Board of Directors of the Association.

(c) AT THE OPTION OF THE ASSOCIATION: The Association may, at its own expense:

(1) Use and expend the assessments including assessment for reserves or betterments collected to maintain, repair and/or replace any of the common elements or for such emergency repairs as may be needed to prevent damage to the common elements or any unit;

(2) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) Enter into and upon the units when necessary and with as little inconvenience to the owners as possible in connection with the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units;

(4) Insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(5) Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violation of the By-Laws and the terms and conditions of this Declaration;

(6) To employ workmen, janitors and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager, including the right to employ or contract with, if deemed advisable, a maintenance service contractor or apartment house manager, who shall maintain, service or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building.

X 15. ENFORCEMENT OF MAINTENANCE: In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions. After such assessment, the Association shall have the right to have its employees or agents enter the unit only for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units; however, any lender or owner in the event the Association fails to comply with the terms and conditions of this Declaration or its Articles of Incorporation and By-Laws, may apply to a court of competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

16. INSURANCE: The insurance other than title insurance, which shall be carried upon the condominium property of the condominium parcel owners shall be governed by the following provisions:

(a) All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. The above insurance provision specifically does not include coverage of or on personal property or for personal liability or living expense.

(b) COVERAGE:

(1) Casualty: The buildings and improvements upon the land and all personal property included in the condominium property, other than personal property owned by the condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use to the buildings on the land including, but not limited to, vandalism and malicious mischief.

(2) Public Liability: The Board of Directors of the Association shall have the right to contract for public liability insurance as it may deem necessary at the expense of the Association.

(3) Workmen's Compensation: Workmen's Compensation to meet the requirements of law.

(4) Flood Insurance Protection: Flood insurance protection under the Flood Disaster Protection Act of 1973, if required, to meet the requirements of the law.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

(e) In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium parcel owners owning such units and their mortgagees, if there be mortgages on said units, as their interests may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units.

(f) In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association and the holder of mortgages on the units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units. If the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the condominium parcel owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in subparagraph (f) (1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the Escrow Agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as Escrow Agent) shall disburse the funds as follows:

(aa) in the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interests may appear, in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available;

(bb) in the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In the event the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance bond, the Escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the Construction Agreement between the Association and the Contractor, which agreement shall be subject to prior written approval of the Escrow Agent.

(cc) in the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available are applied first to repair the units damaged and such assessment shall be only for or on account of repairs to the common elements. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the Escrow Agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special

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assessment and one hundred percent (100%) vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as provided elsewhere in this Declaration of Condominium, and the condominium project may be terminated as elsewhere herein provided.

(g) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and one hundred percent (100%) vote to abandon the condominium project, same shall be abandoned subject to the provisions set out below. As evidence of the members' resolution to abandon, the President and Secretary of the Association shall effect and place in the Public Records of Citrus County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

(h) Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any mortgagee of the premises damaged.

17. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS: In order to insure a community of congenial residents and thus protect the value of the units, and to maintain the proper age restrictions required under Federal law, the sale, leasing, rental and transfer of units by any owner shall be subject to the following provisions:

(a) Conveyances, Sales and Transfers: Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferrer's spouse, the owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the board of Directors of the Association shall either approve or disapprove the proposed sale, transfer or conveyance, in writing, and shall notify the owner of its decision. In the event the Board of Directors of the Association fails to approve or disapprove a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors of the Association disapprove the proposed sale, conveyance or transfer, a member shall desire to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer give written notice to the secretary of the Association of his intention to sell, convey, or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium unit. If a dispute arises as to the definitions of fair market value, it shall be resolved as provided for hereinafter. The Association shall promptly notify the members of the Association of the date, price and terms. Any member of the Association shall have the right first over the prospective purchaser to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association, in writing, of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the owner.

In the event no members of the Association accept first right of purchase as aforescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association, who will accept the transaction upon the terms and conditions contained in the notice provided by the Association at least ten (10) days before the date of the intended sale or transfer, and notify the owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association, as a good faith deposit for the intended sale. In the event the member giving notice receives acceptances from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other price or terms without repeating the procedure outlined above.

In the event the member makes a sale or transfer without first complying with the terms hereof, any other member of the Association shall have the right to redeem from the purchaser according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a condominium unit, which shall not exceed the fair market value, and immediately after such reimbursement the said purchaser or transferee shall convey all his right, title and interest to the member of the Association making the redemption. Any expenses, which shall include but not be limited to attorney's fees and court costs incurred by the Association, maintenance company or any members for enforcement of the provisions of this paragraph 17 shall be the responsibility of such former owner who violates or fails to comply strictly with the provisions of this paragraph 17.

An affidavit of the Secretary of the Association, stating that the Board of Directors of the Association approved in all respects on a certain date the sale or transfer of a condominium parcel to certain persons, shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association were given proper notice on a certain date of a proposed sale or transfer and the Board of Directors of the Association disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts as for the purpose of determining the status of the persons' title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that subsequent sale or transfer to such person was made at the price, terms and on the date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice to the Board of Directors of the Association, as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

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In case of the death of the owner of a condominium parcel, the surviving spouse, if any, and, if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner.

In the event said decedent owner shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons, other than the surviving spouse or members of his family as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Association shall within thirty (30) days of proper evidence of rightful designation served upon the president or any other officer of the Association, or within thirty (30) days from the date the Association are placed on actual notice of said devisee or descendant, express their refusal or acceptance of the individual or individuals so designated as owner or owners of the condominium parcel. If the Board of Directors of the Association shall consent, in writing, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner or owners of the condominium parcel, subject to the provisions of this enabling Declaration of Condominium and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days to purchase, for cash, the said condominium parcel at the then fair market value thereof.

In the event a dispute arises as to what should be considered the fair market value of a condominium parcel as provided for herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth herein shall be abated until final decision has been made by an Appraiser appointed by a Judge of the Circuit Court in and for Citrus County, Florida, upon ten (10) days notice on petition of any party in interest. The expense of appraisal shall be paid by the Seller or the legal representative of the Seller out of the amount realized from the sale of such condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing said condominium parcel within such period, and upon such terms, then and only in such event, the person or persons so designated by the Decedent shall take title to the condominium parcel; or such person or persons or the legal representative of the decedent may sell the said condominium parcel, but the sale shall be subject in all respects to the provisions of this enabling Declaration of Condominium and the By-Laws of the Association.

X (b) Rental or Lease: A condominium parcel may be leased only under a written lease having a minimum term of six (6) months. All leases shall be subject to the prior approval of the Board of Directors of the Association. Any lease not so approved shall be deemed nullity and the Association may undertake eviction proceedings or otherwise seek the removal of unauthorized tenants in accordance with Florida law.

(c) Corporate Purchaser or Lessee: The purchaser or lessee of a condominium parcel may be a corporation.

(d) Transfer, Mortgagee-Developer: Notwithstanding anything to the contrary herein, the provisions of this paragraph 17 shall not be applicable to transfer to mortgagees whether in foreclosure or by judicial sale, or by the voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an owner nor to the Developer until after the Developer has initially conveyed or disposed of all interests in the property nor to any sale or lease by such mortgagee.

(e) Mortgage: No parcel owner may mortgage his parcel or interest therein without the approval of the Association, except to a bank, life insurance company, savings and loan association, savings bank institutional investor, mortgage banker and/or real estate investment trust. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

18. RESTRAINT UPON SEPARATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, and his Association membership.

19. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every owner or occupant shall abide by the following regulations:

(a) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and/or number. Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. If the Association has assigned a space to a unit owner, only the owner and his guests shall be permitted to utilize such assigned space. No boats, trailers, campers, golf carts, motorcycles, or vehicles larger than a passenger automobile will be permitted within the development of which the unit is a part and any such vehicle or any of the properties mentioned in the preceding sentence may be removed by the Association at the expense of the owner owning the same, for storage or public or private sale, at the election of the Association; and the unit owner owning the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of owner will be permitted outside the confines of the owner's unit.

(b) Each owner or occupant shall maintain his unit in good condition and repair, including all internal surfaces within or surrounding his unit, and each owner or occupant shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his unit. Common areas of the building, such as hallways, etc., landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the unit occupants shall be kept in such areas, temporarily or otherwise.

(c) Each unit shall be used only for the purposes of a single family residence and no children under the age of eighteen (18) years may reside in such residence. However, a child under age eighteen (18) may be permitted to visit his immediate relatives so long as the child is properly supervised to the satisfaction of the Association. Authorization for any exception to this paragraph shall be obtained by prior written approval of the Association.

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(d) Each owner or occupant shall maintain his unit in a clean and sanitary manner. Patios and balconies shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. Each owner or occupant may provide his unit with laundry and drying equipment; but no drying of laundry will be permitted outside of the unit except in the laundry room.

(e) Condominium parcel owners or occupants shall not keep pets or other animals in their units or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It is the intent of the Developer that said written approval will not be unreasonably withheld for common household pets. In the event written approval as aforescribed is obtained by the unit owner, then and in such event the unit owner will be required to be sure that the animal is always kept under a leash. In no event shall the animal be allowed to cause a nuisance or disturbance of any kind or nature. The Board of Directors of the Association can withdraw the written approval as to pets referred to above at any time in its sole discretion when the pet becomes a nuisance or the owner does not abide by the rules and regulations established by the Board of Directors of the Association pertaining to pets.

(f) Occupants are reminded that alteration and repair of the buildings are the responsibilities of the Association, except for the interior of the units. No exterior painting of doors or buildings, or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made of any interior boundary wall without first obtaining written approval of the Association. No reflecting device or materials may be used in any of the aforementioned areas.

(g) No owner or occupant may make or permit any disturbing noises in the building or on the condominium property, whether made by himself, his family, friends, guests or servants, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played any musical instrument, phonograph, radio or television set in his unit or on or about the condominium property between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall in any manner disturb or annoy the other occupants of the condominium.

(h) Disposition of garbage and trash shall be only by use of garbage disposal units, or by use of receptacles supplied by the Association.

(i) Each owner or occupant may identify his unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved.

(j) No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any unit.

(k) All official notices of the Association or of a management corporation, if utilized, shall bear the signature of the President and the official seal of the said Association or the management corporation.

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(l) All damage to the project caused by the moving and/or carrying of articles therein, shall be paid by the unit owner or person in charge of such articles.

(m) Soliciting is strictly forbidden. It is requested that owners notify the Association if a solicitor appears and appropriate action will be taken.

(n) These rules and regulations are subject to modification by the Association in accordance with the By-Laws as set forth in the Declaration of Condominium.

(o) No owner or occupant of a condominium parcel shall permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall an owner commit or permit any nuisances, immoral or illegal act in his unit or on the common elements.

(p) Each condominium parcel owner or occupant shall conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through, or under him do likewise.

(q) Each condominium parcel owner or occupant shall allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, repair, and/or replacement of the improvements within the units or the common elements, or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

(r) Condominium parcel owners or occupants shall make no repairs to any plumbing or electrical wiring within a unit, except by a licensed plumber or electrician authorized to do such work by the Board of Directors of the Association or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association or its agent shall pay for and be responsible for repairs and electrical wiring within the common elements.

20. PARKING SPACE: Each unit owner is given the right to use his parking space for automobile parking only. The parking spaces may from time to time be assigned by the Board of Directors of the Association to a condominium unit, which assignment shall not be recorded among the public records. Any portion of the condominium property may be designated for parking spaces by the Board of Directors, which shall include, if necessary, the condominium property within the common elements which has been or is landscaped, if the corporate sovereign having jurisdiction over said property requires, pursuant to zoning ordinances, additional parking space area with reference to the number of condominium units within the condominium complex. The Board of Directors may from time to time, should they determine there is a need, change the parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more owners may be under a physical disability which would require the assignment of a parking space more convenient to his condominium unit and to give the Association the power and flexibility to deal with such situation.

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21. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD: During such time as the Developer, its successors or assigns is in the process of construction or sale of condominium units on the lands described in Exhibit "A" hereto, the Developer, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any portion of the Common Elements of the Condominium property or uncompleted buildings to any of the occupants of the condominium, and to utilize various portions of the Common Elements or the buildings in connection with such construction and development. No unit owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any units within the buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such units, the unit owners, their guests and invitees shall in no way interfere with such activities or prevent access to such units by the Developer, its successors or agents.

(b) An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the condominium property to another, and where necessary, for the proceeding from one portion of the Development Area to the other; and for vehicular traffic as may be necessary for the Developer, its guests, assigns and invitees for the purpose of crossing over various portions of the Development Area to obtain ingress and egress to the Development Area. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the condominium property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any condominium unit.

(c) Easements through the condominium property as may be required for utility services, which may be provided by the Developer, its successors or assigns, or any such utility company to serve this Condominium and any other condominiums in the Development Area. This easement includes the right to install and maintain all necessary equipment upon the condominium property and to enter upon the condominium property to service the same.

(d) In the event that any condominium unit shall encroach upon any of the Common Elements of the condominium property or upon any other condominium unit, for any reason, then an easement shall exist to the extent of such encroachment so long as the same shall exist.

(e) Right of first refusal, notwithstanding the provisions of paragraph 17 herein, if, during the time the Developer, its successors or assigns is in the process of construction or sale of condominium units herein, a unit owner receives a bona fide offer acceptable to such unit owner, to purchase his unit or if a unit owner makes a bona fide offer to sell his unit to a purchaser, the unit owner shall give the Developer written notice of such offer setting forth the name and address of the purchaser and the price and terms of the offer. Developer shall thereupon have the prior option to purchase the unit covered by such offer at the price and on the terms of such offer within thirty (30) days after the Developer's receipt of the owner's notice of such offer, and upon such notice of acceptance being given by the Developer to the unit owner in accordance with the terms of the bona fide offer upon which the first refusal option has been exercised.

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22. TERMINATION: The condominium may be terminated in the following manner:

(a) The termination of the condominium may be effected by unanimous agreement of the condominium parcel owners and mortgagees holding mortgages on said units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the public records of Citrus County, Florida.

23. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors and assigns shall be bound by all the provisions of this Declaration.

24. INVALIDATION AND OPERATION: Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium parcel, whether by judgment or court order or law, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

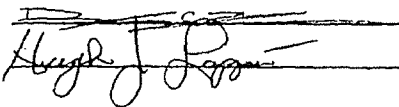
In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the Association.

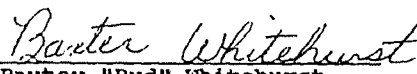
25. INTERPRETATION: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of the date hereof.

IN WITNESS WHEREOF, Developer has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

CRYSTAL LANDINGS DEVELOPMENT, INC.,
a Florida corporation



By: 
Baxter "Bud" Whitehurst
Vice President

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, CRYSTAL LANDINGS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and all exhibits hereto.

IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Hugh J. Lopez

CRYSTAL LANDINGS CONDOMINIUM
ASSOCIATION

By: Baxter Whitehurst
President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Citrus

I HEREBY CERTIFY that on this 14th day of December 1988, before me personally appeared Baxter "Bud" Whitehurst to me known to be the person described in and who executed the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF CRYSTAL LANDINGS, A CONDOMINIUM, and acknowledged the execution thereof as officer of Crystal Landings Development, Inc., to be his free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Citrus County, State of Florida, the day and year last aforesaid.

Notary Public, State of Florida
My Commission Expires March 26, 1990
Bonded Thru Troy Fair - Insurance Inc.
My commission expires:

Judy J. Mora
Notary Public

STATE OF FLORIDA

COUNTY OF Citrus

I HEREBY CERTIFY that on this 14th day of December, 1988, before me personally appeared Baxter Whitehurst and Baxter Whitehurst, President and Secretary, respectively, of Crystal Landings CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF Crystal Landings, A CONDOMINIUM, and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Citrus County, State of Florida, the day and year last aforesaid.

My commission expires:

Notary Public, State of Florida
My Commission Expires March 26, 1990
Bonded Thru Troy Fair - Insurance Inc.

Judy J. Mora
Notary Public

FD#CONDODOCS

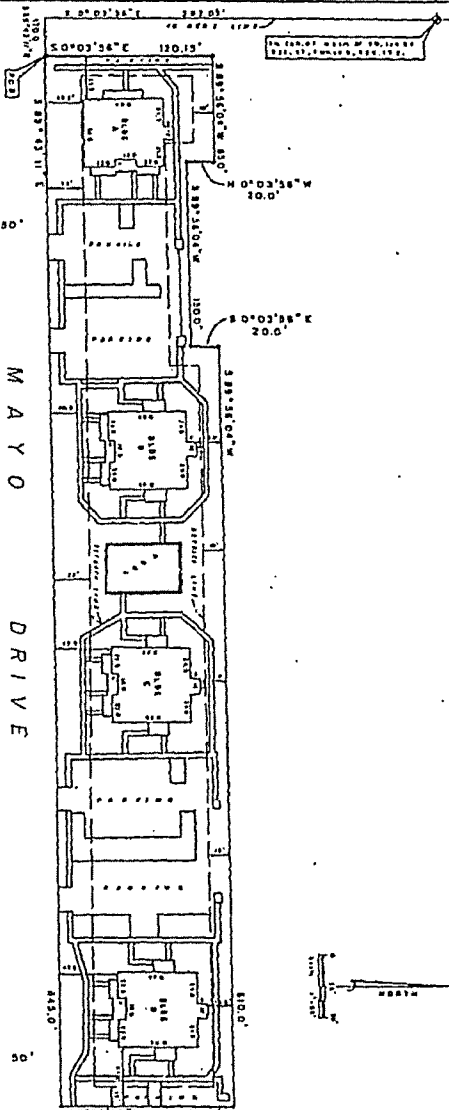
COMMENCING AT THE SW. CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 18 S., RANGE 17 E, CITRUS COUNTY, FLORIDA; RUN THENCE S 0°03'56" E, ALONG THE 40 ACRE LINE, 282.05 FT. TO THE NORTH RIGHT-OF-WAY LINE OF MAYO DRIVE; THENCE S 89°43'11" E, ALONG SAID NORTH RIGHT-OF-WAY LINE, 170.0 FT. FOR THE POINT OF BEGINNING; THENCE CONTINUE S 89°43'11" E, ALONG SAID RIGHT-OF-WAY LINE, 845.0 FT.; THENCE N 0°03'56" W, 125.25 FT.; THENCE S 89°56'04" W, 610.0 FT.; THENCE S 0°03'56" E, 20.0 FT.; THENCE S 89°56'04" W 150.0 FT.; THENCE N 0°03'56" W, 20.0 FT.; THENCE S 89°56'04" W, 85.0 FT.; THENCE S 0°03'56" E, 120.15 FT. TO THE POINT OF BEGINNING.

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EXHIBIT "A"

PK0838PG1075

THAT PORTION OF THE NOTYULLEST ONE-DUATERN OF THE SOUTHWEST
ONE-DUATERN OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 17 EAST,
COUNTY, FLORENDA, BEING FURNISHED AS FOLLOWS:

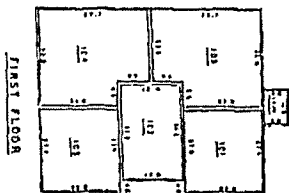
[illegible][illegible]

COMMON ELEMENTS
1 WATERWAY
2 ARE AROUND OTHER INTERCOMPLEXES
3 DISPERSED
4 PORT
LIMITED COMMON AREAS
PORT

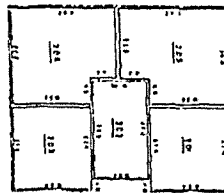
WILLIAM C. READING, JR., 1528
ALCIED ENGINEERING AND SURVEYING
2124 S. 4th Avenue Bldg.
Cincinnati, Florida 30625

BR0838PG10 **CRYSTAL LANDINGS** A CONDOMINIUM

BLDG. A



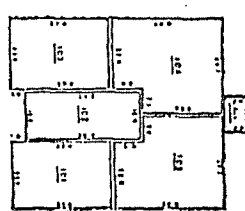
FIRST FLOOR



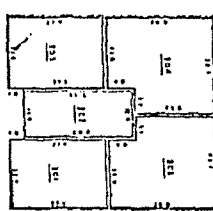
SECOND FLOOR

BLDG. A.		
UNIT NO.	OWNER	REMARKS
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105	105	105, 106
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199	199	199, 200

BLDG. B-C-D



FIRST FLOOR



SECOND FLOOR

BLDG. B		
UNIT NO.	OWNER	REMARKS
301	301	301, 302, 303
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398	398	398, 399
399	399	399, 400

BLDG. C		
UNIT NO.	OWNER	REMARKS
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402	402	402, 403
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