

This instrument prepared by,
or under the supervision of
(and after recording, return to):

Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

(Reserved for Clerk of Court)

COPY

DECLARATION

OF

SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM

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**DECLARATION
OF
SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM**

The Village at Ponte Vedra, LLC, a Florida limited liability company, and The Fairways at Ponte Vedra, LLC, a Florida limited liability company (collectively, the "Developer"), hereby declare:

I. Introduction and Submission.

(A) **The Land.** The Developer (as hereinafter defined) is the owner of that certain land located in St. Johns County, Florida, as more particularly described in **Exhibit "1"** attached hereto (the "Land").

(B) **Submission Statement.** Except as set forth in this Section I(B), the Developer hereby submits the Land and all improvements erected or to be erected thereon and all other property, real, personal or mixed, now or hereafter situated on or within the Land - but excluding all public or private (e.g. cable television and/or other receiving or transmitting lines, fiber, antennae or equipment) utility installations therein or thereon and all leased property therein or thereon - and the rights granted to Developer, to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof and as it may be hereafter renumbered. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.

(C) **Name.** The name by which this condominium is to be identified is SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM (hereinafter called the "Condominium").

II. Definitions.

The following terms when used in this Declaration and in its Exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

(A) **"Act"** means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.

(B) **"Articles"** or **"Articles of Incorporation"** mean the Articles of Incorporation of the Association, as amended from time to time.

(C) **"Architectural Review Committee"** or **"ARC"** means the committee established to exercise the architectural review powers set forth in Article IX hereof.

(D) **"Assessment"** means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Unit Owner.

(E) **"Association"** or **"Condominium Association"** means SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.

(F) "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.

(G) "Board" or "Board of Directors" means the board of directors, from time to time, of the Association. Directors must be natural persons who are 18 years of age or older. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony).

(H) "Building" means the structure(s) in which the Units and the Common Elements are located, regardless of the number of such structures, which are located on the Condominium Property.

(I) "Bylaws" mean the Bylaws of the Association, as amended from time to time.

(J) "Charge" shall mean and refer to the imposition of any financial obligation by the Association which is not an Assessment as defined by Section II(C) above. Accordingly, as to Charges, the Association will not have the enforcement remedies that the Act grants for the collection of Assessments.

(K) "Committee" means a group of Board Members, Unit Owners or Board Members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

(L) "Common Elements" mean and include:

(1) The portions of the Condominium Property which are not included within the Units and/or the Association Property.

(2) All structural columns and bearing walls regardless of where located.

(3) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units, Common Elements and/or the Association Property.

(4) An easement of support in every portion of a Unit which contributes to the support of the Building.

(5) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements and/or to the Association Property.

(6) Any other parts of the Condominium Property designated as Common Elements in this Declaration, which shall specifically include the surface water management system, if any, serving the Condominium.

(7) Any and all portions of the Life Safety Systems (as hereinafter defined), regardless of where located within the Condominium Property.

(M) "Common Expenses" mean all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Elements and Association

Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation, the following as same may relate only to the general Common Elements: (a) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) if applicable, costs relating to reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems; (c) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (d) to the extent that the Association determines to acquire exterior storm shutters for all or any portion of the Condominium Property, all expense of installation, repair, and maintenance of same by the Board (provided, however, that a Unit Owner who has already installed exterior storm shutters (or other acceptable hurricane protection) for his or her Unit shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit, but shall not be excused from any portion of expenses related to maintenance, repair, replacement or operation of same), including, without limitation, any and all costs associated with putting the shutters on in the event of an impending storm (without creating any obligation on the part of the Association to do so) and, if the Association elected to put shutters on, the costs of taking the shutters off once the storm threat passes; (e) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment, supplies, etc., including without limitation, leases for trash compacting and/or recycling and/or laundry equipment, if same is leased by the Association rather than being owned by it; (f) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems (as hereinafter defined), (g) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (h) costs of fire, windstorm, flood, liability and all other types of insurance including, without limitation, and specifically, insurance for officers and directors of the Association; (i) costs of water and sewer; (j) costs of electricity, gas and other utilities which are not consumed by and metered to individual Units and (k) costs resulting from damage to the Condominium Property which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage. Common Expenses shall not include any separate obligations of individual Unit Owners.

(N) "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits, collected by the Association which exceeds Common Expenses.

(O) "Condominium" shall have the meaning given to it in Section I(C) above.

(P) "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit.

(Q) "Condominium Property" means the Land, Improvements and other property or property rights described in Section I(B) hereof, subject to the limitations thereof and exclusions therefrom.

(R) "County" means the County of St. Johns, State of Florida.

(S) "Declaration" or "Declaration of Condominium" means this instrument and all Exhibits attached hereto, as same may be amended from time to time.

(T) "Developer" means collectively The Village at Ponte Vedra, LLC, a Florida limited liability company and The Fairways at Ponte Vedra, LLC, a Florida limited liability company, 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 nonexclusive basis. Notwithstanding any assignment of the Developer's rights hereunder (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of the Developer unless, and only to the extent that, it expressly agrees to do so in writing. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association. All rights which are specified in this Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Developer hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Developer hereunder as fully as if named as such party herein. No party exercising rights as Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

(U) "Dispute", for purposes of Section XVII(A), means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this Declaration, the Articles or Bylaws to: (1) require any Owner to take any action, or not to take any action, involving that Owner's Unit or the appurtenances thereto; or (2) alter or add to a common area or Common Element; or (b) the failure of the Association, when required by law or this Declaration, the Articles or Bylaws to: (1) properly conduct elections; (2) give adequate notice of meetings or other actions; (3) properly conduct meetings; or (4) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment or the collection of an Assessment levied against a party.

(V) "District" means the St. Johns River Water Management District.

(W) "Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation, State of Florida, or its successor.

(X) "First Mortgagee" shall have the meaning given to it in Section XII(F) below.

(Y) "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.

(Z) "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate or mortgage investment trust, pension fund, government sponsored entity, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which, at least fifty one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.

(AA) "Land" shall have the meaning given to it in Section I(A) above.

(BB) “Life Safety Systems” mean and refer to any and all emergency lighting, emergency generators, audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in the Building, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include all stairways and stair landings. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Building or the Condominium contains all such Life Safety Systems. In that regard, each Unit Owner, by acceptance of a deed or otherwise acquiring title to a Unit, understands and agrees that there is no fire sprinkler system serving the Units, and that each Unit Owner shall be deemed to have assumed all risks associated with that condition and to have fully waived and released any such warranty and claims for losses or damages resulting from same. For purposes of this Declaration, the Life Safety Systems shall also include the thermostats installed in certain of the Units. The thermostats are an integral part of the Life Safety Systems and are intended to assist in monitoring the accumulation of moisture in the Units to prevent same from reaching levels which may accelerate the development of molds, spores or other natural growths which if allowed to accumulate may become toxic or otherwise create health risks. Each Owner, by acceptance of a deed or otherwise acquiring title to a Unit, shall be deemed to understand and agree that the thermostats may have recording and/or monitoring features which can report back to the Association the temperature settings and readings in the Units. Without limiting the generality of the other provisions of this Declaration, the thermostats shall be operated and kept operable at all times and there shall be no alteration of or to the thermostats without the prior written approval of the Association.

(CC) “Limited Common Elements” mean 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.

(DD) “Material Amendment” shall have the meaning given to it in Section VI(B) below.

(EE) “Occupants” means and refers to a person (be it an Owner or tenant or lessee of an Owner) who resides in a Unit. Where the context dictates, an Occupant shall be deemed to include the family members, occasional social guests, tenants, licensees and invitees.

(FF) “Person” means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(GG) “Primary Institutional First Mortgagee” means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

(HH) “Unit” means a part of the Condominium Property which is subject to exclusive ownership.

(II) “Unit Owner” or “Owner of a Unit” or “Owner” means a record owner of legal title to a Condominium Parcel.

III. Description of Condominium.

(A) Identification of Units. The Land has constructed thereon thirty-six (36) buildings containing two hundred forty-six (246) Residential Units. Each such Unit is identified by a separate

numerical or alpha-numerical designation. The designation of each of such Units is set forth on **Exhibit "2"** attached hereto. **Exhibit "2"** 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 "2"**, 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, including, without limitation, the right to transfer such right to other Units or Unit Owners; (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.

(B) Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

(1) 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 Boundaries. The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the upper story if the Unit is a multi-story Unit, provided that in multi-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling).

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story if the Unit is a, multi-story Unit, provided that in multi-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor).

(iii) Interior Divisions. Except as provided in Section III(B)(1)(i) and Section III(B)(1)(ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the multi-floors, in all cases of a multi-story Unit, if any, or nonstructural interior walls shall be considered a boundary of the Unit.

(2) 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.

(3) 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 windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that the exteriors of doors facing interior Common Element hallways shall not be included in the boundaries of the Unit and shall therefore be Common Elements. Further, notwithstanding anything to the contrary, the structural components of the Building, and the Life Safety Systems, regardless of where located, are expressly excluded from the Units and are instead deemed Common Elements.

(4) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as **Exhibit "2"** hereto shall control in determining the boundaries of a Unit, except that the provisions of Section III(B)(3) above shall control unless specifically depicted and labeled otherwise on such survey.

(C) 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:

(1) Patios and/or Balconies Appurtenant to Units. Any patio and/or balcony, and all improvements thereto, as to which direct and exclusive access shall be afforded to any particular Unit(s) to the exclusion of others shall be a Limited Common Element of such Unit(s). Except only as set forth below, the Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Elements, with the costs of same being a part of the Common Expenses. Except only as set forth below, each Unit Owner shall, however, be responsible for the maintenance of any other portions of such areas, for the general cleaning, plant care and upkeep of the appearance of the area(s). A Unit Owner using a patio and/or balcony, or making or causing to be made any additions, alterations or improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom.

(2) Miscellaneous Areas, Equipment. Except to the extent that same are located within the boundaries of a Unit, any fixtures or equipment (e.g., an air conditioning compressor, other portions of any air conditioning systems, and/or heater, if any, or hot water heater) serving a Unit or Units exclusively and any area (e.g., a closet, roof space or ground slab or roof surface) upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s). The maintenance (and cost) of any such fixtures and/or equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which the fixtures and/or equipment are appurtenant.

(3) Other. If applicable, any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one Unit or more than one Unit (i.e., any hallway serving a single Unit or more than one Unit owned by the same Owner) shall be deemed a Limited Common Element of the Unit and shall be maintained by said Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made. The designation of any portion of the Common Elements as a Limited Common Element under this Section III(C)(3) shall not allow the Owner of the Unit to which the Limited Common Element is appurtenant to preclude, or in any way interfere with the passage through such areas as may be needed from time to time for emergency ingress and egress, and for the maintenance, repair, replacement, alteration and/or operation of the Life Safety Systems, mechanical equipment and/or other Common Elements which are most conveniently serviced (in the sole determination of the Board) by accessing such areas (and an easement is hereby reserved for such purposes).

(D) Easements. The following easements are hereby created (in addition to any easements created under the Act and any easements affecting the Condominium Property and recorded in the Public Records of the County):

(1) Support. Each Unit and any structure and/or improvement now or hereafter constructed adjacent thereto shall have an easement of support and of necessity and shall be subject

to an easement of support and necessity in favor of all other Units, the Common Elements and/or the Association Property.

(2) Utility and Other Services: Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband communications and other services and drainage in order to serve the Condominium and/or members of the Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband communications or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications, monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband communications and similar systems, hot water heaters, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property; and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

(3) Encroachments. If (i) any portion of the Common Elements and/or the Association Property encroaches upon any Unit; (ii) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements and/or the Association Property; or (iii) any encroachment shall hereafter occur as a result of (1) construction of the Improvements; (2) settling or shifting of the Improvements; (3) any alteration or repair to the Common Elements and/or the Association Property made by or with the consent of the Association or Developer; as appropriate; or (4) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements and/or the Association Property, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.

(4) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, and for each member of the Association shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements (including, without limitation, Limited Common Elements) and Association Property as from time to time may be intended and designated for such purpose and use by the Board; and for vehicular and pedestrian traffic over, through and across, and parking on, such portions of the Common Elements and Association Property as from time to time may be paved and intended for such purposes. None of the easements specified in this Section III(D)(4) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(5) Development; Maintenance. The Developer (including its affiliates and its or their designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of undertaking and completing any renovations thereof and/or any Improvements or Units located or to be located thereon, and/or any improvements located or to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so. The

Association (and its designees, contractors, subcontractors, employees) shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to close exterior storm shutters in the event of the issuance of a storm watch or storm warning.

(6) Exterior Building Maintenance. An easement is hereby reserved on, through and across each Unit and all Limited Common Elements appurtenant thereto in order to afford access to the Association (and its contractors) to perform roof repairs and/or replacements, repair, replace, maintain and/or alter rooftop mechanical equipment, to stage window washing equipment and to perform window washing and/or any other exterior maintenance and/or painting of the Building.

(7) Sales and Leasing Activity. Until such time as Developer (or any of its affiliates) is no longer offering Units for sale in the ordinary course of business, the Developer, its designees, successors and assigns, hereby reserves and shall have the right to use any Units owned by Developer (or its affiliates) and all of the Common Elements or Association Property for guest accommodations, model apartments and sales, leasing, management, administration and construction offices, to provide financial services, to show model Units and/or apartments and the Common Elements and/or any other portions of the Condominium Property or such neighboring property to prospective purchasers and tenants of Units and/or "units" or "apartments" constructed on any neighboring properties, and to erect on the Condominium Property and Association Property signs, displays and other promotional material to advertise Units or other properties for sale or lease either in the Condominium or such neighboring properties (and an easement is hereby reserved for all such purposes and without the requirement that any consideration be paid by the Developer to the Association or to any Unit Owner).

(8) Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Elements in the performance of their respective duties.

(9) Roof. A non-exclusive easement in favor of the Developer (including, its contractors, agents, designees and assignees) is hereby reserved, to the fullest extent permitted by law, to allow the Developer to install mechanical equipment, antennas, dishes, receiving, transmitting, monitoring and/or other equipment or items which Developer may elect to install (the "Private Rooftop Equipment"), whether for itself or any third party (including persons who are not Owners of any portion of the Condominium) upon the roof of the Condominium Buildings and/or Association Property and/or upon any mechanical installations located upon the roof. Without limiting the generality of the foregoing, easements in favor of the Developer shall exist: (i) for pedestrian traffic over, through and across the Common Elements and/or Association Property as may be necessary to access the Condominium Buildings rooftops, and, (ii) to connect to the utility systems within the Condominium and over and across such other portions of the Condominium Property and/or Association Property as may be reasonably necessary to permit hook-up of any Private Rooftop Equipment, and (iii) over, in, under and upon such portions of the Condominium Property and/or Association Property as may be reasonably necessary or appropriate for the installation, maintenance, repair, replacement and/or alteration of the Private Rooftop Equipment. Notwithstanding anything to the contrary contained in this Section III(D)(9), in exercising any of the easements granted herein, Developer may not impair service to any Units and/or the Common Elements and must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction.

(10) **Warranty.** For as long as Developer remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer in the development, construction, sale, resale, leasing, financing and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner and without requiring any consideration to be paid by the Developer to the Unit Owners and/or Condominium Association (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the Association or any Unit Owner to grant, or to interfere with, such access, shall alleviate the Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes the Developer in any way in. Developer's activities described in this Section III(D)(10). The easements reserved in this Section shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer. Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be or are expressly set forth herein) as set forth in Article XXI below.

(11) **Additional Easements.** The Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium and/or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

IV. Restraint Upon Separation and Partition of Common Elements.

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

V. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

(A) **Percentage Ownership and Shares in Common Elements.** The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is as set forth on **Exhibit "3"** attached hereto, same having

been determined based upon the total square footage of the applicable Unit in uniform relationship to the total square footage of each other Unit.

(B) Voting. Each Unit shall be entitled to one (1) vote, with all such votes to be cast in accordance with the provisions of the Bylaws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.

VI. Amendments.

Except as elsewhere provided herein, amendments may be effected as follows:

(A) By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Unit Owners. Except as elsewhere provided, approvals must be by an affirmative vote representing in excess of 66 2/3% of the voting interests of all Unit Owners. Directors and members, not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided that such approval is delivered to the secretary at or prior to the meeting, however, such approval or disapproval may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

(B) Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by in excess of 66 2/3% of the voting interests of Unit Owners. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement, operation, repair and maintenance of approved exterior storm shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.

(C) Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance; nor shall an amendment make any change in the Sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

(D) Water Management District. No amendment may be adopted which would affect the surface water management and/or drainage systems, including environmental conservation areas, without the consent of the St. Johns River Water Management District (the "District"). The District shall determine whether the amendment necessitates a modification of the current surface water management permit. If a modification is necessary, the District will advise the Association.

(E) By or Affecting the Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the Bylaws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment: (i) to permit time-share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units); or (ii) to effect a Material Amendment which must be approved, if at all, in the manner set forth in Section VI(B) above. The unilateral amendment right set forth herein shall include, without limitation, the right to correct scrivener's errors. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the prior written consent of the Developer in each instance.

(F) Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable amendment is properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

VII. Maintenance and Repairs.

(A) By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit, interiors of any Limited Common Element garages, and all improvements made by the Owner to the Limited Common Elements assigned to the Unit except any portion of a Unit which is expressly made the maintenance obligation of the Association as set forth in subparagraph (B) below. This maintenance responsibility shall include, but not be limited to the following: all glass surfaces, windows (excluding exterior cleaning), window frames (except for periodic painting, staining and/or cleaning of the exterior window frames), casings and locks (including caulking of windows); all Limited Common Element hurricane shutters, if any, unless the Board elects to maintain such shutters in accordance with Section XVI(H) below; all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting, staining and/or cleaning of the exterior surface of entry doors and door frames and doorways facing the hallway of the Condominium); all portions of the heating and air conditioning system, including the air conditioning compressor serving the Unit and the fan coil; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit). Unit Owners shall also be responsible for keeping the interior of his or her Unit free from insects and pests, including the responsibility to hire a professional exterminator when necessary. Additionally, each Unit Owner shall perform maintenance obligations as described in Section VII(E) below ("Mold and/or Mildew") within his/her Unit. All maintenance, repair and/or replacements for which the Owner is responsible and obligated to perform which if not performed, would affect other Units or Common Elements, shall be performed promptly as the need arises.

In addition, each Unit Owner shall have the responsibility:

(1) To keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Unit.

(2) To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units.

(3) To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

(4) To pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Unit Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Unit Owner, his or her family, tenants or guests, with the cost thereof to be billed to the Owner, which cost shall bear interest at the highest rate permitted by law from the date expended until paid in full.

(B) By the Association. The Association shall maintain and keep in good repair as a Common Expense the following:

(1) all Common Elements, including any Limited Common Elements but excluding all improvements made to such Limited Common Elements, and including all portions of the roof and the roof support systems, including the roof joists and cross braces, even if such roof joists and cross braces are located within a Unit, and including all outdoor parking spaces, the exterior of garage buildings (if any are constructed in the future) and the structures of the Limited Common Element screen porches (if any) (excluding the screening);

(2) periodic painting, staining and/or cleaning of exterior surfaces of the Condominium buildings, exterior windows and window frames and entry doors and door frames, on a schedule to be determined by the Board of Directors; and

(3) the Board has the right in its sole discretion, but not the obligation, to maintain all Limited Common Element hurricane shutters, if any.

Except for the maintenance responsibilities provided in subparagraph (A) above, no maintenance or repair which is the responsibility of the Association shall be performed on or to the Common Elements by an Owner or Occupant (including, but not limited to landscaping of Common Elements). If any such maintenance or repair is performed by an Owner or Occupant in violation of these covenants, the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair and the Owner or Occupant shall be liable to the Association for any resulting damage to the Common Elements.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner of a Unit has put the Association on notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements.

The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporation of its choice, such duties as are approved by the Board of Directors.

(C) Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Owner does not complete the required maintenance, repair and/or replacement within the time allotted, and if the repair, replacement and/or maintenance is of an item which, if not performed would affect other Units or the Common Elements but which does not create an emergency, the Board may provide such maintenance, repair or replacement at a time agreed upon with the Owner and such cost shall be billed to the Owner. If the Board determines that an emergency exists by virtue of an Owner's failure to maintain, then the Board may enter the Unit and provide the necessary maintenance, repair and/or replacement and such cost shall be billed to the Unit Owner. Any cost billed to the Owner pursuant to this subsection may include reasonable administrative fees and shall bear interest at the highest rate permitted by law from the date expended until paid in full may include reasonable administrative fees.

If the Board determines that the need for maintenance or repair is caused through the willful or negligent act of any Owner, or Occupant or their family, guests, lessees, or invitees, then the Association may bill the Owner for the cost of any such maintenance, repair, or replacement and any such amount billed may include reasonable administrative fees and shall bear interest at the highest rate permitted by law from the date expended until paid in full.

(D) Measures Related to Insurance Coverage.

(1) The Board of Directors, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Unit Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install and maintain smoke detectors at a mutually agreed upon

time, requiring Owners to certify that they have checked the batteries for their smoke detectors, requiring Owners to allow the Association to inspect the smoke detectors and replace batteries if needed by the Board of Directors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require so long as the cost of such work does not exceed Three Hundred Dollars (\$300.00) per Unit in any twelve (12) month period.

(2) In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any requirement made by the Board of Directors pursuant to Section VII(D)(2) above, the Association, upon fifteen (15) days' written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit at a mutually agreed upon time. The cost of any such work performed by the Association shall be billed to the Owner and shall bear interest at the highest rate permitted by law from the date expended until full payment. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to Section VII(D)(1) above, including, but not limited to, a right of entry without notice in an emergency situation.

(E) Mold and/or Mildew. Mold and/or mildew can grow in any portion of the Condominium that is exposed to elevated levels of moisture. The Association and each Unit Owner agree to: (i) regularly inspect the parts of the Condominium that they respectively maintain, and which are visible and accessible without having to first conduct invasive testing, for the existence of mold, mildew, and/or water intrusion (except when the water intrusion is part of the normal functioning of improvements and appliances such as showers, sinks, dishwashers, and other similar appliances and improvements) and/or damage; (ii) upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the Condominium that they respectively maintain; (iii) remediate or replace any building material located in the parts of the Condominium that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate all mold and/or mildew discovered in the parts of the Condominium that they respectively maintain in accordance with current industry-accepted methods. In addition, the Association agrees to notify the Units Owners, and each Unit Owner agrees to notify the Association of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the Condominium that they respectively maintain.

Notwithstanding anything to the contrary herein, Developer shall have no obligation to perform any invasive testing or inspections, maintenance or repairs in accordance with this Section VII(E), and shall not be held liable for any loss or damage caused by the failure of the Association or a Unit Owner to perform their obligations herein.

VIII. Additions, Improvements or Alterations by the Association.

Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of three percent (3%) of the then applicable budget of the Association in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by an affirmative vote representing a majority of the voting interests represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing in the aggregate three percent (3%) of the then applicable budget of the Association or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any

calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year.

IX. Architectural Control / Additions, Alternative and Improvements by Unit Owners.

(A) By Unit Owners.

(1) During Developer Control. During the time in which the Developer has the right to appoint a majority of the directors and officers of the Association under Article 4 of the Bylaws there shall be no ARC and all encroachments onto the Common Elements or Limited Common Elements, exterior change, alteration or construction (including painting and landscaping), and any erection, placement or posting of any object, sign, clothesline, speaker, playground equipment, light, fountain, or thing on the exterior or roofs of the Buildings, in any windows (except window treatments as provided herein), or on any Limited Common Elements or any Common Elements, must receive the prior written approval of the Developer; however, religious symbols not larger than two inches (2") in width and five inches (5") in height may be posted on the door frame of the Unit and reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15th. Granting or withholding such approval shall be within the sole discretion of the Developer. All references in the Declaration to the ARC shall refer to the Developer during the period the Developer has the right to appoint a majority of the officers and directors of the Association.

(2) After Developer Control. At the time the Unit Owners other than the Developer have the right to elect a majority of the officers and directors of the Association as provided in Article 4 of the Bylaws, an ARC shall be appointed by the Board of Directors and except for the Developer (so long as the Developer shall own a Unit for sale), no Owner, Occupant, or any other person may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, clothesline, speaker, playground equipment, light, fountain, or thing on the exterior or roof of the building, in any windows (except window treatments as provided herein), on any Limited Common Elements, or on any other Common Elements, without first obtaining the written approval of the ARC. However, religious symbols not larger than two inches (2") in width and five inches (5") in height may be posted on the door frame of the Unit and reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15th. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, the location in relation to surrounding structures and topography, and the impact of such approval, if any, on the increase or decrease of sounds and vibrations between the Units and between the Units and the Common Elements and the impact of such approval, if any, on the increase or decrease of sounds and vibrations between the Units and between the Units and the Common Elements.

(3) Alteration of Units. Subject to the other provisions of this Declaration, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

(i) Alterations to the Interiors of the Units. Except as provided herein, no Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits and/or other apparatus for access to common utilities without prior written ARC approval (including, but not limited to installation of washers and dryers). Except as provided herein, no Owner or Occupant shall make any interior modifications to or place an excessive load on any structural or load bearing portions of a Unit without first obtaining the prior written approval of the ARC. Such approval shall not be granted by the ARC unless the Owner has presented to the ARC a report or drawing prepared by a licensed structural engineer showing that compensating

measures will be taken to ensure the structural integrity of the Unit and the Condominium. All building code requirements must be complied with and necessary permits and approvals secured for any modifications. Notwithstanding the above, all Owners desiring to make any interior modifications or alterations to a Unit affecting the Common Elements or structure or load bearing portions of a Unit must make application to the ARC as described below in order for the ARC to make the determination of whether the ARC's approval is required.

Notwithstanding the above, if any Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as no portion of any structural or load bearing portions of the Unit(s) are materially weakened or removed and the ARC has approved the plans described above and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein which shall be relocated by such Owner if such facilities serve any other part of the Condominium. The alterations permitted in this section shall not be deemed an alteration or relocation of boundaries between adjoining Units.

(ii) Relocation of Boundaries. Boundaries between adjoining Units shall not be relocated unless such relocation is accomplished by an amendment to the Declaration, which amendment must be approved in accordance with Section 718.110(4) of the Act as it may be amended from time to time.

(iii) Subdivision of Units. No Unit shall be subdivided into a smaller Unit or Units.

(4) By the Developer. The restrictions of this Section shall not apply to Developer-owned Units nor shall the Developer be required to obtain any approvals under this Section. To the extent permissible under the Act, the Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, (i) to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements); (ii) expand, alter or add to all or any part of the recreational facilities; (iii) change the layout or number of rooms in any Developer-owned Units; (iv) add to or modify recreational facilities; and (v) change the size and/or number of Developer-owned Units by combining separate Developer-owned Units into one (1) or more Units, or otherwise (the foregoing combining may be either horizontal or vertical combining of units); provided, however, there shall be no change to the configuration or size of any Unit in any material fashion, material alteration or modification of the appurtenances to any Unit or change to the percentage interest in the Common Elements and share of Common Surplus and Common Expenses of any Unit unless the record owner of the affected Unit(s) and all record owners of mortgages or other liens on the affected Unit(s) shall join in the execution of the amendment and unless a majority of the record owners of all other Units approve the amendment. If the Developer shall make any changes in Units, as provided in this subsection, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer and any Eligible Mortgage Holders holding a mortgage encumbering the said altered Units unless otherwise required by the preceding sentence or by Section 718.110(4) of the Act. The survey shall be certified in the manner required by the Act.

(5) Applications. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ARC may reasonably require. The ARC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance

with approved plans. The ARC may publish written architectural standards for exterior and Common Element alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography of the vicinity. In the event that the ARC fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the ARC may reasonably require have been submitted, its approval will not be required and this subparagraph will be deemed complied with; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the rules and regulations.

(6) Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the ARC. It is the responsibility of every Unit Owner to determine for himself or herself what architectural modifications have been made to his or her Unit by any predecessor-in-interest. In the discretion of the ARC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

(7) Limitation of Liability. Review and approval of any application pursuant to this Paragraph is made on the basis of aesthetic considerations only, and neither the Developer, the Board of Directors or the ARC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Neither the Developer, the Association, the Board of Directors, the ARC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Unit.

(8) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors and ARC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the ARC may adopt different architectural standards for different parts of the condominium, based on street visibility and location of the proposed modification in the building. The approval of either the Board of Directors or the ARC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, or the ARC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(9) Enforcement. Any construction, alteration, or other work done in violation of this Paragraph shall be deemed to be nonconforming. Upon written request from the Board or the ARC, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property at a mutually agreed upon time, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof shall be billed to the Owner, may include reasonable administrative fees and shall bear interest at the highest rate permitted by law from the date expended until paid in full.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions. Furthermore, the Board

shall have the authority to record in the St. Johns County land records notices of violation of the provisions of this Paragraph.

If any Owner or Occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Elements or Limited Common Elements in violation of this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction be removed or that it remain on the Common Elements or Limited Common Elements without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.

(10) Commencement of Construction. All changes, modifications and improvements approved by the ARC hereunder must be commenced within six (6) months from the date of approval. If not commenced within six (6) months from the date of such approval, then such approval shall be deemed revoked by the ARC, unless the ARC gives a written extension for commencing the work. All work approved by the ARC hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ARC. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

X. Operation of the Condominium by the Association; Powers and Duties.

(A) Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation of the Association (respectively, **Exhibits "4" and "5"** annexed hereto), as amended from time to time. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(1) The irrevocable right to have access to each Unit and any Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for pest control, or other purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at anytime and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning and/or to maintain, repair, replace and/or operate Life Safety Systems. Unless the Association expressly assumes the obligation to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning, the obligation to put shutters on, and then remove shutters, intended to protect individual Units shall be the sole obligation of the Unit Owner.

(2) The power to make and collect Assessments and other Charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and Association Property.

(3) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior written request.

(4) The Association shall assume all of Developer's and/or its affiliates' responsibilities to the County, and its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

(5) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as reviewing and evaluating the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such 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 in 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.

(6) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefore mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the Bylaws with respect to certain borrowing. The foregoing restriction shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.

(7) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and Association Property.

(8) The power to acquire, convey, lease and encumber real and personal property. Personal property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, subject to Article VIII hereof. Real property (including, without limitation, any of the Units) shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors alone; provided that the requirements of Article VIII pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso regarding the debt incurred) shall also apply to the acquisition of real property; provided, further, however, that the acquisition of any Unit as a result of a foreclosure of the lien for Assessments (or by deed in lieu of foreclosure) shall be made upon the majority vote of the Board, regardless of the price for same and the Association, through its Board, has the power to hold, lease, mortgage or convey the acquired Unit(s) without requiring the consent of Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

(9) The obligation to (i) operate and maintain the surface water management system in accordance with the permit issued by the District, (ii) carry out, maintain, and monitor any required wetland mitigation tasks and (iii) maintain copies of all permitting actions with regard to the District.

(10) The power to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.) relating to the Condominium Property, and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney in-fact to execute any and all such documents or consents.

(11) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation, the Bylaws, Chapters 607

and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration and the Exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its Exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

(B) Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association. The Association also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms. Notwithstanding the foregoing, nothing contained herein shall relieve the Association of its duty of ordinary care, as established by the Act, in carrying out the powers and duties set forth herein, nor deprive Unit Owners of their right to sue the Association if it negligently or willfully causes damage to the Unit Owner's property during the performance of its duties hereunder. The limitations upon liability of the Association described in this Section X(B) are subject to the provisions of Section 718.111(3) Florida Statutes.

(C) Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

(D) Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

(E) Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or Bylaws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

(F) **Effect on Developer.** If the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken after control of the Association has passed to Unit Owners (other than the Developer), without the prior written approval of the Developer:

- (1) Assessment of the Developer as a Unit Owner for capital improvements;
- (2) Any action by the Association that would be detrimental to the sales of Units by the Developer or the assignment of Limited Common Elements by the Developer for consideration; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

XI. Determination of Common Expenses and Limited Common Expenses and Fixing of Assessments Therefore.

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium and the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the Bylaws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or Bylaws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the Bylaws.

XII. Collection of Assessments.

(A) **Liability for Assessments.** A Unit Owner, regardless of how title is acquired; including by purchase at a foreclosure sale or by deed in lieu of foreclosure shall be liable for all Assessments coming due while he is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the grantee Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

(B) **Special and Capital Improvement Assessments.** In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

- (1) "Special Assessments" shall mean and refer to an Assessment against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(2) "Capital Improvement Assessments" shall mean and refer to an Assessment against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements or Association Property.

Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments or Capital Improvement Assessments, in the aggregate in any year, exceed three percent (3%) of the then estimated operating budget of the Association, the Board must obtain approval of a majority of the voting interests represented at a meeting at which a quorum is attained.

(C) Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at fifteen percent (15%) per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to a first mortgage of record, the lien is effective from and after the date of the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner and the name and address of the Association. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County. To be valid, the claim of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates, and the claim of lien must be executed and acknowledged by an officer or authorized officer of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall be effective longer than one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced. The one (1) year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Owner or any other person claiming an interest in the Unit. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorneys' fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may accelerate and declare immediately due and payable all installments of Assessments for the remainder of the fiscal year. In the event that the amount of such installments changes during the remainder of the fiscal year, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

(D) Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this Section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

(E) Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.

(F) First Mortgagee. The liability of the holder of a first mortgage on a Unit (each, a "First Mortgagee"), or its successors or assigns, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments (or installments thereof) that became due prior to the First Mortgagee's acquisition of title is limited to the lesser of:

- (1) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- (2) One percent (1%) of the original mortgage debt.

As to a Unit acquired by foreclosure, the limitations set forth in clauses (a) and (b) above shall not apply unless the First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however, is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

A First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of any of the Common Expenses coming due during the period of such ownership.

(G) Developer's Liability for Assessments. During the period from the date of the recording of this Declaration until the earlier of turnover or December 31 of the calendar year in which the Declaration is recorded (the "Guarantee Period"); provided: (i) that the regular Assessments for Common Expenses imposed on each Unit Owner other than the Developer prior to the expiration of the Guarantee Period shall not increase during such period over the amounts set forth in **Attachment C**; and (ii) that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed levels receivable from other Unit Owners. After the Guarantee Period, the Developer shall have the option of extending the guarantee for six (6) additional six (6) month periods, or paying the share of Common Expenses and Assessments attributable to Units it then owns.

Notwithstanding the above and as provided in Section 718.116(9)(a)(2), Florida Statutes, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Unit Owners owning units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this Section, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the expiration of the Guarantee Period (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(11)(a), Florida Statutes.

(H) Estoppel Statement. Within fifteen (15) days after receiving a written request therefore from a purchaser, Unit Owner or mortgagee of a Unit, the Association shall provide a certificate, signed by an officer or agent of the Association, stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his or her Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of such certificate.

(I) Installments. Regular Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, assessments will be collected monthly, and be due on the first day of each calendar month.

(J) Application of Payments. Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

XIII. Insurance

Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions, provided however that nothing shall be done or kept on the Condominium Property and/or Association Property which would increase the rate of insurance on the Condominium Property, Association Property or any Unit:

(A) Purchase, Custody and Payment.

(1) Purchase. All insurance policies described herein covering portions of the Condominium and Association Property shall be purchased by the Association and shall be issued either by an insurance company authorized to do business in Florida, or by a surplus lines carrier offering policies for Florida properties reasonably acceptable to the Board.

(2) Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance, if requested thereby.

(3) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional named insured's.

(4) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(5) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(6) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability, moving and relocation expenses, lost rent expenses and living expenses and for any other risks not otherwise insured in accordance herewith. To the extent that a Unit Owner or other occupant of a Unit desires coverage for such excluded items, it shall be the sole responsibility of the Unit Owner and/or occupant to obtain.

(B) Coverage. The Association shall maintain insurance covering the following:

(1) Casualty. The Insured Property (as hereinafter defined) shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs (and subject to such reasonable deductibles as discussed below). The policy shall provide primary coverage for the following (the "Insured Property"): (i) all portions of the Condominium Property located outside the Units, (ii) the Condominium Property located inside the Units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time that the Unit was initially conveyed, and (iii) the Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policies) and all improvements located on the Common Elements and the Association Property from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or Association Property. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner and/or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, if any, whether or not located within the Unit boundaries. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. 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 are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(2) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice

versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association's employees, in such amounts and under such terms and conditions as the Association deems appropriate in its sole and absolute discretion.

- (3) Worker's Compensation and other mandatory insurance, when applicable.
- (4) Flood Insurance covering the Common Elements, Association Property and Units if required by the Primary Institutional First Mortgagee or FNMA/FHLMC, or if the Association so elects.
- (5) Errors and Omissions. The Association shall obtain and maintain adequate liability, errors and omission coverage on behalf of each of the officers and directors of the Association.
- (6) Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.
- (7) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (8) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association, if required by FNMA/FHLMC, shall have the following endorsements: (i) agreed amount and inflation guard and (ii) steam boiler coverage (providing at least \$50,000 coverage for each accident at each location), if applicable.

(C) Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may (or if required by FNMA/FHLMC, shall) obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

(D) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such manner as the Board of Directors deems appropriate. The Board shall determine the appropriate deductible for each policy of insurance. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby ratifies and confirms any decisions made by the Association in this regard and recognizes and agrees that funds to cover the deductible must be provided from the general operating funds of the Association before the Association will be entitled to insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable deductible.

(E) Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors as provided in Section XIII(J), and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

(1) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in Section XIII(E)(2) below.

(2) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

(3) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

(F) Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(1) Expenses of the Trustee. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefore.

(2) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost

thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section XIII(E) above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

(4) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

(G) Association as Agent. The Association is hereby irrevocably appointed as agent and attorney in fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(H) Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

(I) Benefit of Mortgagees. Certain provisions in this Article XIII entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

(J) Appointment of Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration, Fees and expenses of any Insurance Trustee are Common Expenses.

(K) Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Units) or Common Elements, such property shall be presumed to be Common Elements.

XIV. Reconstruction or Repair After Fire or Other Casualty.

(A) Determination to Reconstruct or Repair. Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If seventy-five percent (75%) or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common

Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

(B) Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and, if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than eighty percent (80%) of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

(C) Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

(1) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if

appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section XIV(C)(1)(i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair; that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

(D) Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected 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 of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Optional Property, the Association shall charge the Owner (but shall not levy an Assessment) in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

(E) Benefit of Mortgagees. Certain provisions in this Article XIV are for the benefit of mortgagees of Units and may be enforced by any of them.

XV. Condemnation.

(A) Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

(B) Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

(C) Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Article XV specifically provided.

(D) Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(1) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to and paid by the Owner of the Unit.

(2) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

(3) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

(i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

(ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

(E) Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(1) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(2) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefore shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(3) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

(i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Section XV(D)(3) hereof (the "Percentage Balance"); and

(ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Section XV(D)(3) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

(4) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(5) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined

by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking. Notwithstanding the foregoing, nothing contained herein shall limit or abridge the remedies of Unit Owners provided in Sections 718.303 and 718.506, Florida Statutes.

(F) Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

(G) Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

XVI. Use and Occupancy Restrictions.

Each Owner of a Unit shall be responsible for ensuring that the Owner's family, guests, invitees, tenants and Occupants comply with all provisions of the Declaration and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Declaration, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

In addition to the following use restrictions, the Board of Directors may adopt reasonable rules and regulations in accordance with the terms hereof and as specified in the Bylaws. These use restrictions are in addition to and not in lieu of use restrictions contained in the Declaration or promulgated by the Association. In the event of conflict or inconsistency between these use restrictions and those contained in the Declaration of promulgated by the Association, the stricter shall contra to the extent permitted by law, neither Units owned by the Developer nor the Developer, its agents, employees, or contractors, shall be subject to the provisions of this Section.

(A) Use of Units.

(1) Residential Units. No Residential Unit may be divided or subdivided into a smaller Unit. Children are permitted to be Occupants of Units. Each Residential Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Residential Unit or any part of the Condominium other than the Non-Residential Unit, except that

the Owner or Occupant residing in a Residential Unit may conduct ancillary business activities within the Residential Unit so long as:

(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Residential Unit;

(ii) the business activity does not involve visitation of the Residential Unit by employees, clients, customers, patients, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a Residential Unit without business activity;

(iii) the business activity is legal and conforms to all zoning requirements for the Condominium;

(iv) the business activity does not increase traffic in the Condominium in excess of what would normally be expected for Residential Units in the Condominium without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services which deliveries shall be allowed only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

(v) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(vi) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the Board's discretion; and

(vii) the business activity does not result in a materially greater use of Common Element facilities or Association services.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, neither the use of a Unit by an on-site management agent operating on behalf of the Association nor the use by the Developer of a Unit or Units owned by the Developer for Unit models, sales/leasing office and/or management/business office shall be considered a trade or business within the meaning of this subparagraph. The Board of Directors shall have the sole discretion to determine what, if anything, is unreasonable about a particular business activity.

(2) Non-Residential Units. Each Non-Residential Unit shall be used only for such residential purposes and/or commercial use or business purposes permitted by applicable zoning ordinance and use restrictions, provided such commercial or business activity does not constitute a nuisance or hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the reasonable discretion of the Board

(i) Prohibited Uses. Notwithstanding the foregoing, no part of a Non-Residential Unit used for any of the following purposes:

1. cinema/movie theater;
2. bowling alley;
3. skating rink;
4. video game room, amusement gallery or amusement arcade;
5. pool hall;
6. massage parlor or facility that host obscene, nude or semi-nude live performances;
7. adult book store or adult video store where obscene, pornographic or "adult" materials or paraphernalia, including, but not limited to, movies, videotapes, devices, books, magazines, or other related items are sold or displayed;
8. facilities used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of controlled substances;
9. facilities used for the operation of any liquor store, package store, or other store primarily selling and/or manufacturing alcoholic beverages;
10. funeral home or store selling caskets;
11. industrial or manufacturing uses;
12. automotive supplies and parts; and
13. fast food restaurants or restaurants where food is fried.

(ii) Permitted Uses. Notwithstanding the foregoing, a Non-Residential Unit may be used for any of the following purposes:

1. real estate sales or leasing office; and
2. uses that are ancillary to the permitted uses specified herein.

(iii) Proposed Uses. Any proposed use of any part of a Non-Residential Unit that is not prohibited in subsection (i) above but is not specified as a permitted use in subsection (ii) above and is permitted by applicable zoning ordinance and use restrictions, shall be submitted for the review, consideration and approval or disapproval of the Board of Directors.

(B) Number of Occupants. The maximum number of occupants in a Residential Unit shall be limited to two (2) people per bedroom in the Unit, (as such bedrooms are depicted on the original Survey and Floor Plans filed in the St. Johns County, Florida records). "Occupancy," for purposes hereof, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a Unit on the Effective Date hereof. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Unit. The designated person(s) to occupy the Unit may not be changed more frequently than once every six (6) months.

(C) Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by any Owner or Occupant, other than the Developer, on any portion of the Condominium Property, at any time, either temporarily or permanently, without the prior written approval of the Board.

(D) Use of Common Elements Including Amenities. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. With prior written Board approval, and subject to any restrictions imposed by the Board, an

Owner may reserve portions of the Common Elements for use for a period of time as set by the Board; provided that the Board may charge a reasonable fee for such reserved use of the Common Elements. Any such Owner who reserves a portion of the Common Elements as provided herein shall assume, on behalf of himself or herself and his or her guests, Occupants and family, all risks associated with the use of the Common Elements and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. There shall be no use of the roof of the Condominium Building by the Owners, their family members, guests, tenants, invitees, agents or contractors; provided that the Association and its agents and contractors shall have access to the roofs for performing its maintenance and repair responsibility; and further provided that the Association has the right to lease, sell or assign space on the roofs of the Condominium Buildings to any person for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of telecommunications equipment; provided that any such use of the roof area for telecommunication equipment must comply with all state and/or local zoning, building and other applicable laws and codes. The Association shall collect and retain any and all income received from any agreements to sell, lease, or assign the spaces described in this subsection. There shall be no gardening or landscaping on the Common Elements by Owners or Occupants without the prior written consent of the Board. This subsection shall not apply to the Developer, so long as the Developer shall own a Unit for sale.

(E) Use of Limited Common Elements and Balconies. Except as otherwise provided herein, the use of the Limited Common Elements assigned to the Units is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned, and said Owner's family members, guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

(1) Balconies. Objects over forty-two (42) inches in height, bicycles and/or motor bikes, laundry garments, towels and objects other than potted plants and patio furniture, except as may be authorized by the Board, shall not be placed on a balcony. Objects shall not be permitted to hang over or be attached to any exterior balcony wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of the balcony wall. Penetration of the surfaces of a balcony wall or floor is prohibited. Enclosure of a balcony is also prohibited unless done by the Developer. As used herein, "enclosure" shall mean the permanent enclosure of a balcony into the heated and cooled space within the boundaries of a Unit.

(i) Nothing shall overhang or be mounted to the balcony rail including flower boxes and decorative adornment. No decorative adornment, including patio furniture, should extend above the height of the balcony rail. Only patio furniture may regularly be stored on the balcony.

(ii) No Unit Owner shall display, hang, or use any signs, clothing, sheets, blankets, laundry or other articles outside his or her Unit, or which may be visible from the outside of the Unit (other than draperies, curtains or shades of a customary nature and appearance in the light, neutral colors). Items which are not permitted to overhang windows, doors or balcony include, but are not limited to window sized air-conditioning units, linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, or any articles.

(F) Grilling. The use of outdoor grills on any portion of the Condominium Buildings, other than electric grills, is prohibited, including but not limited to gas, charcoal, barbeque and

hibachi grills; provided, however, Owners and Occupants are permitted to use grills located on the Common Elements that were provided by the Developer or the Association, if any.

(G) Selling, Leasing and Mortgaging of Units.

Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section:

(1) Sales. Each new Owner shall notify the Association and the Management Firm, if any, of the conveyance within seven (7) days after receiving title to the Unit by informing the Association, and the Management Firm, if any, in writing of the new Owner's or Owners' name(s) and the date the new Owner received the title to the Unit. Any Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a certificate of unpaid assessments from the Association setting forth the amount of assessments and other monies owed to the Association as set forth in Section 19(f) of this Declaration. Any deed or conveyance to a new Unit Owner shall automatically be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations, and all other agreements, documents or instruments affecting the Condominium Property, as the same may be amended from time to time.

(2) Leasing. The Board shall have the power to make and enforce reasonable rules and regulations regarding leasing of Units (provided that, any changes to the leasing provisions of Sections XVI(G)(2)(i) and XVI(G)(2)(ii) shall require an amendment to the Declaration in accordance with Article VI of this Declaration) and to levy fines in accordance with the Declaration and Bylaws in order to enforce the provisions of this Section and of the rules and/or regulations issued pursuant to this Section. "Leasing," for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any Person other than the Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute "leasing" hereunder. Leasing of Residential Units shall be governed by the following provisions:

(i) Notice. At least seven (7) days prior to entering into the lease of a Residential Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease into compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(ii) General. A Residential Unit may not be leased to an individual who is less than twenty-one (21) years old. Residential Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Residential Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than nine (9) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Residential Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Residential Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease; provided that, such approval or disapproval by the Board shall be given within seven (7) days after the Board's receipt of the proposed lease and; provided further, that in

the event that the Board does not give its approval or disapproval in a timely fashion, such lease shall be deemed approved. Notwithstanding the above, this subparagraph shall not apply to the leasing of Units owned by the Association or to the leasing of the Non Residential Unit.

(iii) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Residential Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Residential Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Residential Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Residential Unit to comply with the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a Rule or Regulation, notice of the violation shall be given to the Owner and the lessee, and a fine may be charged against the Residential Unit in accordance with the Bylaws and Section XVII(C) of this Declaration.

Any violation of the Declaration, Bylaws, or Rules and Regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Florida law. The Owner hereby delegates and assigns to the Association, after the Board gives notice to the Unit Owner at the last address provided by Unit Owner to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Prior to eviction of a tenant, the Association shall give the Unit Owner five (5) days notice to allow the Owner to secure compliance from the lessee. If the lessee does not cure the violation within such time period, the Board may commence eviction proceedings. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs, associated with the eviction shall be billed to the Owner and shall bear interest at the highest rate permitted by law from the date expended until paid in full.

(2) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.

(iv) Continuing Liability. The liability of the Unit Owner under this Declaration shall continue, notwithstanding the fact that the Unit Owner may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the Articles of Incorporation, the Bylaws, and the Management Agreement, if any, as well as the provisions of the Act.

(3) No Severance of Ownership. Subject to the rights set forth in Section XVI(L) of this Declaration, no part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of

the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include the Unit's appurtenant interest in the Common Elements.

(4) Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer such Owner's Unit by gift, to devise such Owner's Unit by will, or to have such Owner's Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and such Owner's Unit subject to, the provisions of this Section.

(5) Applicability of this Section. Notwithstanding the above, except as required by the Act, or the regulations implementing the Act, specifically Rule 61B-18.007, Florida Administrative Code ("F.A.C."), as the Act or such regulations may be amended from time to time, this Section shall not apply to any leasing transaction entered into by the Developer (regardless of whether said lease is entered into prior to or after the Developer has relinquished control of the Association in accordance with Section 718.301(4), Florida Statutes), the Association, or the holder of any first mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage.

(H) Hurricane Shutters and Hurricane Preparations. In the event the Board does not elect to install hurricane shutters in accordance with this Section, Owners may do so; provided that Owners shall not install hurricane or storm shutters without the prior approval of the ARC. In accordance with Section 718.115, Florida Statutes, the Board shall adopt hurricane shutter specifications, including color, style and other factors deemed relevant by the Board. All such specifications shall comply with the local building code. All shutters installed by Unit Owners or the Board, must comply with the shutter specifications adopted by the Board. Approved hurricane or storm shutters shall only be closed during a hurricane warning or severe storm warning and during hurricanes or severe storms; such shutters may remain closed until the hurricane or severe storm warnings are discontinued. Shutters must be open at all other times. The installation, replacement and maintenance of such hurricane shutters in accordance with this Section and with the rules and regulations shall not be deemed a material alteration to the Common Elements.

(1) Hurricane Preparations. Each Unit Owner or Occupant who is absent from such Owner's Unit during Hurricane season, shall prepare his/her Unit prior to departure by:

(i) Removing all furniture and plants and any other item not permanently affixed from the balconies; and

(ii) Designating a responsible firm or individual to care for the Unit during his/her absence (including the removal of furniture and plants and other items not affixed to balconies) in the event of a hurricane or severe storm, and in the event that the Unit suffers hurricane or storm damage. Each Unit Owner or Occupant shall furnish the Board, or manager, if any, with the name of such firm or individual.

(I) Prohibition of Damage, Nuisance and Noise. Nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

(1) The dwelling Units in the Condominium are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that

interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant.

(2) Furthermore, destructive or offensively activity shall not be carried on within the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates disturbing noises, including without limitation, use of stereo speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

(3) No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the reasonable opinion of the Association's Board of Directors or its designee, would jeopardize the soundness or safety of the Condominium or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their mortgagees.

(4) No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or destruction caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit.

(J) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements or Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements or Limited Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

(K) Pets. No Owner or Occupant may keep any animals on any portion of the Condominium except as expressly permitted in this Section. An Owner or Occupant may keep no more than a total of two (2) dogs and/or cats per Unit and a reasonable number of other generally recognized household pets, as determined in the Board's sole discretion, weighing less than two (2) pounds each (including by way of example, but not limitation, fish, gerbils and small birds).

(1) No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written approval of the Board. No pets are allowed on any portion of the Common Elements except for the designated dog walk area, if any; provided, however, an Owner or Occupant may walk a pet across the Common Elements to reach such dog walk area, if any, or to enter or exit the Condominium Property. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements; provided, however, pets need not be leashed within balconies when attended by a person; provided further than such pets shall not create a nuisance to other Unit Owners. Pet litter left by pets upon the Common Elements or in any dog walk area must be immediately removed by the owner of the pet or the person responsible for the pet.

(2) No potbellied pigs, snakes, pit bull dogs, rotweillers, doberman pinchers or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

(3) Any Owner or Occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, officers and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

(L) Parking.

(1) Parking spaces will be located within the Common Elements surface parking area and may only be used by Owners or Occupants of a Unit within the Condominium and their guests and families. Parking will be on an unassigned, first come-first served basis; provided however, that the Developer reserves the right to assign parking space(s) in its sole and absolute discretion. In the event that Developer or Association assigns parking space(s), a Unit Owner may, upon prior written express consent of the Association, which shall not be unreasonably withheld, convey, assign or transfer such parking space(s) so long as such assignee or transferee is a Unit Owner within the Condominium.

(2) The Developer, and following turnover the Association, reserves the right, but not obligation, to construct parking garages within certain portions of the Common Element surface parking lot area. Any such parking garage(s) would be designated as a Limited Common Element area, with the expenses related thereto being paid by those Unit Owners purchasing Limited Common Element rights in the garage(s).

(3) By acceptance of a deed to a Unit, each Owner acknowledges and agrees that any parking space may be relocated at any time, and from time to time, by the Developer or the Board of Directors to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility, including without limitation the Fair Housing Act and the Americans with Disabilities Act.

(4) Vehicles permitted under this subsection may be parked only in designated, lined parking spaces or other areas authorized in writing by the Board.

(5) Disabled and stored vehicles are prohibited from being parked on the Condominium Property. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium Property without being driven for fourteen (14) consecutive days or longer without prior written Board permission.

(6) Boats, trailers, jet-skis and trailers for sale, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Florida Department of Highway Safety and Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes and vehicles with commercial writings on their exteriors other than Sheriff's, Marshall's or police officer's vehicles marked as such, are also prohibited from being parked on the Condominium, except in areas, if any,

that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements and after normal business hours in case of an emergency; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained. Notwithstanding the above, commercial vehicles associated with the business located within each Non-Residential Unit are permitted to park in spaces assigned to such Non-Residential Unit and other spaces as designated by the Board.

(7) If any vehicle is parked on any portion of the Condominium Property in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or the agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle.

(8) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit or parking space, is obstructing the flow of traffic, is parked on any grassy area, is parked in a parking space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the Board or the agent of the Association may have the vehicle towed or booted immediately. If a vehicle is towed or booted in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(M) Garage Spaces. In the event that the Developer or Association elects to build garage(s) ("Garage Space(s)"), it is prohibited for an Owner or Occupant of a Unit that is assigned a Garage Space to convert such Garage Space to any other use. No Owner or Occupant of a Unit that includes a Garage Space shall park his or her car or other motor vehicle on any portion of the Condominium, other than in the Garage Space or an assigned parking space, unless the maximum number of cars or similarly sized motor vehicles which can be parked in the Garage Space according to its design capacity area already parked in said Garage Space. Garage doors shall remain closed at all times, except for necessary use, ingress and egress. All Garage Spaces shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible.

(N) Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five (55°) degrees Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two (32°) degrees Fahrenheit or below. Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair.

(O) Signs. Except as may be provided for herein or as may be required by legal proceedings, and except for signs which may be erected by Developer related to the development and sale of Units, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed or permitted to remain on the Condominium Property without the prior written consent of the Board or its designee, except that one (1) professional security sign not to exceed six inches (6") by six inches (6") in size may be displayed from within a Unit. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

(1) Signs related to business activities in Units may be erected only with the prior written approval of the ARC, which shall not be unreasonably withheld. The Owner of the Non-Residential Unit shall be permitted to erect signs identifying the business on the exterior of said Units or on or adjacent to the interior windows of said Units with the approval of the ARC; provided, however, such signs shall comply with all relevant zoning ordinances.

(P) Flags. Notwithstanding the provisions of Section XVI(E)(1) or Article IX, any Owner may display one (1) portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, September 11 and Veterans Day, may display in a respectful way portable, removable official flags, not larger than four and one-half (4 ½) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

(Q) Rubbish, Trash and Garbage. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except in trash dumpsters or compactors. Rubbish, trash and garbage shall be disposed of in sealed bags and either placed in the trash dumpsters or compactors, or proper receptacles designated by the Board for collection, or removed from the Condominium Property.

(R) Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium Property. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside the Unit.

(S) Garage Sales. Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board.

(T) Window Treatments. All windows in Residential Units must have window treatments. The color of all window treatments visible from outside the Residential Unit must be white or off-white. Bed sheets shall not be used as window treatments. All window treatments shall be subject to disapproval by the Association, in which case they shall be removed and replaced with acceptable items.

(U) Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium Property, including the Unit or Limited Common Elements; provided, however that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Unit Owners:

(1) No transmission antenna, of any kind, may be erected anywhere on the Condominium Property, including the Units, without written approval of the Board of Approvals or the ARC.

(2) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Condominium Property, including the Units and the Limited Common Elements.

(3) DBS and MMDS satellite dishes or antennas one meter (or 39 inches) or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.

In the event of transfer of the Unit which includes a satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

(V) Abandoned Personal Property. Personal property, other than vehicles as provided for in Section XVI(L) above shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, other than on a Limited Common Element, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

(1) The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

(2) Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(W) Replacing Carpet with Tile or Hardwood Floors. Other than the Developer, no Owner, Occupant or any other person may replace carpeting with a tile, marble, vinyl, hardwood floor or other hard surfaced flooring material, on the interior of a Unit which is located above another Unit without first obtaining written approval of the Developer or the ARC, as applicable, as set forth in Article IX. Among other factors, the Developer or the ARC, as applicable, may consider whether the change will cause noise to any Unit below which will exceed the average noise level in Units below Units with carpeted floors and that the weight of such proposed flooring is appropriate and will not cause problems to the structure or subflooring.

(1) The Owner applying for such approval shall provide the Developer or the ARC, as applicable, with information regarding these factors, as well as other information requested by the Developer or the ARC regarding the proposed flooring and its effect; provided, however, the noise level requirements shall be considered to be met if the Owner provides a sound transmission test that the proposed flooring will create a noise level less than a standard level set by reasonable regulation of the Developer or the ARC, as applicable. Notwithstanding the above, at least seventy-

five percent (75%) of the Unit (excluding kitchen and bathroom) shall be carpeted unless the flooring is sound proofed so as not to exceed the noise level in Units with carpeted floors.

(X) Moving. Occupants of Units shall be allowed to move-in or move-out only on the days and times pursuant to regulations adopted by the Board of Directors. Notwithstanding the above, there shall be no moving in or out of Units between the hours of 8:00 p.m. and 7:00 a.m.

(Y) Sale Period. Notwithstanding any provisions contained in this Declaration to the contrary, during the period of the sale of the Condominium Units it shall be expressly permissible for Developer, its contractors, agents, employees, assigns and representatives, to maintain and carry on, upon such portion of the Condominium Property as Developer may deem necessary, such facilities and activities as in the sole opinion of Developer may be reasonably required, convenient or incidental to the completion and sale of the Condominium Units, including, but without limitation, business and/or management offices, signs, model Units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities on the Condominium Property for such purposes and to use the Units owned by Developer as model Units and as offices for the sale of the Condominium Units and related activities.

(Z) Effects on Developer. Notwithstanding the above, the restrictions and limitations set forth in this Article shall not apply to the Developer, its designees, successors and assigns, or to Units owned by or leased to the Developer, except as required by the Act, or the regulations implementing the Act, specifically Rule 61B-18.007 Florida Administrative Code ("FAC") as the Act or regulations may be amended from time to time. In accordance with 61B-18.007(4), the Developer and its designees shall be exempt from parking restrictions on the type of vehicle permitted to be parked on Condominium Property if the vehicle is engaged in any activity relating to construction, maintenance or marketing of Units.

XVII. Compliance and Default.

The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner shall be governed by and shall comply with the terms of this Declaration and all Exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

(A) Mandatory Nonbinding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for nonbinding arbitration. The arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration, and attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be charged the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred, after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of

competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

(B) **Negligence and Compliance.** A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines (in accordance with the provisions of Section XVII(C) below), to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, provided, however, that nothing contained in this Section XVII(B) shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the Exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

(C) **Enforcement.** If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration or the Rules and Regulations, it shall be lawful for Developer, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to suspend the Owner's (and Owner's family, tenants, guests, invitees or Occupants) right to use the Common Property recreational facilities for so long as the violation continues and to levy reasonable fines against Owner or Occupant for the failure of the Owner, his family, tenants, guests, invitees or Occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(1) The Association shall give the Owner or Occupant at least fourteen (14) days notice of the violation(s) and of the right to have a hearing before a committee of at least three (3) Owners appointed by the Board of Directors, which committee members shall not be officers, directors or employees of the Association or the spouse, parent, child, brother, or sister of an officer, director or employee of the Association. The notice shall contain a date and time for a proposed hearing which shall be at least fourteen (14) days from the date of notice. If the Owner or Occupant notified of the violation(s) and the fine fails to appear at the hearing or fails to request a hearing at another time, which time shall in no event be set more than thirty (30) days after notification of the violations(s) and the fine, the right to the hearing shall be deemed to be waived and the fine shall be considered levied.

(2) At any hearing, the committee shall be presented with the violation(s) and shall give the Owner or Occupant the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be provided to the Owner or Occupant within twenty-one (21) days after the date of the hearing.

(3) If a hearing is requested and results in the approval of the fine by the committee, the fine levied by the Board of Directors may be imposed against the Owner, his family, tenants, guests, invitee or Occupants.

(4) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

(5) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Unit owned by the Owner as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00);

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00);

(iii) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof (even if in the first instance): a fine not in excess of One Thousand Dollars (\$1,000.00);

(iv) Provided, however, to the extent that state law is modified to permit fines of greater amounts, the Declaration shall be automatically amended to include such increase.

(6) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(7) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments, and the lien securing same, as set forth herein.

(8) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(9) Non-Exclusive Remedy: The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a special assessment as a lien on the Unit; however, any fine paid by the Owner or Occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or Occupant. The limitations on fines in this paragraph does not apply to suspensions or fines arising from failure to pay Assessments.

(10) The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

XVIII. Termination of Condominium.

The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (b) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least eighty percent (80%) of the applicable interests in the Common Elements and by the Institutional First Mortgagees of Units to which at least sixty seven percent (67%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant. In the event such withdrawal is authorized as aforesaid, and provided that the Board first notifies the Division of an intended withdrawal, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the partition sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. The Association shall, within thirty (30) business days following such recordation, provide the Division with a copy of such recorded certificate. This Section may not be amended without the consent of the Developer as long as it owns any Unit.

XIX. Additional Rights of Mortgagees and Others.

(A) Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the Bylaws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.

(B) Amendments. Subject to the other provisions of this Declaration and except as provided elsewhere to the contrary, an amendment directly affecting any of the following shall require the approval of a Majority of Institutional First Mortgagees; (a) voting rights; (b) increases in assessments by more than twenty-five percent (25%) over the previous assessment amount, assessment liens or the priority of assessment liens; (c) reductions in reserves for maintenance, repair and replacement of Common Elements and/or Association Property; (d) responsibility for maintenance and repairs; (e) reallocation of interests in the Common Elements (including Limited Common Elements) or rights to their use; (f) redefinition of Unit boundaries; (g) conversion of Units into Common Elements or Common Elements into Units; (h) expansion or contraction of the Condominium; (i) hazard or fidelity insurance requirements; (j) imposition of restrictions on leasing of units; (k) imposition of restrictions on the selling or transferring of title to Units; (l) restoration or repair of the Condominium after a casualty or partial condemnation; (m) any action to terminate the Condominium after casualty or condemnation; and (n) any provision that expressly benefits mortgage holders, insurers or guarantors as a class. In accordance with Section 718.110(11), Florida Statutes, any consent required of a mortgagee may not be unreasonably withheld.

(C) Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing from the Association, the right to timely written notice of:

- (1) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;
- (2) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;

(3) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) any proposed action which requires the consent of a specified number of mortgage holders.

(D) Additional Rights. Institutional First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.

XX. Covenant Running With the Land.

All provisions of this Declaration, the Articles, Bylaws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives; successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations, all as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, Bylaws and applicable rules and regulations of the Association, all as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

XXI. Disclaimer of Warranties.

(A) Developer has elected to fund converter reserve accounts as provided in Section 718.618, Florida Statutes. Therefore, to the maximum extent lawful Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute and all other express and implied warranties of any kind or character. Developer has not given and buyer has not relied on or bargained for any such warranties. Each buyer recognizes and agrees that the Unit and Condominium are not new construction. Each buyer shall be deemed to represent and warrant to Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit and the Condominium as well as the conversion inspection reports included in the Prospectus. Buyer has not received nor relied on any warranties and/or representations from Developer of any kind, other than as expressly provided herein.

(B) As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

(C) Further, given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit and/or the Condominium Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Developer from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer is not responsible, and the Developer hereby disclaims any responsibility for any illness or allergic reactions, personal injury or death which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and to any pets of persons aforementioned in this sentence, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

(D) The thermostats are an integral part of the Life Safety Systems and are intended to assist in monitoring the accumulation of moisture in the Units to prevent same from reaching levels which may accelerate the development of molds, spores or other natural growths which if allowed to accumulate may become toxic or otherwise create health risks. The thermostats shall be operated and kept operable at all times and there shall be no alteration of or to the thermostats without the prior written approval of the Association. The Unit Owner's failure to operate at all times any thermostats installed in the Unit will contribute to the development of molds, spores or other natural growths. It is solely the Unit Owner's responsibility to keep any thermostats installed in the Unit operable at all times.

(E) Each Owner understands and agrees that for some time in the future, it, and its guests, tenants and invitees may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and as a result Owner and its guests, tenants and invitees may be impeded in using portions of the Condominium Property by that activity. Because the Condominium is located in an urban area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. Therefore, each Owner, for itself, its successors and assigns, agrees to release Developer, its partners and its and their officers, members, directors and employees and every affiliate and person related or affiliated in any way with any of them ("Developer's Affiliates") from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Developer or Developer's Affiliates related to Views or the disruption, noise, commotion, and other unpleasant effects of nearby development or construction. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter.

(F) Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether

included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Article XXI, Developer does not make any representation or warranty as to the actual size, dimensions or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

XXII. Mandatory Non-Binding Arbitration of Disputes

(A) Prior to the institution of court litigation, the parties to a dispute, as further defined herein, shall petition the Division for non-binding arbitration. Arbitration shall be conducted according to rules promulgated by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitations. For purposes of this subsection, a "dispute" shall be defined pursuant to Section 718.1255, Florida Statutes, as amended from time to time.

(B) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by the Florida Rules of Civil Procedure. Discovery may, in the discretion of the arbitrator, be permitted in the manner provided by the Florida Rules of Civil Procedure.

(C) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed within thirty (30) days in a court of competent jurisdiction in which the Condominium is located following the date of issuance of the arbitration decision. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party in an arbitration proceeding may be awarded reasonable attorneys' fees, the costs of the arbitration, or both, in an amount determined in the discretion of the arbitrator.

(D) The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs and other reasonable costs, including attorneys' fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees.

(E) The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action by the Division. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence in the trial de novo.

(F) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal for filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

XXIII. Description of Subsequent Phase Land

(A) Subsequent Phase. The Developer is developing this Condominium in phases as authorized by Section 718.403, Florida Statutes. Phase I Property, described in **Exhibit "1"**, constitutes Phase I of the Condominium. The Developer may, but has no obligation to, add all or a

part of the Phase II Land more fully described in **Exhibit "1-1"** to the Condominium within seven (7) years from the date this Declaration is recorded, by recording among the St. Johns County Records, an amendment (the "Amendment") to this Declaration which adds all or part of the Phase II Land to the Condominium. The Amendment shall be signed by the Developer and shall not require the joinder of or approval of any person or entity, other than a Mortgagee of the Phase II Land being subjected to the Declaration. Attached to the Amendment when it is recorded shall be a survey and plot plan of the improvements for the Phase being subjected to this Declaration, showing the approximate location of all of the proposed buildings and improvements that may be ultimately contained within the Condominium. The Developer reserves the right to make non-material changes to the legal description of the Phase II Land.

If Developer determines to add Phase II, it is anticipated to include a maximum of twenty-one (21) buildings. The Developer's present plan is that if it constructs Phase II, it will contain approximately two hundred sixteen (216) Residential Units and one (1) Non-Residential Unit, but the Developer has reserved the right to construct a minimum of one hundred ninety four (194) and a maximum of two hundred thirty-seven (237) Residential Units. The Developer has reserved the right to construct a minimum and a maximum of one (1) Non-Residential Unit in Phase II.

Any Unit added as a part of the Phase II will be, at a minimum, a one (1) bedroom / one (1) bathroom Unit up to a maximum of a two (2) bedroom / two (2) bathroom Unit. The size of the Units in Phase II shall not be less than four hundred sixty-three (463) square feet of heated and air-conditioned space and not more than one thousand thirty-two (1,032) square feet of heated and air-conditioned space. Units and Buildings added may be substantially larger or smaller than the Units in Phase I. Also, the exterior appearances and types of Common and Limited Common Elements of the Units and Buildings added may be substantially different from the appearance of Units and Buildings in Phase I.

(B) Ownership Interests for Subsequent Phase Land Owners. The undivided share in the Common Elements, Common Expenses, and Common Surplus appurtenant to each Unit shall be calculated in accordance with the relationship between the number of heated and cooled square feet of living space contained within such Unit and the total amount of heated and cooled living space in all the Units in the Condominium. If all or part of the Subsequent Phase Land is added to the Condominium, the undivided share in the Common Elements, Common Expenses and Common Surplus will be calculated in the above-referenced manner, except that the total square footage of heated and air conditioned living space will include all the Units in each Phase which is subjected to the Declaration. Further, each Unit in any of the Subsequent Phase Land shall have the right to use the Common Elements in accordance with this Declaration. All square footages contained in this Declaration and the attachments refer to heated and air conditioned space and are approximate and subject to construction variations; provided however that all square footages set forth in this Declaration shall be deemed final for all purposes, including budget calculations, purchase price and Owner's fractional share in the Common Elements, Common Expenses, or any Common Surplus of the Condominium.

(C) Rights of Subsequent Phase Owners. If any Subsequent Phase Land is not added to the Condominium, all or a portion of such land may be developed as a residential development which is apart and separate from this Condominium, whether as a condominium or non-condominium development.

If any or all of the Subsequent Phase are added to the Condominium, each Owner in such Phase shall be a member of the Association and be entitled to vote in accordance with Section II(c) of the Bylaws.

(D) Addition of Subsequent Phase Land.

(1) The Developer shall notify the Owners of the decision not to add any Subsequent Phase to the Condominium. Notice of the decision not to add the Subsequent Phase shall be given to each Owner by certified mail to the Owner's address or at his last known address. If any Subsequent Phase is not added to the Condominium, the Owners in the Phases subject to the Declaration shall be entitled to one hundred percent (100%) ownership of all Common Elements of the Condominium Property then subject to the Declaration.

(2) Developer reserves the absolute right, in its sole discretion, to decide whether or not to add the Subsequent Phase Land to the Condominium. Therefore, notwithstanding anything herein to the contrary, no portion of the Subsequent Phase Land shall be (i) encumbered or in any way affected by this Declaration, or (ii) be part of the Condominium, unless and until such portion of the Subsequent Phase Land is added to the Declaration by recordation of an Amendment executed by the Developer among the St. Johns County Records.

In the event that Phase II is not annexed into the Condominium, the Developer reserves the right to enter into a shared facilities agreement with the owner of the Phase II land, whereby the Phase II owner (including unit owners and guests) will have the right to use the recreational facilities located within the Condominium, so long as such Phase II owners pay their pro-rata share for use of the facilities.

XXIV. Additional Provisions.

(A) Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

(B) Interpretation. Except where otherwise provided herein, the Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

(C) Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

(D) Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

(E) Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

(F) Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

(G) Severability. The invalidity in whole or in part of any covenant or restriction, or any section, sentence, paragraph, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

(H) Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

(I) Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and Bylaws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

(J) Execution of Documents; Attorney in-Fact. Without limiting the generality of other sections of this Declaration and without such other sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

(K) Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

(L) Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

(M) Liability. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property including, without limitation, Owners

and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(1) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(2) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County and/or any other jurisdiction or the prevention of tortious activities; and

(3) the provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed hereby. As used herein, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors, nominees and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

XXV. Stormwater Management System.

(A) Blanket Easement. The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the rear of certain Units and access easements to the Stormwater Management System. Developer hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. Portions of the Stormwater Management System are located entirely within Units. The Association is hereby granted an easement over any Units which is necessary or convenient for the Association to perform its maintenance obligations hereunder, provided however, such easement shall be released with respect to any portion of the Units on which an approved Improvement is constructed and located.

(B) Maintenance Easement. The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Unit which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the SJRWMD permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms as part of the Stormwater Management System, or take any other action reasonably necessary, following which Developer or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Developer or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Developer or the

Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Developer or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Developer or the Association and shall not be construed to obligate Developer or the Association to take any affirmative action in connection therewith.

(C) Maintenance. Except as specifically set forth herein to the contrary, the Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance and other stormwater management capabilities as permitted by the SJRWMD.

The Association shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance or other surface water capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permit as originally issued or any modification that may be approved by the SJRWMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

(1) The Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.

(2) The Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

(3) The Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

(D) Improvements. No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the Association and the approval of the ARB or Developer, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System may also require the prior written approval of the SJRWMD. After receiving the approval of the ARB, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements. Notwithstanding the foregoing, docks bulkheads or other structures, permanent or temporary, that are constructed as initial improvements, may not be constructed without obtaining the prior written consent of the Developer.

(E) Use and Access. Developer and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters

of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Developer and the Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and the Association. Only Developer and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use.

(F) LIABILITY. NEITHER DEVELOPER NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

(G) Wetlands, Jurisdictional Land and Swales. This Declaration is subject to the rights of the State of Florida over portion of the Property which may be considered wetlands, marshes, sovereignty or jurisdictional lands.

(H) Rights of the SJRWMD. Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this paragraph. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the SJRWMD.

(I) Indemnity. Developer may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Developer harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal

injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Developer, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system Developer shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Developer harmless therefrom.

(J) PERMITS. THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE ARMY CORPS OF ENGINEERS ("ACOE") PERMIT AND THE SJRWMD PERMIT. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

(K) Developer's Rights. Developer, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Developer, and (iii) to widen or extend any right of way shown on any plat of the Property, provided that Developer owns the lands affected by such change. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Developer, the Association, or the grantee of the easement.

(L) Conservation Easement. From time to time the Developer may be required to record a conservation easement over a portion of the Property, as determined by the SJRWMD, Department of Environmental Protection and/or the Army Corps of Engineers. Such land would be subject to a conservation easement as a mitigation area and would be subject to the jurisdiction of such agencies and such land is referred to as "Restricted Land". The use of such Restricted Land is hereby restricted as follows:

- (1) There shall be no construction or placing of buildings, roads, signs, billboards or other advertising, utilities or structures above the ground in the Restricted Land.
- (2) No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.
- (3) No trees, shrubs or other vegetation on the Restricted Land may be removed or destroyed.
- (4) There shall be no excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Restricted Land.
- (5) There shall be no surface use of the Restricted Land except for purposes that permit the land or water to remain predominantly in their natural condition.
- (6) There shall be no activities within the Restricted Land which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife habitat preservation.

(7) There shall be no use made of the Restricted Land and no act shall be undertaken which is detrimental to the retention of land or water areas or which are detrimental to the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

(8) Upon the recording of a conservation easement, the foregoing restrictions shall be deemed covenants running with the Restricted Land, will be binding upon the Owner(s) of the Restricted Land, their successors and assigns, and shall inure to the benefit of the SJRWMD.

(9) Notwithstanding any other provisions hereof, the terms of this Section XXV(L) shall not be amended or modified without the written consent of the SJRWMD. Further, this Section XXV(L) may be enforced by the SJRWMD, its successors and assigns.

[The remainder of this page is intentionally blank]

COPY

IN WITNESS WHEREOF, The Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the 29th day of June, 2005

Signed and sealed in the presence of:

The Village at Ponte Vedra, LLC,
a Florida limited liability company

By: **JLC Suncoast Realty II, LLC,**
a Georgia limited liability company,
its manager

By: [Signature]
Name: Stephen D. Broome
Its: Manager

[Signature]
Todd Jacobovich
[Print or Type Name]

[Signature]
Jeff Boy
[Print or Type Name]

The Fairways at Ponte Vedra, LLC,
a Florida limited liability company

By: **JLC Suncoast Realty II, LLC,**
a Georgia limited liability company,
its manager

By: [Signature]
Name: Stephen D. Broome
Its: Manager

[Signature]
Todd Jacobovich
[Print or Type Name]

[Signature]
Jeff Boy
[Print or Type Name]

COPY

STATE OF ~~FLORIDA~~ GEORGIA
COUNTY OF DeKALB

The foregoing Declaration was acknowledged before me, this 29th day of June, 2005, by Steve Broome, as Manager of JLC Suncoast Realty II, LLC, a Georgia limited liability company, the manager of The Village of Ponte Vedra, LLC, a Florida limited liability company, on behalf of said entity(ies). He/she is X personally known to me or _____ has produced _____ as identification.



Keima N. Segova
Print Name: KEIMA N. SEGOVA
Notary Public, State of Florida
My Commission Expires: 8/8/2008
Commission No.: _____
(Notarial Seal)

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF DeKALB

The foregoing Declaration was acknowledged before me, this 29th day of June, 2005, by Steve Broome as Manager of JLC Suncoast Realty II, LLC, a Georgia limited liability company, the manager of The Fairways of Ponte Vedra, LLC, a Florida limited liability company, on behalf of said entity(ies). He/she is X personally known to me or _____ has produced _____ as identification.



Keima N. Segova
Print Name: KEIMA N. SEGOVA
Notary Public, State of Florida
My Commission Expires: 8/8/08
Commission No.: _____
(Notarial Seal)

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Last Updated: 3/28/05
6/8/2005 5:54:42 PM

JOINDER

SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 29 day of June, 2005.

SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit

By: Theresa Lisecki
Print Name: Theresa Lisecki
Its: President

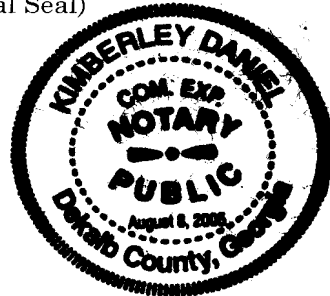
[CORPORATE SEAL]

STATE OF ~~FLORIDA~~ GEORGIA
COUNTY OF DEKALB

COPY

The foregoing Declaration was acknowledged before me, this 29th day of June, 2005, by Theresa Lisecki, as _____ of **Summer House in Old Ponte Vedra Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of said entity(ies). He/she is personally known to me or _____ has produced _____ as identification.

Kimberley Daniel
Name: Kimberley Daniel
Notary Public, State of Florida Georgia
My Commission Expires: _____
Commission No.: 8/8/05
(Notarial Seal)



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Regions Bank, having an office at Attn: John T. Aiken, the Mortgagee under that certain Mortgage and Security Agreement from Regions Bank, an Alabama banking corporation, dated November 30, 2004, recorded December 3, 2004, in Official Records Book 2329, page 688, of the public records of St. Johns County, Florida, (the "Mortgage"), hereby consents to and joins in the recording of the Declaration of Condominium for Summerhouse in Old Park Vll Condominium to be recorded in the public records of St. Johns County, Florida, and subordinates the lien of the Mortgage to the terms and conditions thereof.

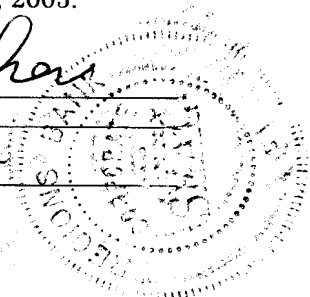
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer, duly authorized, and its seal to be affixed hereto this 11 day of July, 2005.

Signed, and sealed in the presence of:

Shirley Wanger
Shirley Wanger
[Print or Type Name]

Revelina Bentley
Geraldine Bentley
[Print or Type Name]

By: John T. Aiken
John T. Aiken
[Print or Type Name]
Its: Vice President



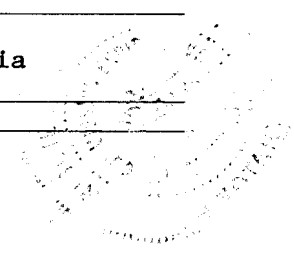
COPY

STATE OF GEORGIA
COUNTY OF CLAYTON

The foregoing instrument was acknowledged before me this 11th day of July, 2005, by John Aiken, the Vice President of Regions Bank, a Georgia, for and on behalf of said Regions Bank. Such person is personally known to the undersigned or produced _____ as identification.

{Notary Seal must be affixed}

Priscilla Shine
(Signature of Notary)
Priscilla Shine
(Print Name of Notary Public)
Notary Public, State of Georgia
My Commission Expires: _____
Commission No.: _____



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Regions Bank, having an office at Attn: John T. Aiken, the Mortgagee under that certain Mortgage and Security Agreement from Regions Bank, an Alabama banking corporation, dated April 19, 2005, recorded April 21, 2005, in Official Records Book 2420, page 1683, of the public records of St. Johns County, Florida, (the "Mortgage"), hereby consents to and joins in the recording of the Declaration of Condominium for Summerhouse in Old Park Vdms Condominium to be recorded in the public records of St. Johns County, Florida, and subordinates the lien of the Mortgage to the terms and conditions thereof.

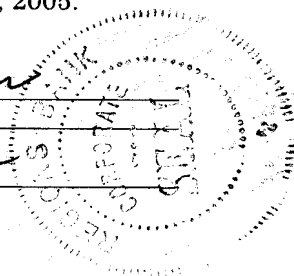
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer, duly authorized, and its seal to be affixed hereto this 11 day of July, 2005.

Signed and sealed in the presence of:

Shirley Wanger
Shirley Wanger
[Print or Type Name]

Mercedes Bentley
Geraldine Bentley
[Print or Type Name]

By: John T. Aiken
John T. Aiken
[Print or Type Name]
Its: Vice President



COPY

STATE OF GEORGIA
COUNTY OF CLAYTON

The foregoing instrument was acknowledged before me this 11th day of July, 2005, by John Aiken, the Vice President of Regions Bank, a Georgia, for and on behalf of said Regions Bank. Such person is personally known to the undersigned or produced _____ as identification.

{Notary Seal must be affixed}

Priscilla Shine
(Signature of Notary)
Priscilla Shine
(Print Name of Notary Public)
Notary Public, State of Georgia
My Commission Expires: _____
Commission No.: _____

EXHIBIT "1"
TO
DECLARATION OF SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM
LEGAL DESCRIPTION -PHASE I LAND

The legal description of Phase I of Summer House in Old Ponte Vedra Condominium, is as follows:

COPY

PARCEL 1 (PONTE VEDRA BEACH VILLAGE PHASE I):

A PART OF SECTIONS 27 AND 46, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 27 AND RUN SOUTH 74°22'30" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 15°37'30" EAST, A DISTANCE OF 340.31 FEET; THENCE SOUTH 83°30'30" WEST, A DISTANCE OF 440.00 FEET; THENCE NORTH 02°39'15" WEST, A DISTANCE OF 584.99 FEET; THENCE NORTH 71°33'30" WEST A DISTANCE OF 70.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 367.96 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'00", AN ARC DISTANCE OF 86.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°48'30" WEST, 86.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 58°03'30" WEST, A DISTANCE OF 200.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 400.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°43'44", AN ARC DISTANCE OF 249.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°55'22" WEST, 245.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 460.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°50'04", AN ARC DISTANCE OF 103.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°22'12" WEST, 102.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°58'20", AN ARC DISTANCE OF 106.41 FEET SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 86°26'20" WEST, 106.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A AS NOW ESTABLISHED; THENCE NORTH 03°55'30" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 650.48 FEET THENCE NORTH 88°53'00" EAST, A DISTANCE OF 886.98 FEET; THENCE SOUTH 09°37'30" EAST, A DISTANCE OF 338.66 FEET; THENCE SOUTH 15°37'30" EAST, A DISTANCE OF 432.31 FEET; THENCE NORTH 76°50'30" EAST A DISTANCE OF 18.02 FEET; THENCE SOUTH 15°37'30" EAST, A DISTANCE OF 374.79 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH THAT CERTAIN PERPETUAL NON-EXCLUSIVE EASEMENT FOR STORM DRAINAGE FOR THE BENEFIT OF PHASE I, AS SET FORTH IN EASEMENT AGREEMENT RECORDED MARCH 9, 1979 IN OFFICIAL RECORDS BOOK 406, PAGE 14; SUPPLEMENT TO EASEMENT AGREEMENT RECORDED JANUARY 7, 1983 IN OFFICIAL RECORDS BOOK 568, PAGE 250; PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT RECORDED JUNE 27, 1984 IN OFFICIAL RECORDS BOOK 649, PAGE 501; AND PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT RECORDED AUGUST 22, 1985 IN OFFICIAL RECORDS BOOK 681, PAGE 2066, ALL AMONG THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 2 (PONTE VEDRA BEACH VILLAGE PHASE II):

A PART OF SECTIONS 27 AND 46, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER

OF SAID SECTION 27 AND RUN S 74°22'30" W A DISTANCE OF 12.00 FEET; THENCE S 15°37'30" E A DISTANCE OF 340.31 FEET; THENCE S 83°30'30" W A DISTANCE OF 440.00 FEET TO THE POINT OF BEGINNING; THENCE N 02°39'15" W A DISTANCE OF 584.99 FEET; THENCE N 71°33'30" W A DISTANCE OF 70.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 367.96 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°30'00", AN ARC DISTANCE OF 86.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 64°48'30" W, 86.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 58°03'30" W A DISTANCE OF 200.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°43'44", AN ARC DISTANCE OF 249.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 75°55'22" W 245.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 460.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°50'04", AN ARC DISTANCE OF 103.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 87°22'12" W 102.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°58'20", AN ARC DISTANCE OF 106.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 87°26'20" W 106.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING IN THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A AS NOW ESTABLISHED; THENCE S 03°55'30" E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 382.00 FEET TO AN ANGLE POINT IN SAID EASTERLY RIGHT-OF-WAY LINE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, S 03°14'00" E A DISTANCE OF 521.41 FEET; THENCE N 83°30'30" E A DISTANCE OF 737.49 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH THAT CERTAIN PERPETUAL NON-EXCLUSIVE EASEMENT FOR STORM DRAINAGE FOR THE BENEFIT OF PHASE II, AS SET FORTH IN EASEMENT AGREEMENT RECORDED MARCH 9, 1979 IN OFFICIAL RECORDS BOOK 406, PAGE 14; SUPPLEMENT TO EASEMENT AGREEMENT RECORDED JANUARY 7, 1983 IN OFFICIAL RECORDS BOOK 568, PAGE 250; PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT RECORDED JUNE 27, 1984 IN OFFICIAL RECORDS BOOK 649, PAGE 501; AND PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT RECORDED AUGUST 22, 1985 IN OFFICIAL RECORDS BOOK 681, PAGE 2066, ALL AMONG THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

The foregoing described property is presently subject to the following:

- 1) Real Estate Taxes for the year 2005 and subsequent years.
- 2) Grant of Easement recorded in Official Records Book 237, Page 874 of the public records of St. Johns County, Florida.
- 3) Easement and Bill of Sale recorded in Official Records Book 655, Page 2233 of the public records of St. Johns County, Florida.
- 4) Bill of Sale recorded in Official Records Book 655, Page 2237 of the public records of St. Johns County, Florida.
- 5) Easement recorded in Official Records Book 655, Page 2241 of the public records of St. Johns County, Florida.
- 6) Bill of Sale recorded in Official Records Book 869, Page 1408 of the public records of St. Johns County, Florida.
- 7) Easement recorded in Official Records Book 869, Page 1413 of the public records of St. Johns County, Florida
- 8) Easement recorded in Official Records Book 649, Page 503 of the public records of St. Johns County, Florida and as assigned in Official Records Book 659, Page 2147 of the public records of St. Johns County, Florida.
- 9) Easement Agreement recorded in Official Records Book 406, Page 14 of the public records of St. Johns County, Florida, as affected by: Supplement to Easement Agreement recorded in Official Records Book 568, Page 250 of the public records of St. Johns County, Florida, as affected by Partial Assignment of Easement Agreement recorded in Official Records Book 649, Page 501 and Official Records Book 681, Page 2066 of the public records of St. Johns County, Florida.
- 10) Easement recorded in Official Records Book 581, Page 700 of the public records of St. Johns County, Florida, as affected by: Assignment of Easements recorded in Official Records Book 659, Page 2147 of the public records of St. Johns County, Florida.
- 11) Terms and conditions of the Agreement in RE Road Right-of-Way between George W. Mier, an unmarried widower and Ponte Vedra Village Square, a partnership, recorded in Official Records Book 237, Page 877 of the public records of St. Johns County, Florida.
- 12) All other covenants, conditions, restrictions and easements of record.

EXHIBIT "1-1"
TO
DECLARATION OF SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM
LEGAL DESCRIPTION -PHASE II LAND

The legal description of Phase II of Summer House in Old Ponte Vedra Condominium, is as follows:

COPY

SUMMER HOUSE IN OLD PONTE VEDRA,
CONDOMINIUM
PHASE II

MAP SHOWING SURVEY OF:

A PART OF GOVERNMENT LOT 9, SECTION 27, TOGETHER WITH A PART OF THE NICHOLAS SANCHEZ GRANT, SECTION 46, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY, WITH THE SOUTHERLY RIGHT OF WAY LINE OF THOUSAND OAKS BOULEVARD, AS DESCRIBED IN PARCEL "A" OF CABALLOS DEL MAR, UNIT ONE, AS RECORDED IN MAP BOOK 12, PAGES 44, 45, 46 AND 47, OF THE PUBLIC RECORDS OF SAID COUNTY, AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY; THENCE SOUTH 87°12'00" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 48.63 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 215.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 57°12' 51" WEST, AND A CHORD DISTANCE OF 214.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE OF THOUSAND OAKS BOULEVARD SOUTH 27°13'43" WEST, A DISTANCE OF 231.62 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 330.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 66°36'47" WEST AND A CHORD DISTANCE OF 418.80 FEET; THENCE SOUTH 15°59'50" WEST, ALONG THE EASTERLY LINE OF THE LANDS DESCRIBED IN PARCEL "A" OF OFFICIAL RECORDS VOLUME 217, PAGE 450, OF SAID PUBLIC RECORDS, A DISTANCE OF 209.94 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE AND A SOUTHERLY PROJECTION THEREOF, SOUTH 05°00'10" EAST, A DISTANCE OF 245.94 FEET; THENCE SOUTH 79°37'02" EAST A DISTANCE OF 126.62 FEET; THENCE SOUTH 89°16'24" EAST, A DISTANCE OF 160.21 FEET; THENCE NORTH 89°31'08" EAST, A DISTANCE OF 92.05 FEET; THENCE NORTH 68°18'00" EAST, A DISTANCE OF 65.81 FEET; THENCE NORTH 12°15'30" WEST, A DISTANCE OF 108.00 FEET; THENCE SOUTH 79°30'36" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 86°06'15" EAST, A DISTANCE OF 60.22 FEET; THENCE NORTH 86°15'35" EAST, A DISTANCE OF 71.00 FEET; THENCE NORTH 84°38'24" EAST, A DISTANCE OF 186.60 FEET; THENCE NORTH 02°06'30" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, A DISTANCE OF 467.09 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE OF NORTH 02°48'00" WEST, A DISTANCE OF 358.57 FEET TO THE POINT OF BEGINNING, CONTAINING 10.90 ACRES, MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: PART OF THOUSAND OAKS BOULEVARD.

THAT PART OF EXHIBIT "A", OFFICIAL RECORDS VOLUME 666, PAGE 550 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF GOVERNMENT LOT 9, SECTION 27, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, (THE SAME BEING A PART OF THOUSAND OAKS BOULEVARD, A 60 FOOT RIGHT OF WAY AS DESCRIBED AS PARCEL "A" IN THE PLAT OF CABALLOS DEL MAR UNIT ONE AS RECORDED IN MAP BOOK 12, PAGES 44, 45, 46 AND 47 OF THE AFOREMENTIONED PUBLIC RECORDS), MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY, WITH THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID THOUSAND OAKS BOULEVARD, THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: 1) SOUTH 87°12'00" WEST, A DISTANCE OF 48.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 215.00 FEET; 2) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 57°12'51" WEST, A CHORD DISTANCE OF 214.90 FEET AND AN ARC DISTANCE OF 225.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 3) SOUTH 27°13'43" WEST A DISTANCE OF 231.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 330.00 FEET; 4) WESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 78°51'00" WEST, A CHORD DISTANCE OF 517.40 FEET AND AN ARC DISTANCE OF 594.64 FEET THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40°28'17" EAST, ACROSS SAID THOUSAND OAKS BOULEVARD AND NON-TANGENT TO THE RIGHT OF WAY LINES,

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

SHEETS 1 THROUGH 6 COMPRISE THE BOUNDARY SURVEY.

SEE SHEETS 2 AND 3 FOR GENERAL NOTES.

CHECKED BY: _____
DRAWN BY: J CJ
FILE #: 2005-0453

BOATWRIGHT LAND SURVEYORS, INC.
1500 ROBERTS DRIVE
JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: MARCH 21, 2005
SHEET 1 OF 9

SUMMER HOUSE IN OLD PONTE VEDRA, CONDOMINIUM PHASE II

MAP SHOWING SURVEY OF, continued:

A DISTANCE OF 60.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE AND THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: 1) ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 78°51'00" EAST, A CHORD DISTANCE OF 423.32 FEET AND AN ARC DISTANCE OF 486.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 2) NORTH 27°13'43" EAST, A DISTANCE OF 231.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 275.00 FEET; 3) ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 57°12'51" EAST, A CHORD DISTANCE OF 274.88 FEET AND AN ARC DISTANCE OF 287.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 4) NORTH 87°12'00" EAST, A DISTANCE OF 48.63 FEET TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF STATE ROAD A1A; THENCE SOUTH 02°48'00" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

NOTES:

- 1) THIS IS A BOUNDARY SURVEY OF EXHIBIT "A", OFFICIAL RECORDS 652, PAGE 239, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
- 2) SEE BOATWRIGHT LAND SURVEYORS, INC.'S DRAWING FILE 2005-0087 DATED JANUARY 24, 2005 FOR BUILDING TIES AND ABOVE GROUND IMPROVEMENTS.
- 3) THE EASEMENTS FOR UTILITIES ARE PROVIDED BY "BLANKET" TYPE EASEMENTS RATHER THAN SPECIFIC EASEMENTS.
- 4) INGRESS AND EGRESS TO "THE PROPERTY" IS PROVIDED BY THOUSAND OAKS BOULEVARD. THE EASTERLY 1077 FEET ± OF THOUSAND OAKS BOULEVARD IS INCLUDED IN THIS SURVEY AND IS THE ONLY PART NECESSARY FOR INGRESS AND EGRESS TO "THE PROPERTY". THOUSAND OAKS BOULEVARD APPEARS TO SERVE THIS (AND OTHER) PROPERTY WITH ALL UTILITIES. THE UTILITY INDICATORS WERE NOT LOCATED.
- 5) THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS "THE PROPERTY" BOUNDARIES, EXCEPT AS SHOWN.
- 6) "THE PROPERTY" IS BELIEVED TO BE IN A PLANNED UNIT DEVELOPMENT (PUD) WITH NO BUILDING RESTRICTION LINES. OFFICIAL RECORDS VOLUME 652, PAGE 239 REQUIRES A 20 FOOT SETBACK FOR ANY CONSTRUCTION ADJACENT TO THE GOLF COURSE.
- 7) BEARINGS ARE BASED ON A LINE FROM THE NORTHEASTERLY CORNER TO THE SOUTHEASTERLY CORNER OF THE SURVEYED LANDS BEING S02°24'31"E PER DESCRIPTION.
- 8) "THE PROPERTY" LIES IN FLOOD ZONE "X" AND FLOOD ZONE "X" (SHADED) AS DETERMINED FROM FLOOD INSURANCE RATE MAP NUMBER 12109C0085H, REVISED SEPTEMBER 2, 2004, FOR ST. JOHNS COUNTY, FLORIDA.
- 9) THERE ARE 295 REGULAR PARKING SPACES AND 9 HANDICAPPED PARKING SPACES ON SUBJECT PROPERTY.
- 10) THE PROPERTY CONTAINS 474,906 SQUARE FEET OR 10.90 ACRES. THE ROADWAY CONTAINS 64,636 SQUARE FEET OR 1.48 ACRES.
- 11) NO IMPROVEMENTS WERE LOCATED IN THOUSAND OAKS BOULEVARD.
- 12) THE PROPERTY ADDRESS IS 100 FAIRWAY PARK BOULEVARD, PONTE VEDRA BEACH, FLORIDA.

SHEETS 1 THROUGH 6 COMPRISE THE BOUNDARY SURVEY.

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

CHECKED BY: _____
DRAWN BY: JCJ
FILE #: 2005-0453

BOATWRIGHT LAND SURVEYORS, INC.
1500 ROBERTS DRIVE
JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: MARCH 21, 2005
SHEET 2 OF 9

SUMMER HOUSE IN OLD PONTE VEDRA, CONDOMINIUM PHASE II

RECORDED INSTRUMENTS RELATED TO THE PROPERTY:

A) OFFICIAL RECORDS VOLUME 298, PAGE 793:

THIS IS A "BLANKET" EASEMENT GIVEN TO JACKSONVILLE ELECTRIC AUTHORITY. THE RIGHTS WERE LATER TRANSFERRED TO THE CITY OF JACKSONVILLE BEACH ELECTRIC DEPARTMENT BY OFFICIAL RECORDS 436, PAGE 103.

B) OFFICIAL RECORDS VOLUME 538, PAGE 37:

THIS IS A "BLANKET" UTILITY SERVICE AGREEMENT THAT INCLUDES "THE PROPERTY" IN PARCEL 1 OF EXHIBIT "A" ON PAGE 45. OTHER DESCRIPTIONS (AND EXCLUSIONS) ARE NOT LEGIBLE OR ARE NOT DETERMINABLE.

C) OFFICIAL RECORDS VOLUME 652, PAGE 239:

THIS "SPECIAL WARRANTY DEED" DESCRIBES "THE PROPERTY" IN EXHIBIT "A". THIS DEED ALSO INCLUDES RESERVATIONS, RESTRICTIONS, EASEMENTS AND CONDITIONS ON AND ABOUT "THE PROPERTY". THIS DOCUMENT WAS MODIFIED BY A "SPECIAL WARRANTY DEED MODIFICATION AGREEMENT" THAT PURPORTEDLY IS RECORDED IN OFFICIAL RECORDS BOOK 952, PAGE 1222.

D) OFFICIAL RECORDS VOLUME 666, PAGE 550:

THIS "GRANT OF NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBES "THE PROPERTY" IN EXHIBIT "B". EXHIBIT "A" DESCRIBES THE ENTIRE THOUSAND OAKS BOULEVARD, A PRIVATE ROADWAY THAT WAS CREATED BY THE PLAT OF CABALLOS DEL MAR UNIT ONE, AS RECORDED BY MAP BOOK 12, PAGES 44-47. THE EASEMENT GRANTED (AS DESCRIBED IN EXHIBIT "C" AND GRAPHICALLY DEPICTED ON EXHIBIT "C-1") INCLUDES ALL OF THE ROADWAY ON THIS SURVEY AND EXTENDS ANOTHER 550-600 FEET BEYOND (NORTHWESTERLY) "THE PROPERTY".

E) OFFICIAL RECORDS VOLUME 579, PAGE 424:

"THE PROPERTY" IS SUBJECT TO THE RECIPROCAL GRANT OF EASEMENT FOR DRAINAGE (ARVIDA/ARDEV).

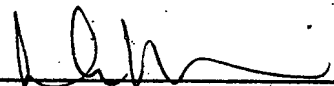
WE WERE FURNISHED A COPY OF CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER C 150500260 DATED DECEMBER 20, 2004. THE LAND DESCRIBED IN PARCEL 1 IS THE SAME AS THE 10.90 ACRE BOUNDARY SHOWN HEREON. PARCEL 2 OF THE POLICY DESCRIBES ALL OF THOUSAND OAKS BOULEVARD BY MAP BOOK 12, PAGES 44 THROUGH 47. THIS SURVEY ONLY INCLUDES THAT PART OF THE ROADWAY THAT SERVES THIS DEVELOPMENT (DESCRIBED HEREON). ALL OF THE ROADWAY IS NOT ACCESSIBLE FROM THE PART SHOWN HEREON.

CERTIFICATION:

THE UNDERSIGNED, BEING A SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 718.104(4)(c), FLORIDA STATUTES, THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES, THAT CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IS SUBSTANTIALLY COMPLETE, SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM FOR SUMMER HOUSE IN OLD PONTE VEDRA, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND FURTHER THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

SHEETS 1 THROUGH 6 COMPRISE THE BOUNDARY SURVEY.

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."


DONN W. BOATWRIGHT, P.S.M.
FLA. LIC. SURVEYOR AND MAPPER No. LS 3295
FLA. LIC. SURVEYING & MAPPING BUSINESS No. LB 3672

CHECKED BY: _____ BOATWRIGHT LAND SURVEYORS, INC. DATE: MARCH 21, 2005
DRAWN BY: JCY 1500 ROBERTS DRIVE
FILE #: 2005-0453 JACKSONVILLE BEACH, FLORIDA 241-8550 SHEET 3 OF 9

The foregoing described property is presently subject to the following:

- 1) Real Estate Taxes for the year 2005 and subsequent years.
- 2) Reservations, Restrictions, Easements and Conditions as contained in Warranty Deed dated July 26, 1984, and recorded in Official Records Book 652, Page 239 of the public records of St. Johns County, Florida and modified by Modification Agreement recorded in Official Records Book 952, Page 1222 of the public records of St. Johns County, Florida..
- 3) Jacksonville Electric Authority Easement as set forth in Easement dated March 12, 1976, and recorded in Official Records Book 298, Page 793 of the public records of St. Johns County, Florida.
- 4) Memorandum of Utility Service Agreement by and between St. Johns Utilities, Inc., Arvida Corporation and Fletcher Land Corporation, as contained in Memorandum of Utility Service Agreement dated May 7, 1982 and recorded in Official Records Book 538, Page 37 of the public records of St. Johns County, Florida.
- 5) Ingress and Egress Easement in favor of Ponte Vedra Beach Associates, LTD., contained in Grant of Non-Exclusive Easement dated January 25, 1985, and recorded in Official Records Book 666, Page 550 of the public records of St. Johns County, Florida.
- 6) Existing unrecorded leases and all rights thereunder of the lessees and any person claiming by, through or under the lessees.
- 7) Memorandum of Lease in favor of Web Service Company, Inc. recorded October 23, 1992, in Official Records Book 962, Page 1432 of the public records of St. Johns County, Florida.
- 8) All other covenants, conditions, restrictions and easements of record.

EXHIBIT "2"
TO
DECLARATION OF SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM

PHASE I LAND
(PLOT PLAN, SURVEY, FLOOR
PLANS AND UNIT PLANS)

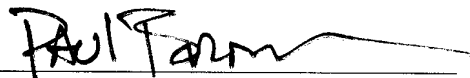
COPY

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida

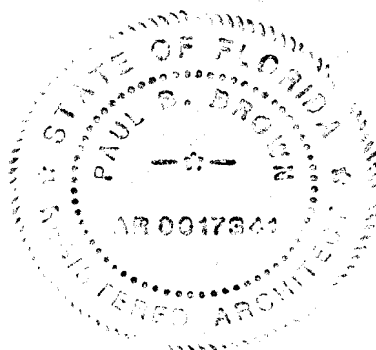
CERTIFICATION

The undersigned architect or engineer, being authorized to practice in the State of Florida, hereby certifies that, in accordance with the provisions of Section 718.104(4)(e), Florida Statutes, the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium for Summer House in Old Ponte Vedra Condominium, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 18 day of March A.D., 2005



Brown Doane Architects, Inc.
Paul B. Brown
Registered Architect Certificate No. AR0017341
State of Florida



PREPARED BY:




Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida

LEGEND	
	DENOTES COMMON ELEMENTS
	DENOTES LIMITED COMMON ELEMENTS
ACCESSORY BUILDING LEGEND: 	
A.	ENTRY
B.	CLUBHOUSE
C.	FITNESS CENTER
D.	POOL
E.	TENNIS COURTS
F.	GAZEBO



PHASE ONE PLOT PLAN

1
A1.2

SCALE: 1" = 200'-0"

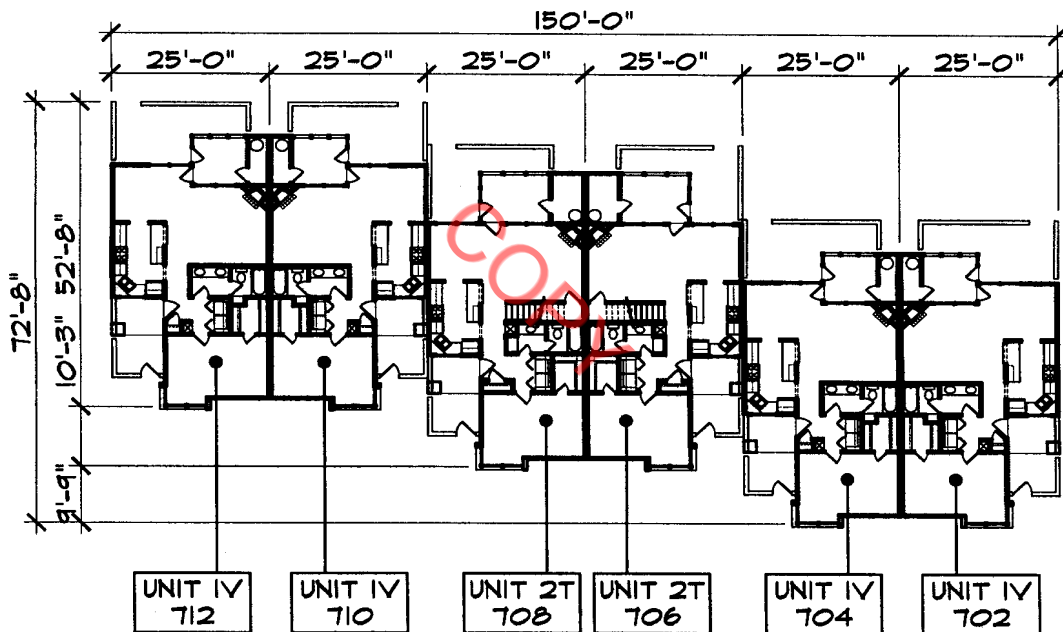


PREPARED BY:
Brown Doane Architects, Inc.
 1375 Northside Drive NW Suite 350
 Atlanta, Georgia 30318
 (404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING I FIRST FLOOR PLAN

1
A2.1

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

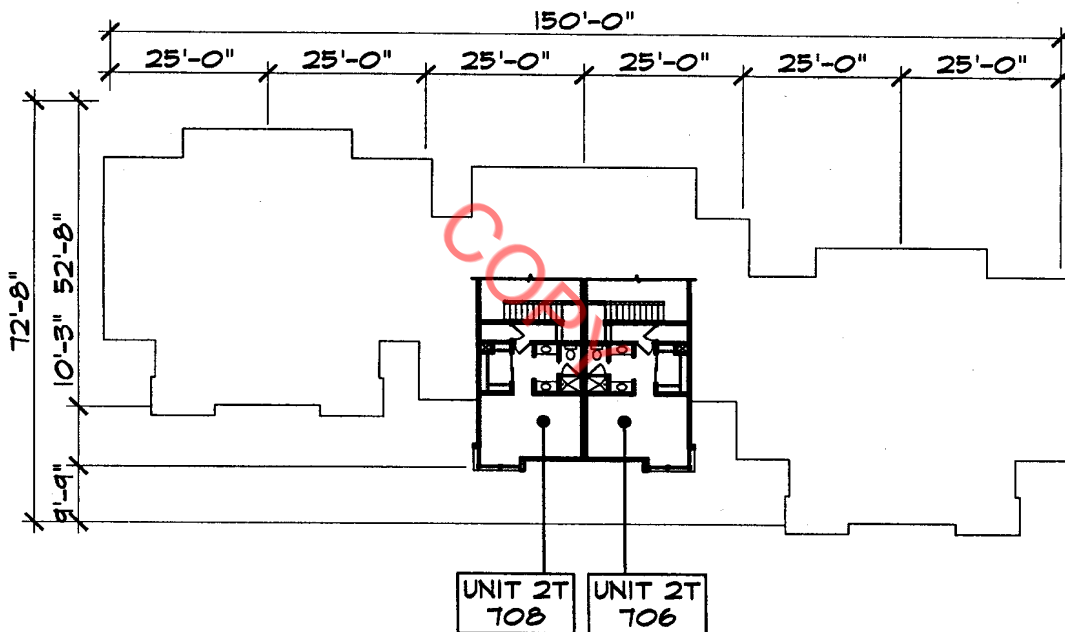
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING I SECOND FLOOR PLAN

1
A2.2

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

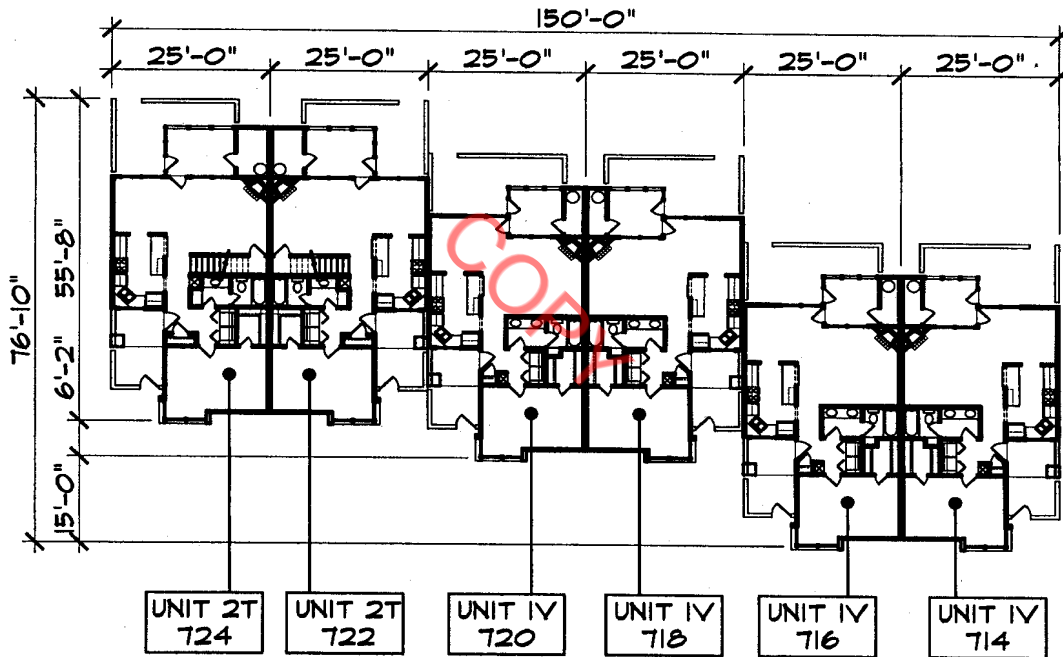
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 2 FIRST FLOOR PLAN

1
A2.3

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

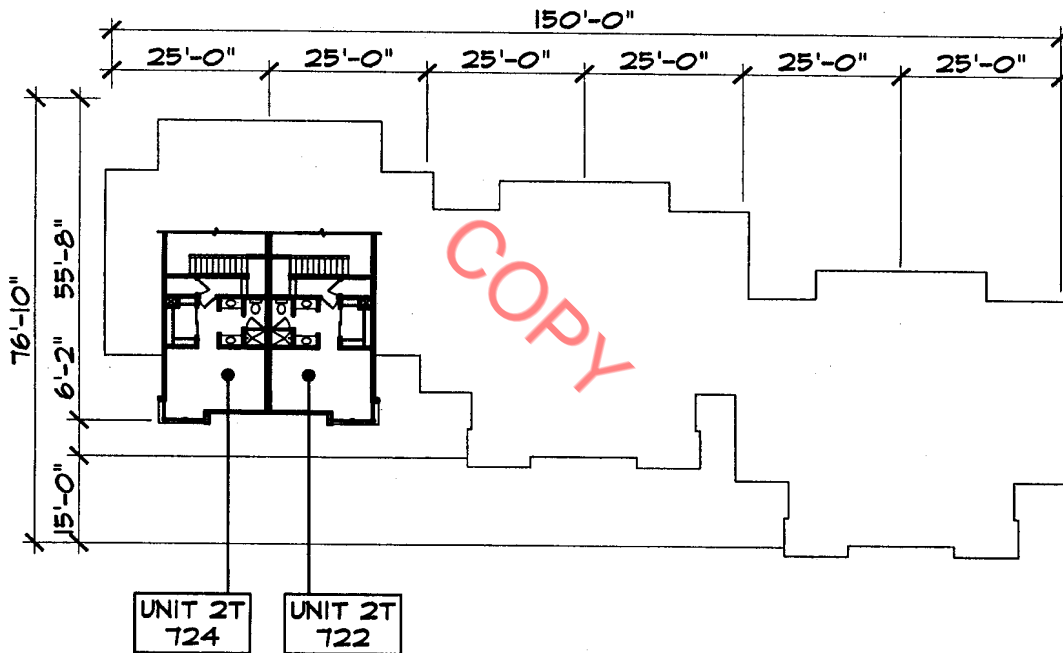
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 2 SECOND FLOOR PLAN

1
A2.4

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

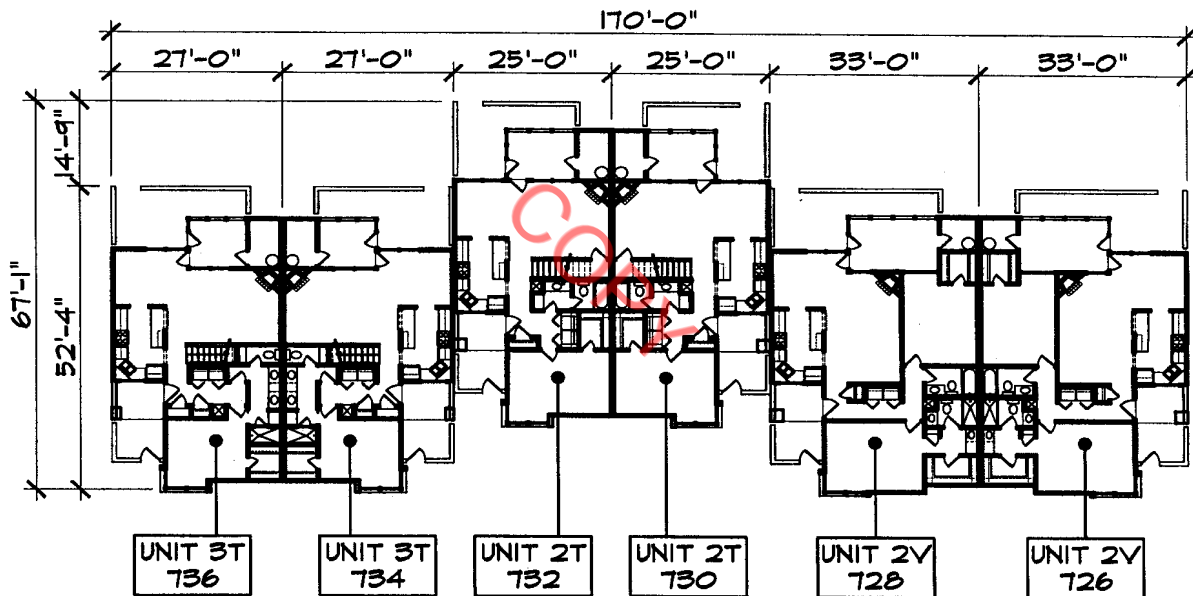
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 360
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 3 FIRST FLOOR PLAN

1
A2.5

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

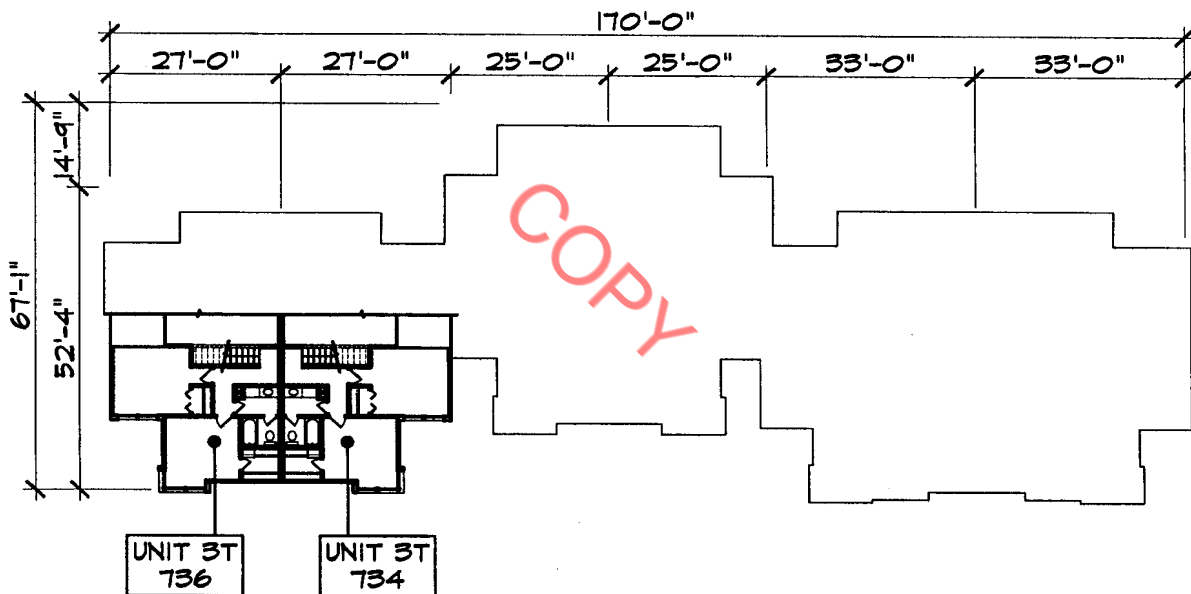
PREPARED BY:

Brown Doane Architects, Inc.
1576 Northside Drive NW Suite 360
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 3 SECOND FLOOR PLAN

1
A2.6

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

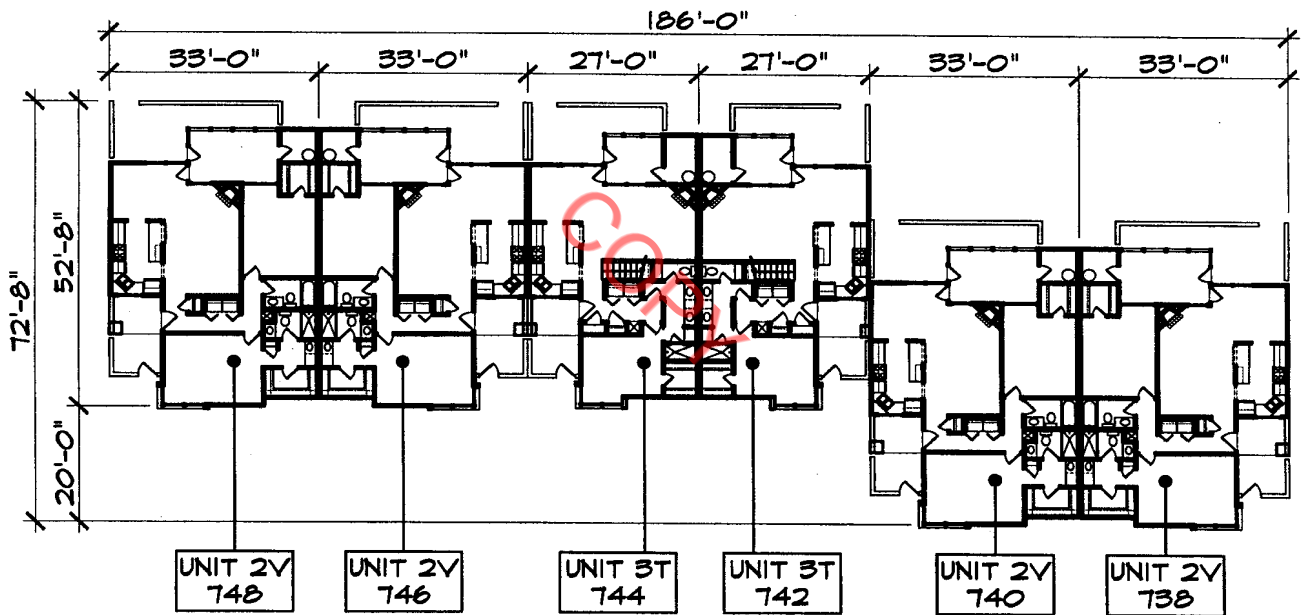
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 4 FIRST FLOOR PLAN

1
A2.7

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

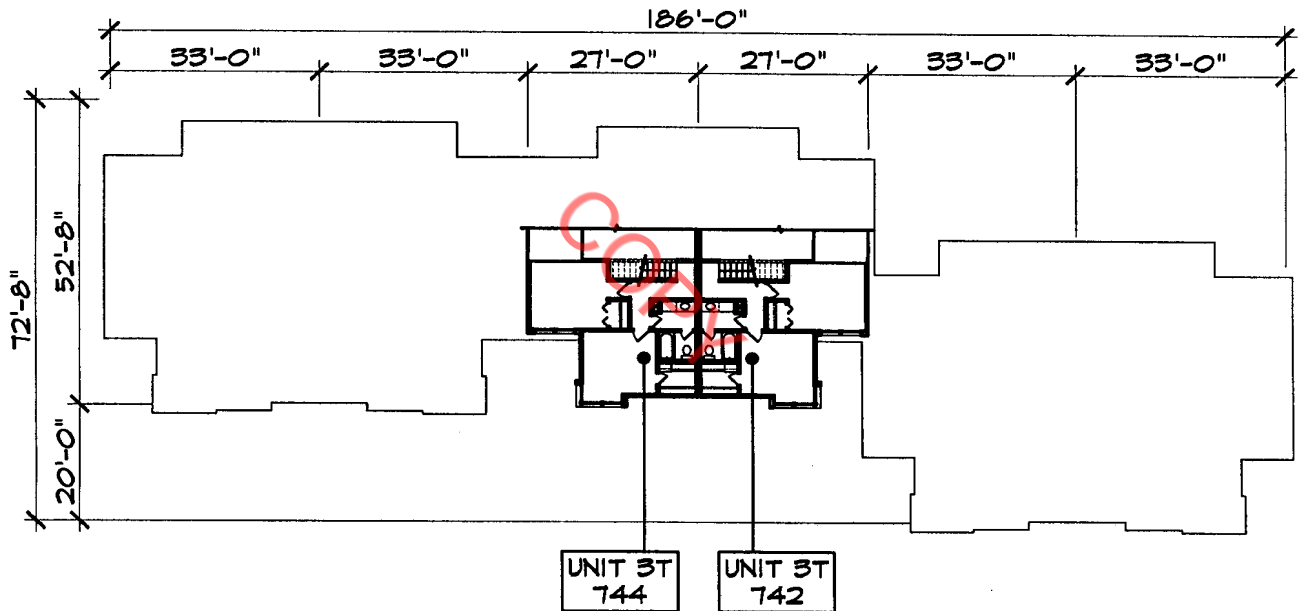
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 4 SECOND FLOOR PLAN

1
A2.8

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

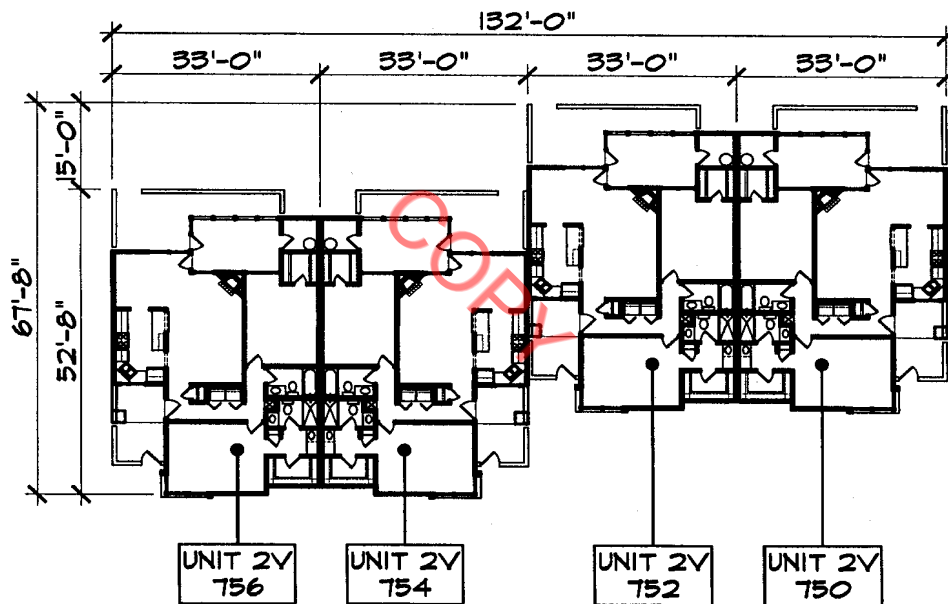
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 360
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 5 FLOOR PLAN

1
A2.9

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

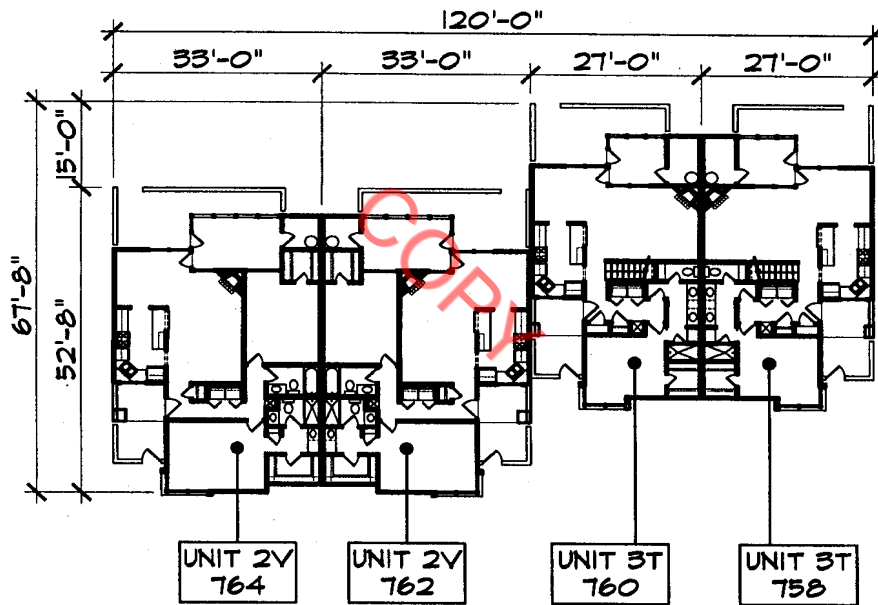
PREPARED BY:

Brown Doane Architects, Inc.
1576 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 6 FIRST FLOOR PLAN

1
A2.10

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

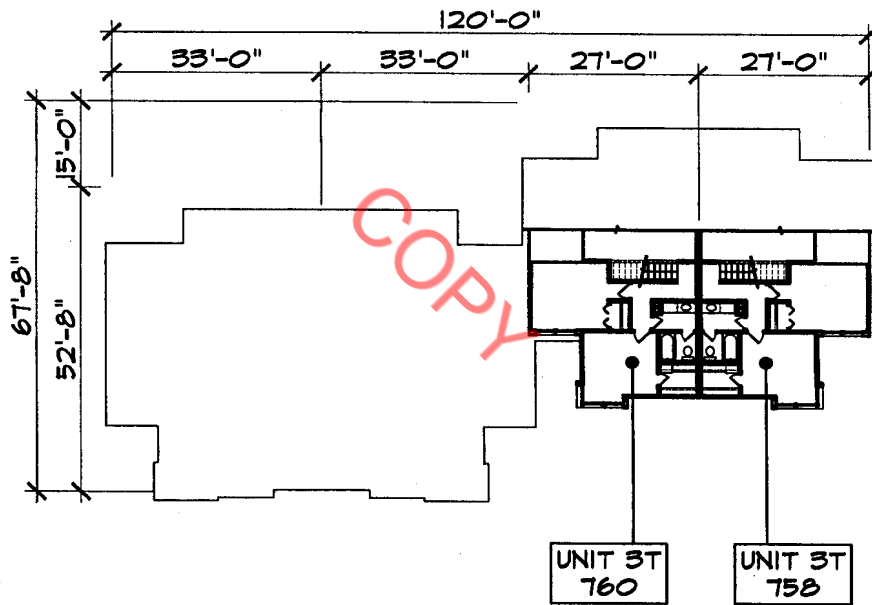
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE ONE BUILDING 6 SECOND FLOOR PLAN

1
A2.11

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

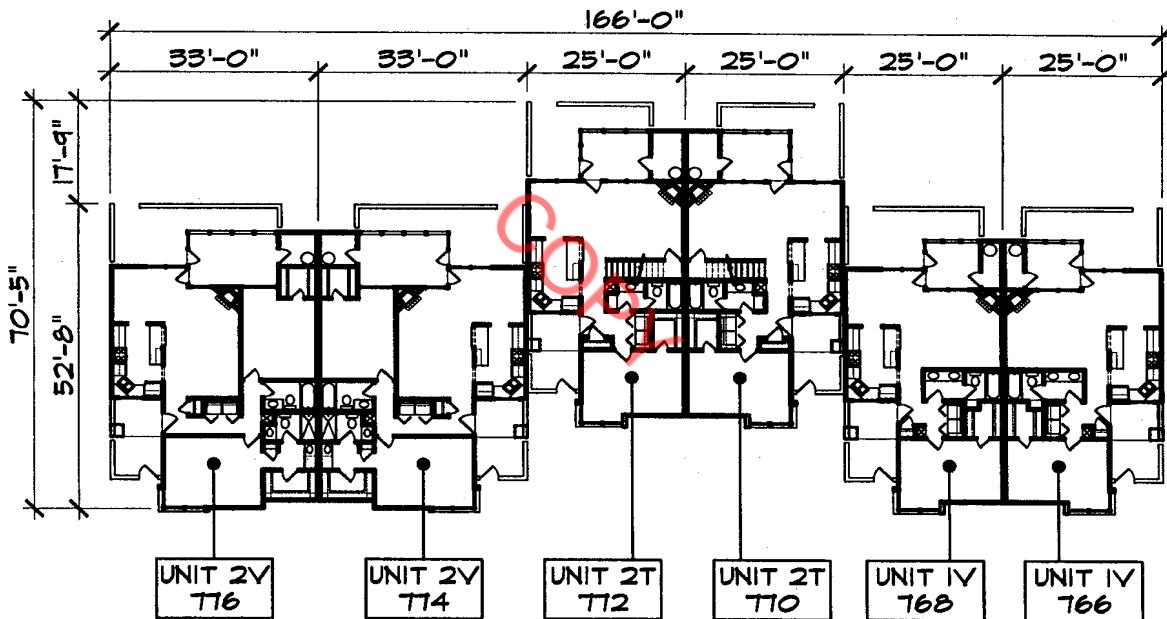
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING T FIRST FLOOR PLAN

1
A2.12

SCALE: 1" = 32'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

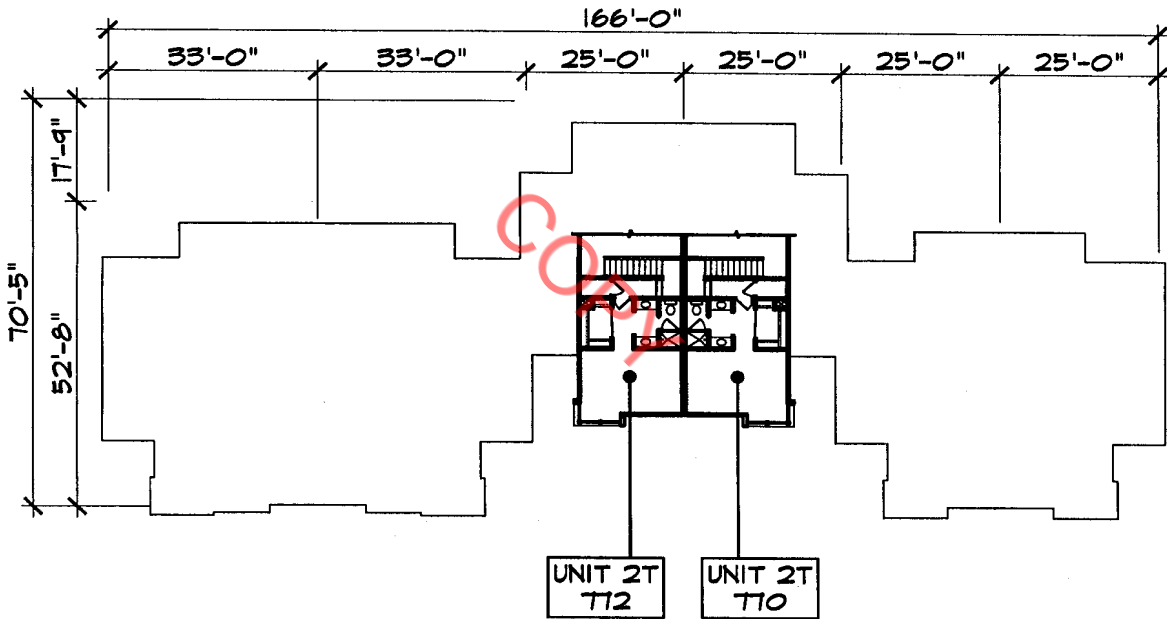
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 7 SECOND FLOOR PLAN

1
A2.13

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

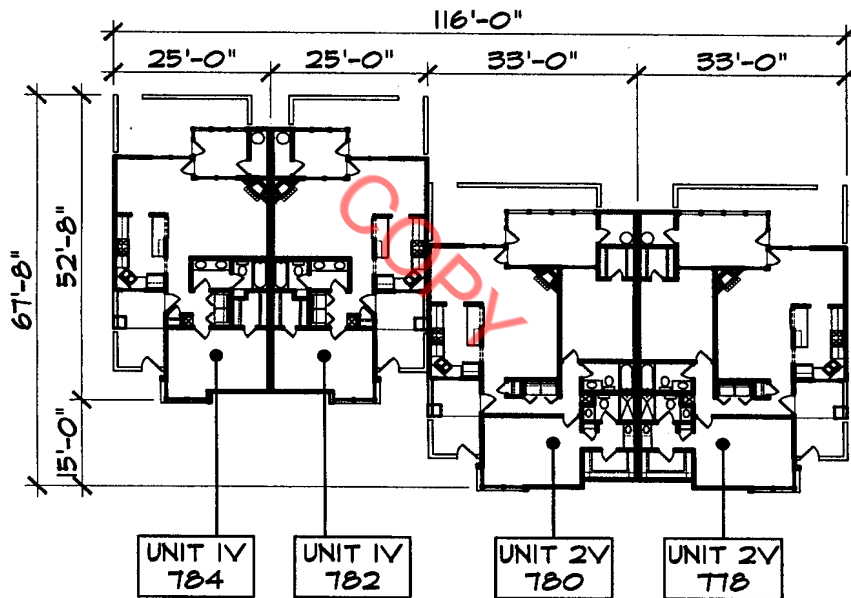
PREPARED BY:

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1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

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Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 8 FLOOR PLAN

1
A2.14

SCALE: 1" = 32'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

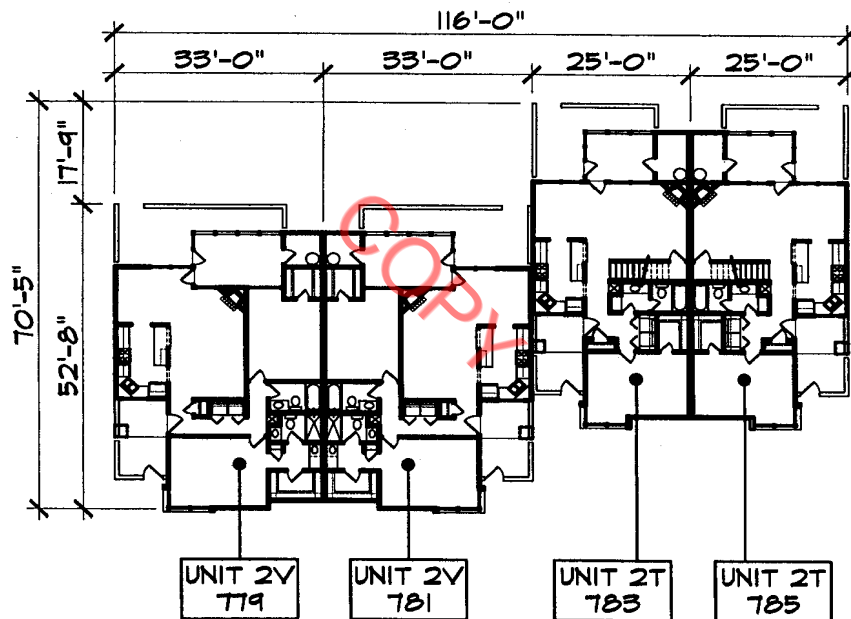
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PHASE ONE BUILDING 9 FIRST FLOOR PLAN

1
A2.15

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

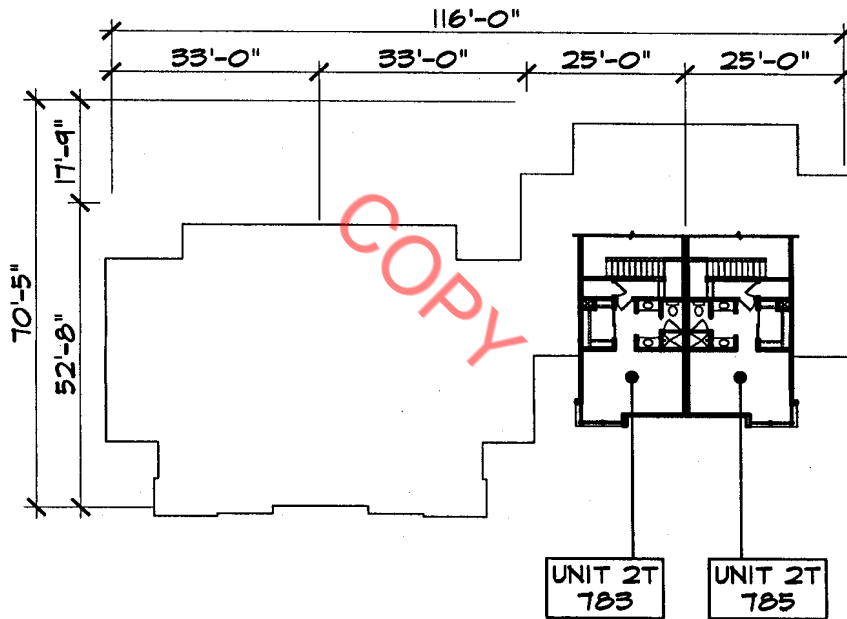
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PHASE ONE BUILDING 9 SECOND FLOOR PLAN

1
A2.16

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

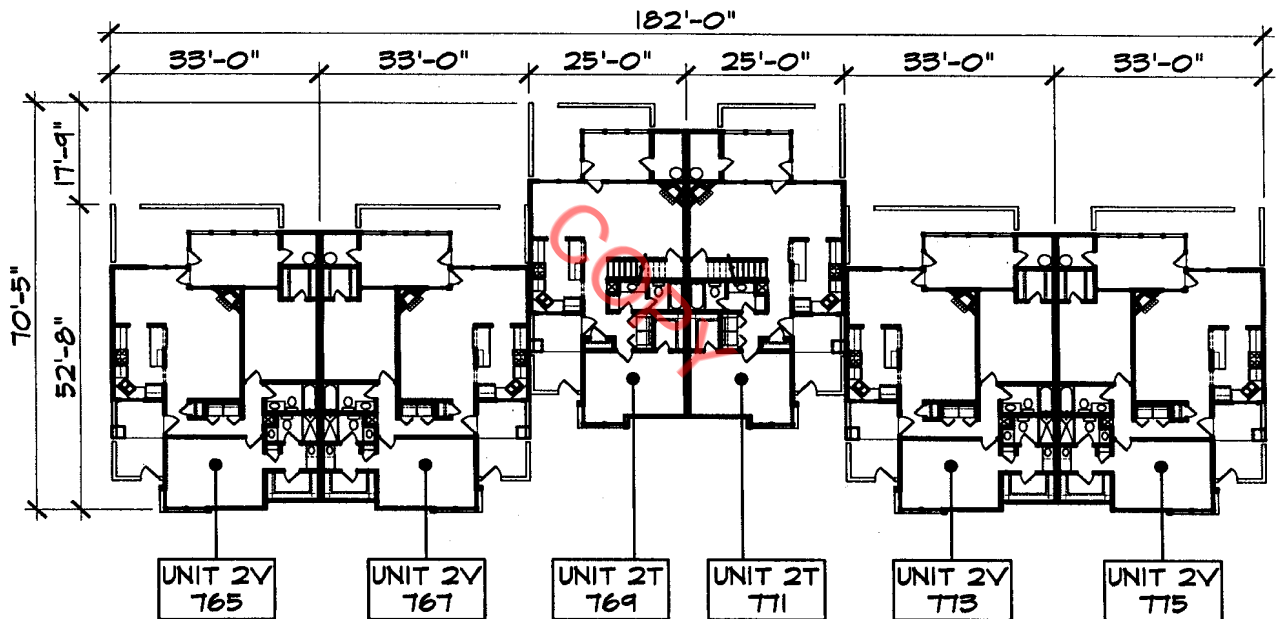
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PHASE ONE BUILDING 10 FIRST FLOOR PLAN

1
12.17

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

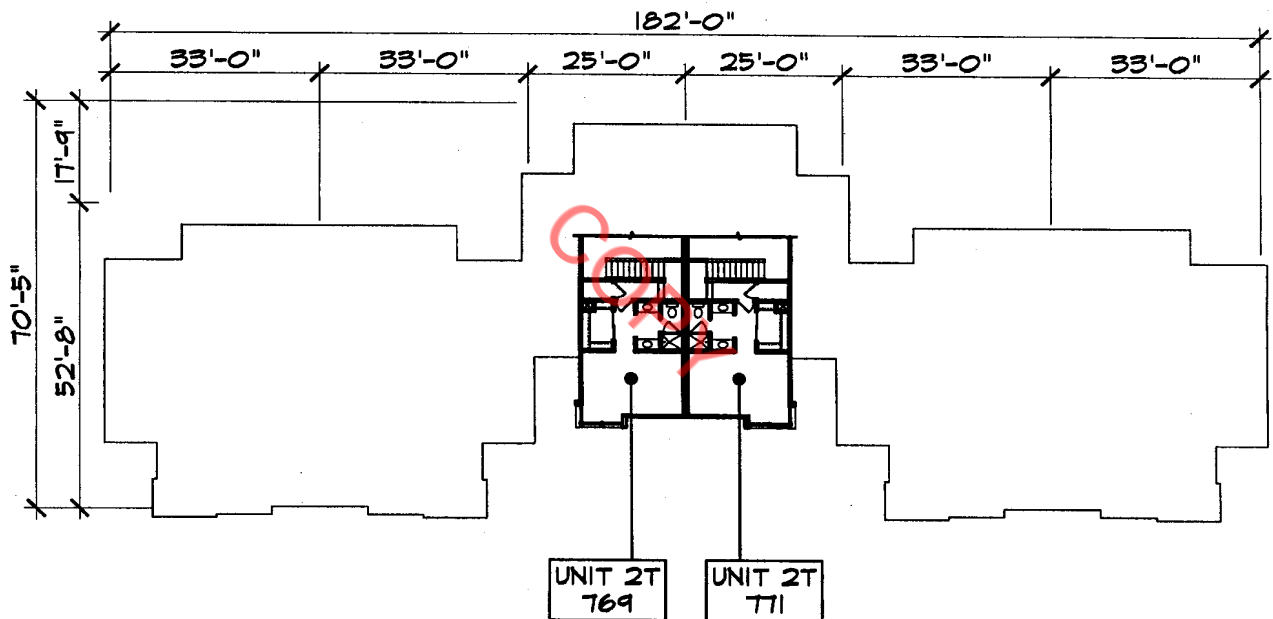
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PHASE ONE BUILDING 10 SECOND FLOOR PLN

1
A2.18

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

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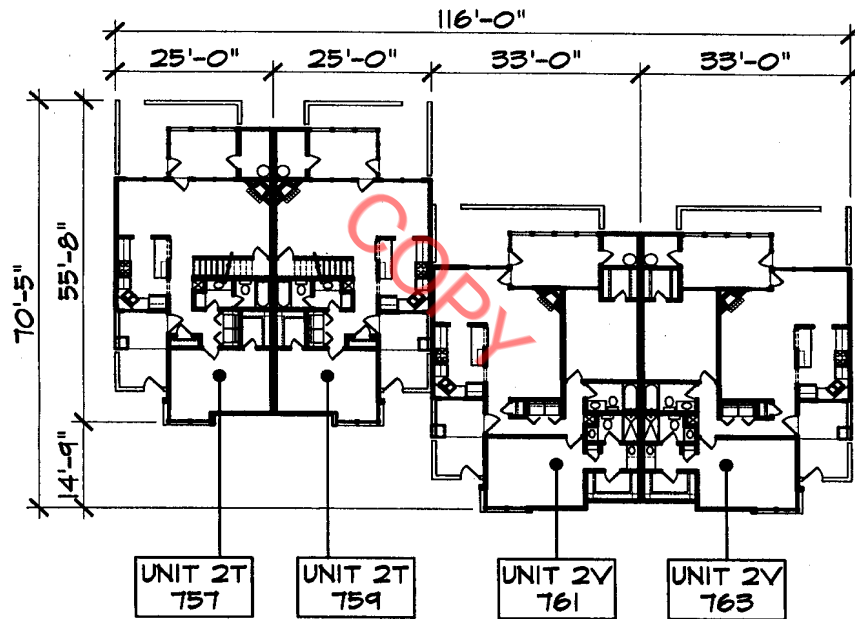
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PHASE ONE BUILDING II FIRST FLOOR PLAN

1
A2.19

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

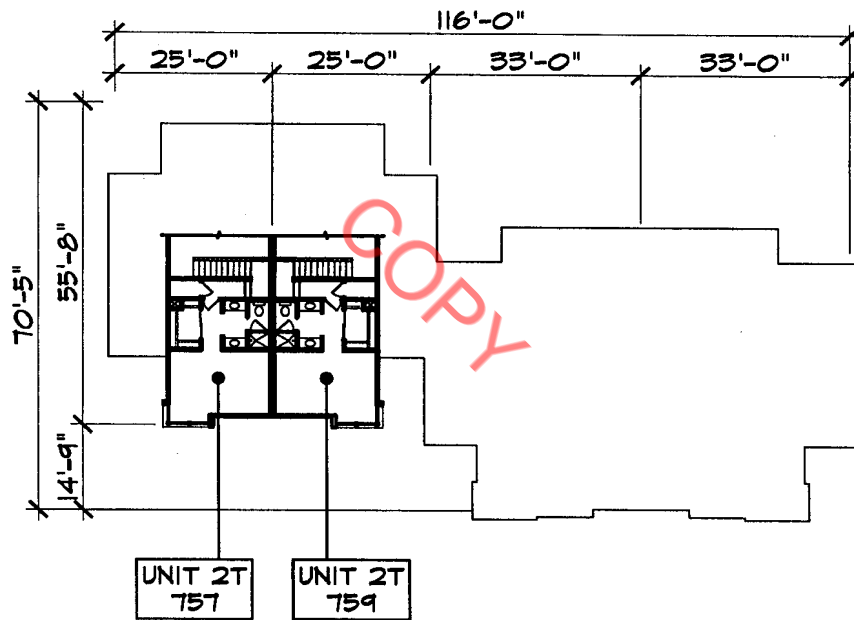
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PHASE ONE BUILDING II SECOND FLOOR PLAN

1
A2.20

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

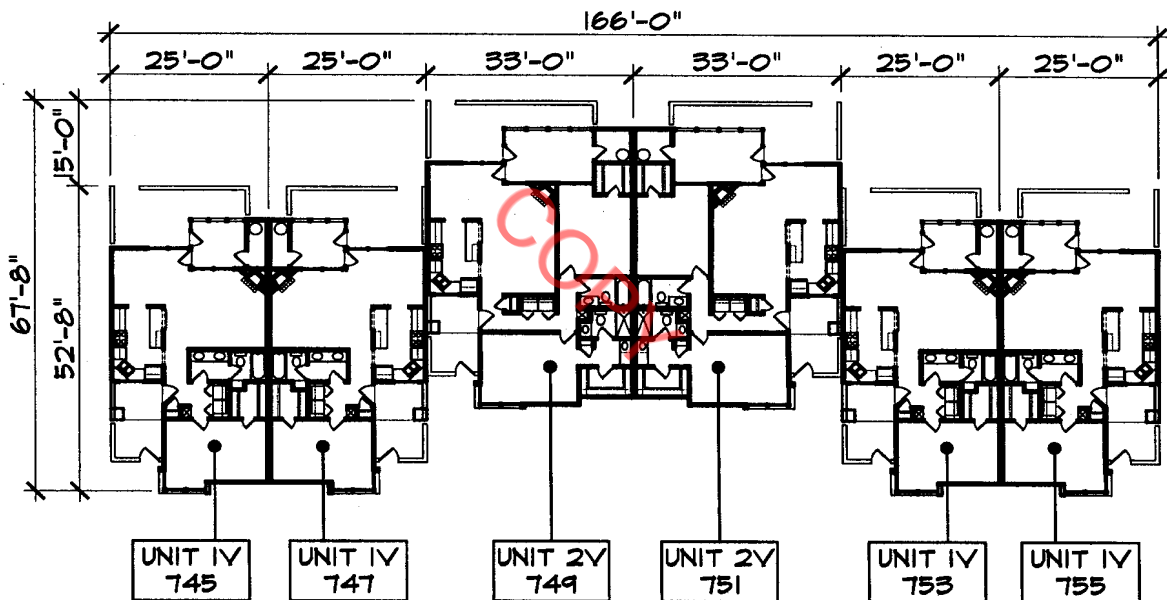
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PHASE ONE BUILDING 12 FLOOR PLAN

1
A2.21

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

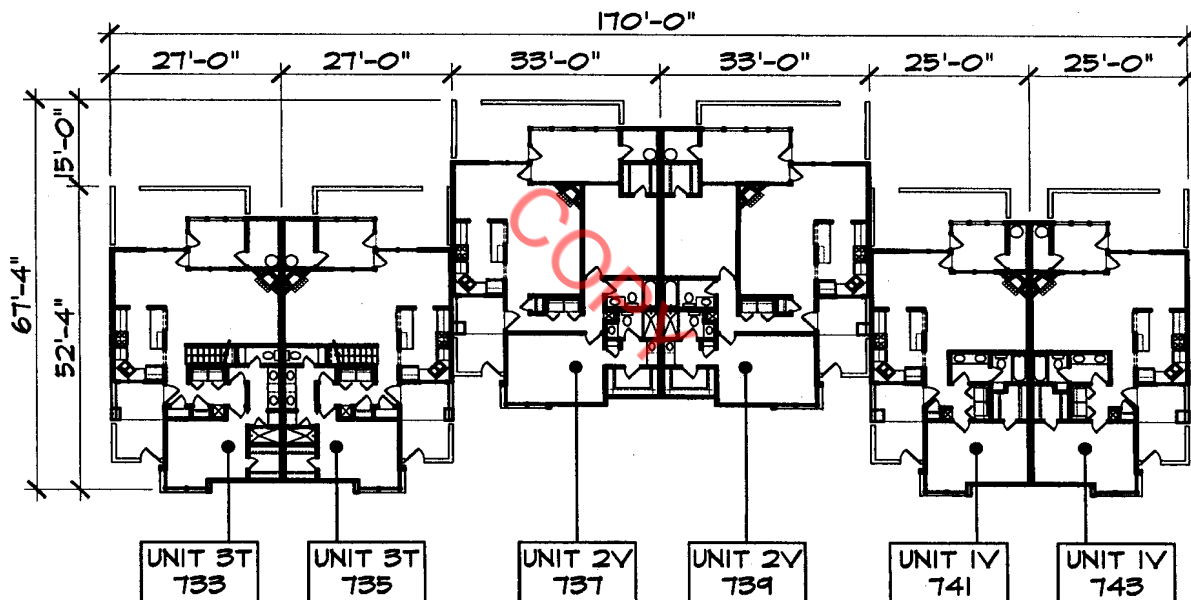
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PHASE ONE BUILDING 13 FIRST FLOOR PLAN

1
A2.22

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

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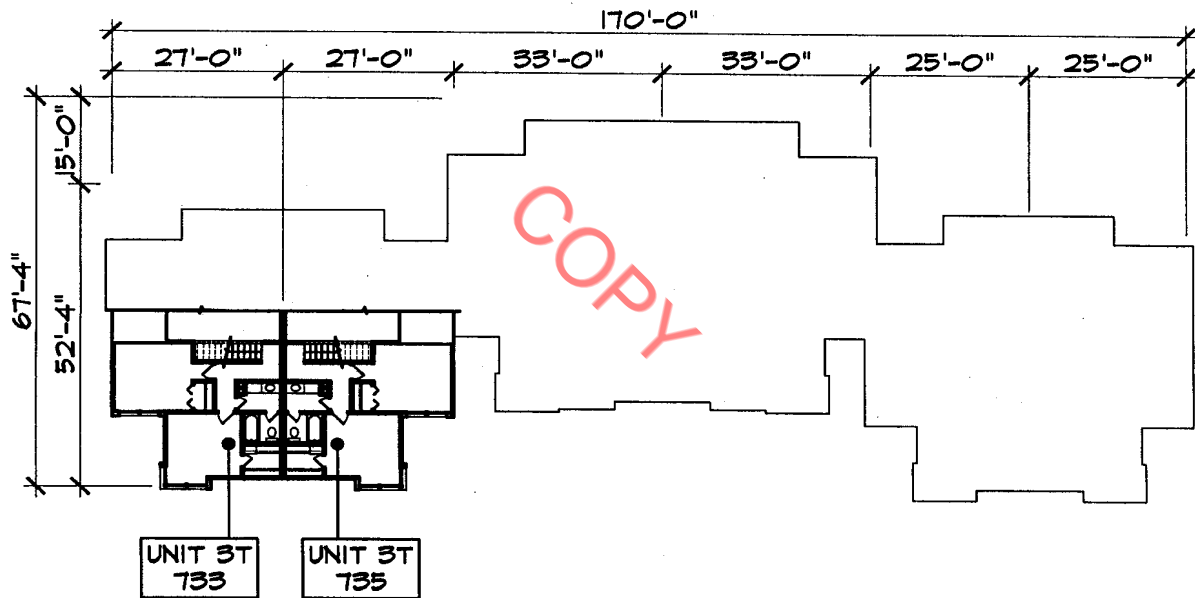
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PHASE ONE BUILDING 13 SECOND FLOOR PLAN

1
A2.23

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

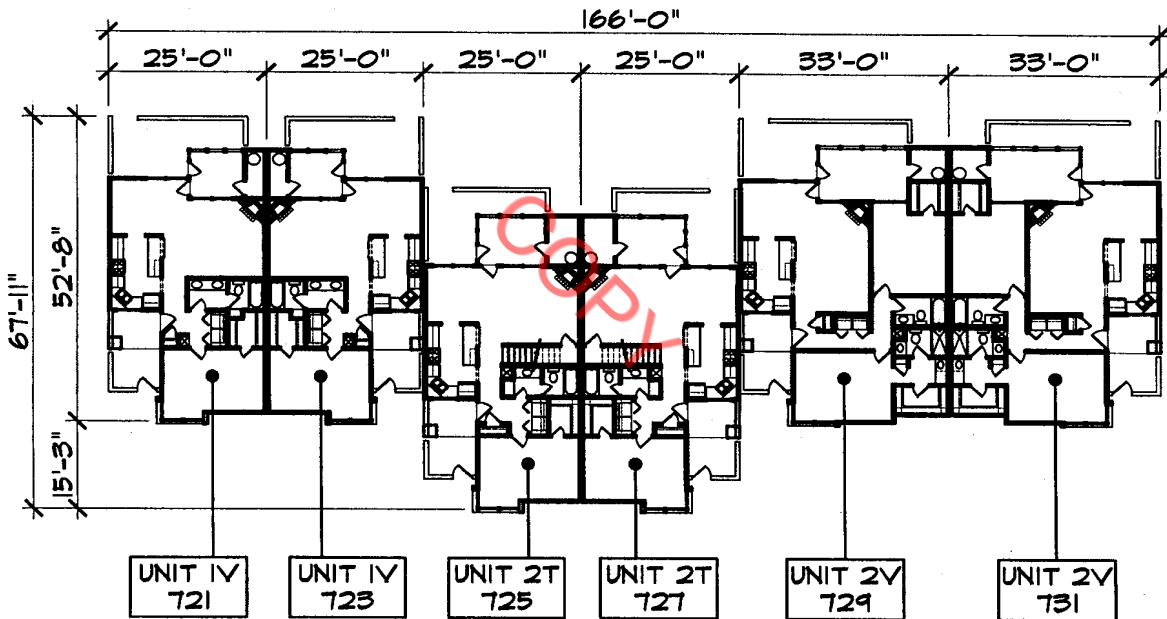
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PHASE ONE BUILDING 14 FIRST FLOOR PLAN

1
A2.24

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

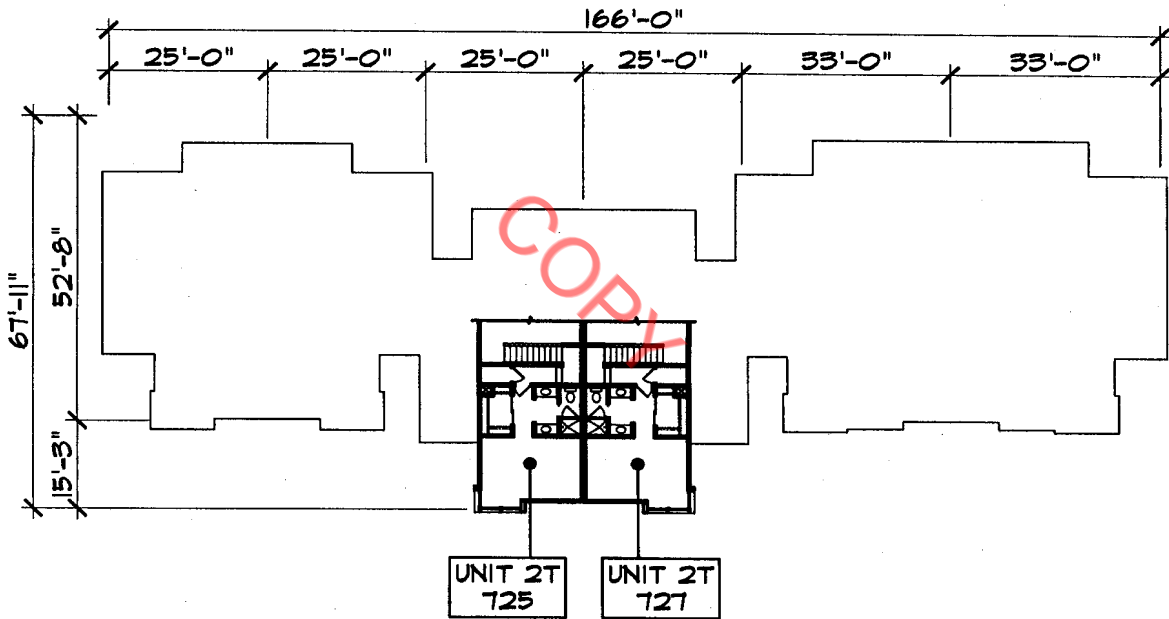
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PHASE ONE BUILDING 14 SECOND FLOOR PLAN

1
A2.25

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

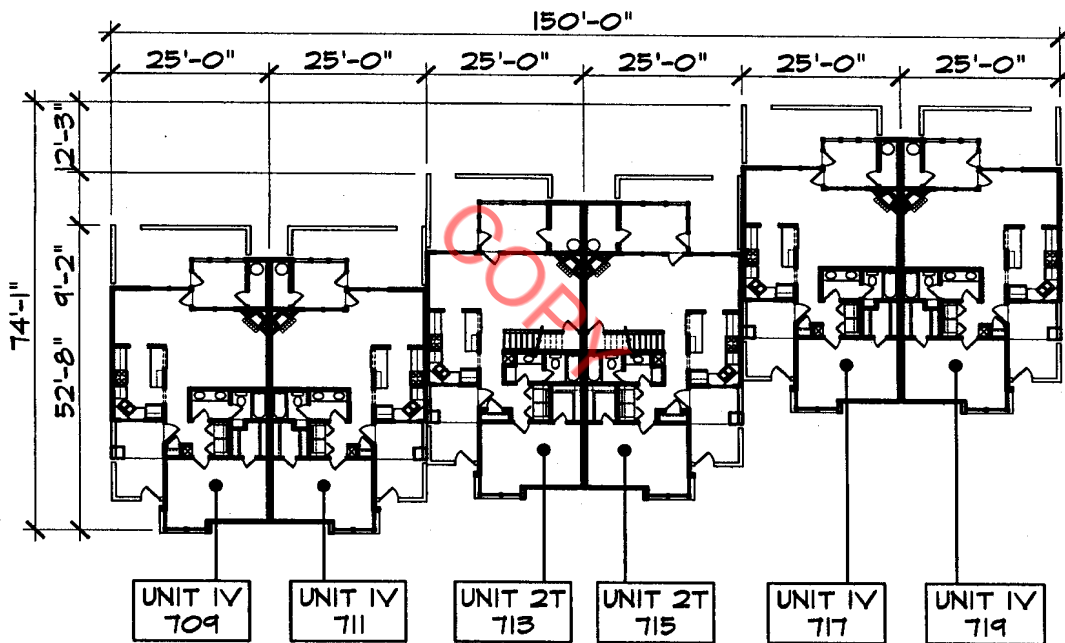
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PHASE ONE BUILDING 15 FIRST FLOOR PLAN

1
12.25

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

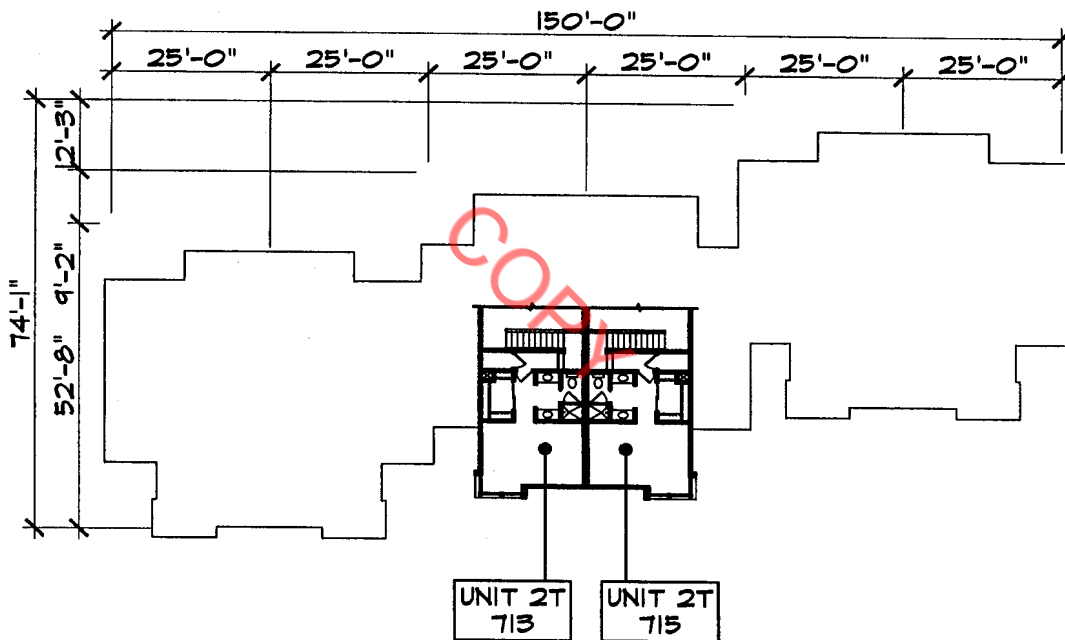
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PHASE ONE BUILDING 15 SECOND FLOOR PLAN

1
A2.27

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

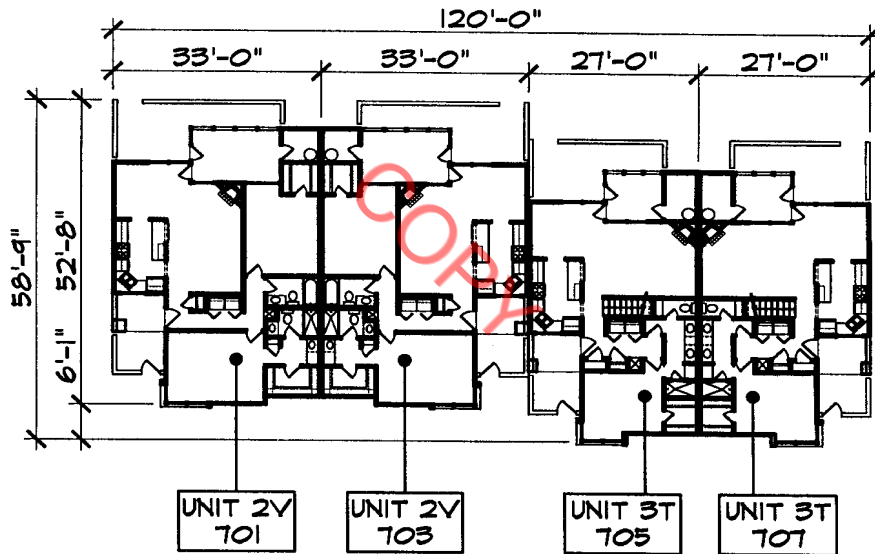
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PHASE ONE BUILDING 16 FIRST FLOOR PLAN

1
A2.2B

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

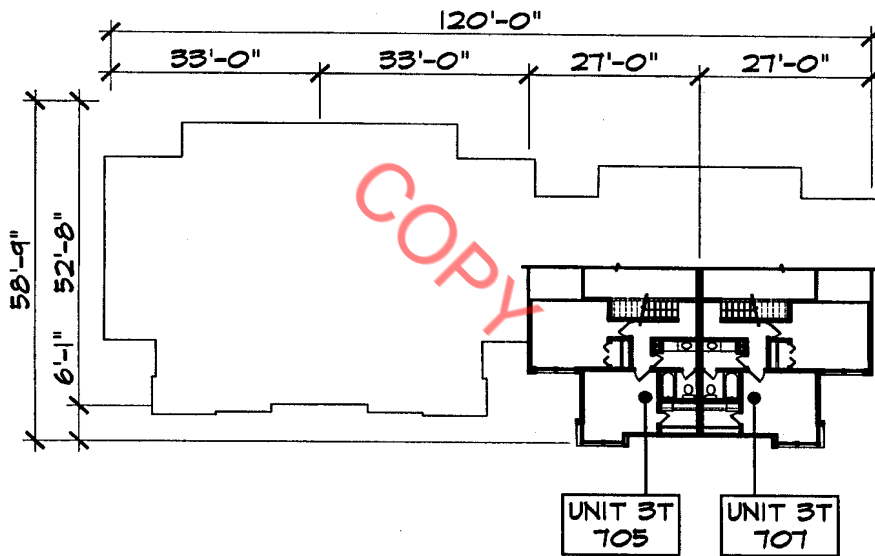
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PHASE ONE BUILDING 16 SECOND FLOOR PLAN

1
A2.29

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

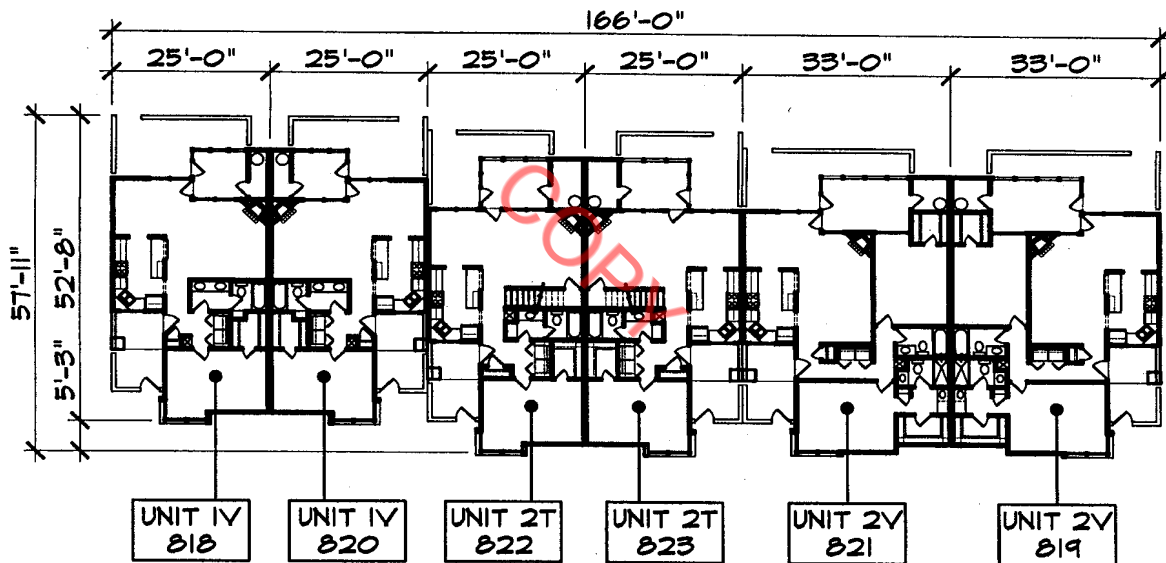
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PHASE ONE BUILDING 17 FIRST FLOOR PLAN

1
A2.30

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

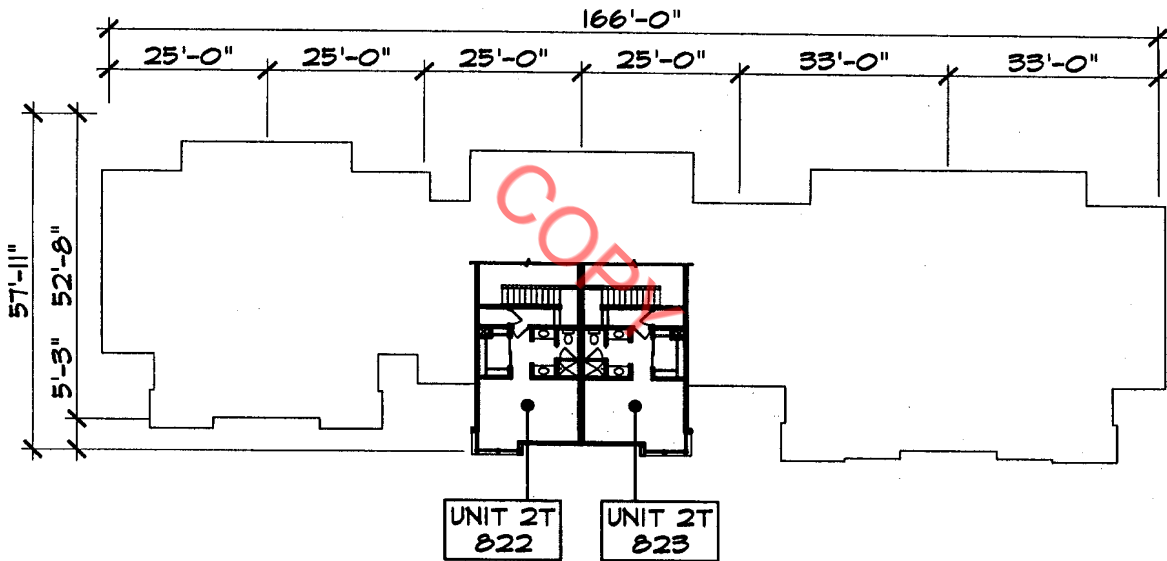
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PHASE ONE BUILDING 17 SECOND FLOOR PLAN

1
A2.31

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

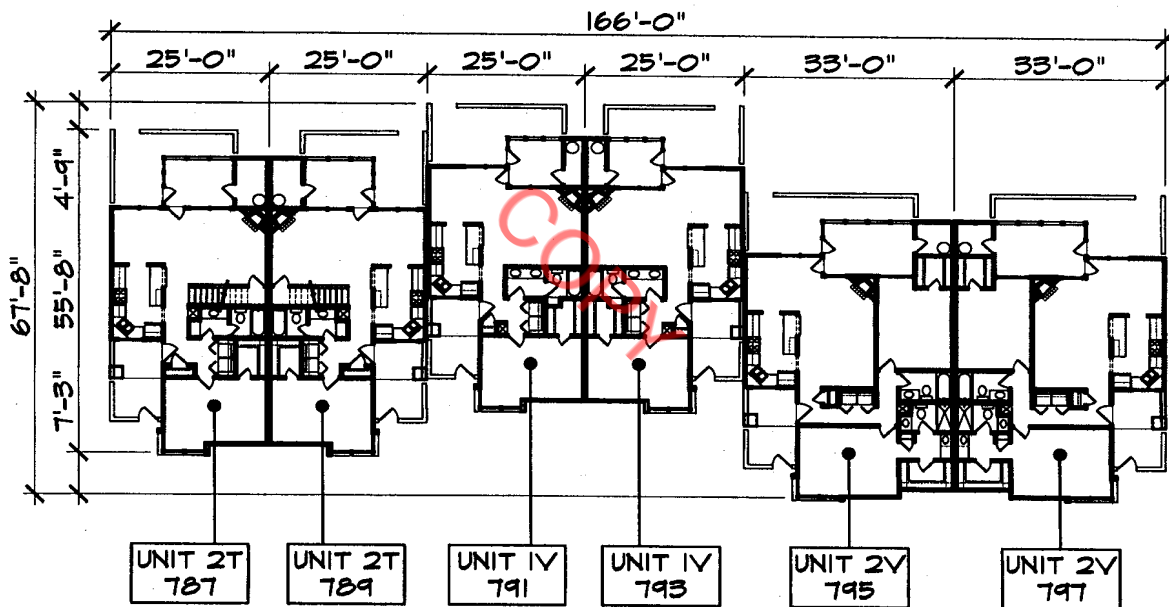
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PHASE ONE BUILDING 18 FIRST FLOOR PLAN

1
A2.32

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

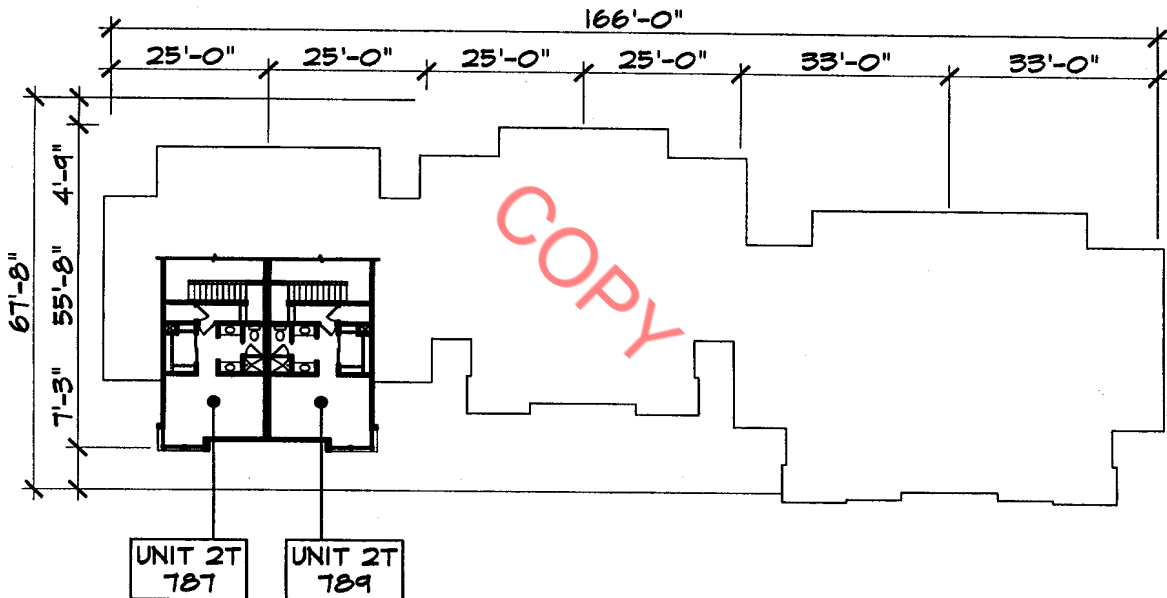
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PHASE ONE BUILDING 18 SECOND FLOOR PLAN

1
A2.33

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

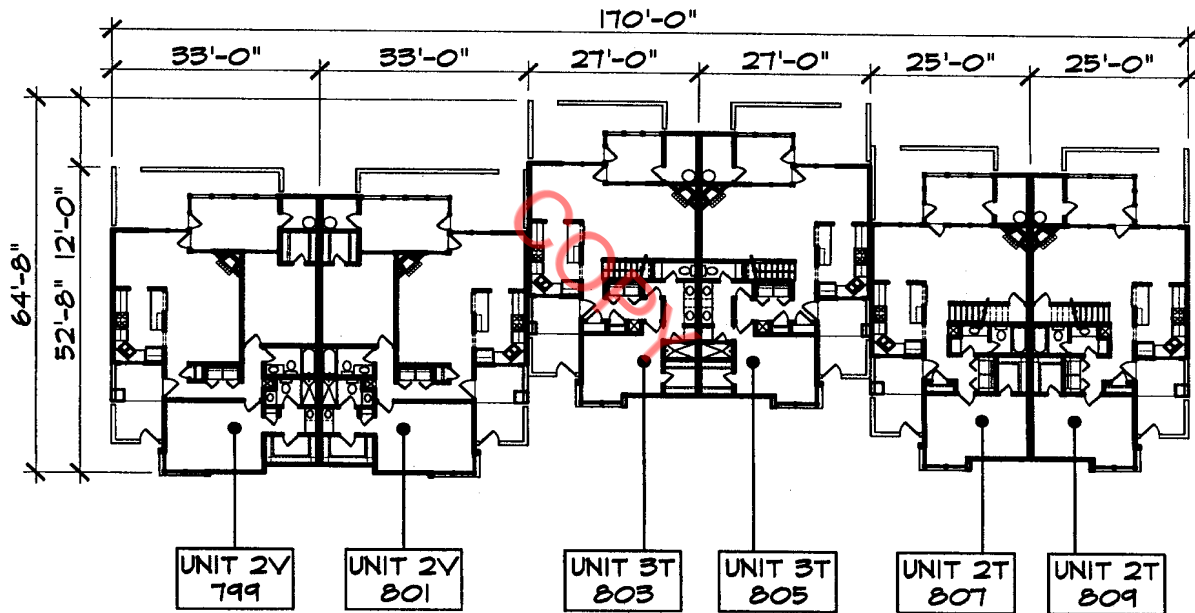
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PHASE ONE BUILDING 19 FIRST FLOOR PLAN

1
A2.34

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

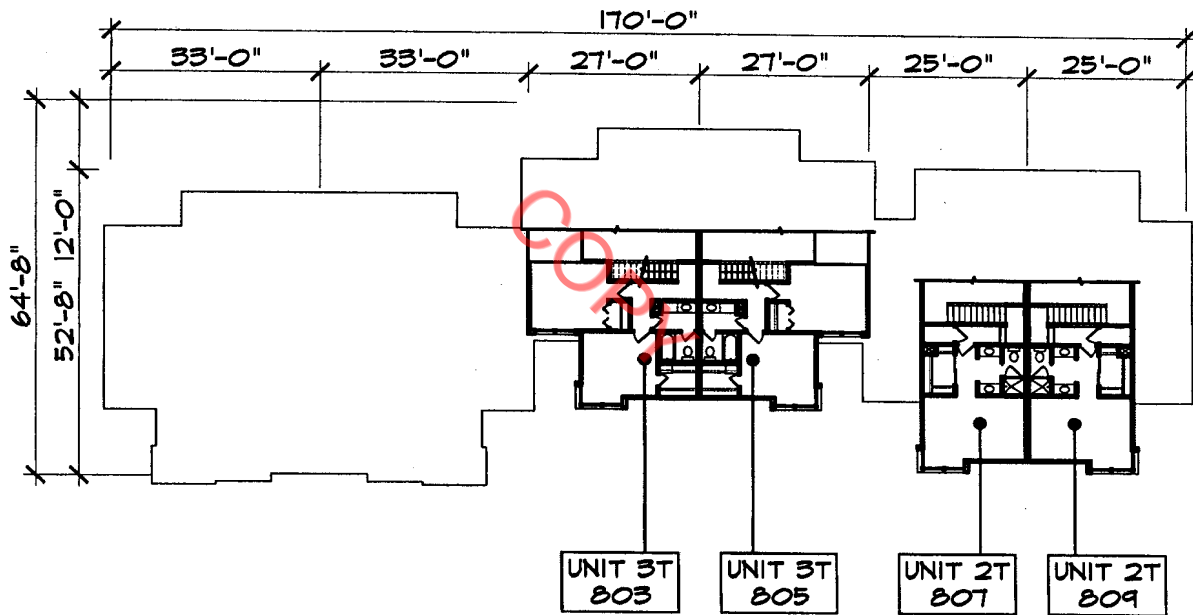
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PHASE ONE BUILDING 19 SECOND FLOOR PLAN

1
A2.35

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

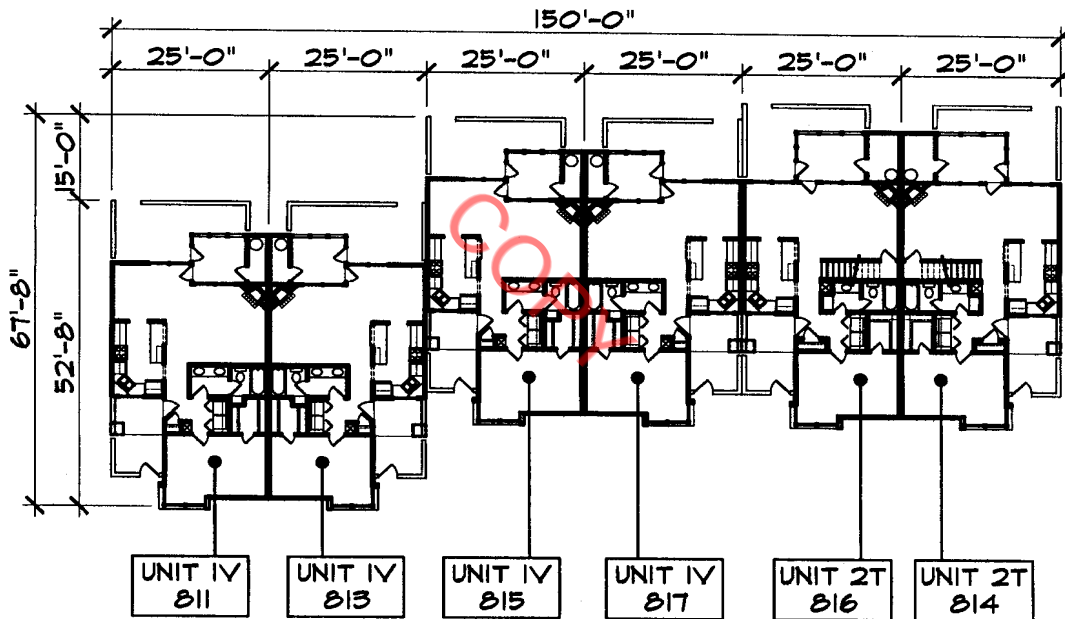
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PHASE ONE BUILDING 20 FIRST FLOOR PLAN

1
A2.36

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

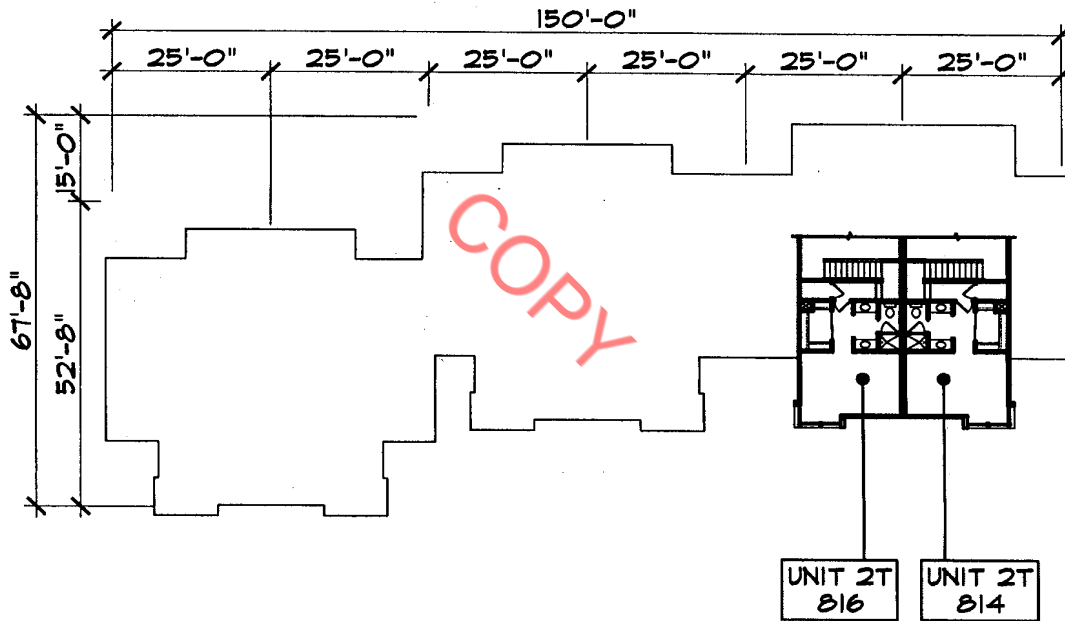
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PHASE ONE BUILDING 20 SECOND FLOOR PLN

1
A2.37

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

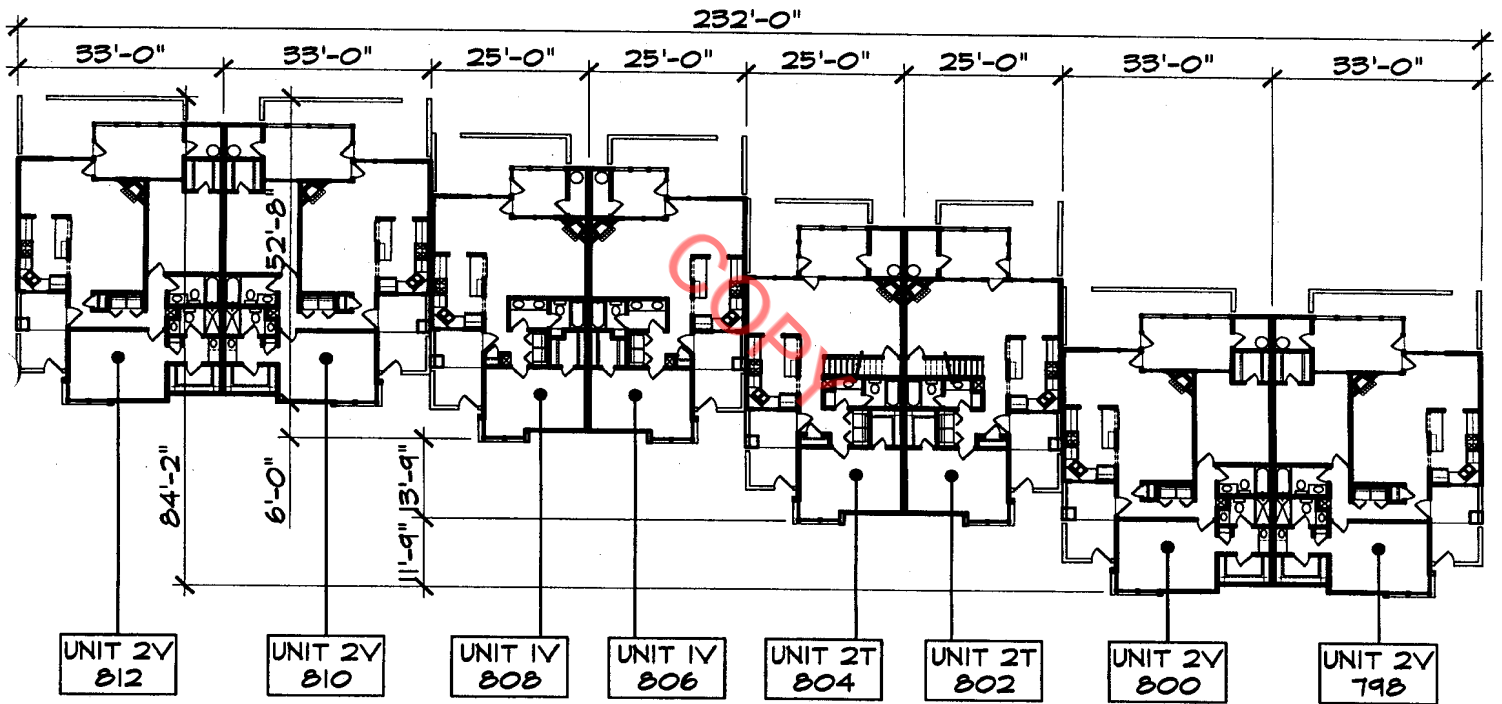
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PHASE ONE BUILDING 21 FIRST FLOOR PLAN

1
A2.38

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

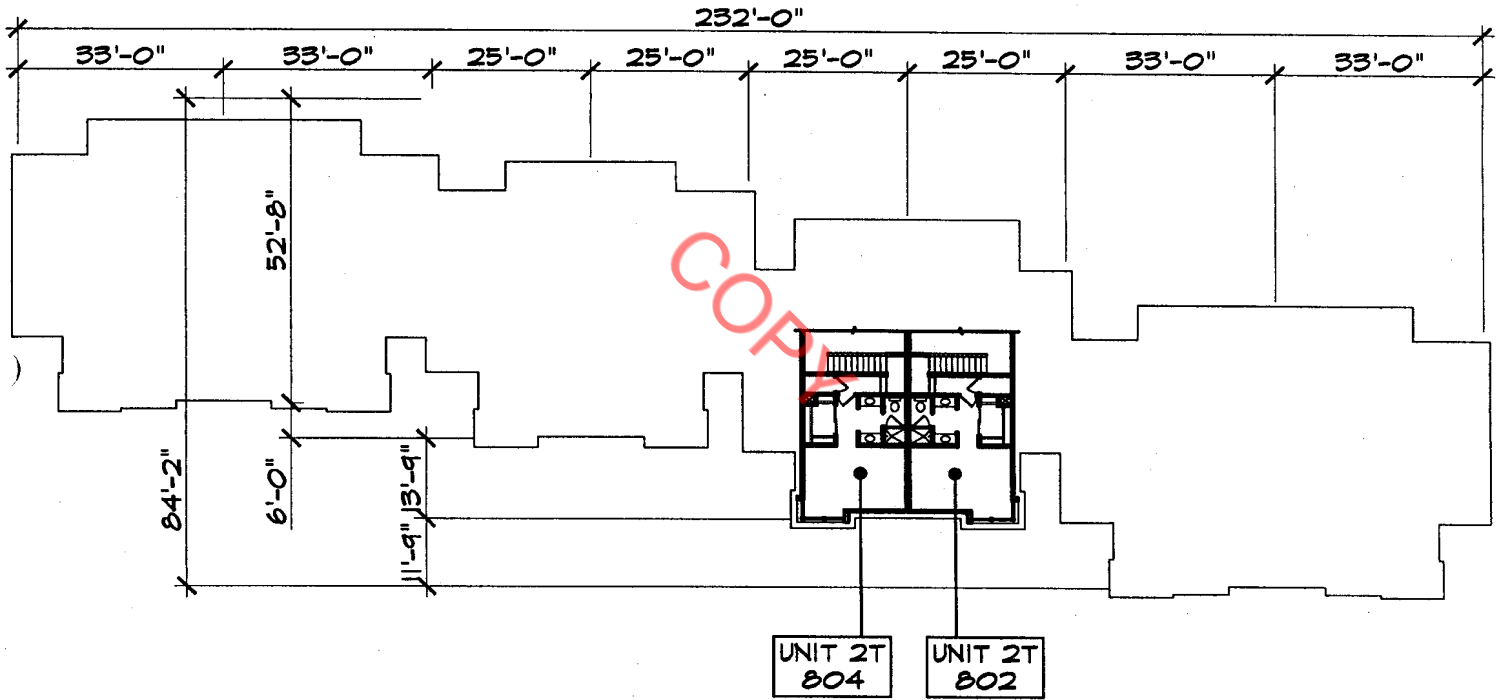
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PHASE ONE BUILDING 21 SECOND FLOOR PLAN

1
A2.39

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

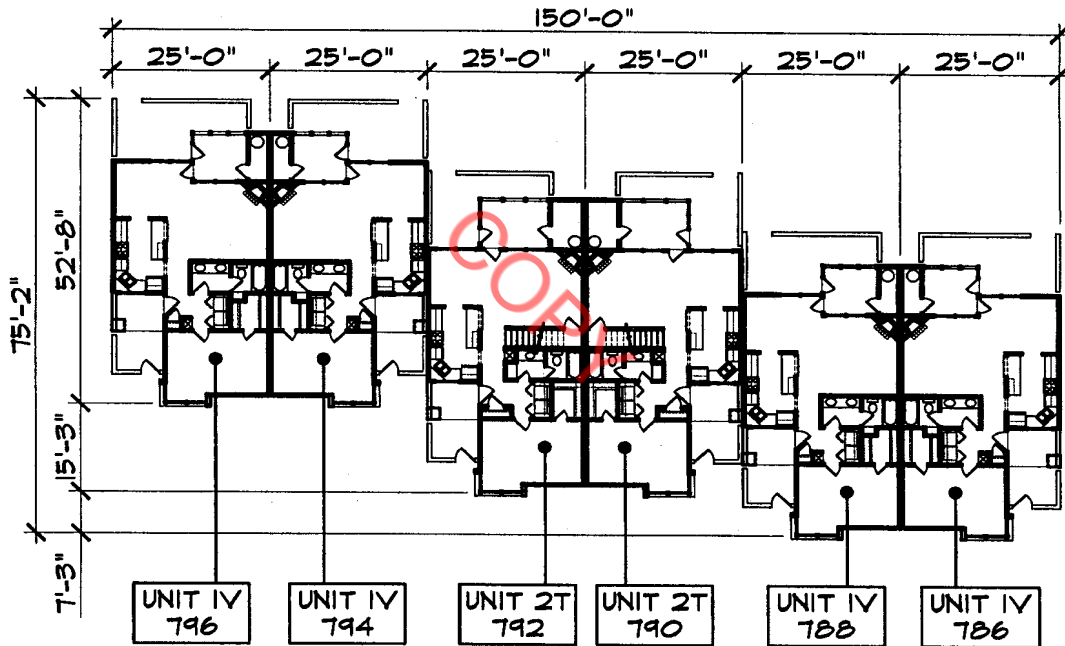
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PHASE ONE BUILDING 22 FIRST FLOOR PLAN

1
A2.40

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

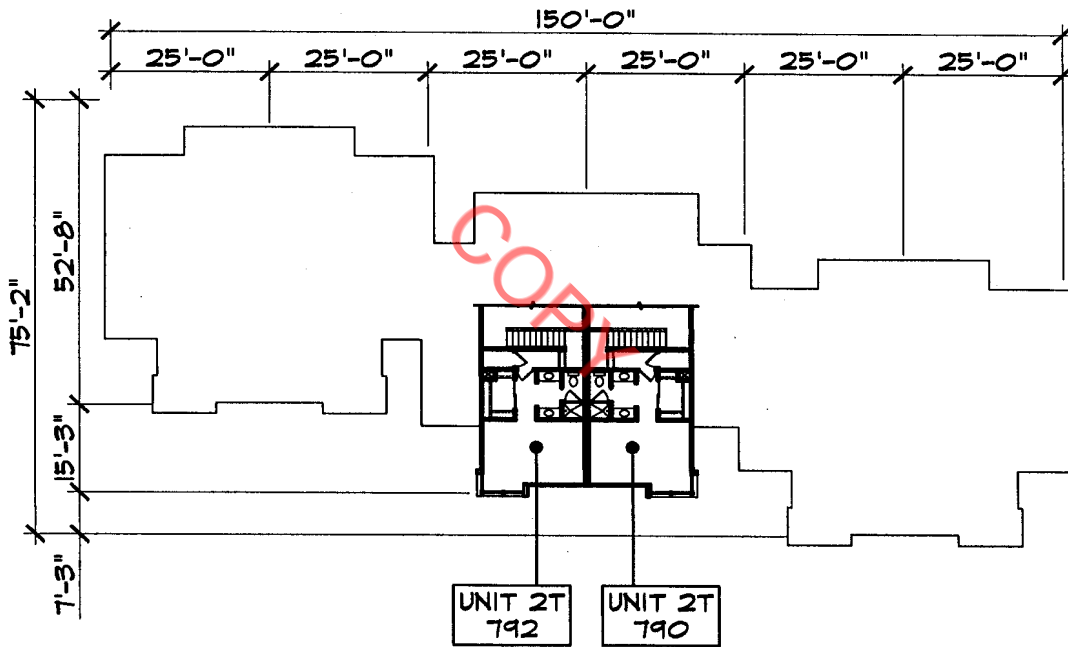
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PHASE ONE BUILDING 22 SECOND FLOOR PLN

1
A2.41

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

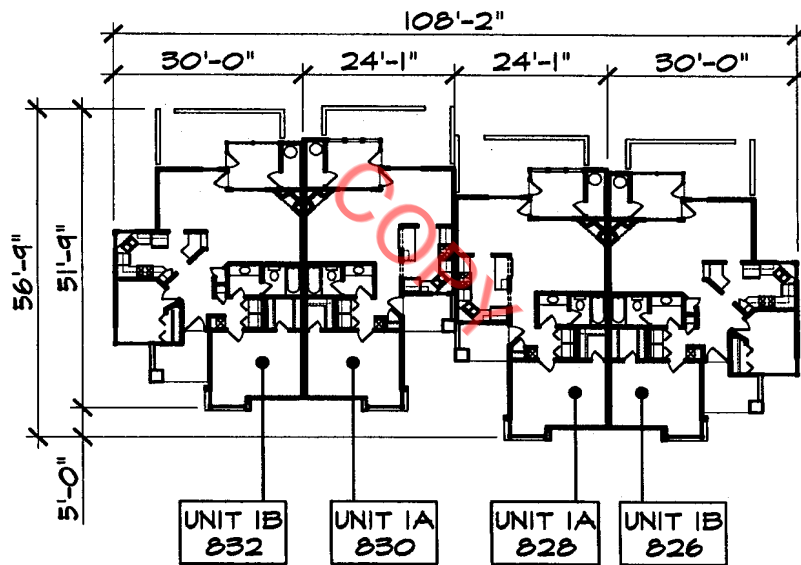
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PHASE ONE BUILDING 23 FIRST FLOOR PLAN

1
2.42

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

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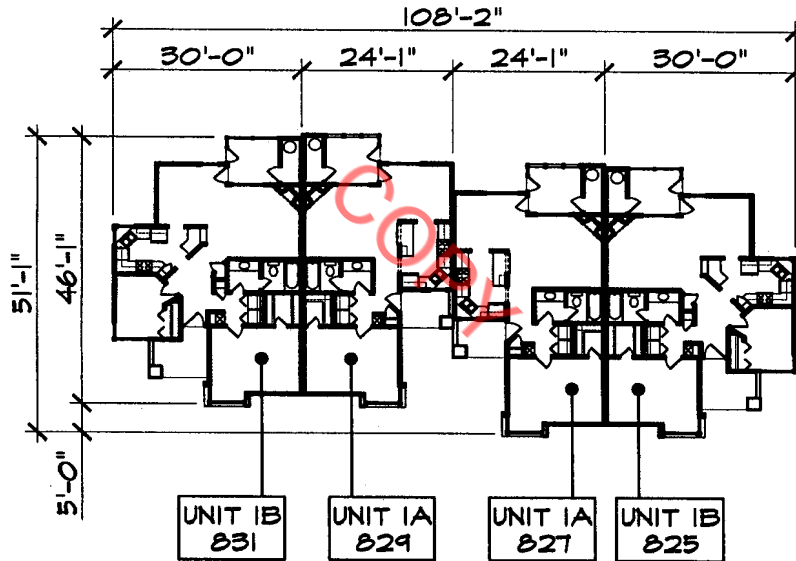
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PHASE ONE BUILDING 23 SECOND FLOOR PLN

1
A2.43

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

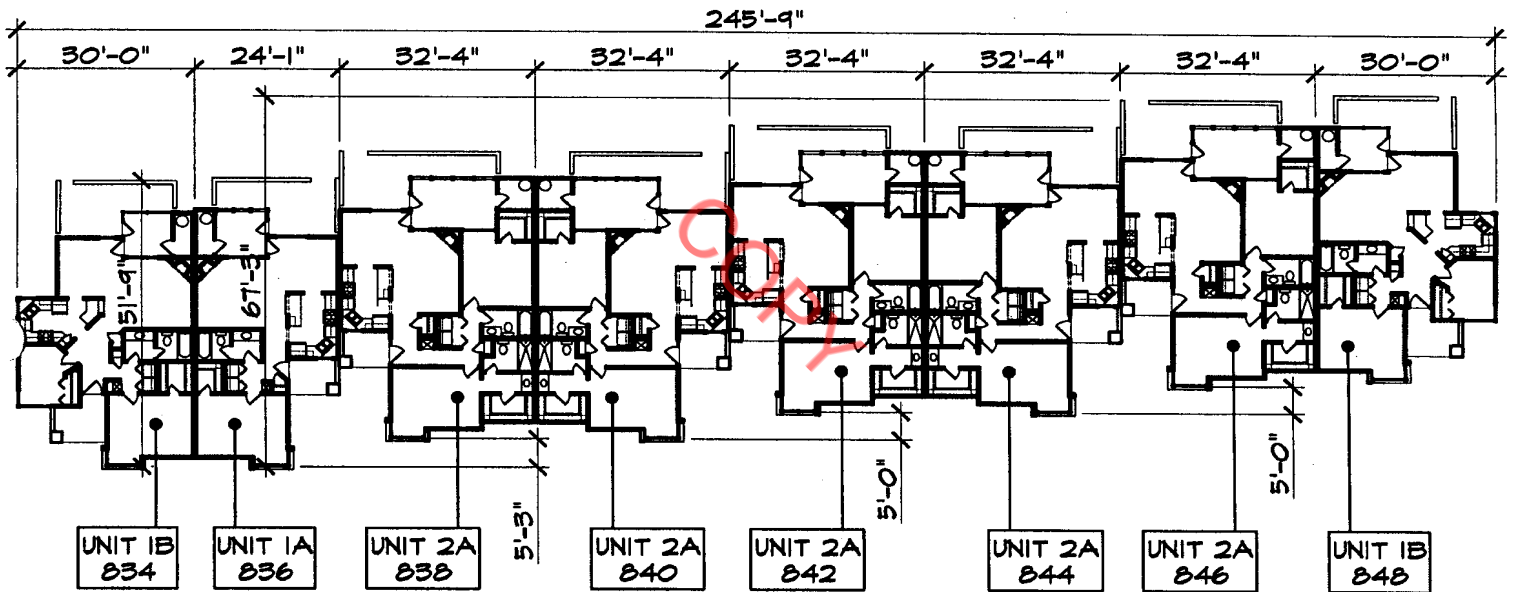
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PHASE ONE BUILDING 24 FIRST FLOOR PLAN

1
A2.4

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

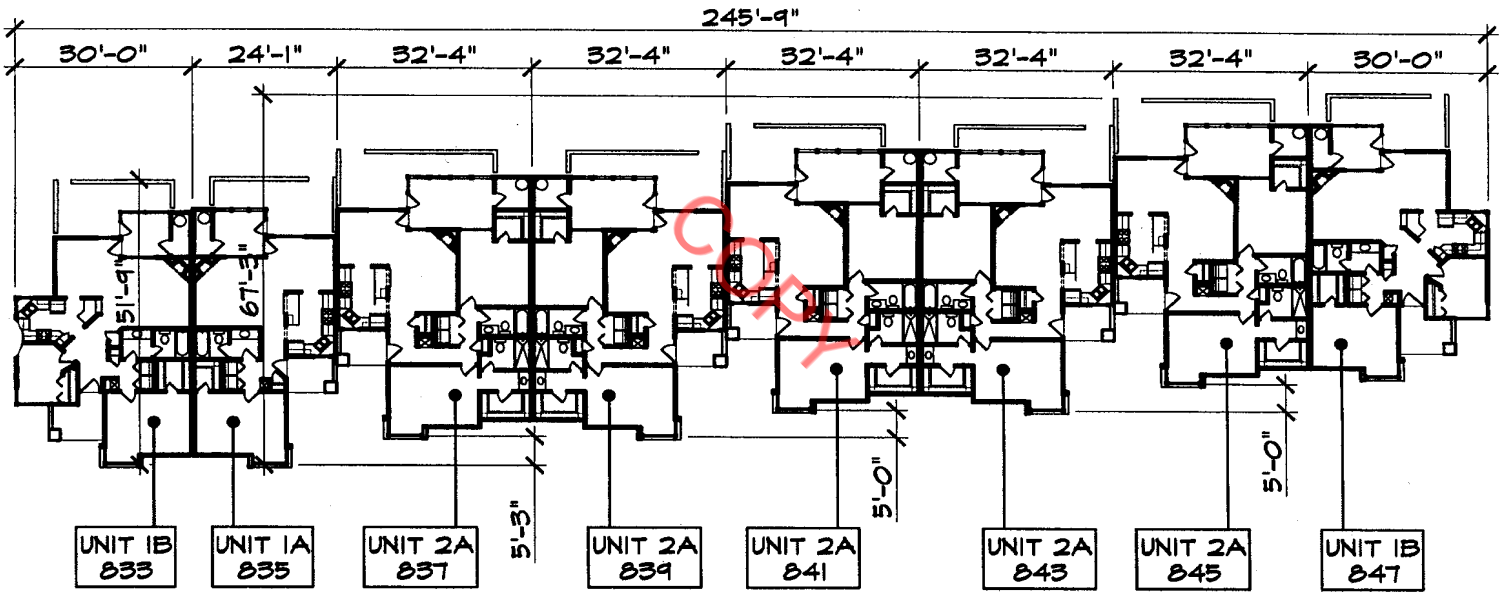
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PHASE ONE BUILDING 24 SECOND FLOOR PLN

1
A2.45

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

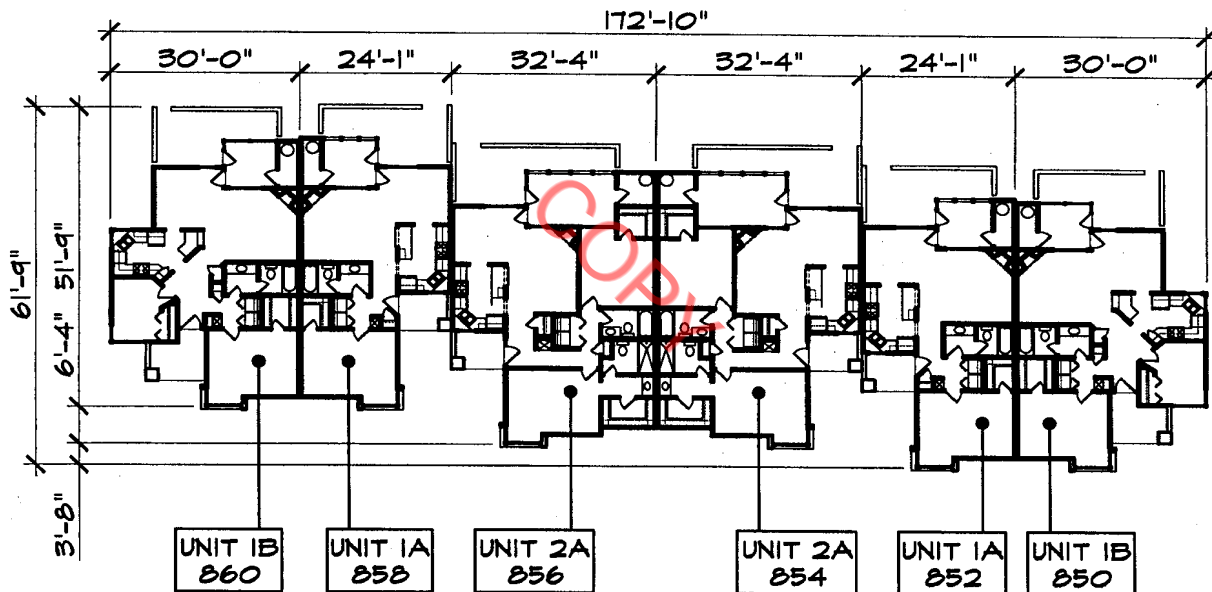
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PHASE ONE BUILDING 25 FIRST FLOOR PLAN

1
A2.46

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

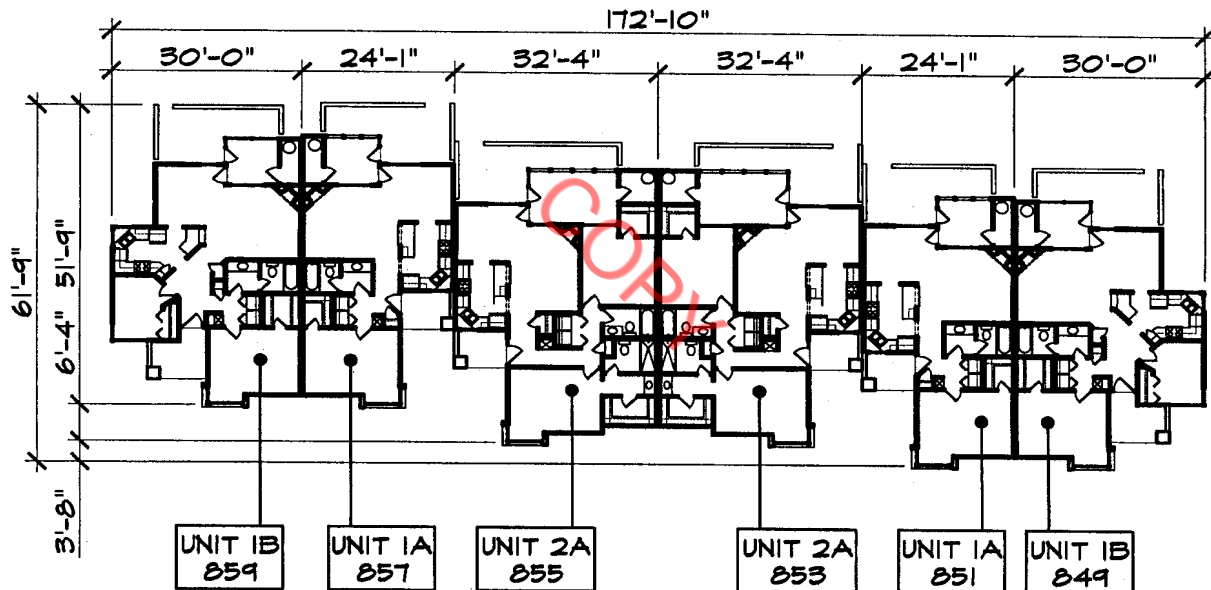
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PHASE ONE BUILDING 25 SECOND FLOOR PLN

1
A2.47

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

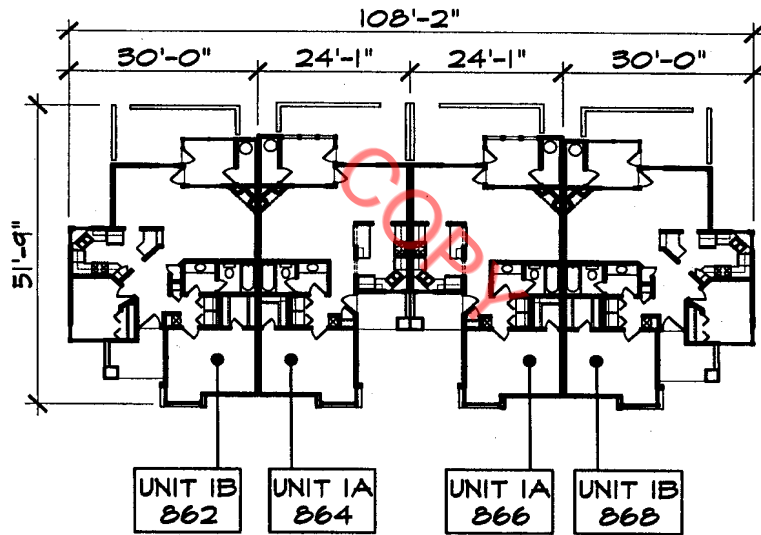
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PHASE ONE BUILDING 26 FIRST FLOOR PLAN

1
A2.48

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

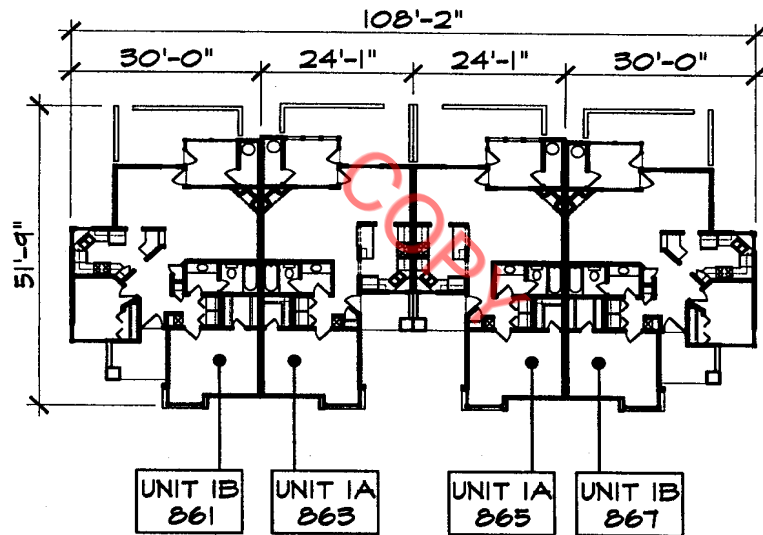
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PHASE ONE BUILDING 26 SECOND FLOOR PLN

1
2.49

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

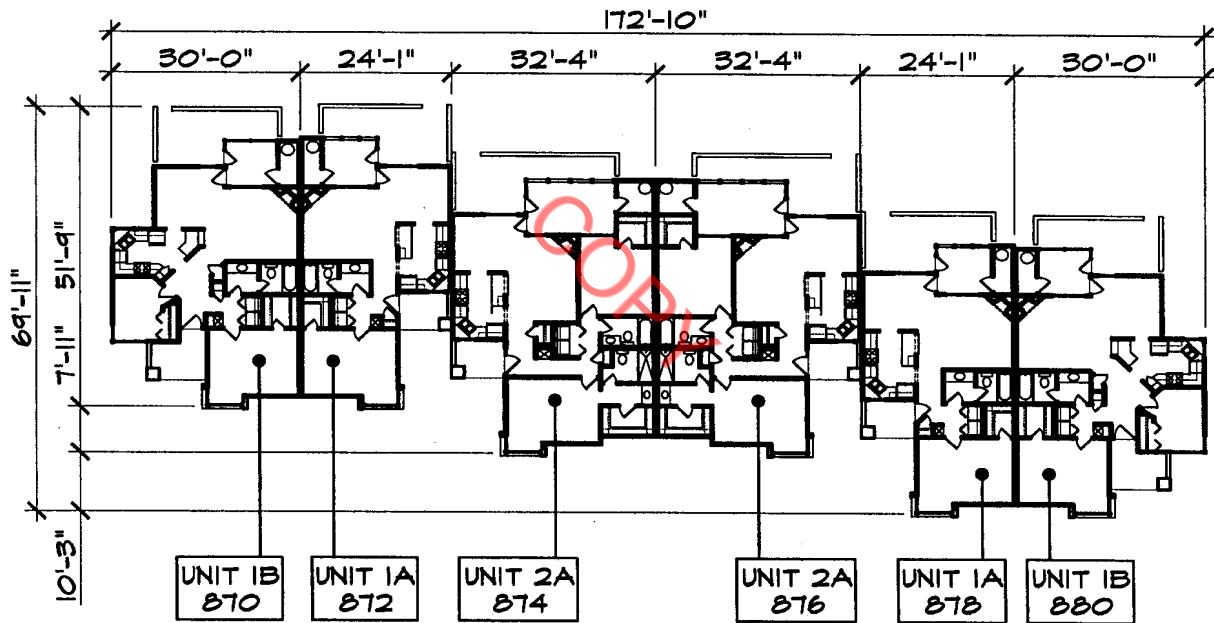
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PHASE ONE BUILDING 27 FIRST FLOOR PLAN

1
A2.50

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

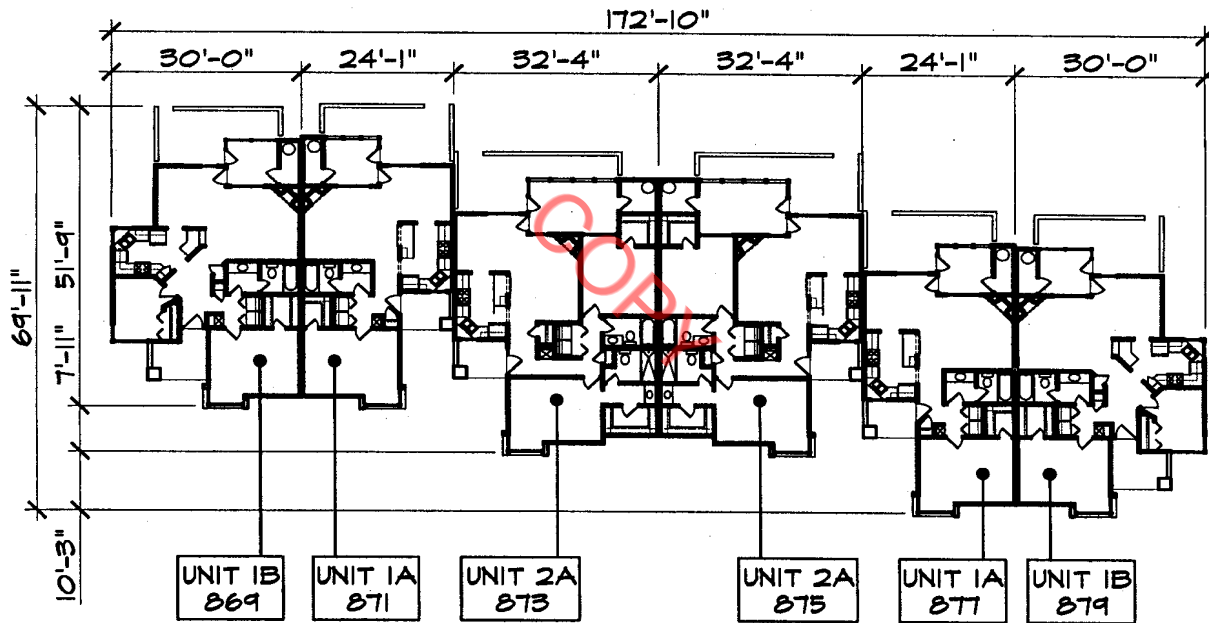
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 27 SECOND FLOOR PLN

1
A2.51

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

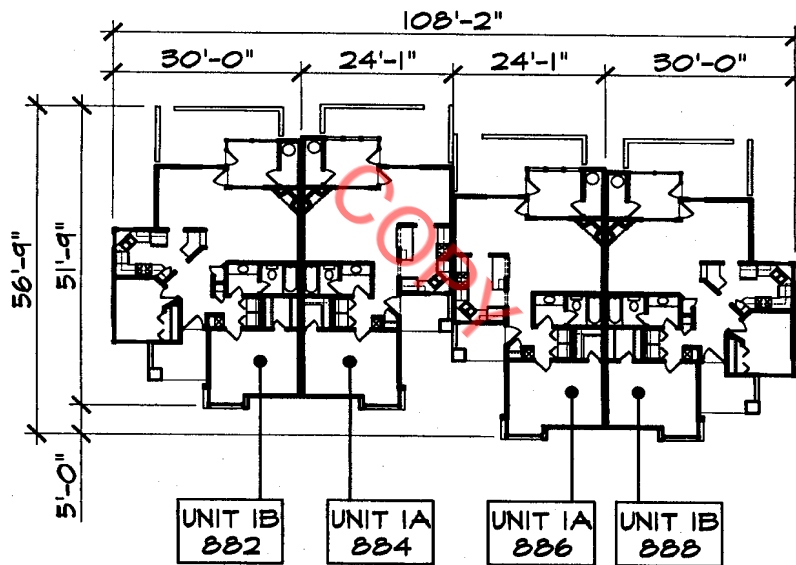
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE ONE BUILDING 28 FIRST FLOOR PLAN

1
A2.52

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

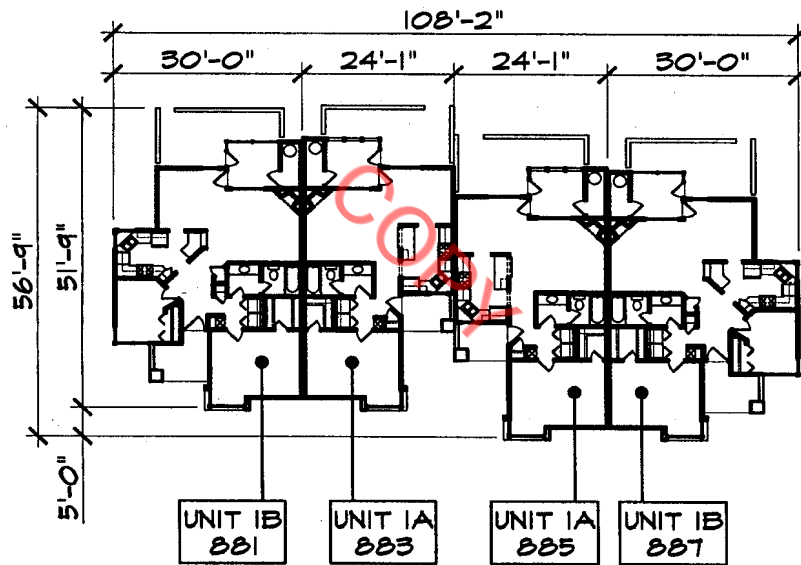
PREPARED BY:

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1575 Northside Drive NW Suite 360
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 28 SECOND FLOOR PLN

1
42.53

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

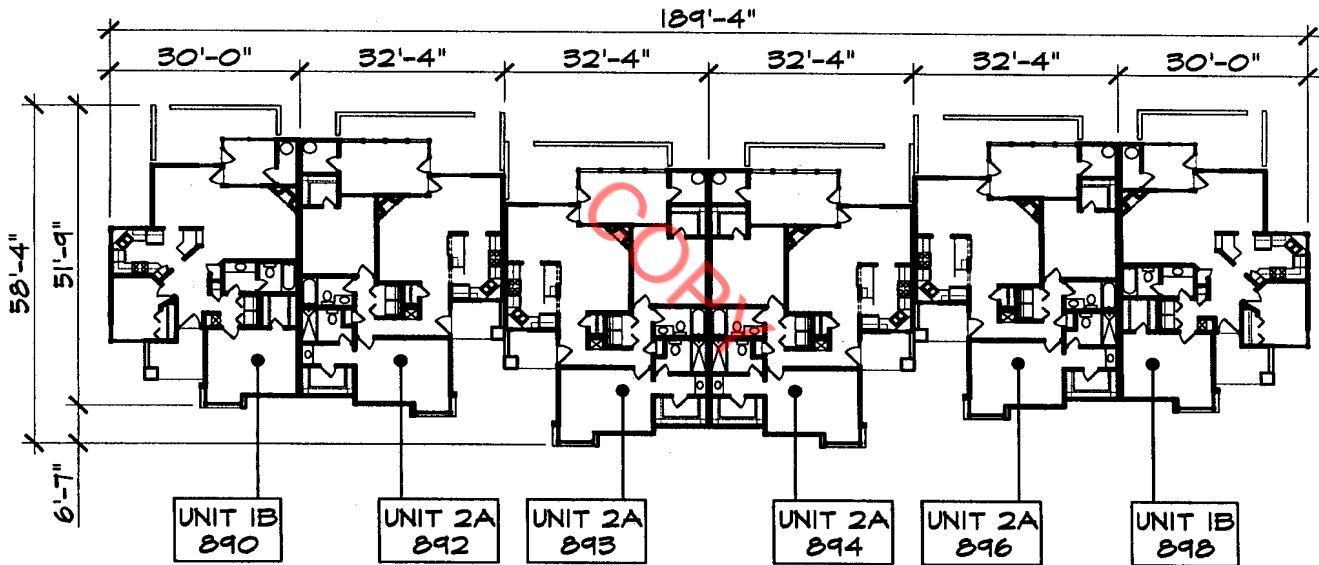
PREPARED BY:

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1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 29 FIRST FLOOR PLAN

1
A2.54

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

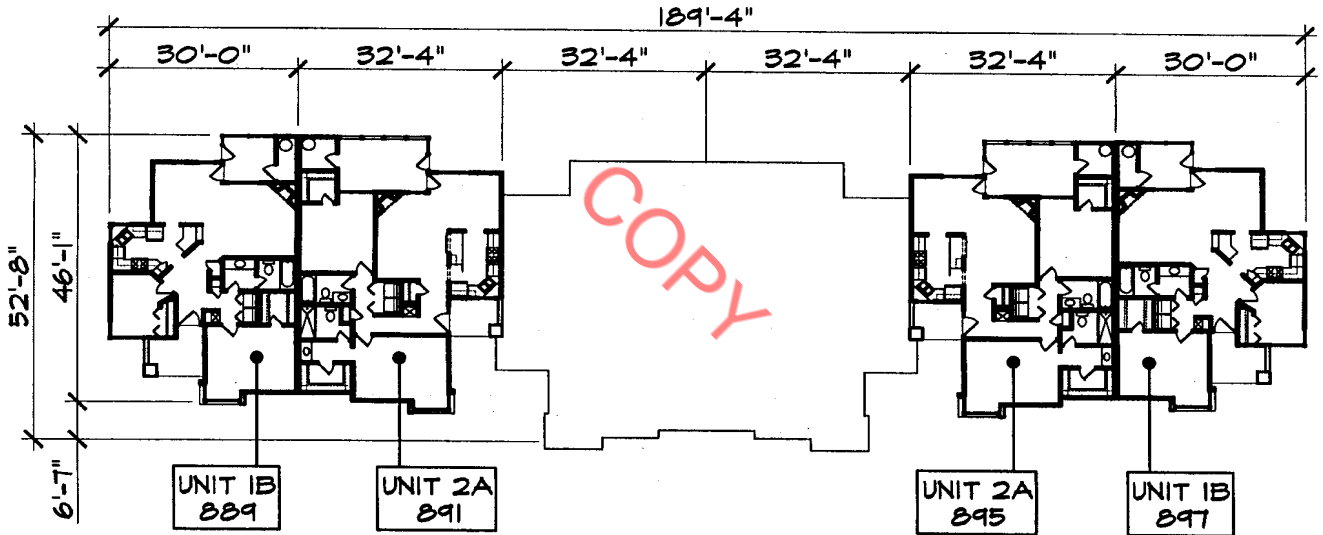
PREPARED BY:

Brown Doane Architects, Inc.
1676 Northside Drive NW Suite 360
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 29 SECOND FLOOR PLN

1
A2.55

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

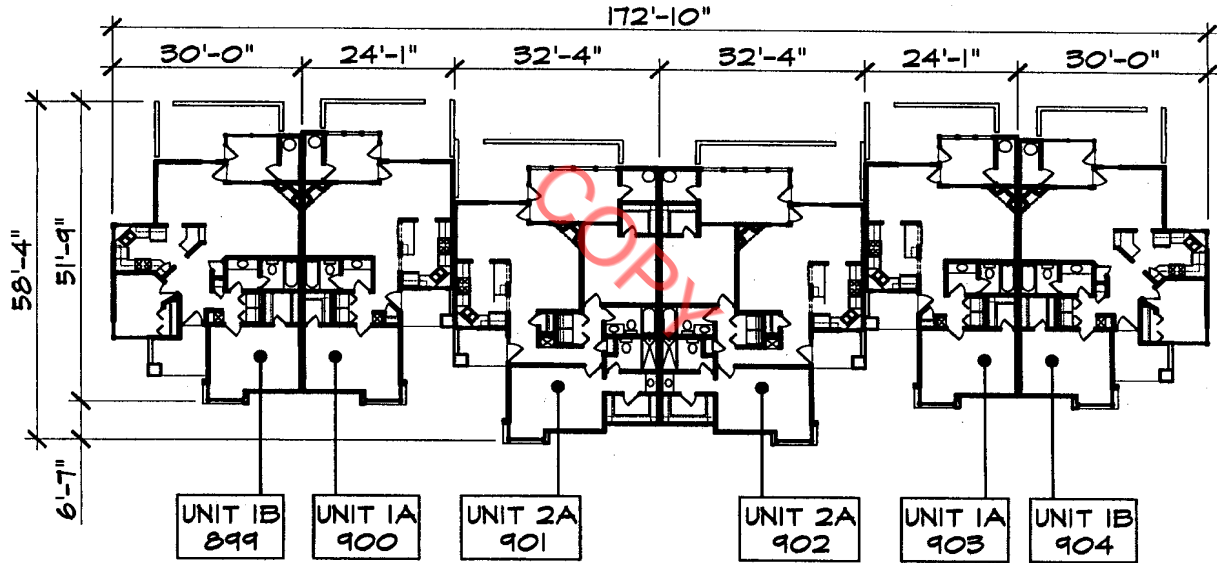
PREPARED BY:

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Atlanta, Georgia 30316
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 30 FLOOR PLAN

1
A2.56

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

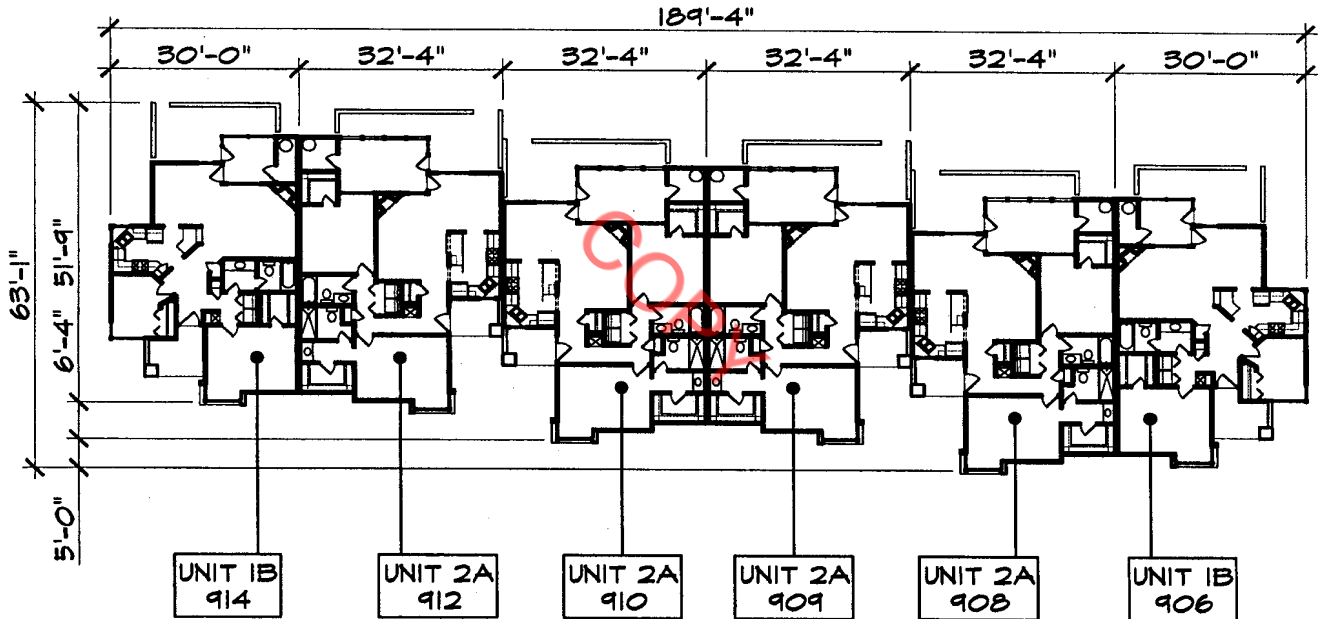
PREPARED BY:

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Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 31 FIRST FLOOR PLAN

1
2.57

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

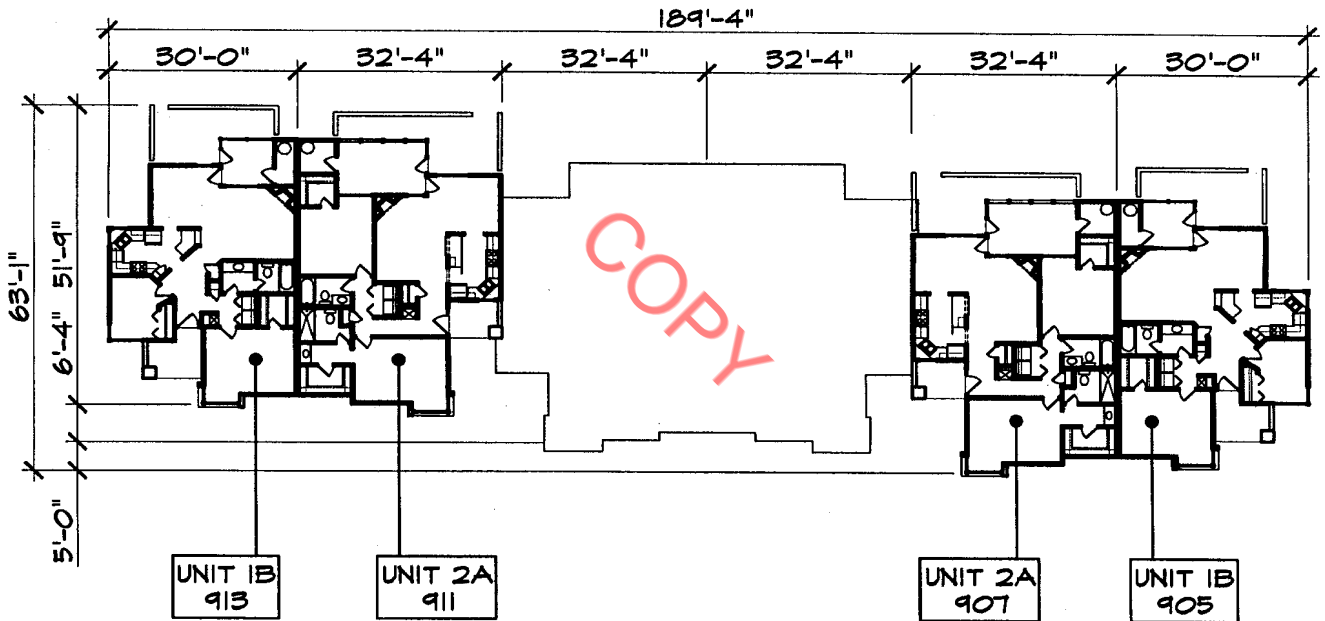
PREPARED BY:

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Atlanta, Georgia 30316
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 31 SECOND FLOOR PLN

1
A2.58

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

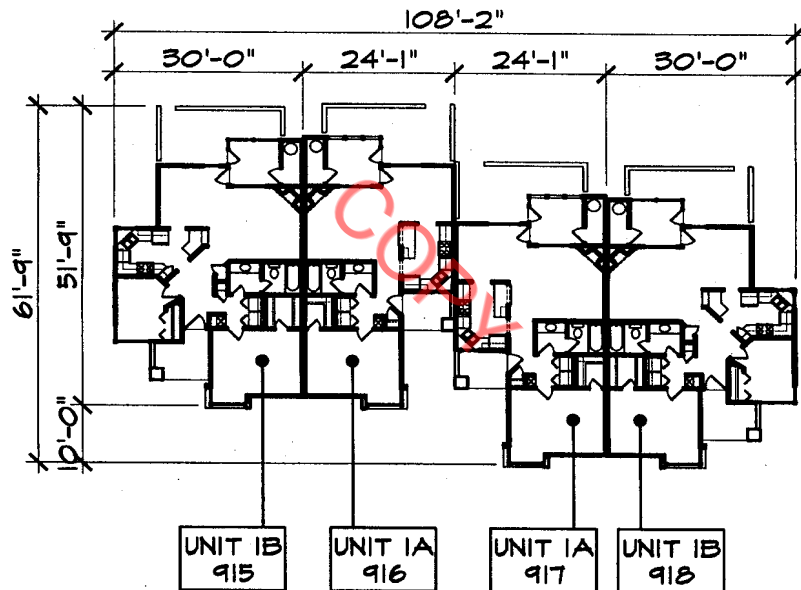
PREPARED BY:

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1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 32 FLOOR PLAN

1
A2.59

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

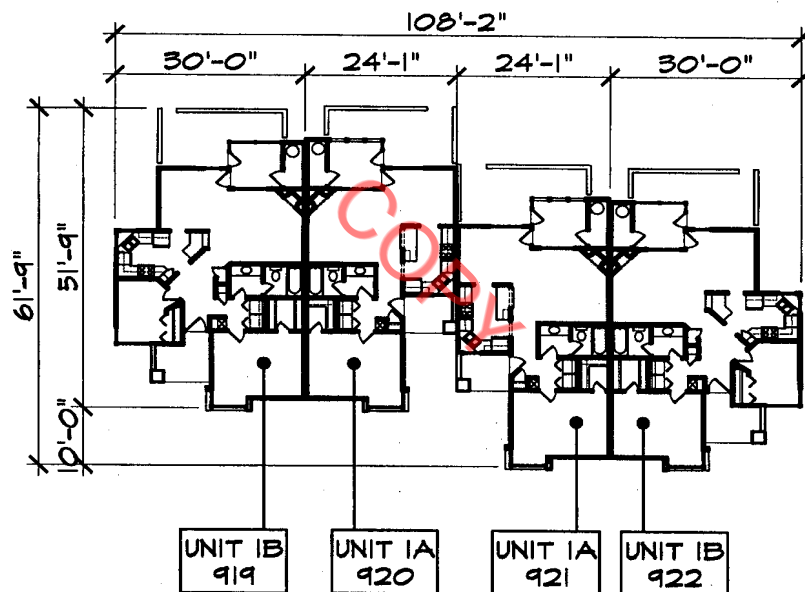
PREPARED BY:

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1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 33 FLOOR PLAN

1
A2.60

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

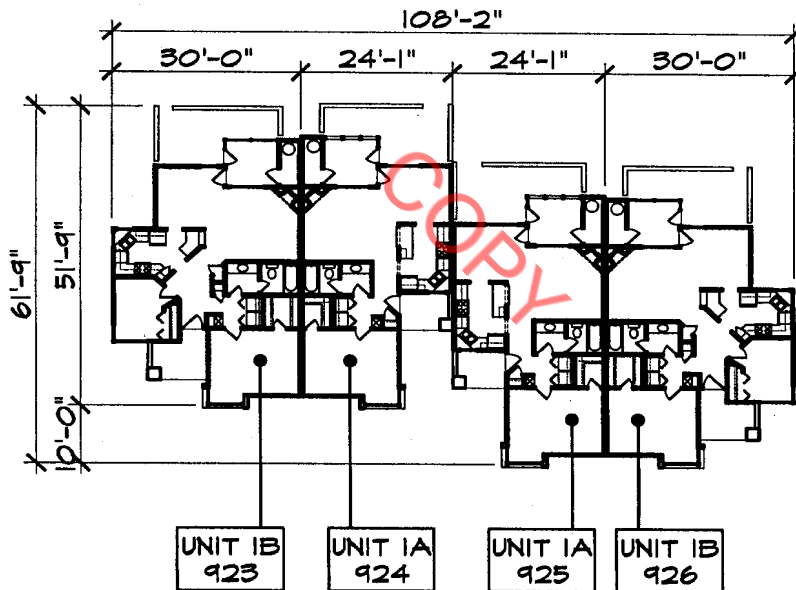
PREPARED BY:

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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 34 FLOOR PLAN

1
A2.61

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

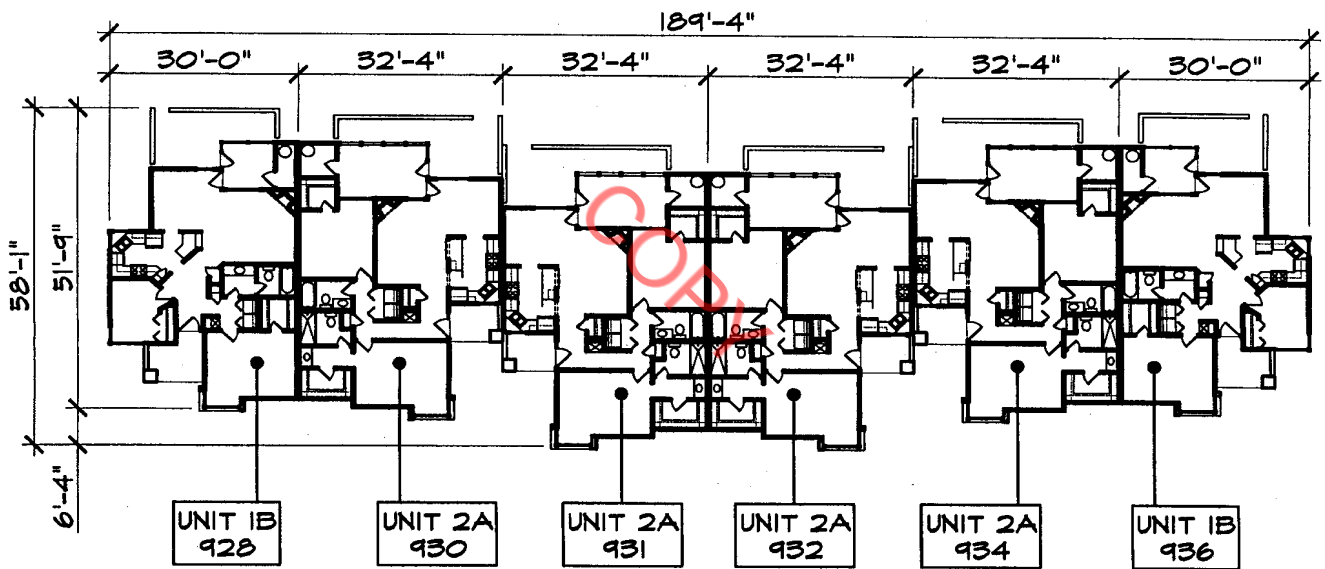
PREPARED BY:

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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 35 FIRST FLOOR PLAN

1
A2.62

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

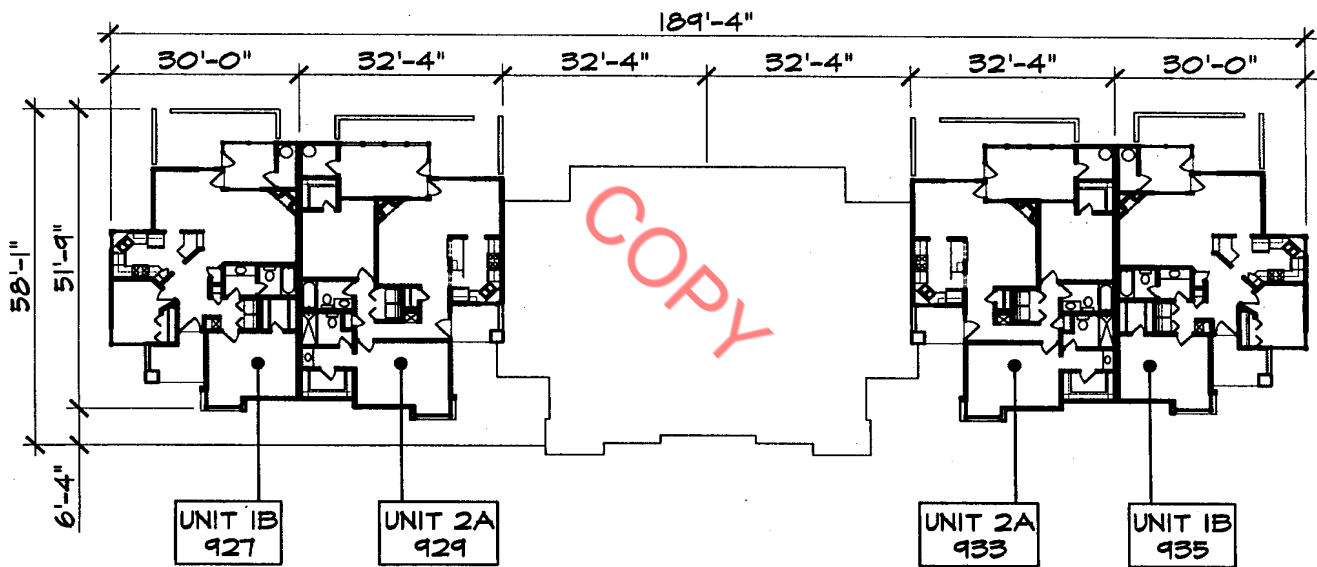
PREPARED BY:

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Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 35 SECOND FLOOR PLN

1
A2.63

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

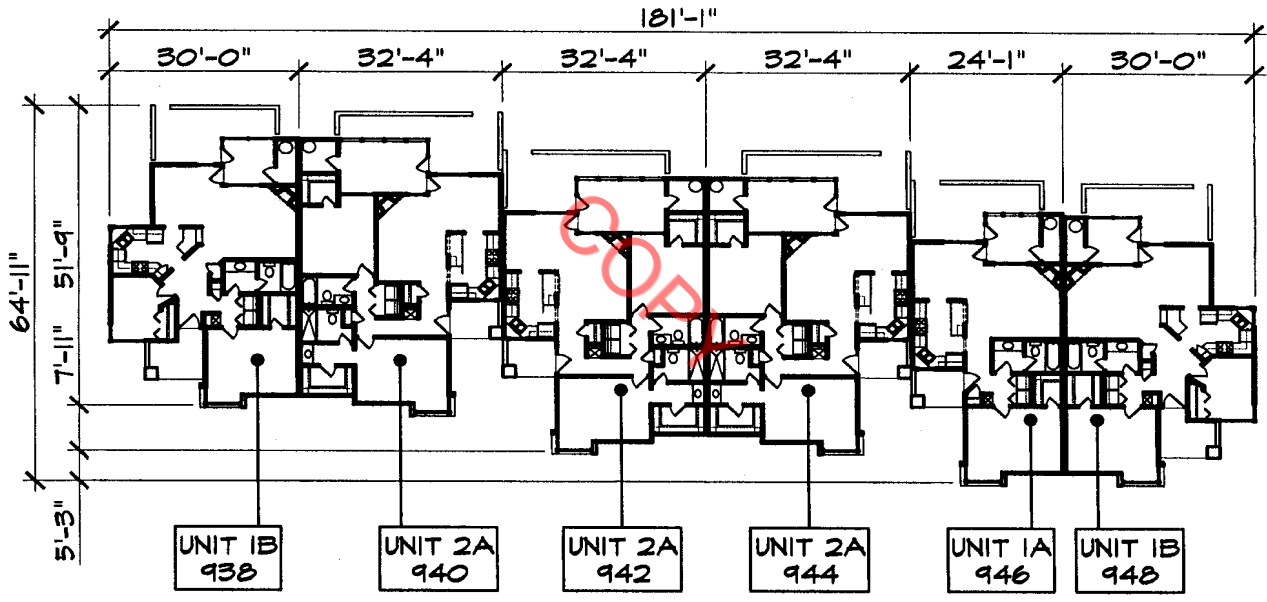
PREPARED BY:

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Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE BUILDING 36 FIRST FLOOR PLAN

1
A2.64

SCALE: 1" = 30'-0"

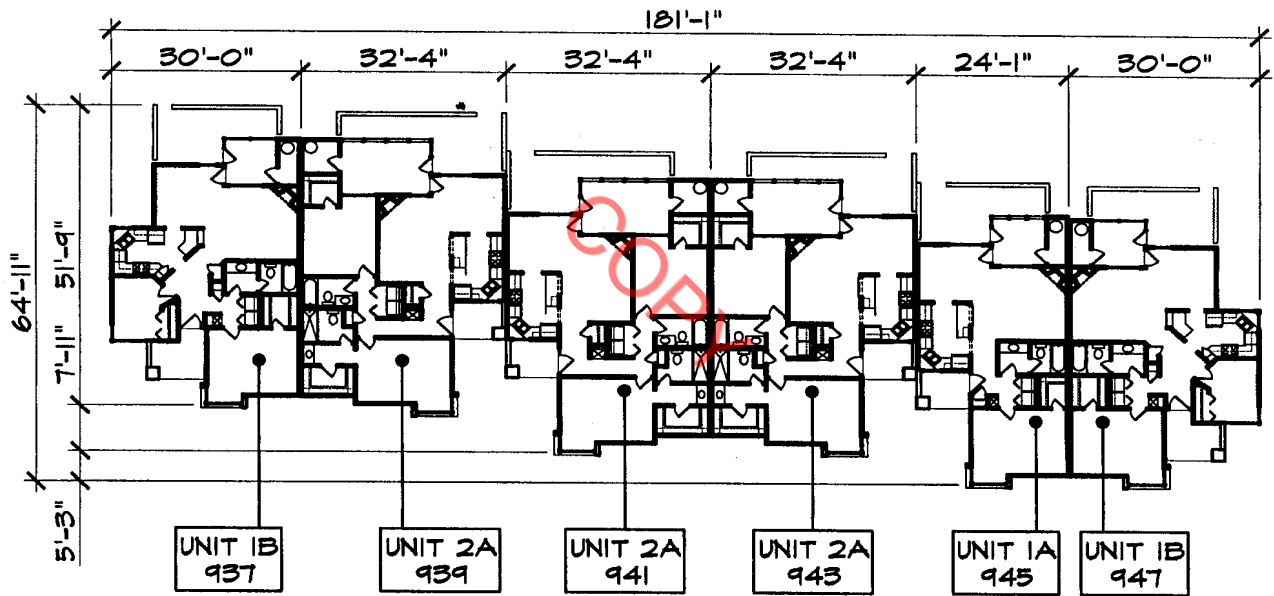
ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:
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1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

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PHASE ONE BUILDING 36 SECOND FLOOR PLN

1
12.65

SCALE: 1" = 30'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

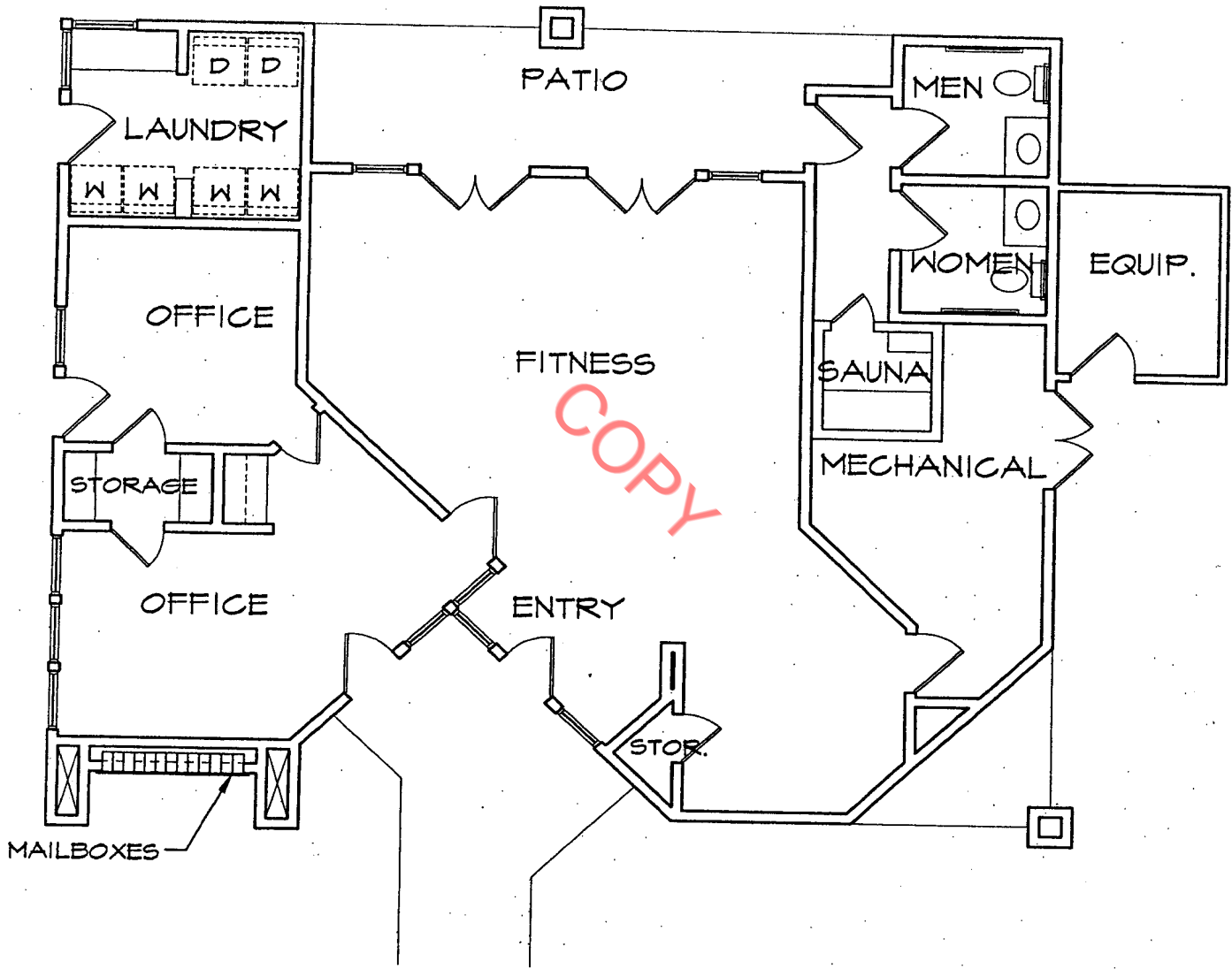
PREPARED BY:

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(404) 603-3500

EXHIBIT:

SHEET:

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PHASE ONE
FITNESS CENTER FLOOR PLAN

1
A6.1

SCALE: 1/8" = 1'-0"

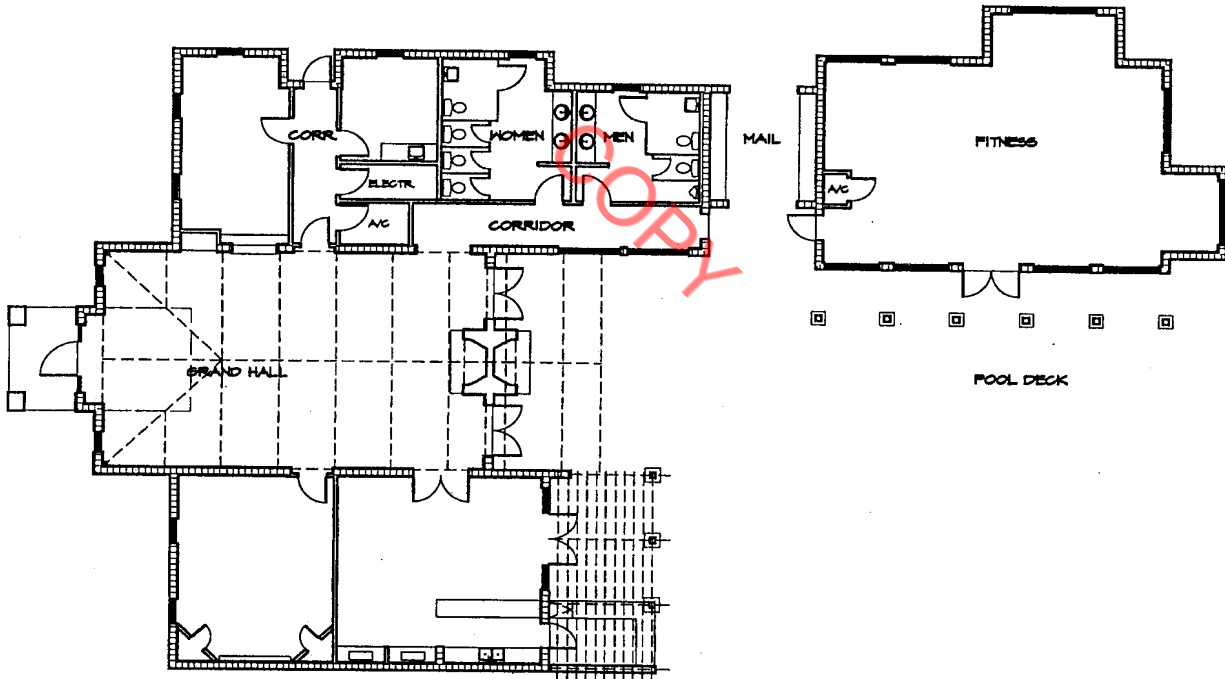
PREPARED BY:

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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE ONE CLUBHOUSE FLOOR PLAN

1
A5.1

SCALE: 1" = 20'-0"

PREPARED BY:

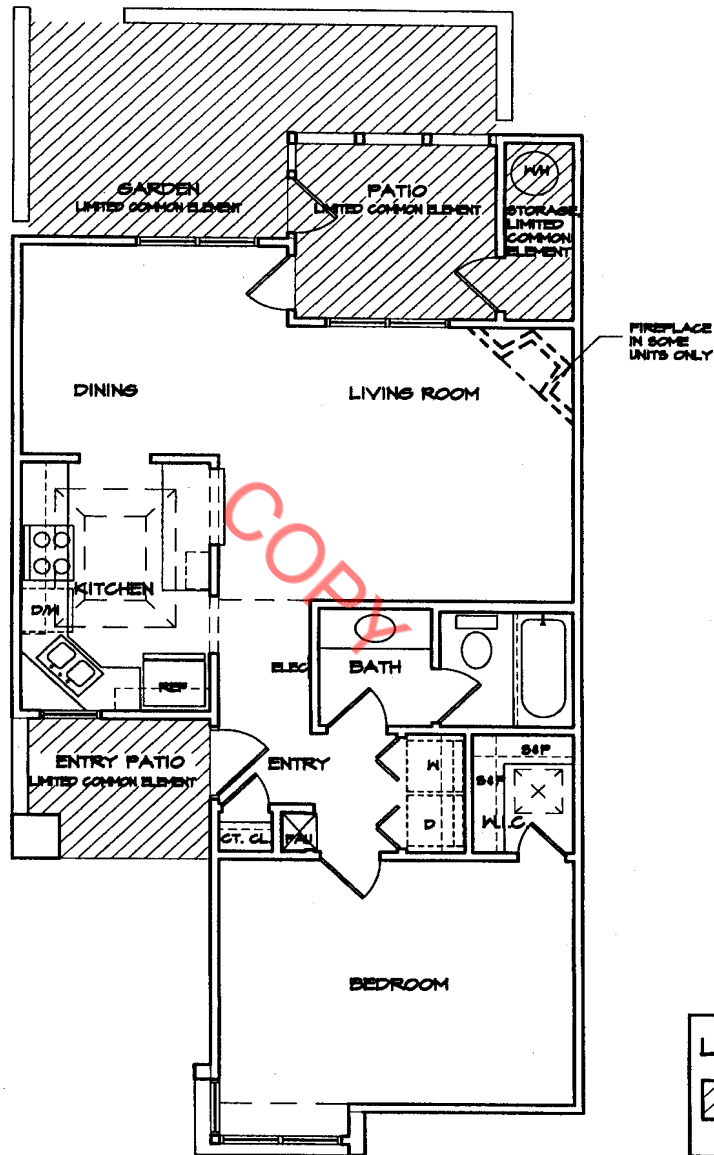
Brown Doane Architects, Inc.
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Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



LEGEND:

 LIMITED COMMON ELEMENT

PHASE ONE ONE BEDROOM "A" FLOOR PLAN

1
A4.1

SCALE: 1/8" = 1'-0"

UNITS:
 827, 828, 829, 830, 835, 836, 851, 852, 857, 858, 863,
 864, 865, 866, 871, 872, 877, 878, 883, 884, 885, 886,
 900, 903, 916, 917, 920, 921, 924, 925, 945, 946

NET SQ. FT. = 734
 GROSS SQ. FT. = 887
 PATIO SQ. FT. = 94

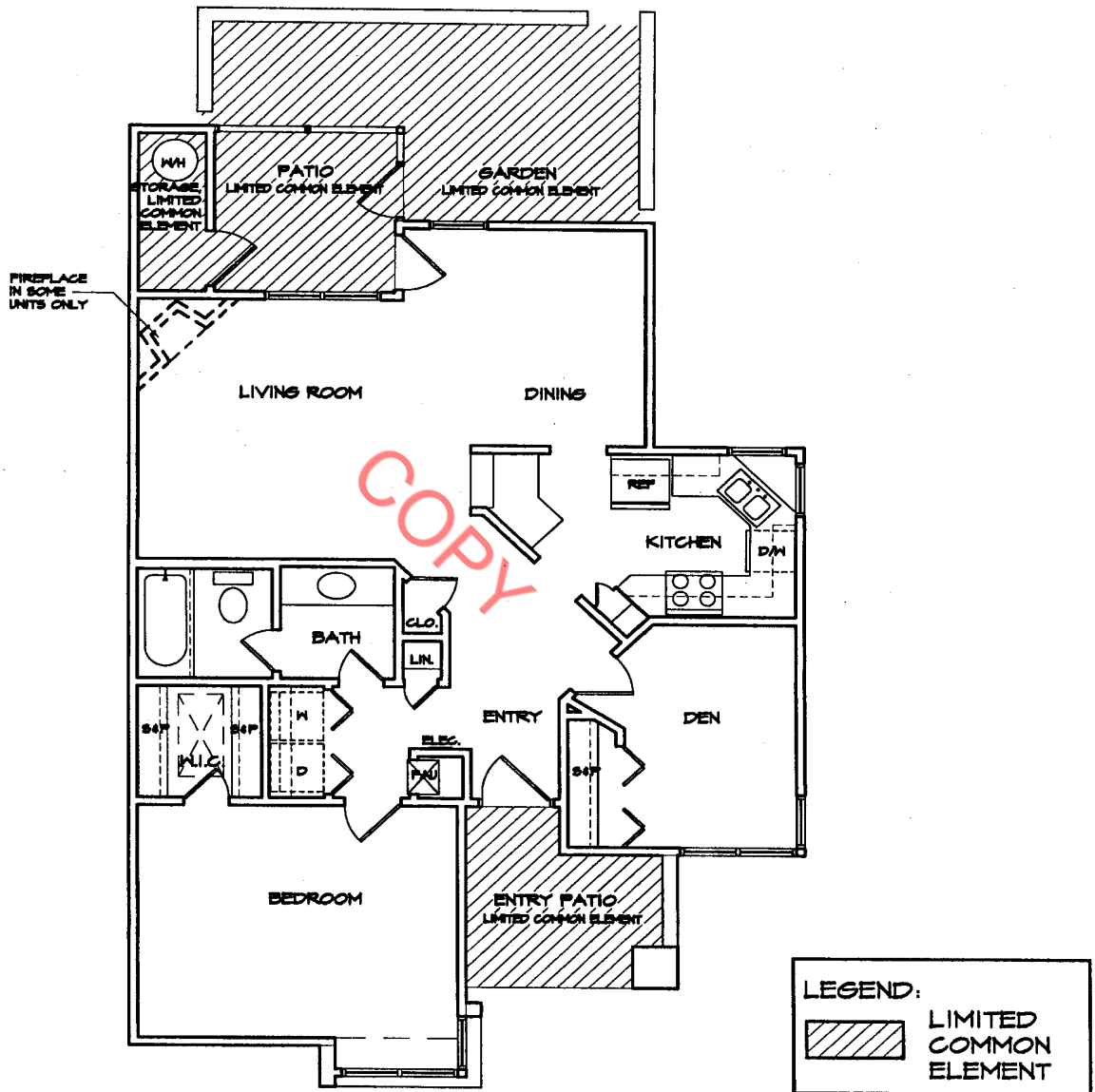
PREPARED BY:
Brown Doane Architects, Inc.
 1575 Northside Drive NW Suite 350
 Atlanta, Georgia 30318
 (404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



1
A4.3

SCALE: 1/8" = 1'-0"

UNITS:	NET SQ. FT. = 890
825, 826, 831, 832, 833, 834, 847, 848, 849, 850, 859,	GROSS SQ. FT. = 1038
860, 861, 862, 867, 868, 869, 870, 879, 880, 881, 882,	PATIO SQ. FT. = 88
887, 888, 889, 890, 897, 898, 899, 904, 905, 906, 913,	
914, 915, 918, 919, 922, 923, 926, 927, 928, 935, 936, 937,	
938, 947, 948	

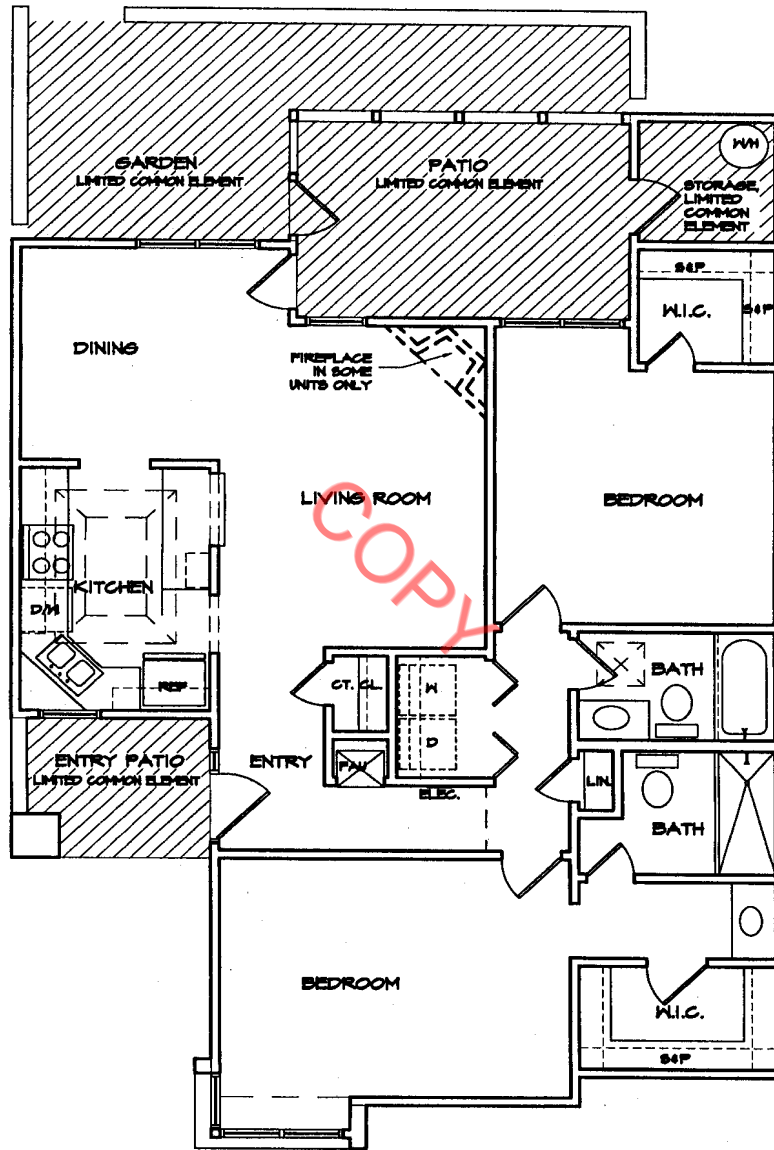
PREPARED BY:
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



LEGEND:

 LIMITED COMMON ELEMENT

PHASE ONE TWO BEDROOM "A" FLOOR PLAN

1
A4.4

SCALE: 1/8" = 1'-0"

UNITS:

837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 853,
854, 855, 856, 873, 874, 875, 876, 891, 892, 893, 894,
895, 896, 901, 902, 907, 908, 909, 910, 911, 912, 929,
930, 931, 932, 933, 934, 939, 940, 941, 942, 943, 944

NET SQ. FT. = 1033
GROSS SQ. FT. = 1264
PATIO SQ. FT. = 160

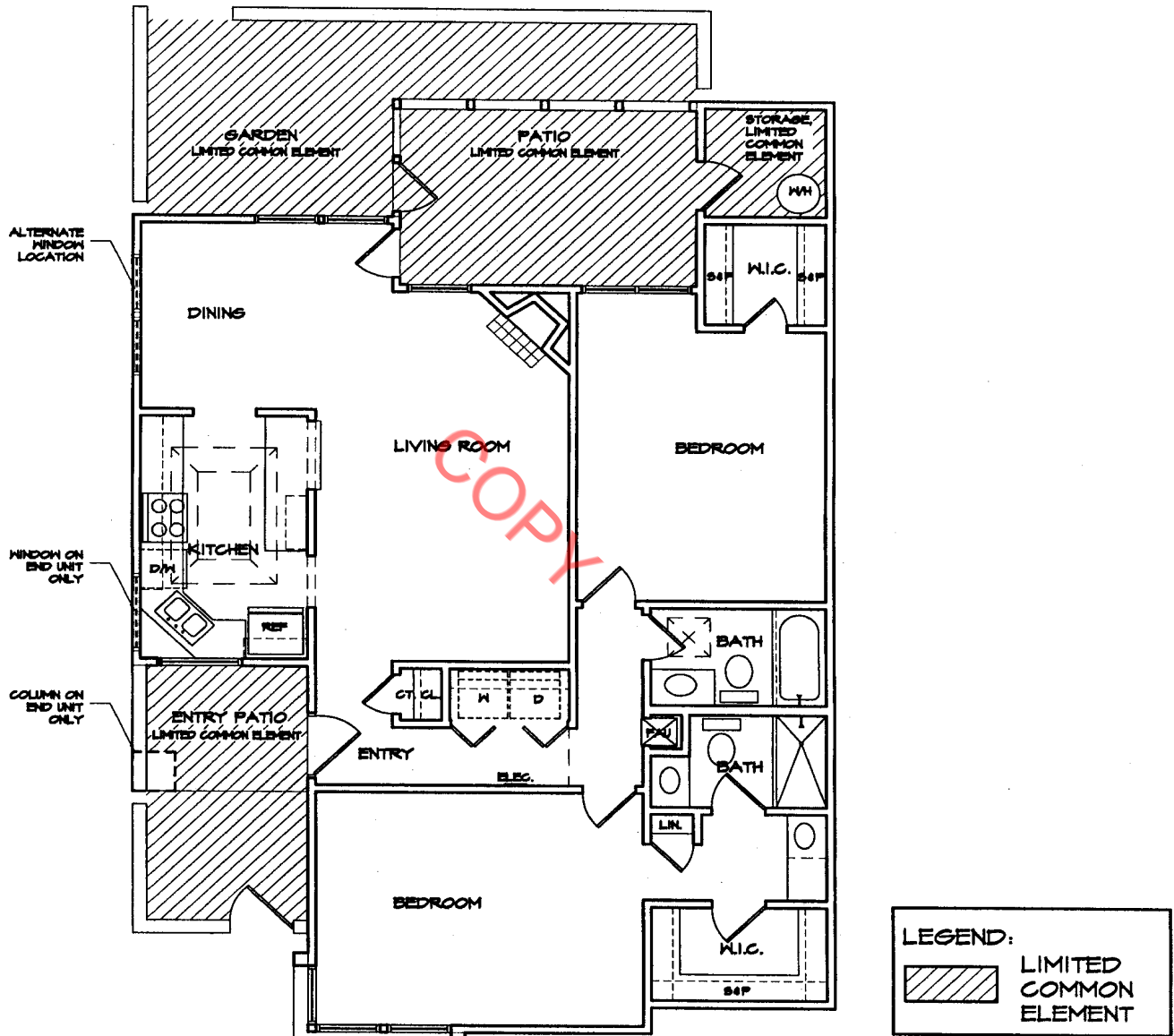
PREPARED BY:
Brown Doane Architects, Inc.
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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE ONE
TWO BEDROOM "V" FLOOR PLAN

1
 A4.5

SCALE: 1/8" = 1'-0"

<p>UNITS: 701, 703, 726, 728, 729, 731, 737, 738, 739, 740, 746, 748, 749, 750, 751, 752, 754, 756, 761, 762, 763, 764, 765, 767, 773, 774, 775, 776, 778, 779, 780, 781, 795, 797, 798, 799, 800, 801, 810, 812, 819, 821</p>	<p>NET SQ. FT. = 1113 GROSS SQ. FT. = 1344 PATIO SQ. FT. = 160</p>
---	--

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 1575 Northside Drive NW Suite 350
 Atlanta, Georgia 30318
 (404) 603-3500

EXHIBIT:

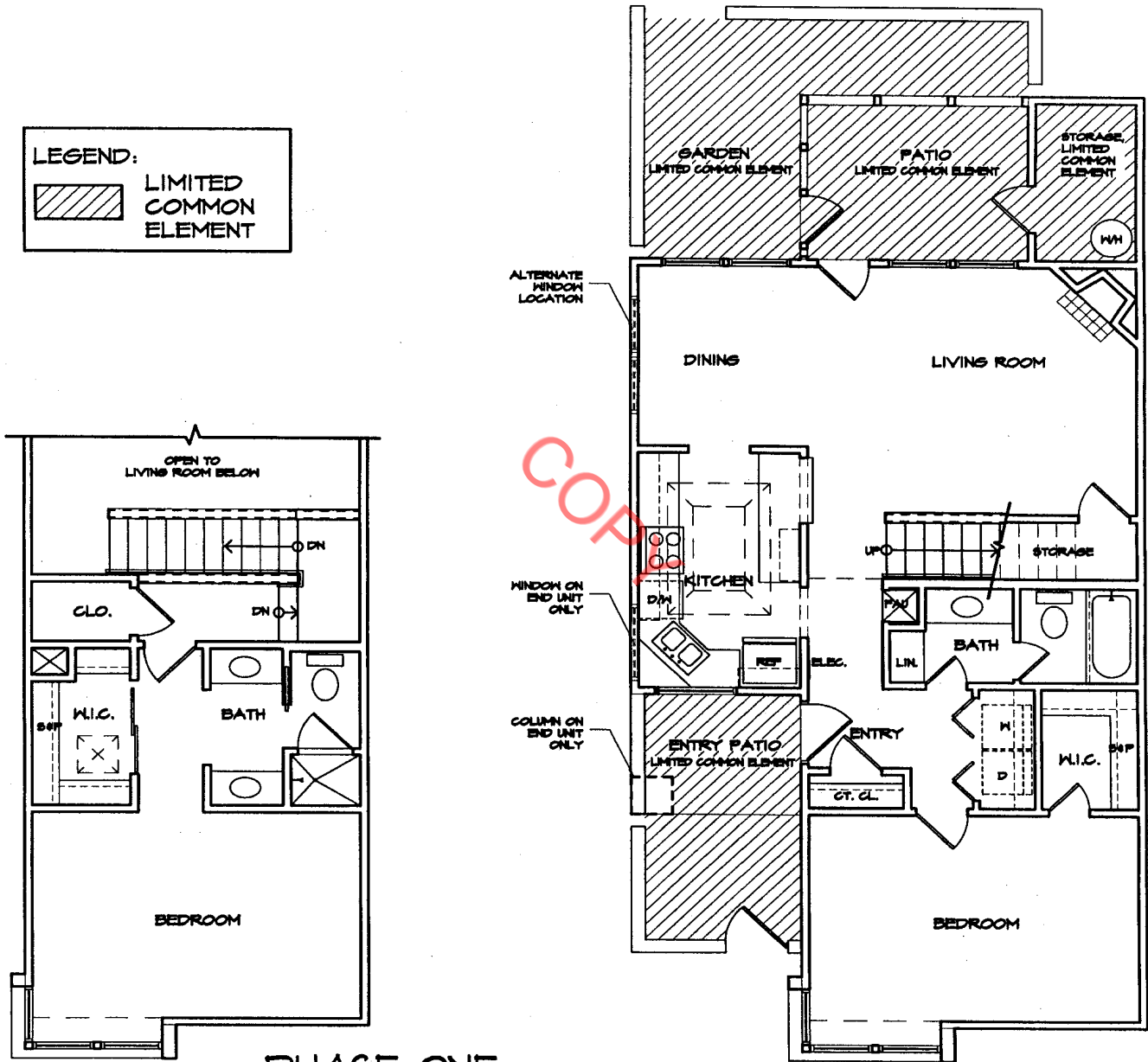
SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida

LEGEND:

 LIMITED COMMON ELEMENT



PHASE ONE
TWO BEDROOM "T" FLOOR PLAN

1
A4.6

SCALE: 1/8" = 1'-0"

UNITS:
706, 708, 713, 715, 722, 724, 725, 727, 730, 732, 757, 759,
769, 770, 771, 772, 783, 785, 787, 789, 790, 792, 802,
804, 807, 809, 814, 816, 822, 823

NET SQ. FT. = 1215
GROSS SQ. FT. = 1439
PATIO SQ. FT. = 132

PREPARED BY:
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(404) 603-3500

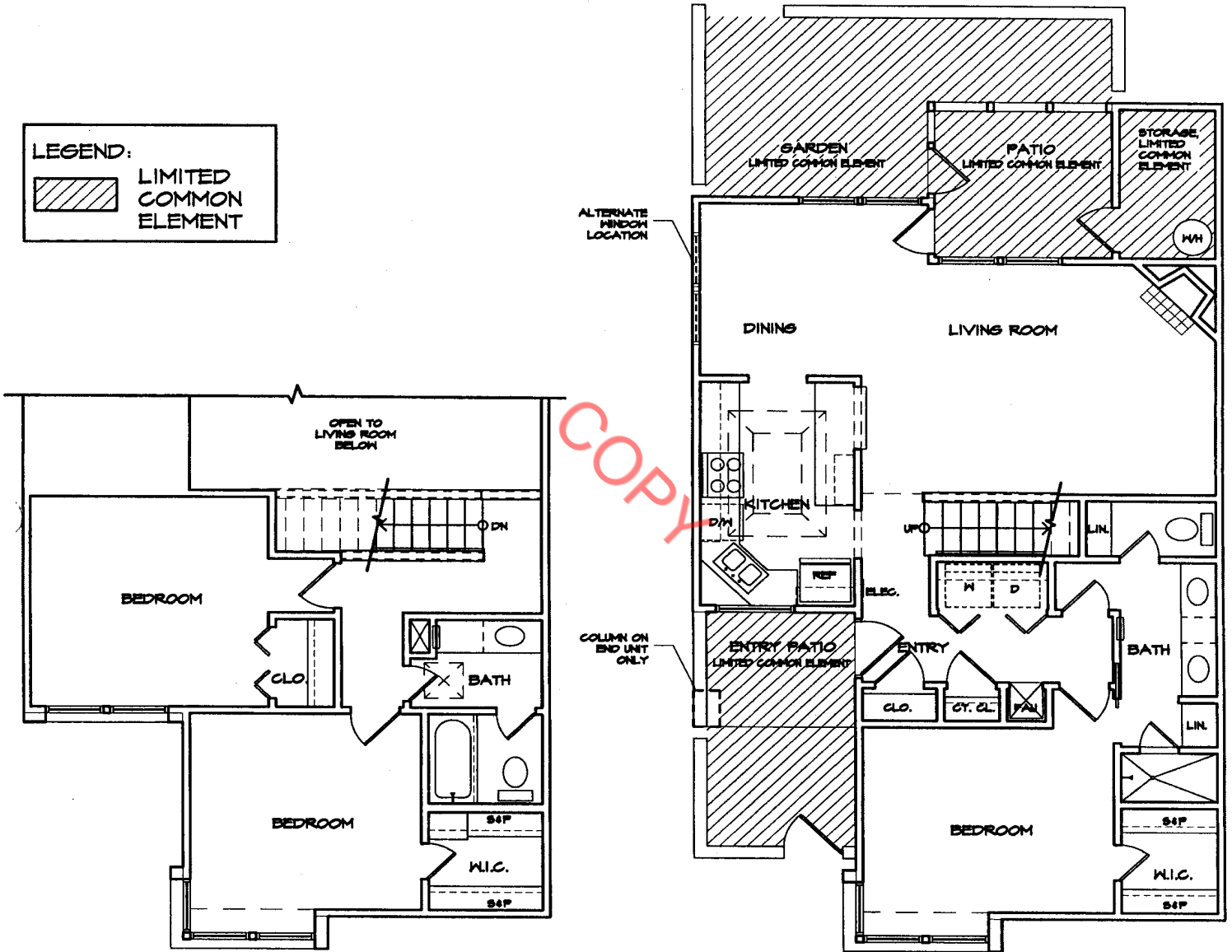
EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida

LEGEND:
 LIMITED COMMON ELEMENT



PHASE ONE THREE BEDROOM "T" FLOOR PLAN

1
 A4.7

SCALE: 1/8" = 1'-0"

UNITS:
 705, 707, 733, 734, 735, 736, 742, 744, 758, 760, 803,
 805

NET SQ. FT. = 1330
 GROSS SQ. FT. = 1543
 PATIO SQ. FT. = 117

PREPARED BY:

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 1575 Northside Drive NW Suite 350
 Atlanta, Georgia 30318
 (404) 603-3500

EXHIBIT:

SHEET:

EXHIBIT "2-1"
TO
DECLARATION OF SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM

PHASE II LAND
(PLOT PLAN, SURVEY, FLOOR
PLANS AND UNIT PLANS)

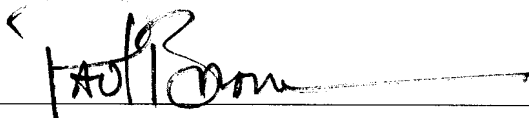
COPY

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida

CERTIFICATION

The undersigned architect or engineer, being authorized to practice in the State of Florida, hereby certifies that, in accordance with the provisions of Section 718.104(4)(e), Florida Statutes, the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium for Summer House in Old Ponte Vedra Condominium, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 18 day of March A.D., 2005



Brown Doane Architects, Inc.
Paul B. Brown
Registered Architect Certificate No. AR0017341
State of Florida

PREPARED BY:




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(404) 603-3500

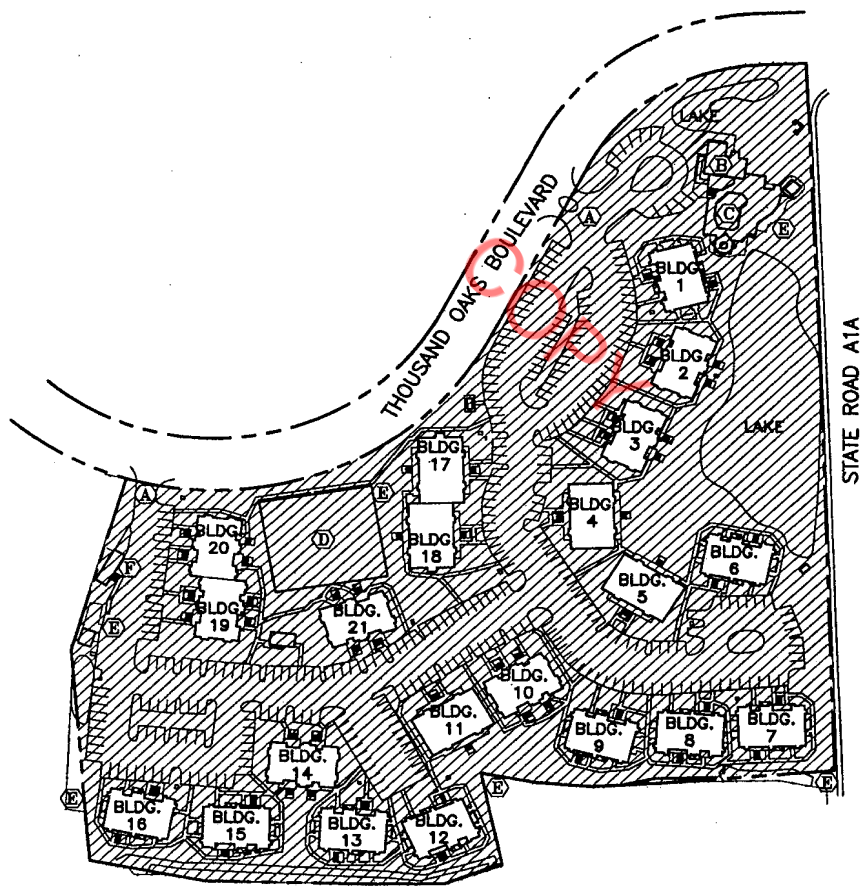
EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida

LEGEND	
	DENOTES COMMON ELEMENTS
	DENOTES LIMITED COMMON ELEMENTS
ACCESSORY BUILDING LEGEND: 	
A.	ENTRY
B.	NON-RESIDENTIAL UNIT
C.	POOL
D.	TENNIS COURTS
E.	FENCE
F.	DUMPSTER



PHASE TWO PLOT PLAN

1
A1.4

SCALE: 1" = 200'-0"

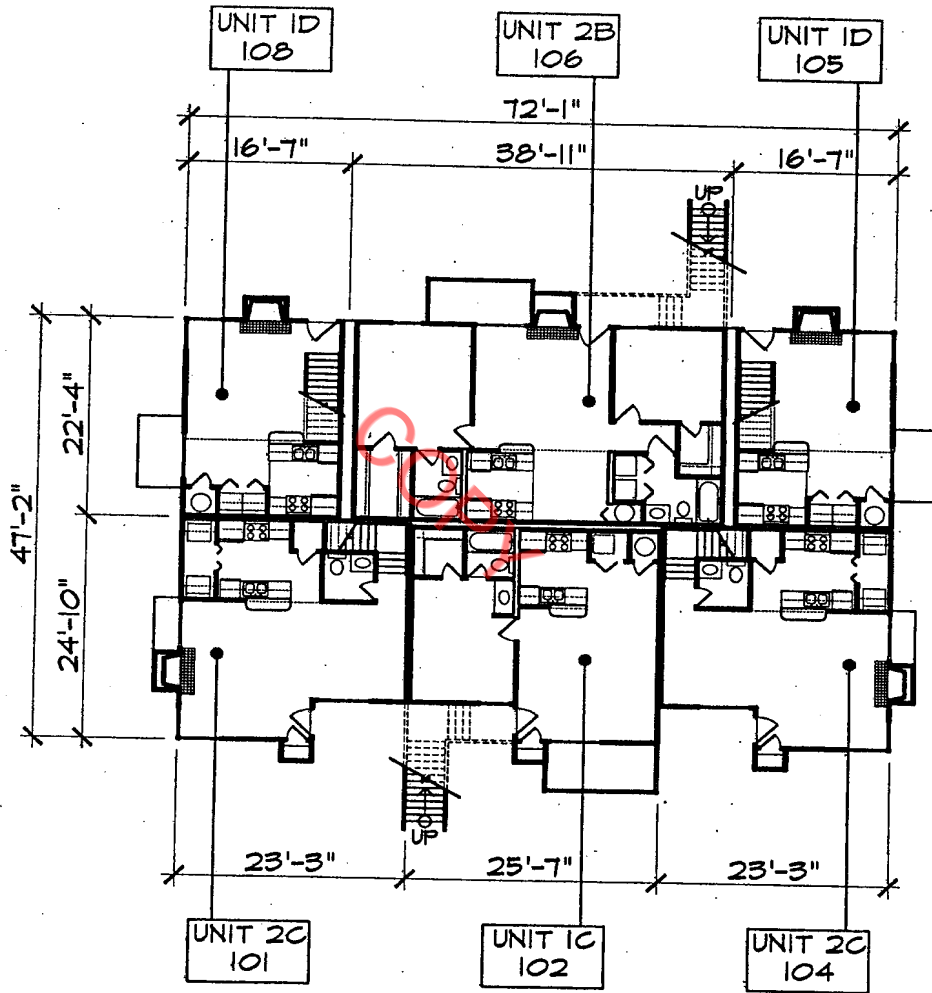


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 Atlanta, Georgia 30318
 (404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING ONE FIRST FLOOR PLAN

1
A2.69

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

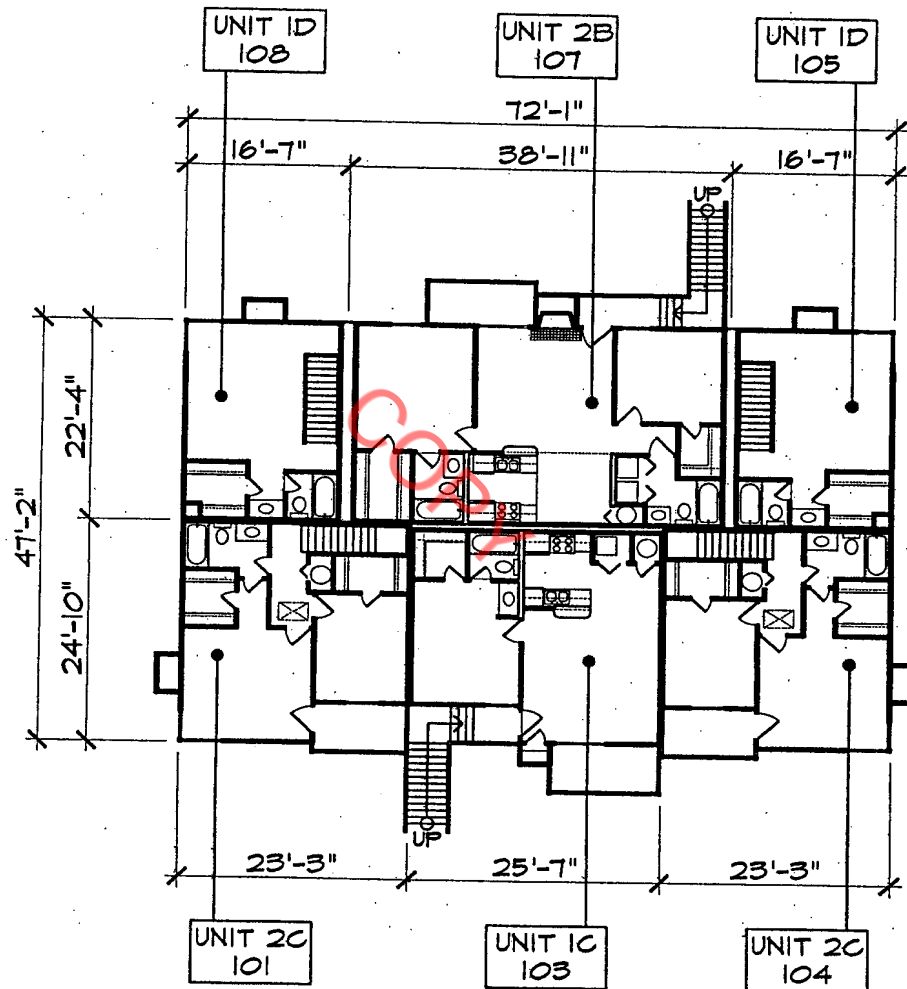
Brown Doane Architects, Inc.
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Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING ONE SECOND FLR PLAN

1
A2.67

SCALE: 1" = 20'-0"

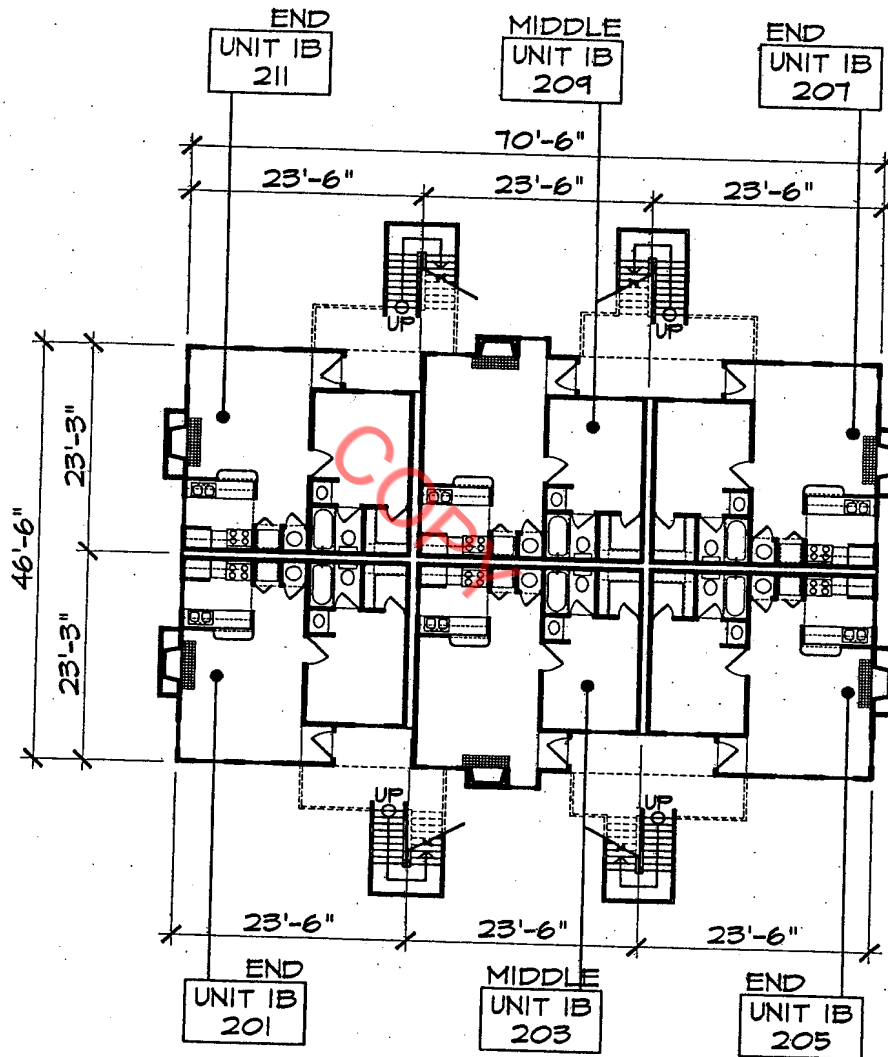
ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

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1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO
BUILDING TWO FIRST FLOOR PLAN

1
A2.68

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

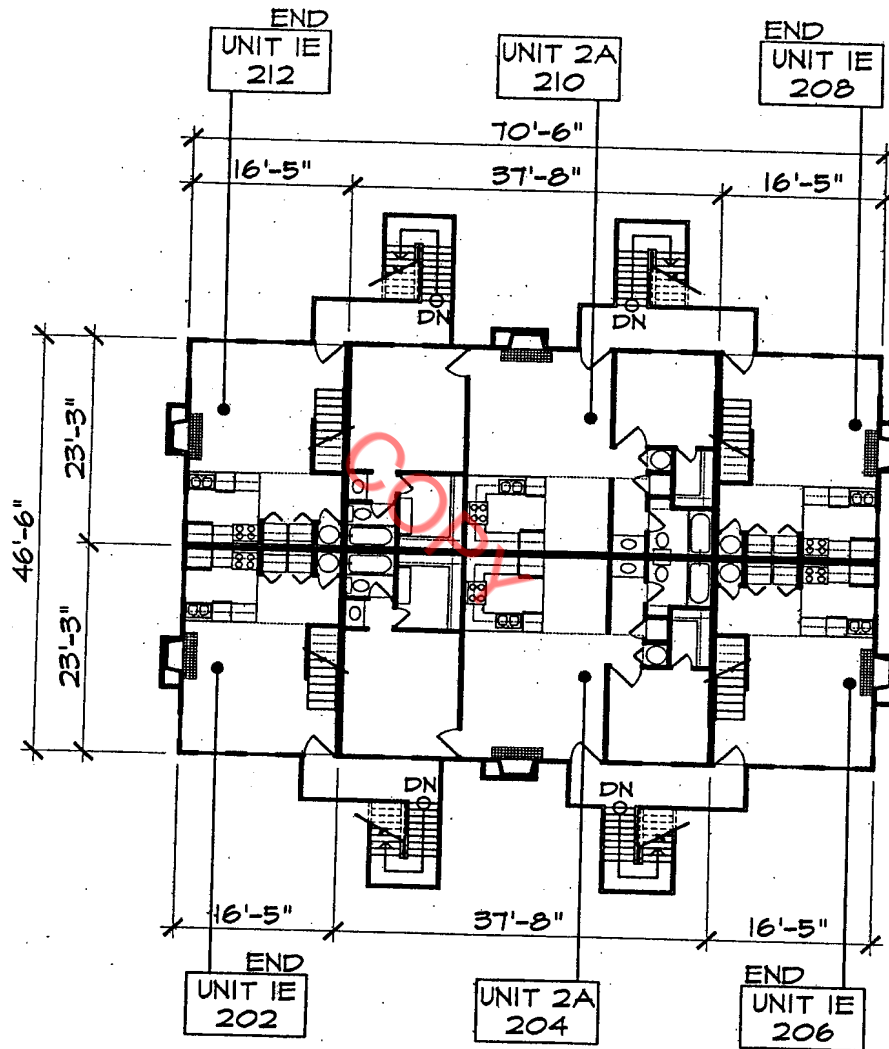
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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING TWO SECOND FLR PLAN

1
A2.69

SCALE: 1" = 20'-0"

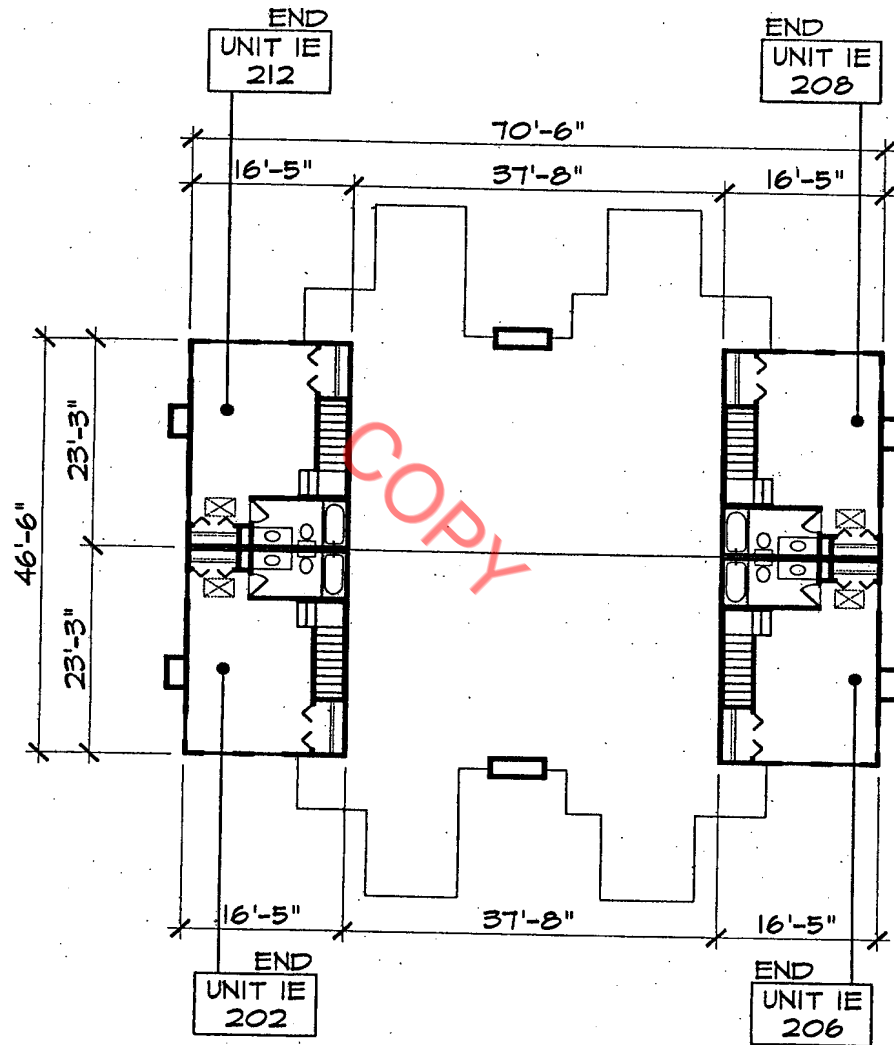
ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL.

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(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO
BUILDING TWO THIRD FLOOR PLAN

1
A2.70

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

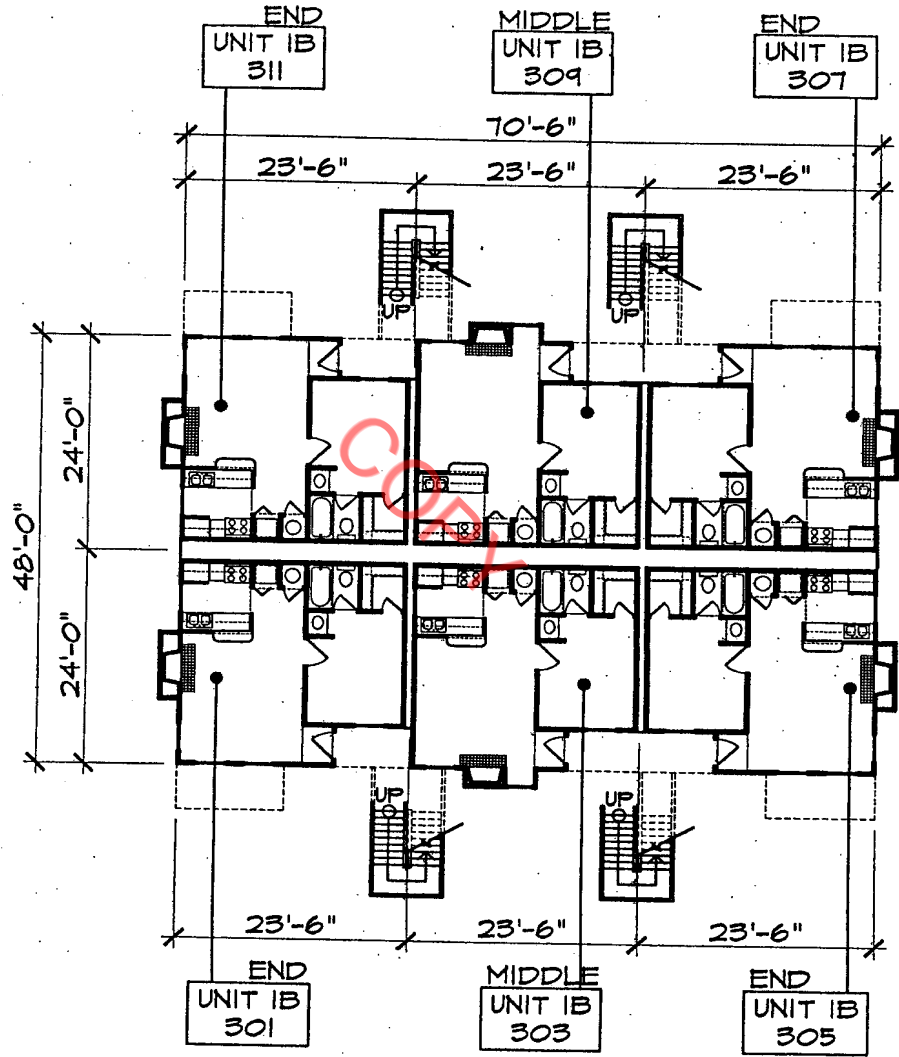
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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO
BUILDING THREE FIRST FLR PLAN

1
A2.71

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

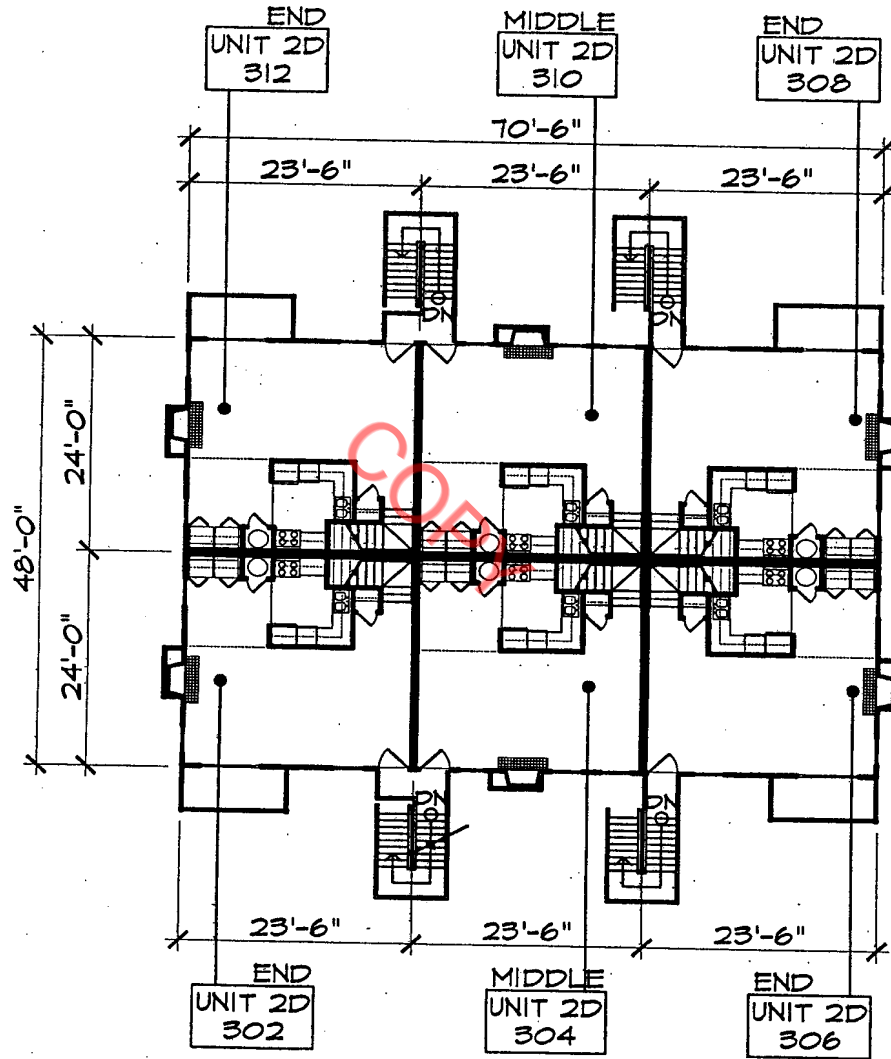
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1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO
BUILDING THREE SECOND FLR PLN

1
A2.72

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

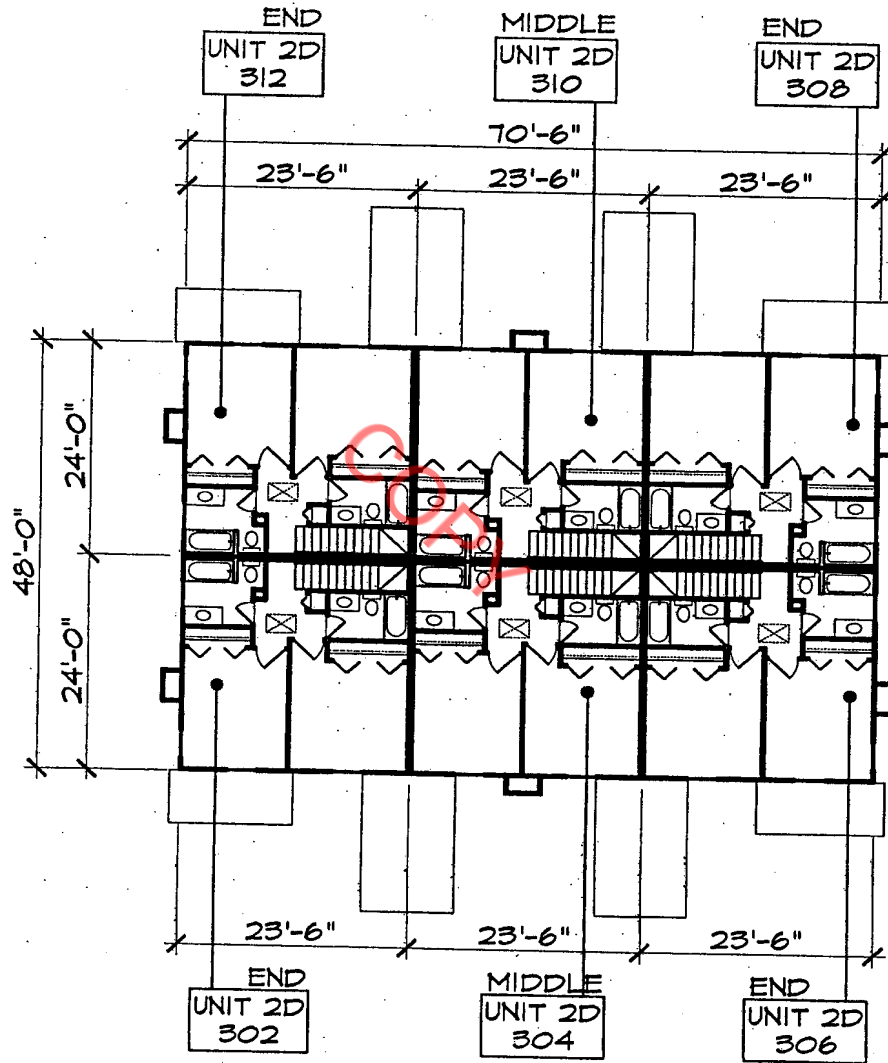
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO
BUILDING THREE THIRD FLR PLAN

1
A2.73

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

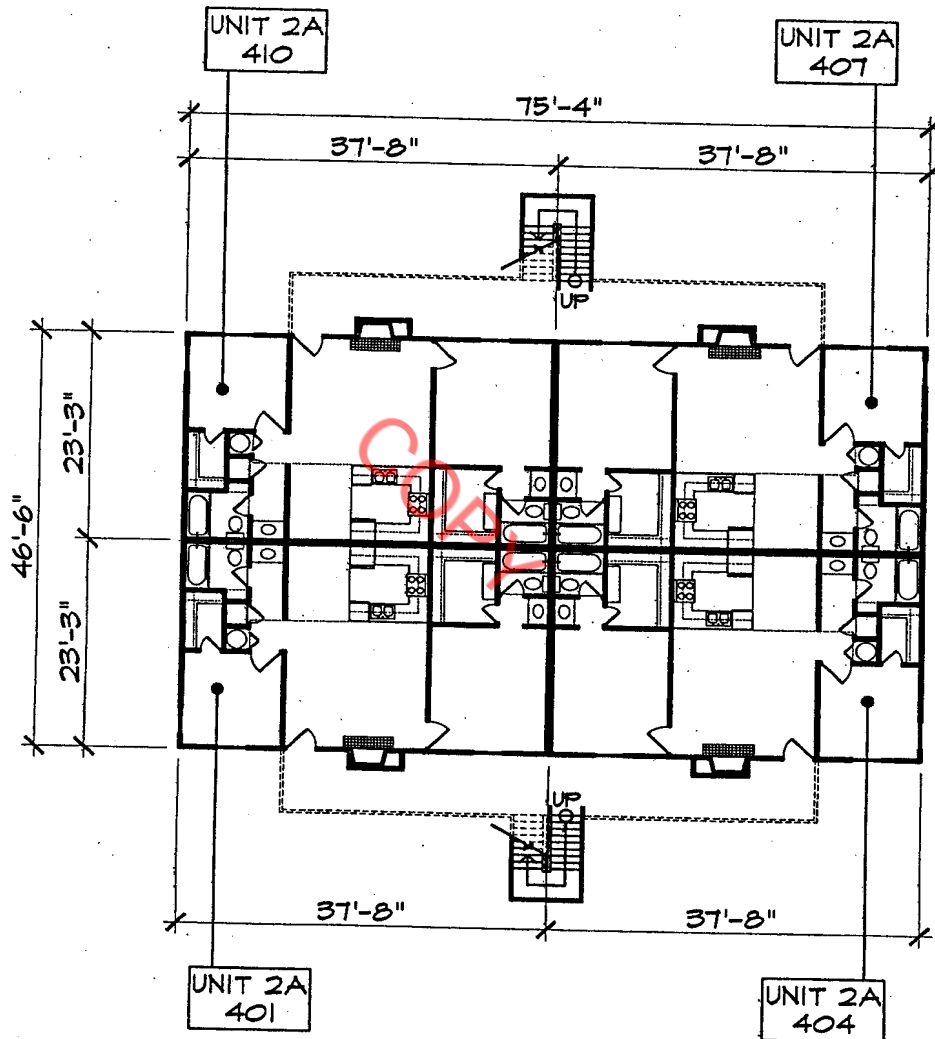
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING FOUR FIRST FLOOR PLAN

1
A2.74

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

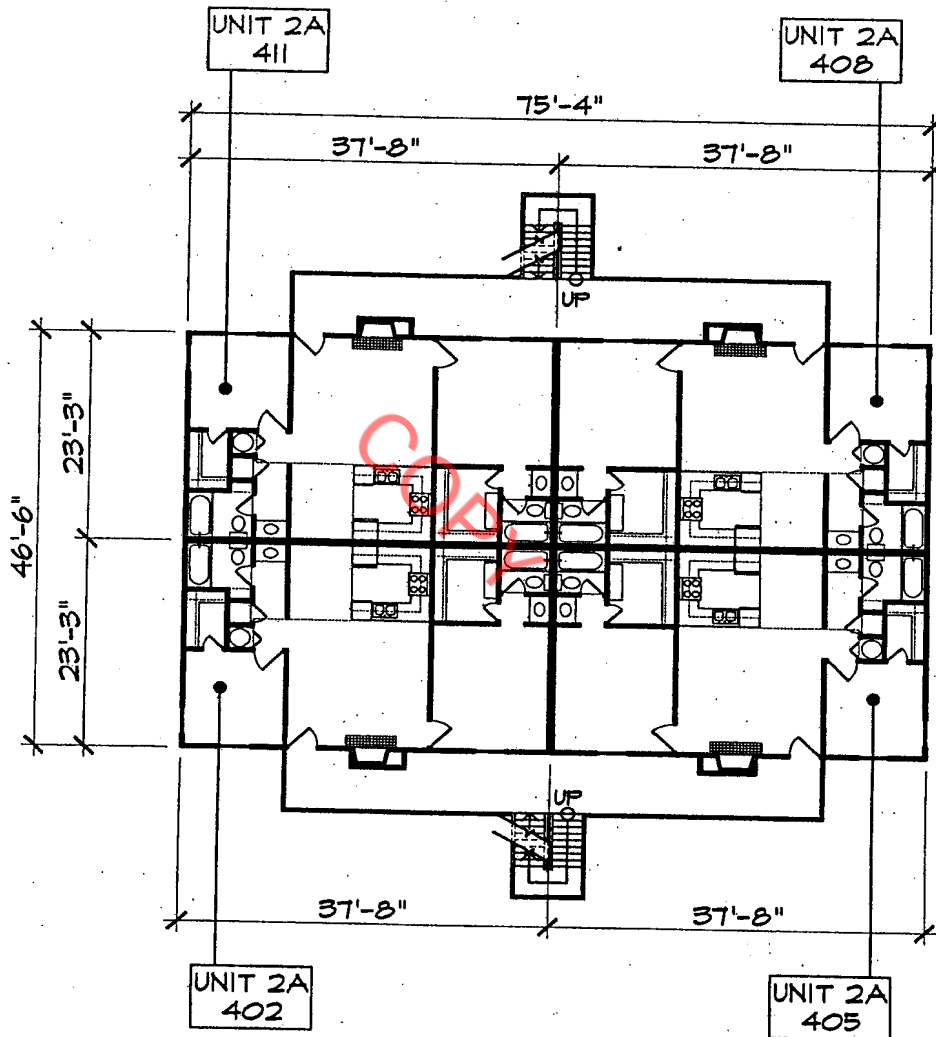
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING FOUR SECOND FLR PLAN

1
A2.75

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

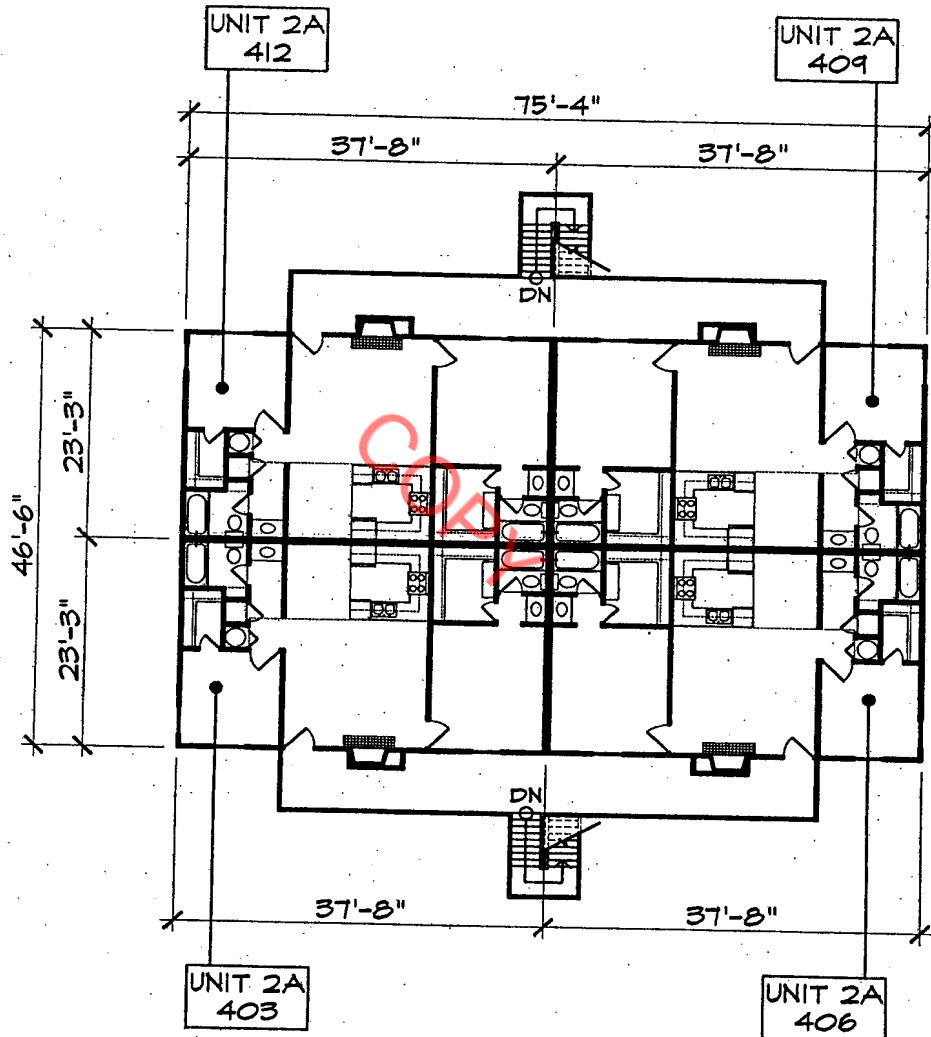
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING FOUR THIRD FLOOR PLN

1
A2.76

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

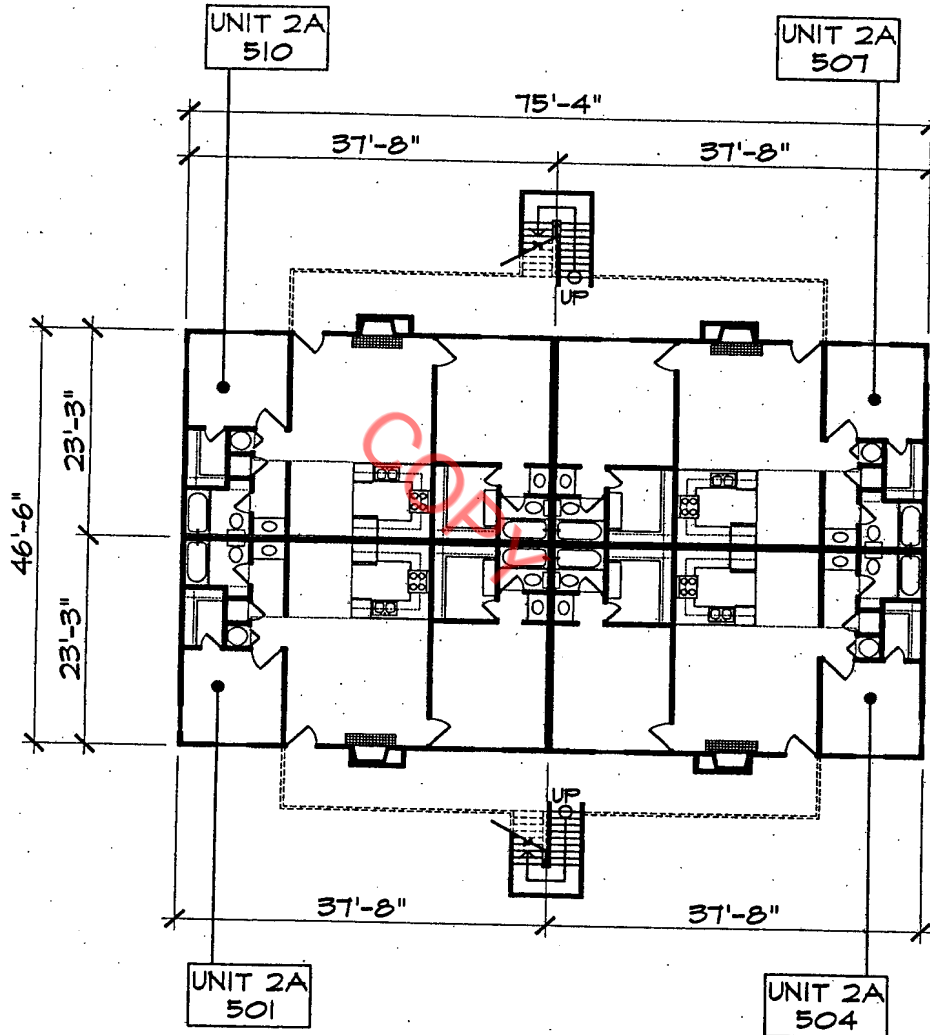
PREPARED BY:

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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING FIVE FIRST FLOOR PLAN

1
A2.77

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

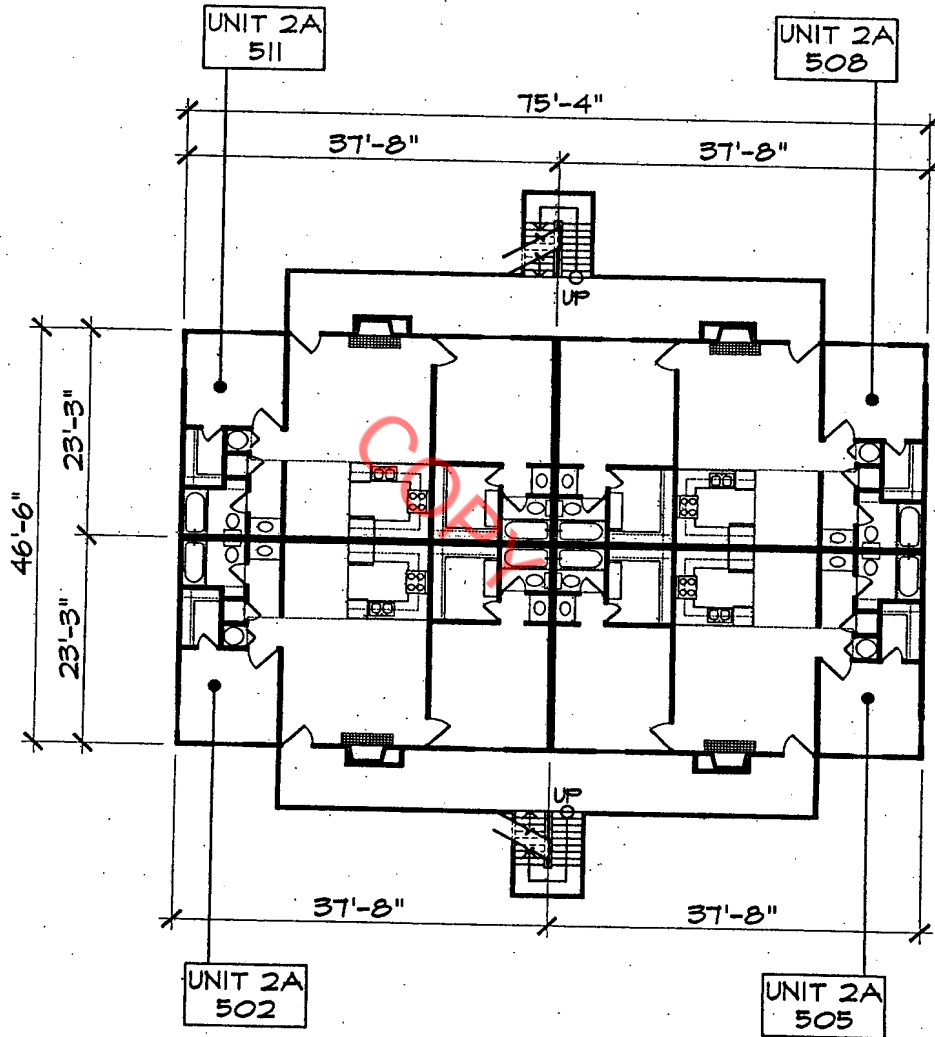
Brown Doane Architects, Inc.
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(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING FIVE SECOND FLR PLAN

1
A2.78

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

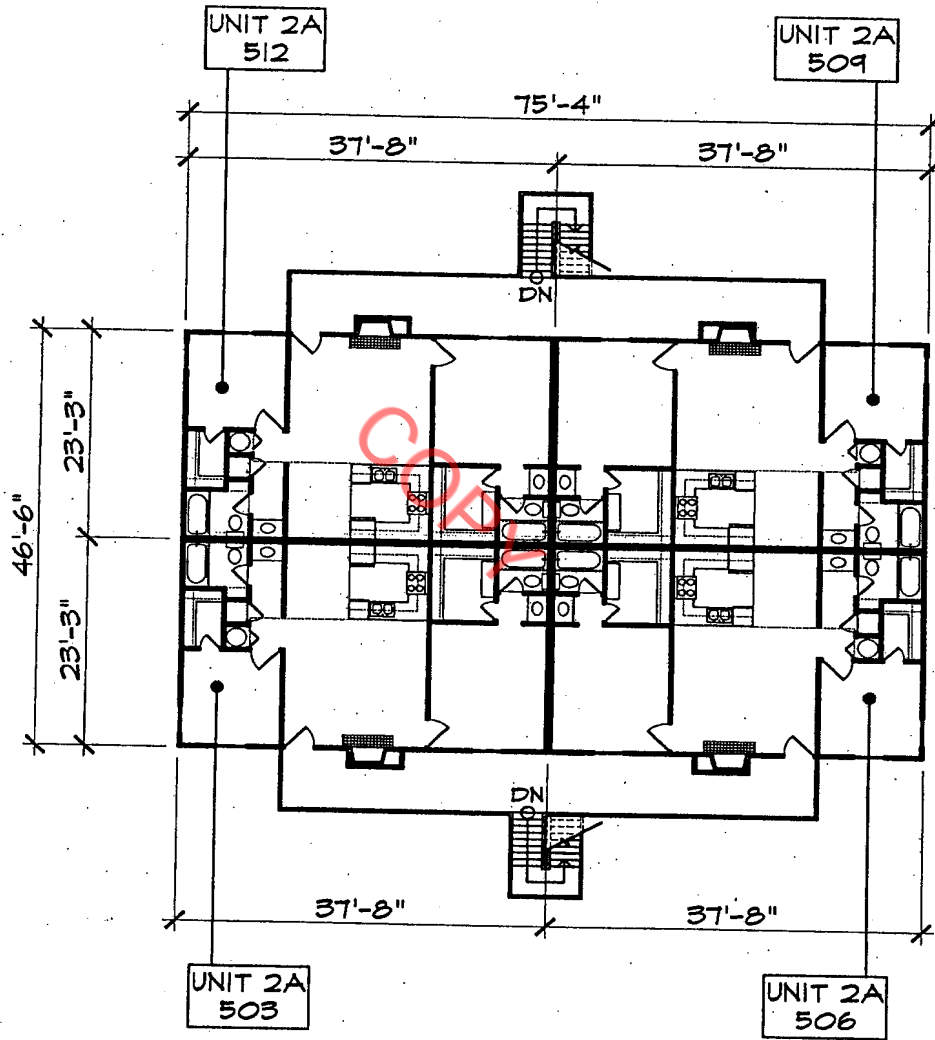
PREPARED BY:

Brown Doane Architects, Inc.
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(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING FIVE THIRD FLOOR PLAN

1
A2.79

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

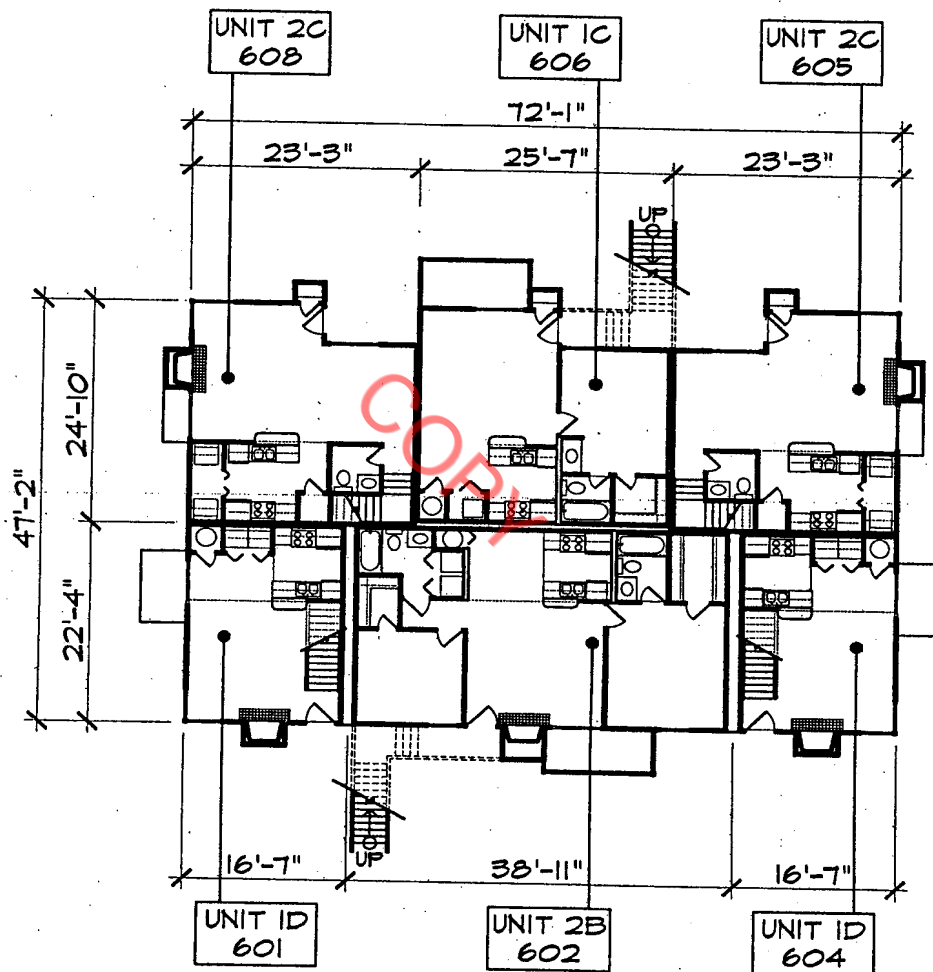
Brown Doane Architects, Inc.
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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING SIX FIRST FLOOR PLAN

1
A2.80

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

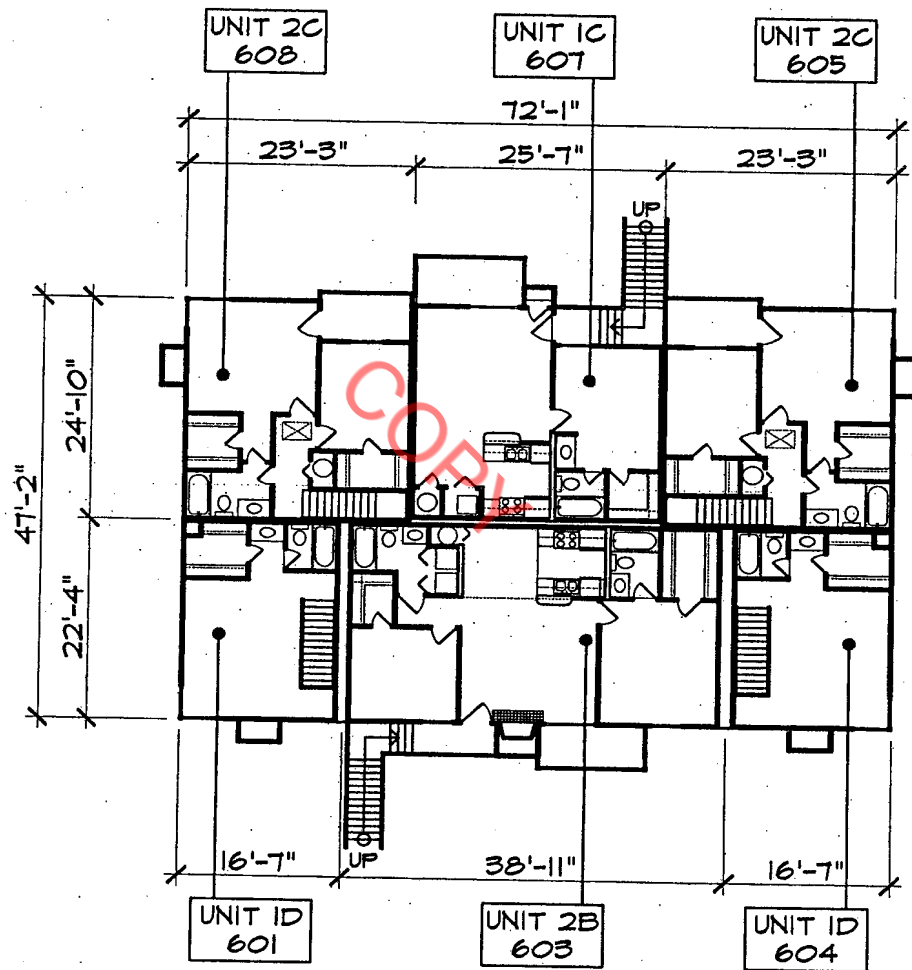
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING SIX SECOND FLR PLAN

1
A2.81

SCALE: 1" = 20'-0"

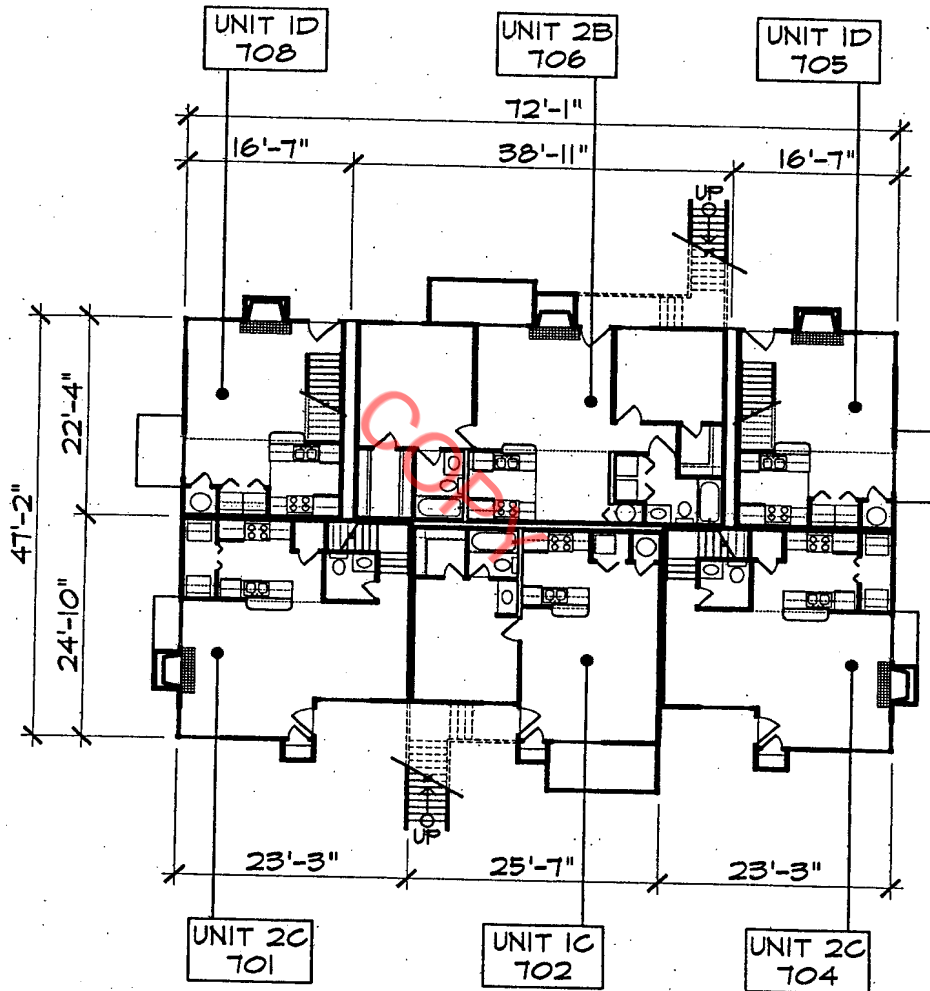
ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING 7 FIRST FLOOR PLAN

1
A2.82

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

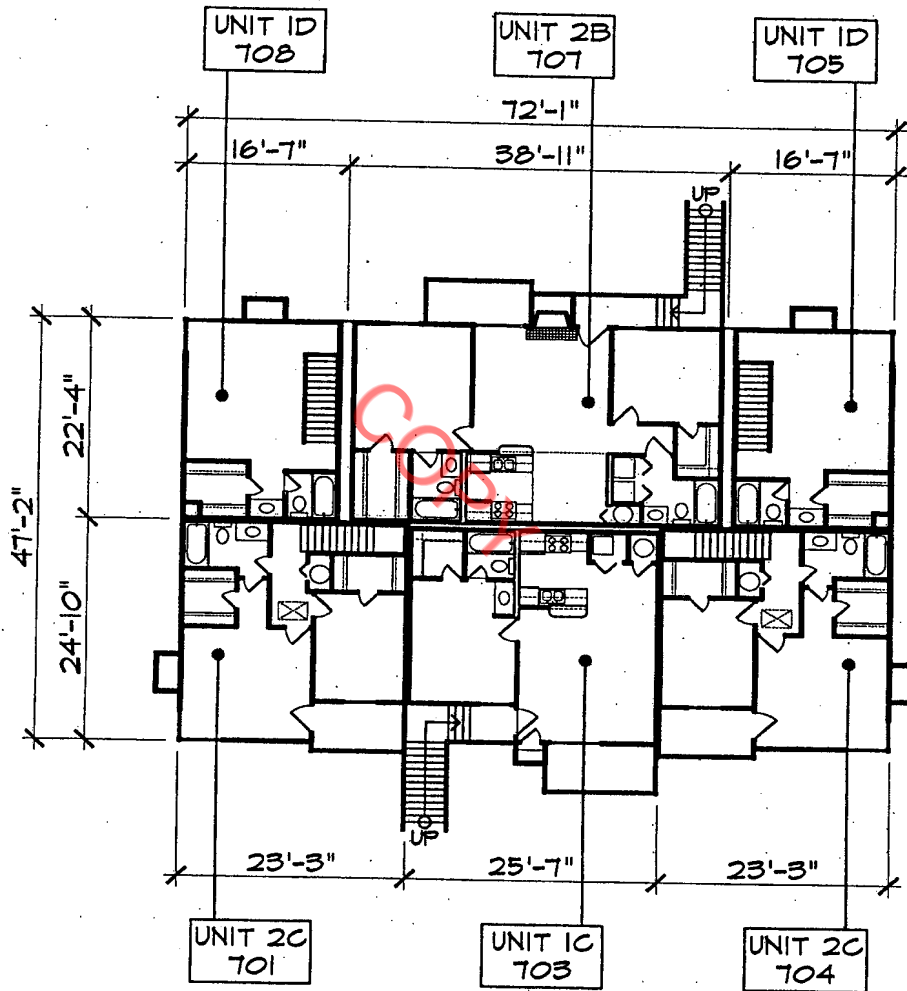
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING 7 SECOND FLOOR PLAN

1
A2.83

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

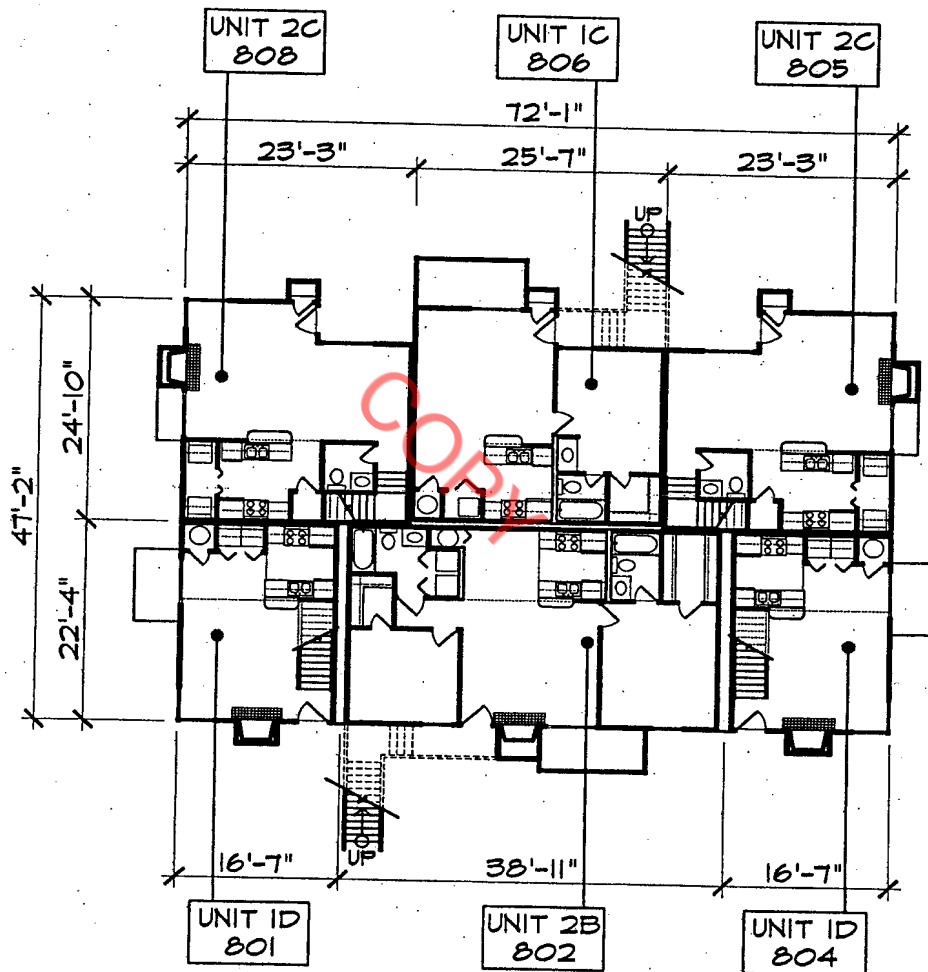
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING 8 FIRST FLOOR PLAN

1
A2.84

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

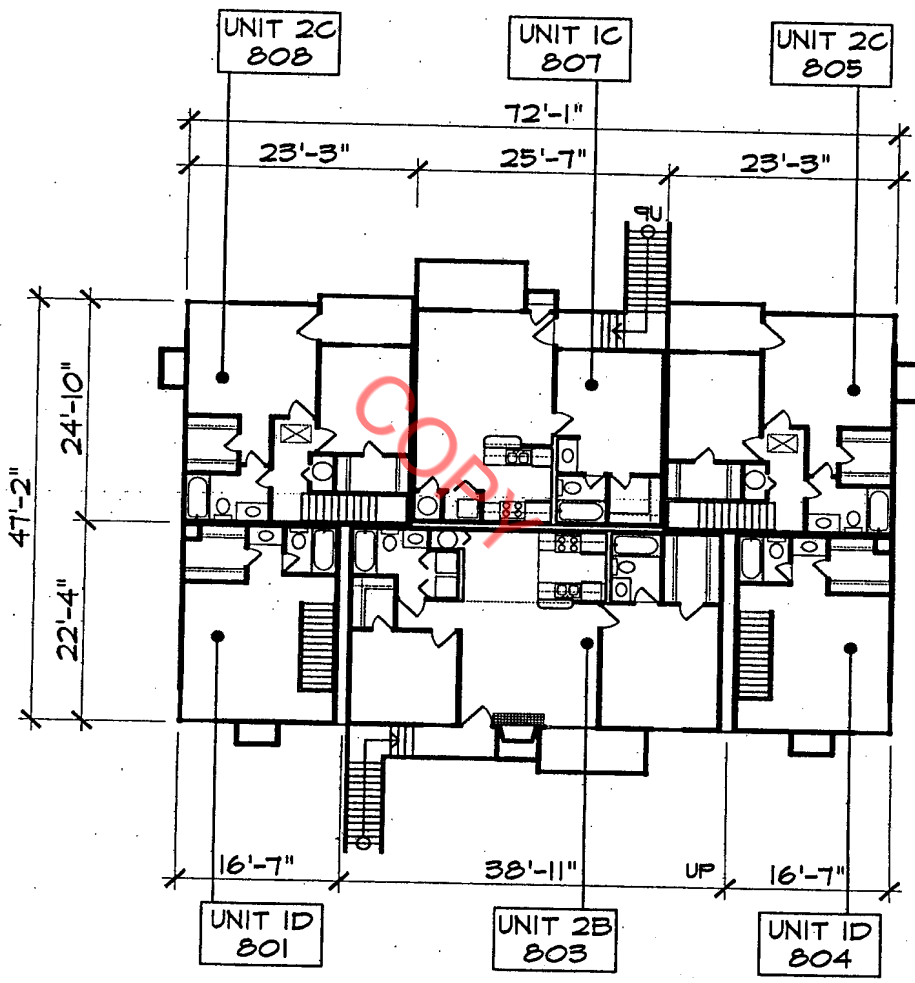
PREPARED BY:

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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO
BUILDING 8 SECOND FLOOR PLAN

1
A2.85

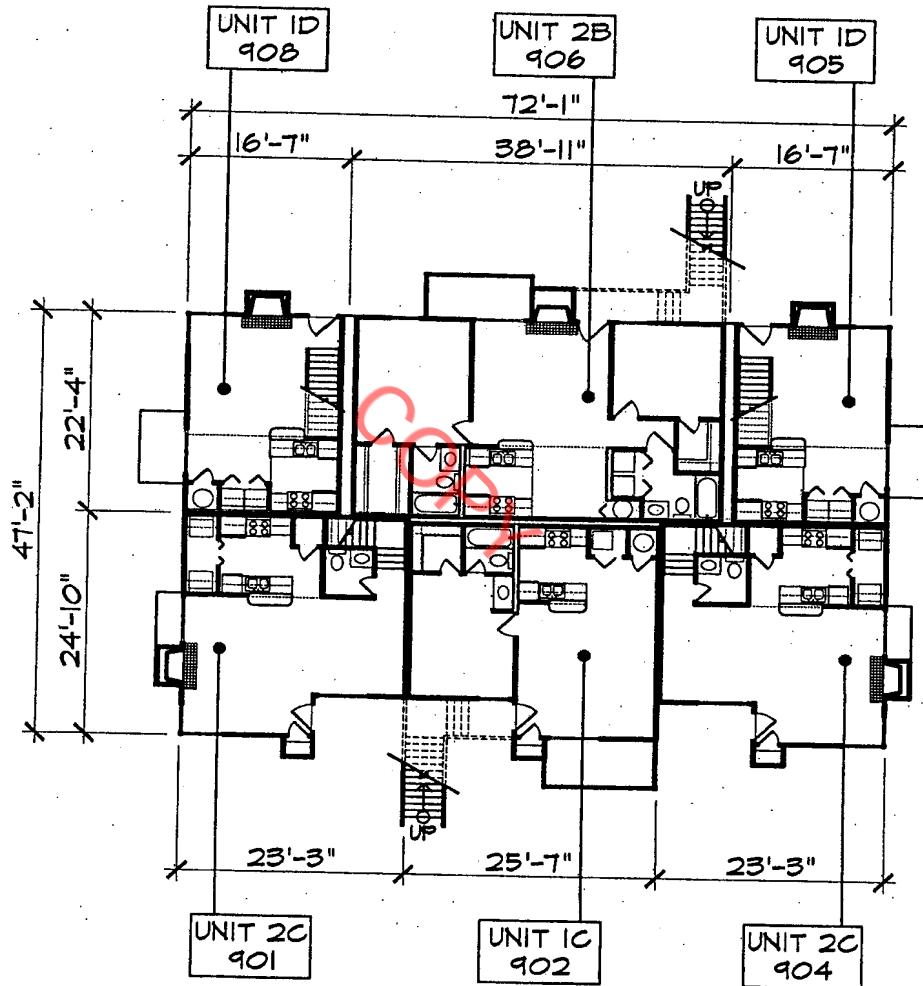
SCALE: 1" = 20'-0" ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:
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Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT: SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING NINE FIRST FLOOR PLAN

1
A2.86

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

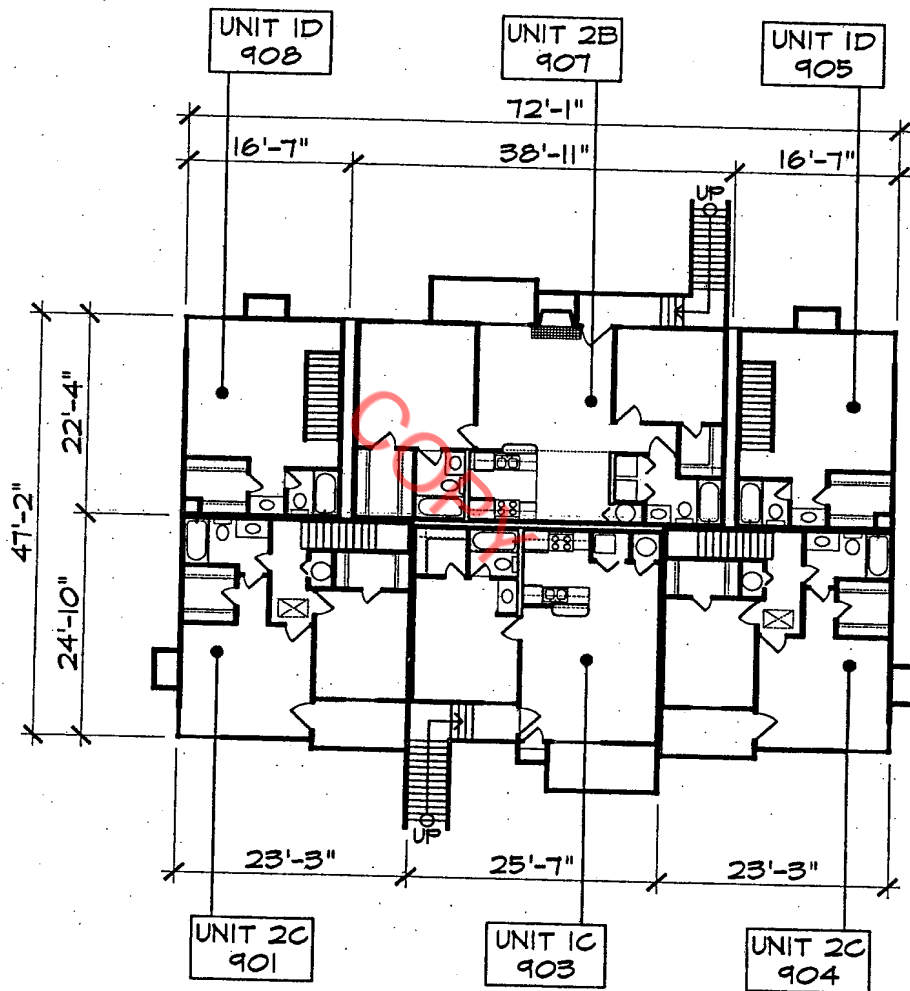
Brown Doane Architects, Inc.
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Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING NINE SECOND FLR PLAN

1
A2.87

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

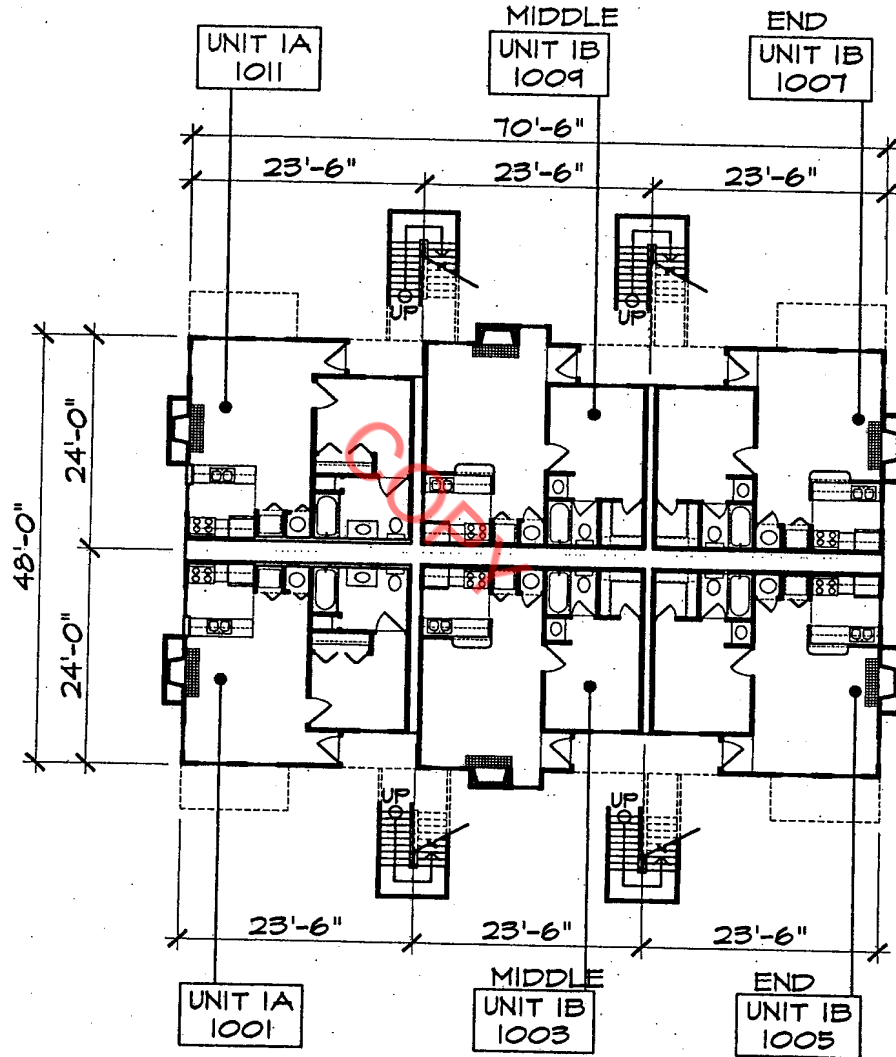
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO
BUILDING TEN FIRST FLOOR PLAN

1
A2.88

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

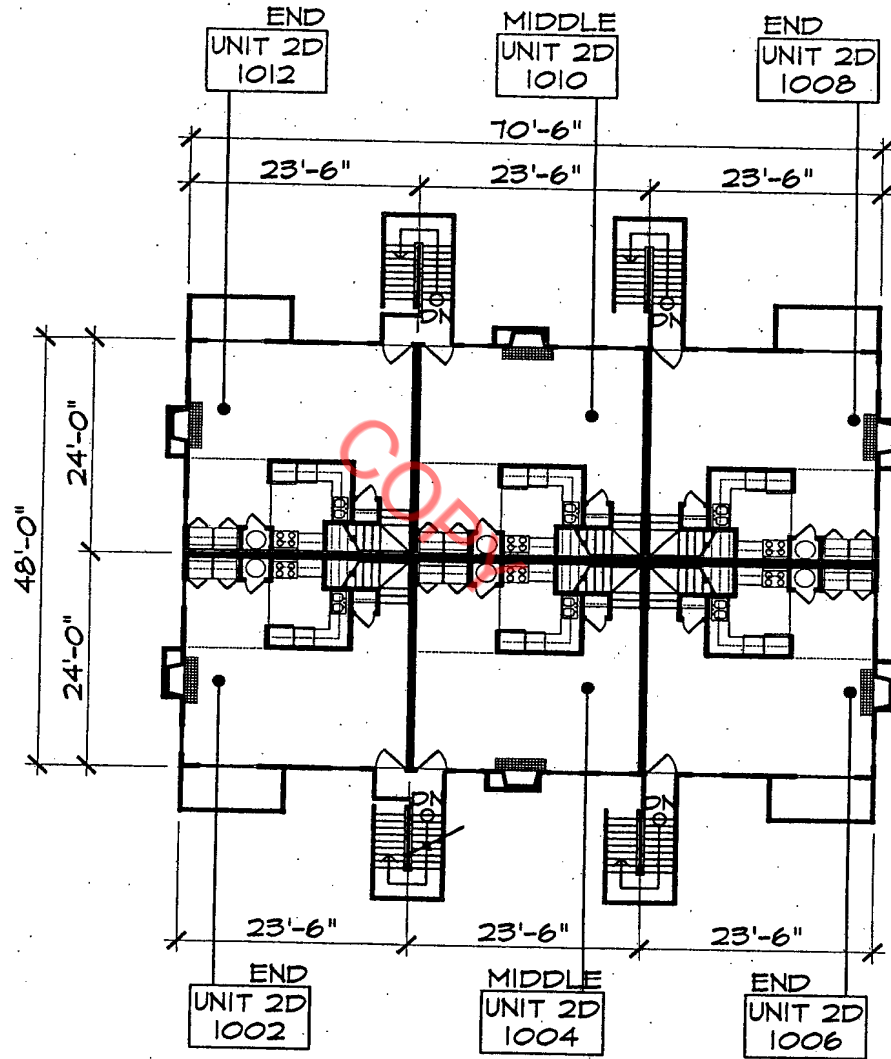
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 850
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO
BUILDING TEN SECOND FLOOR PLN

1
A2.89

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

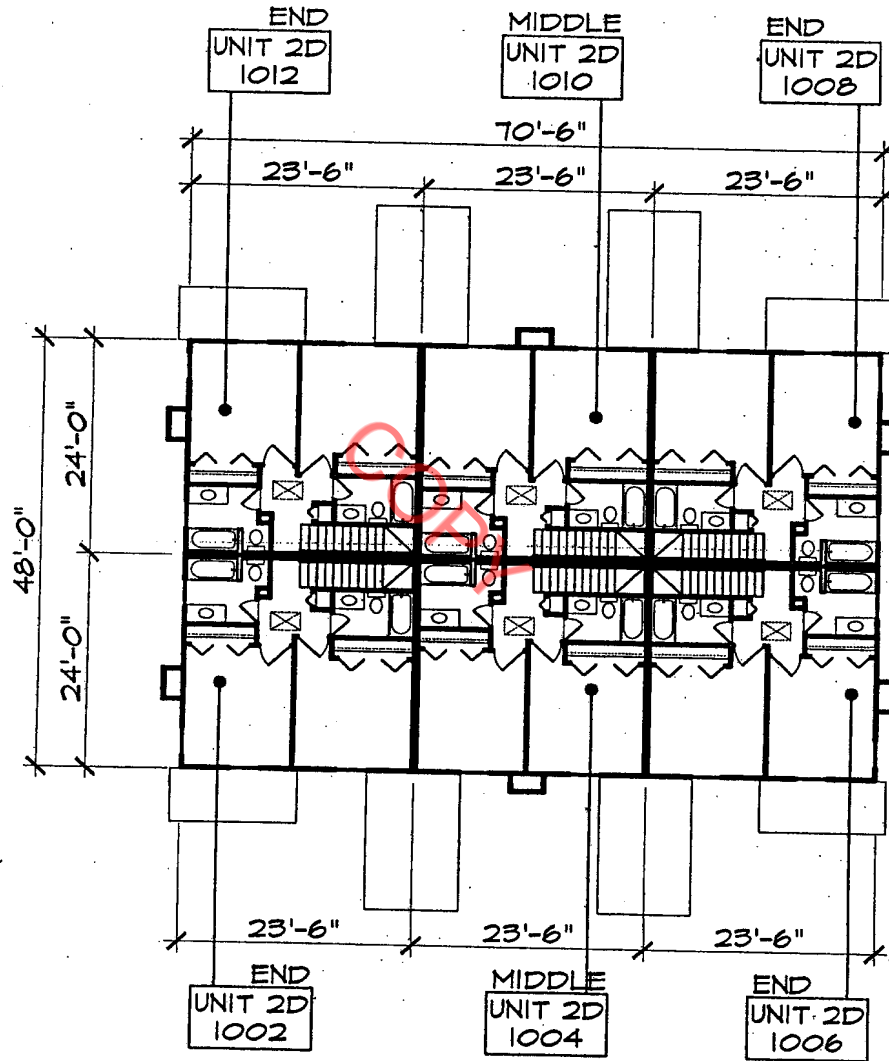
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Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO
BUILDING TEN THIRD FLOOR PLAN

1
A2.90

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

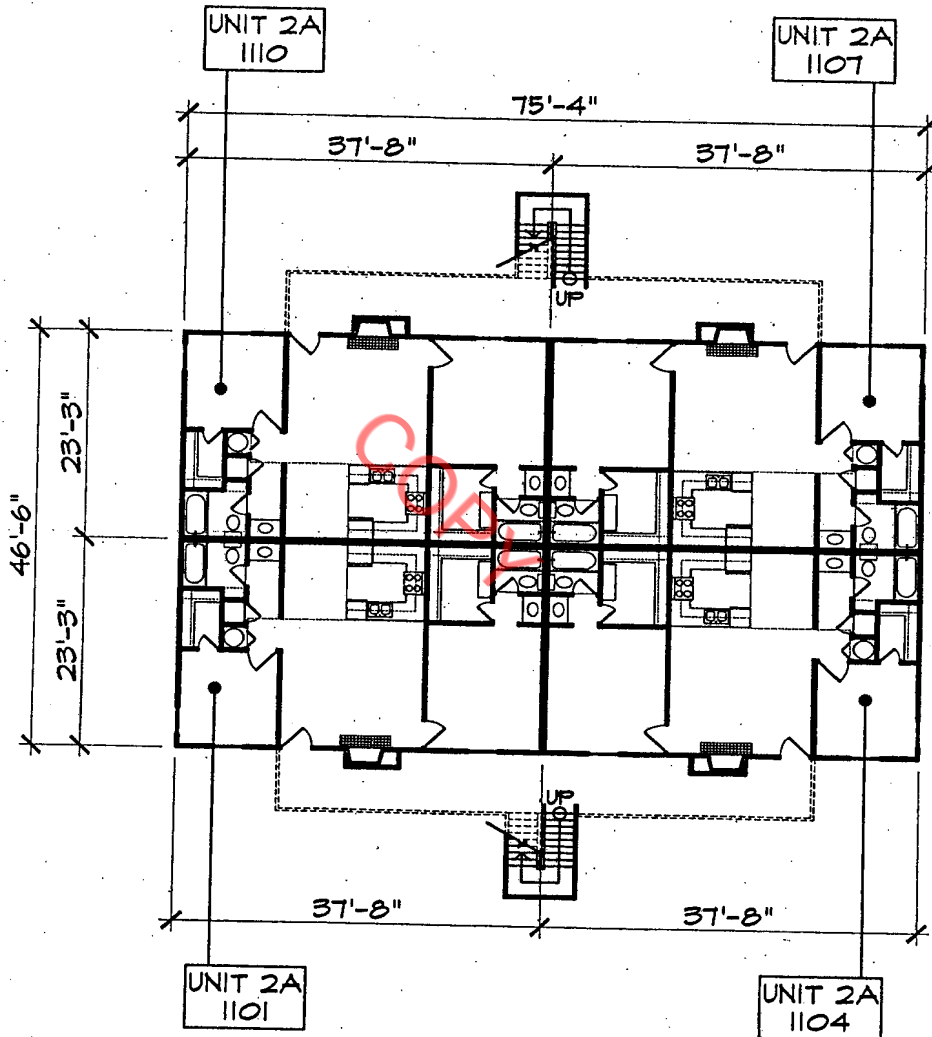
Brown Doane Architects, Inc.
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Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING II FIRST FLOOR PLAN

1
A2.91

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

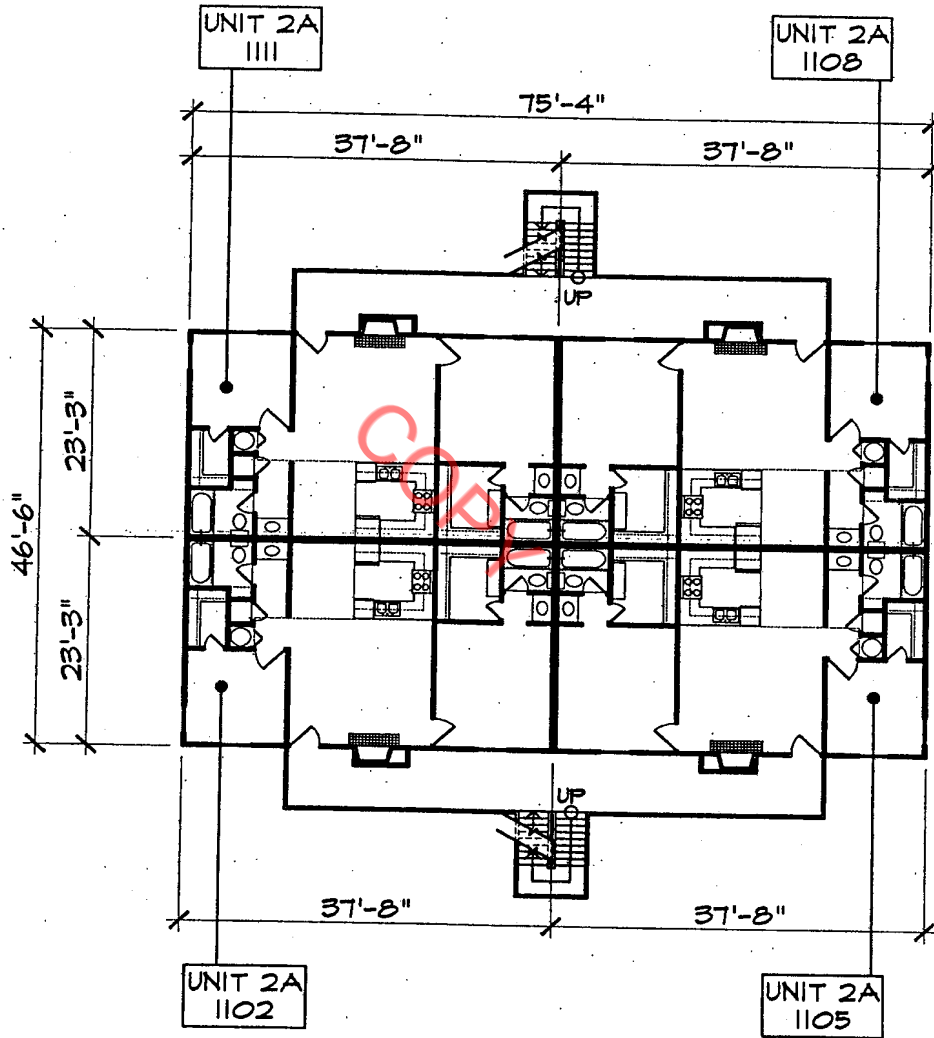
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING II SECOND FLOOR PLAN

1
A2.92

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

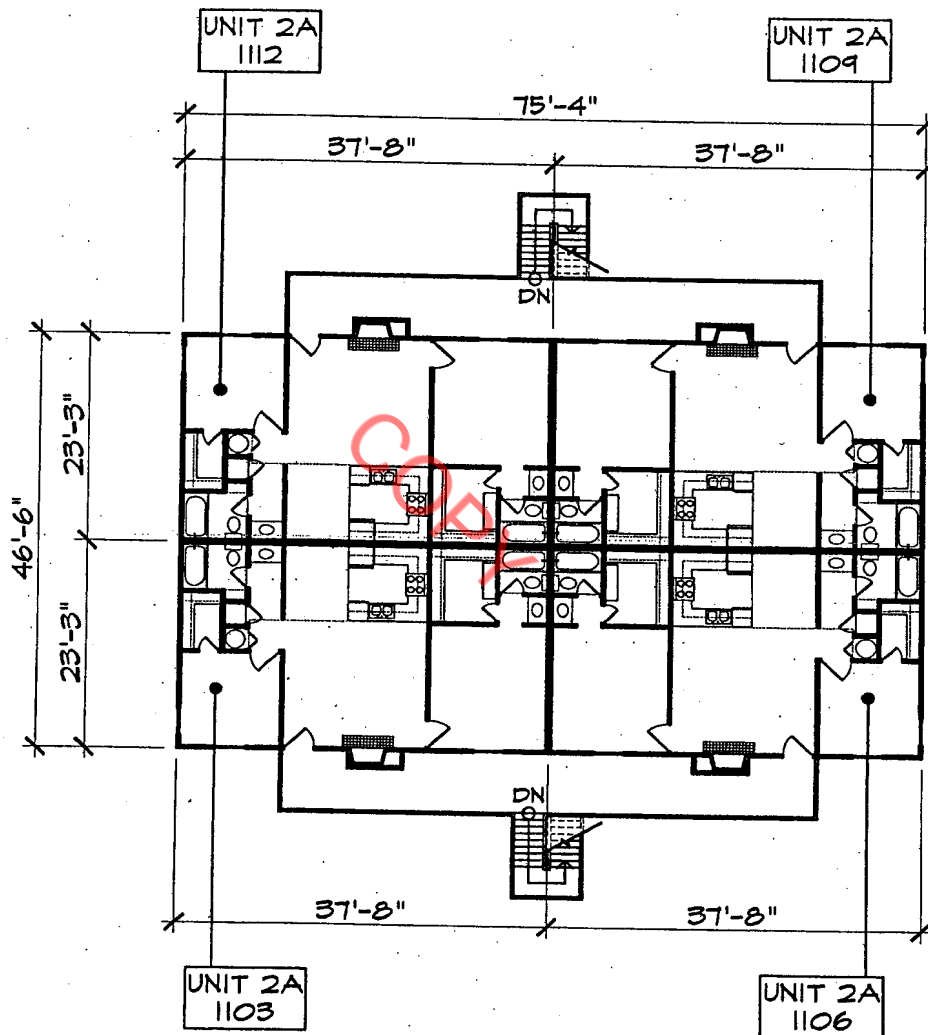
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING II THIRD FLOOR PLAN

1
A2.93

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

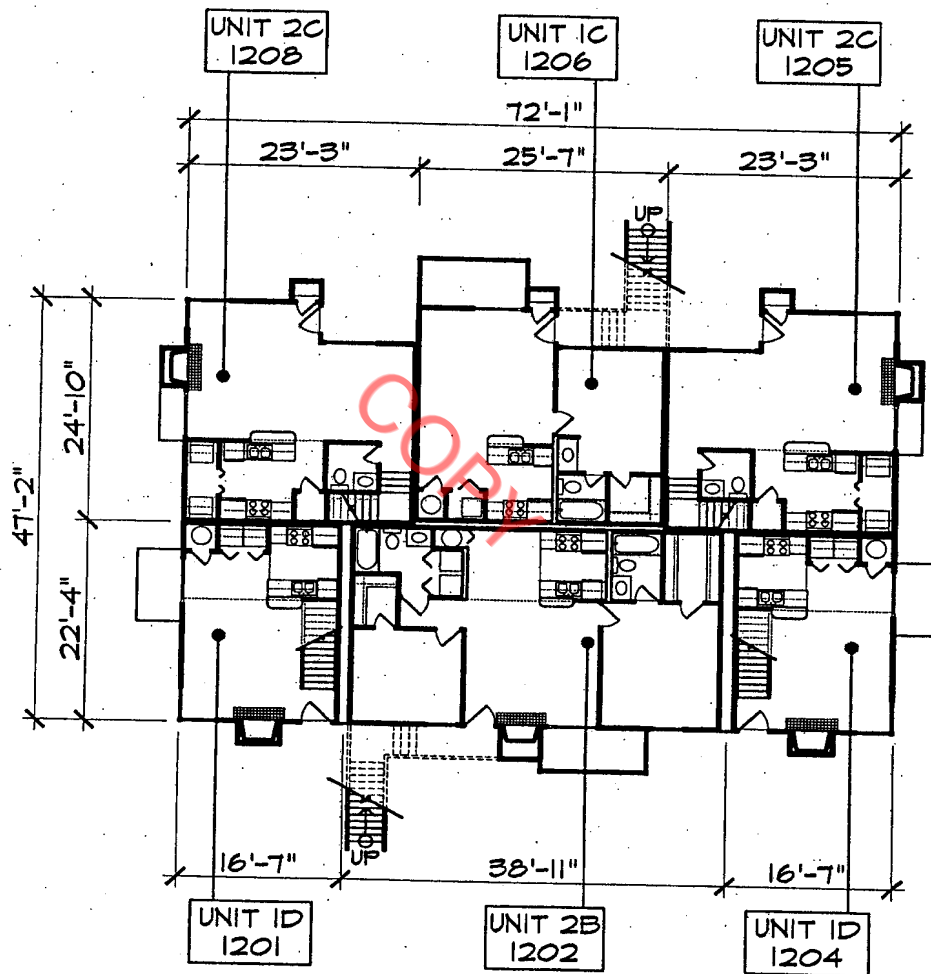
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING 12 FIRST FLOOR PLAN

1
A2.94

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

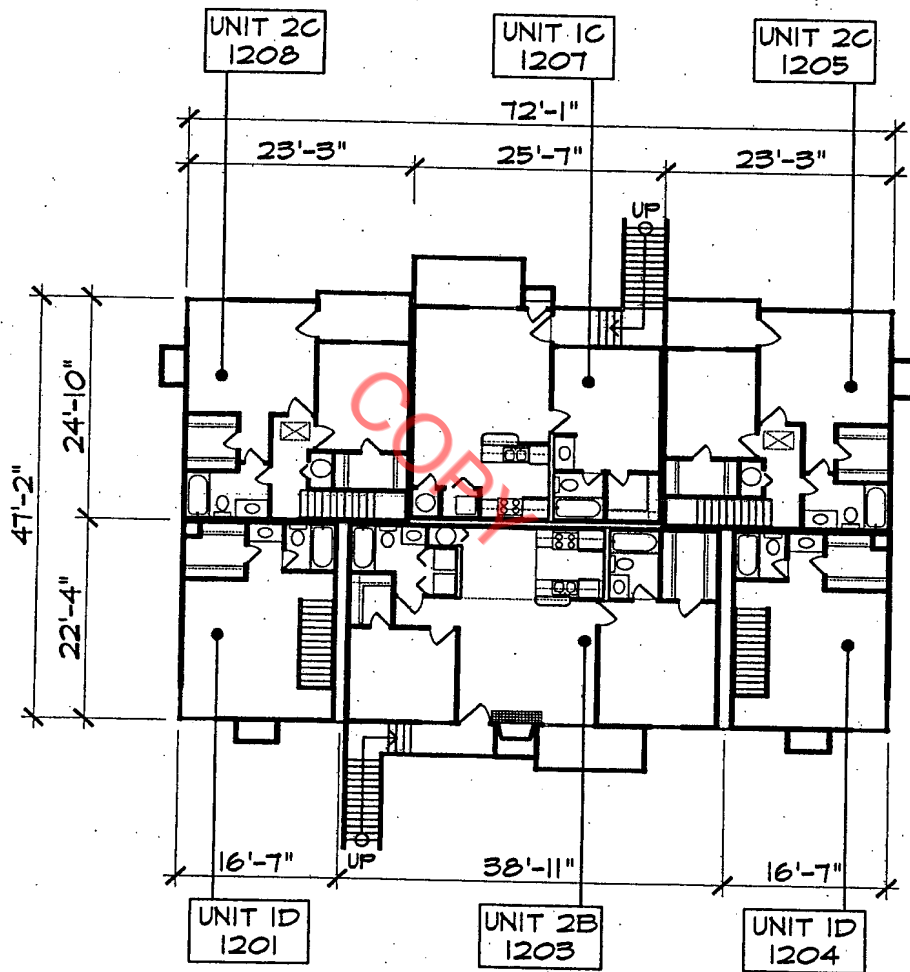
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING 12 SECOND FLOOR PLAN

1
A2.95

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

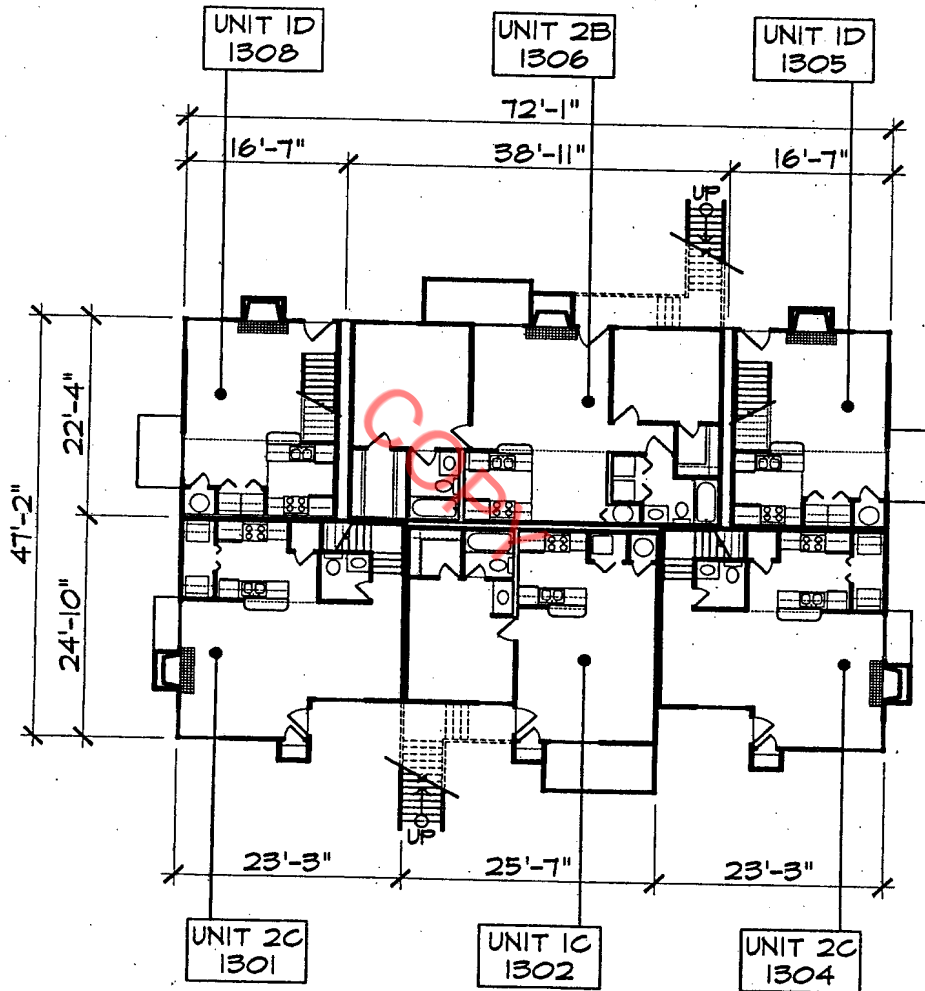
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING 13 FIRST FLOOR PLAN

1
A2.96

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

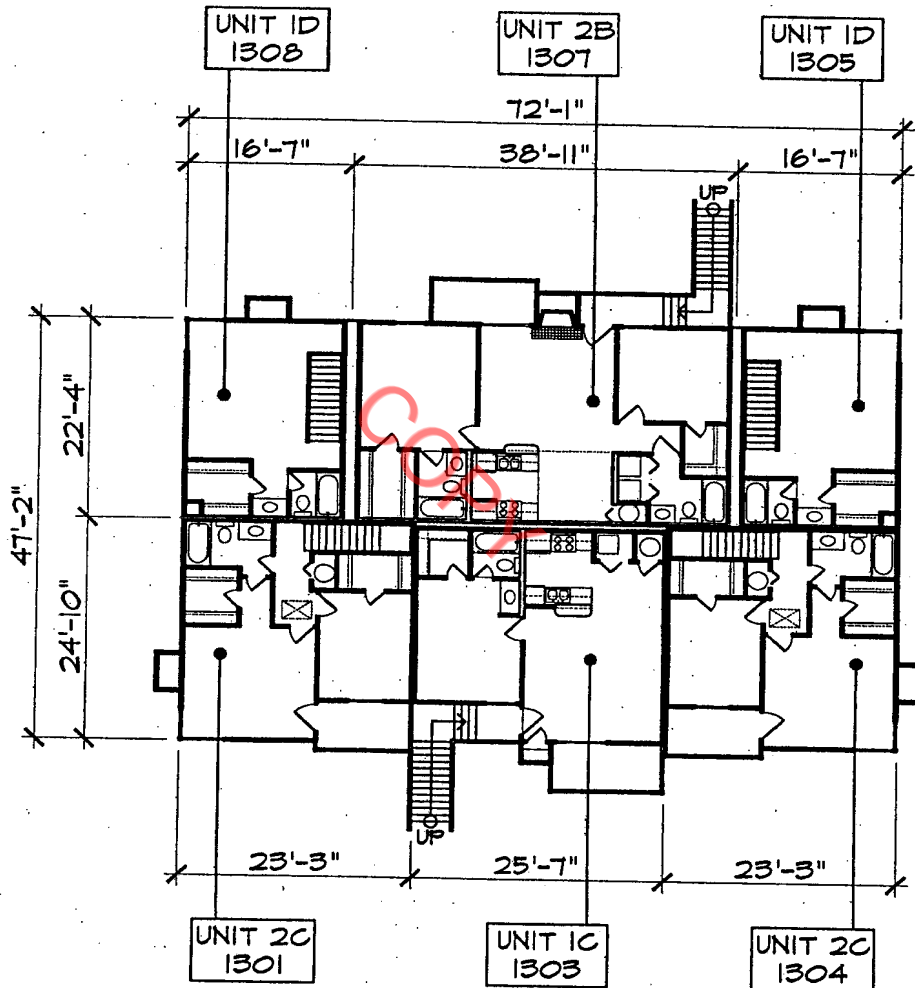
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING 13 SECOND FLOOR PLAN

1
A2.97

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

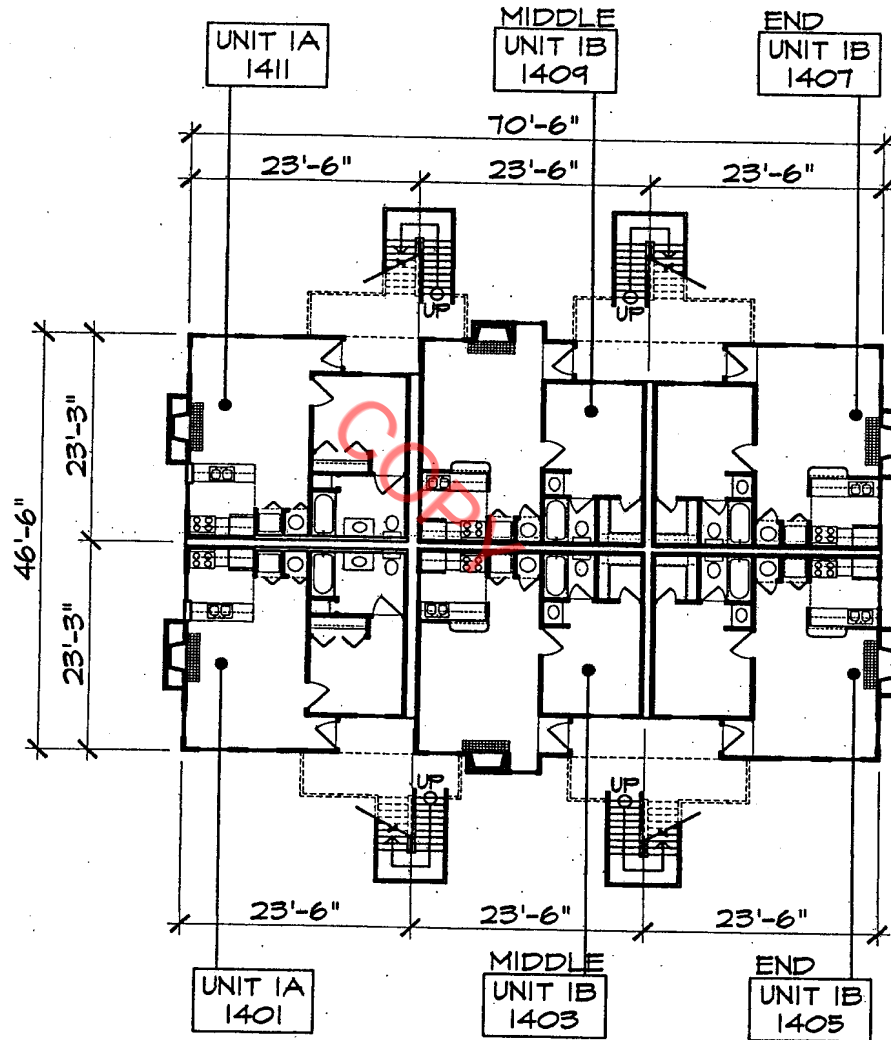
Brown Doane Architects, Inc.
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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO
BUILDING 14 FIRST FLOOR PLAN

1
A2.98

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

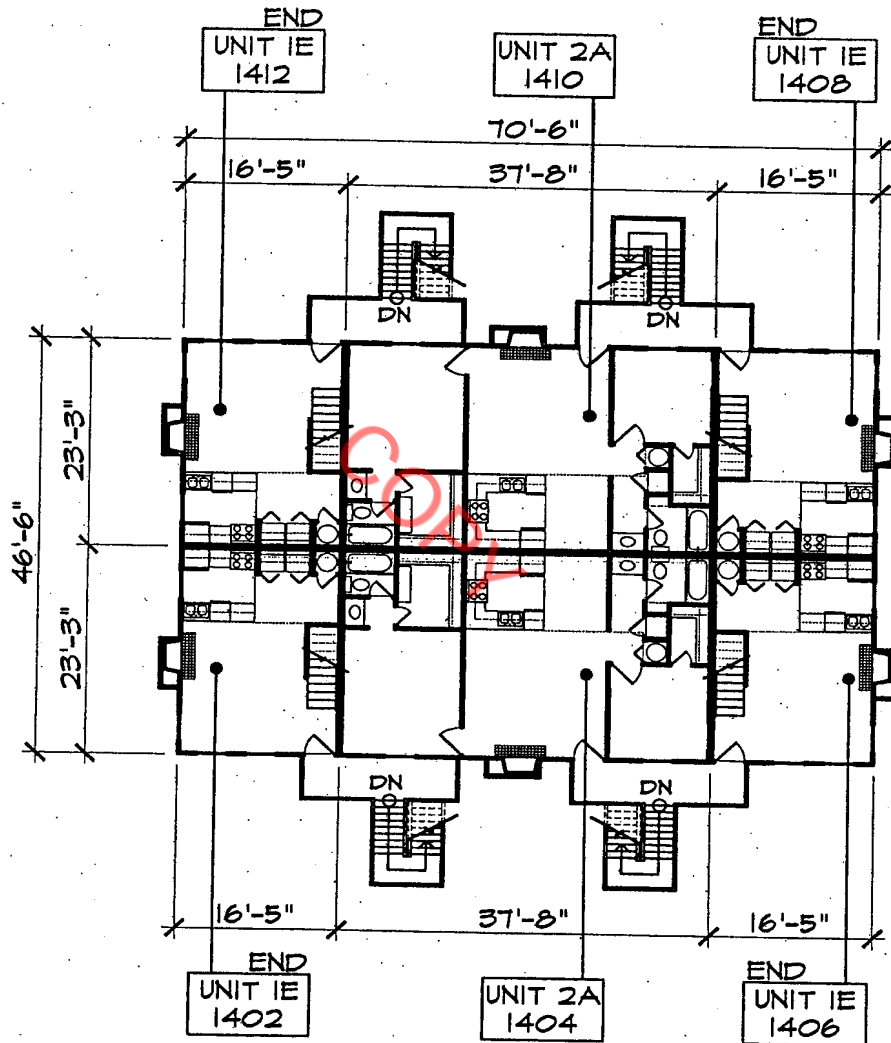
PREPARED BY:
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO
BUILDING 14 SECOND FLOOR PLAN

1
A2.99

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

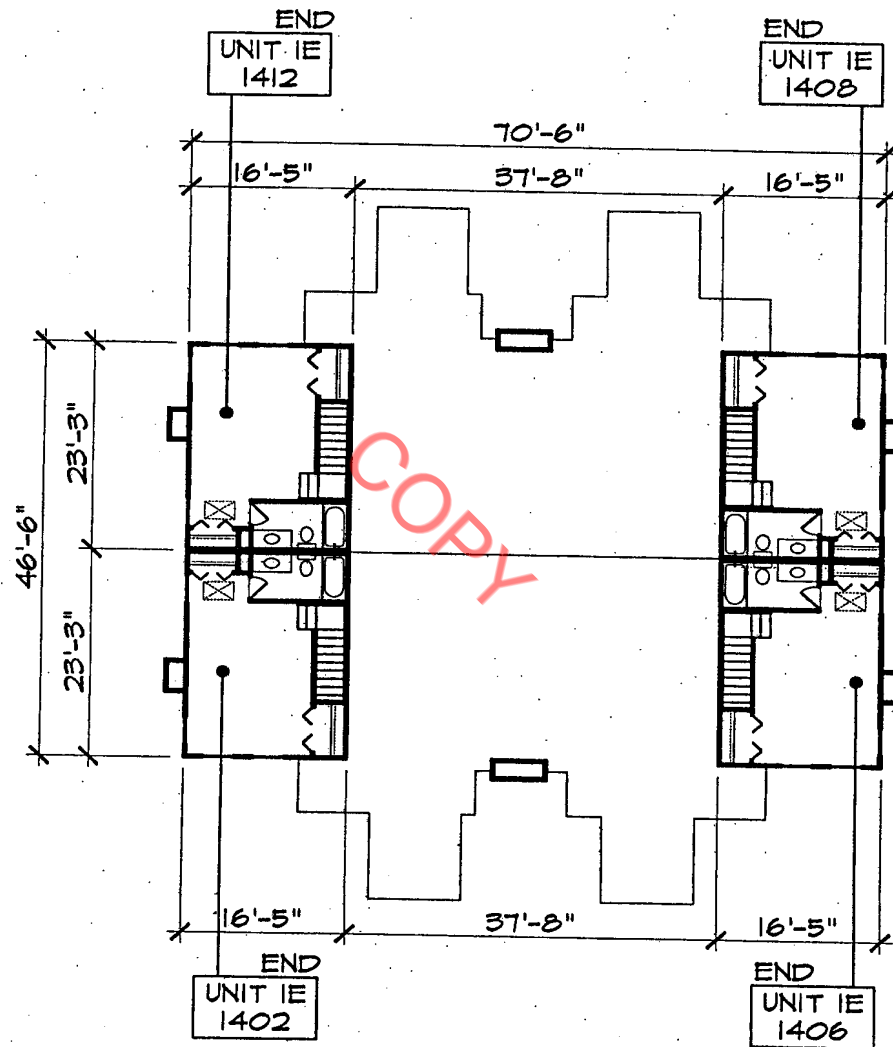
PREPARED BY:

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1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING 14 THIRD FLOOR PLAN

1
A2.100

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

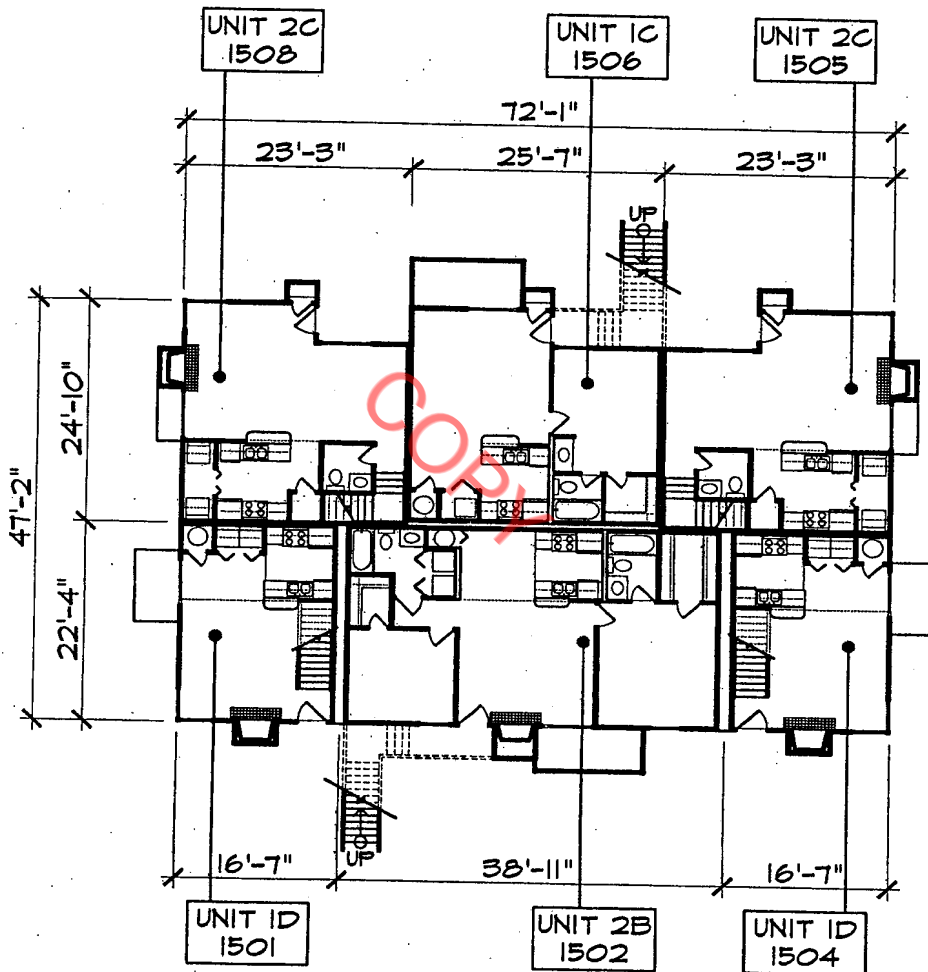
PREPARED BY:

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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING 15 FIRST FLOOR PLAN

1
A2.101

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

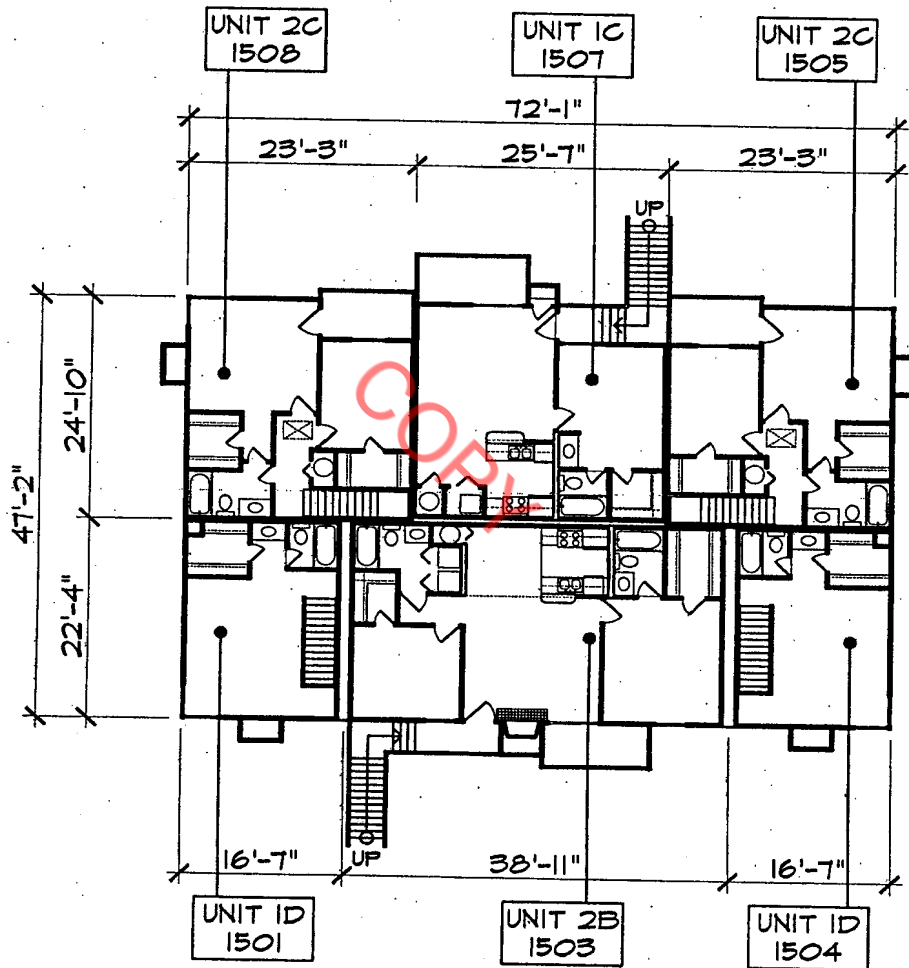
PREPARED BY:

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Atlanta, Georgia 30316
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING 15 SECOND FLOOR PLAN

1
A2.102

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

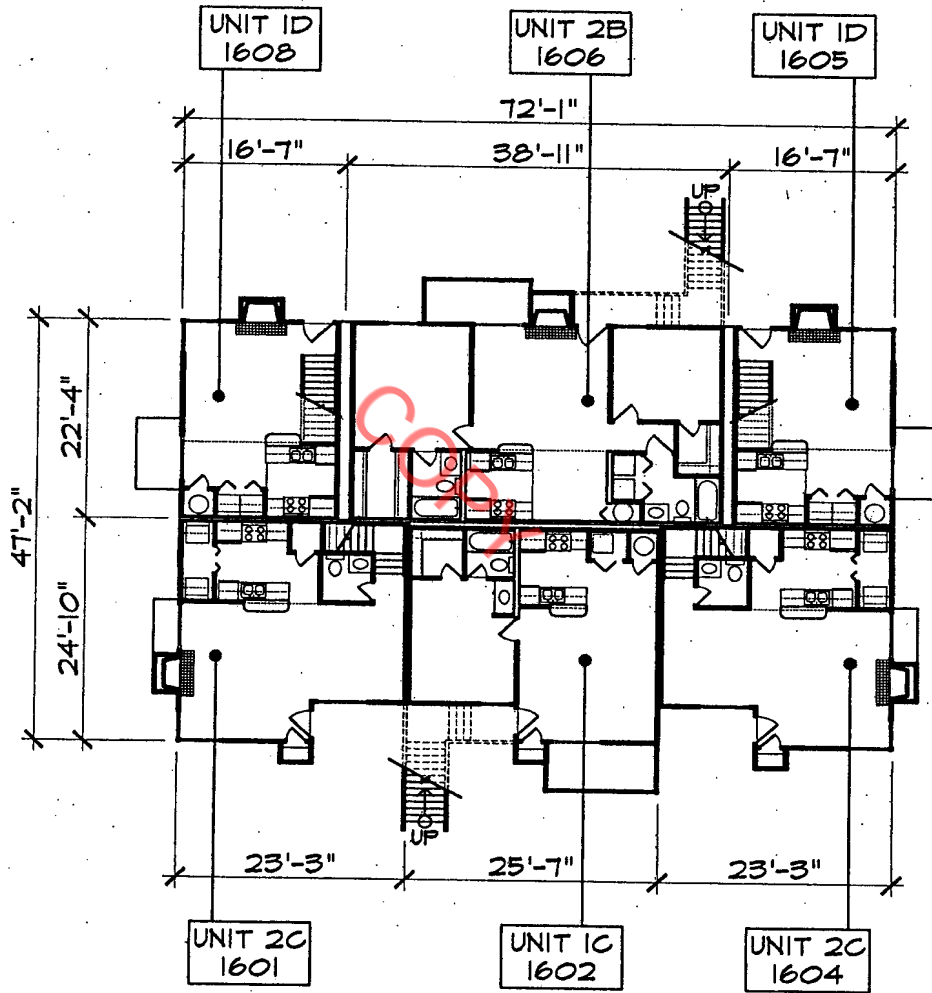
PREPARED BY:

Brown Doane Architects, Inc.
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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING 16 FIRST FLOOR PLAN

1
A2.103

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

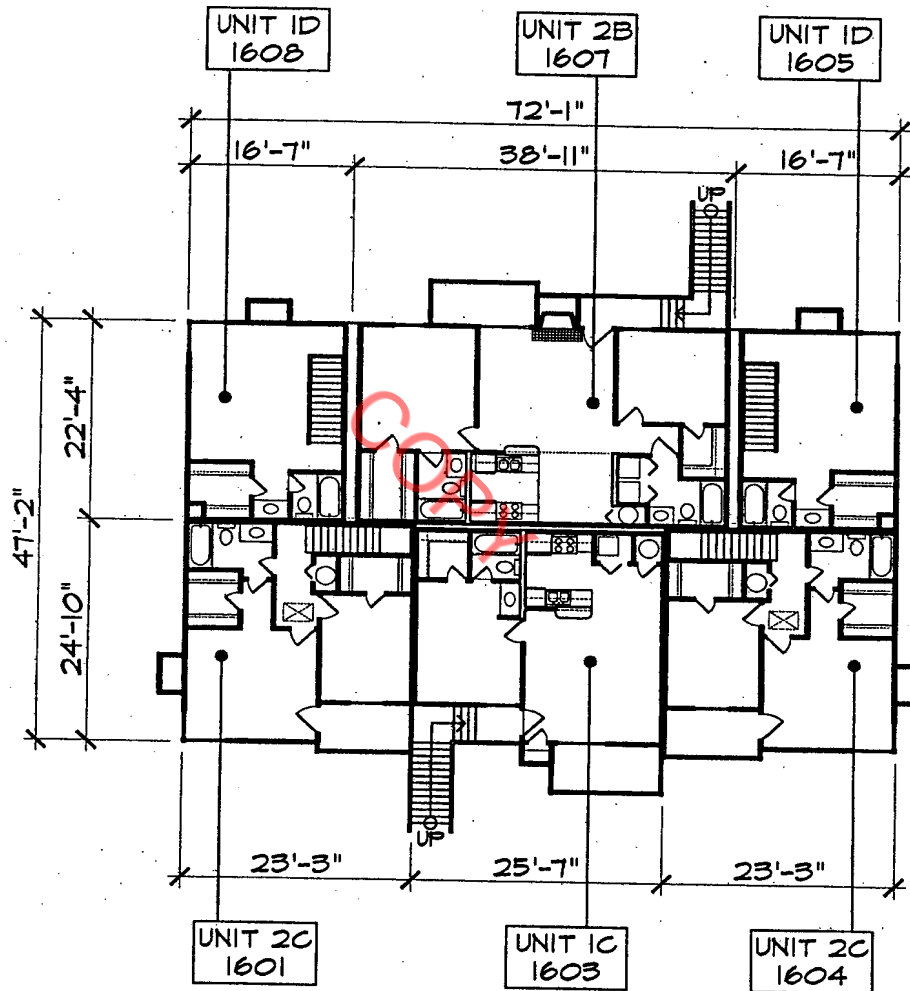
PREPARED BY:

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Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING 16 SECOND FLOOR PLAN

1
A2.104

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

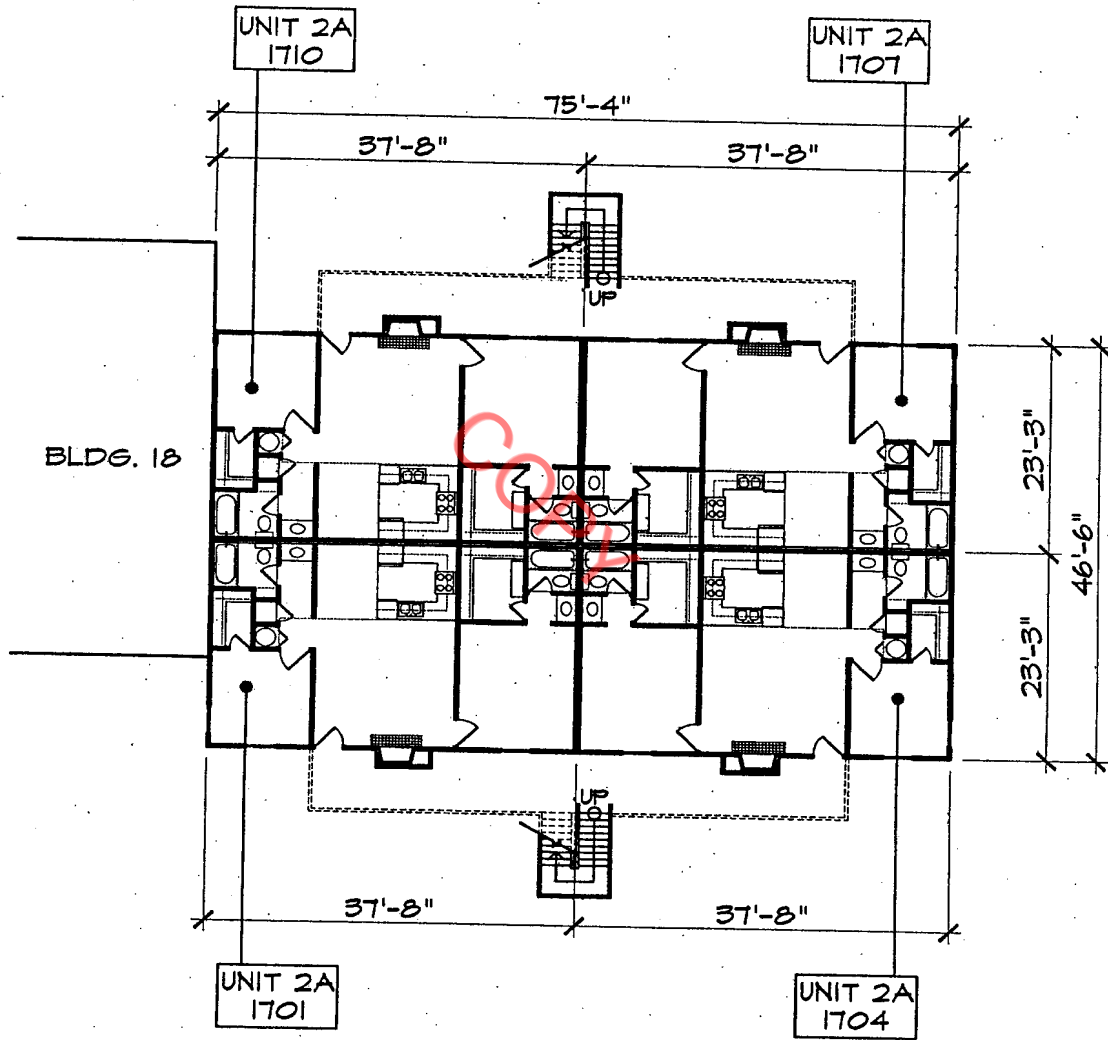
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO
BUILDING 17 FIRST FLOOR PLAN

1
A2.105

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

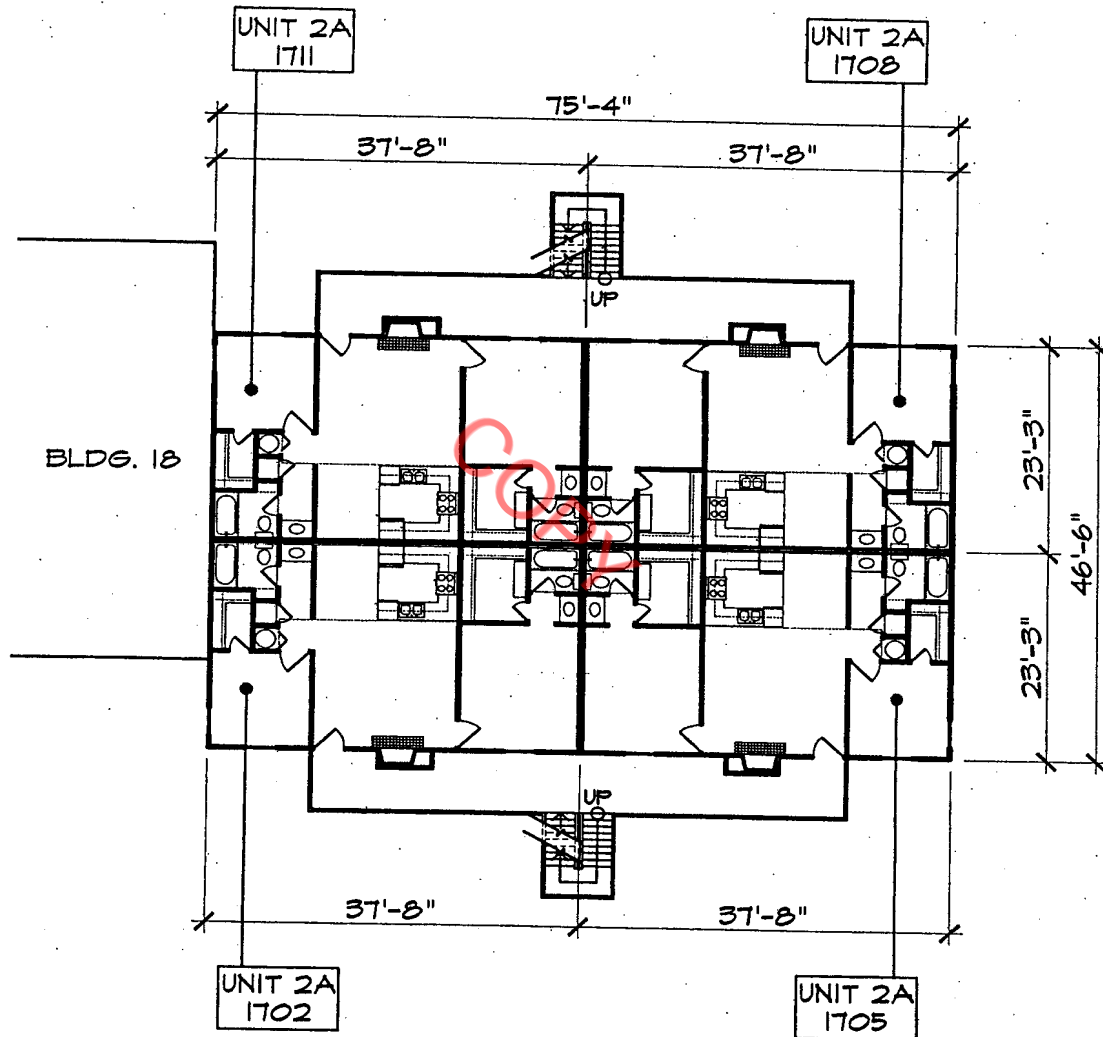
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING 17 SECOND FLOOR PLAN

1
A2.106

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

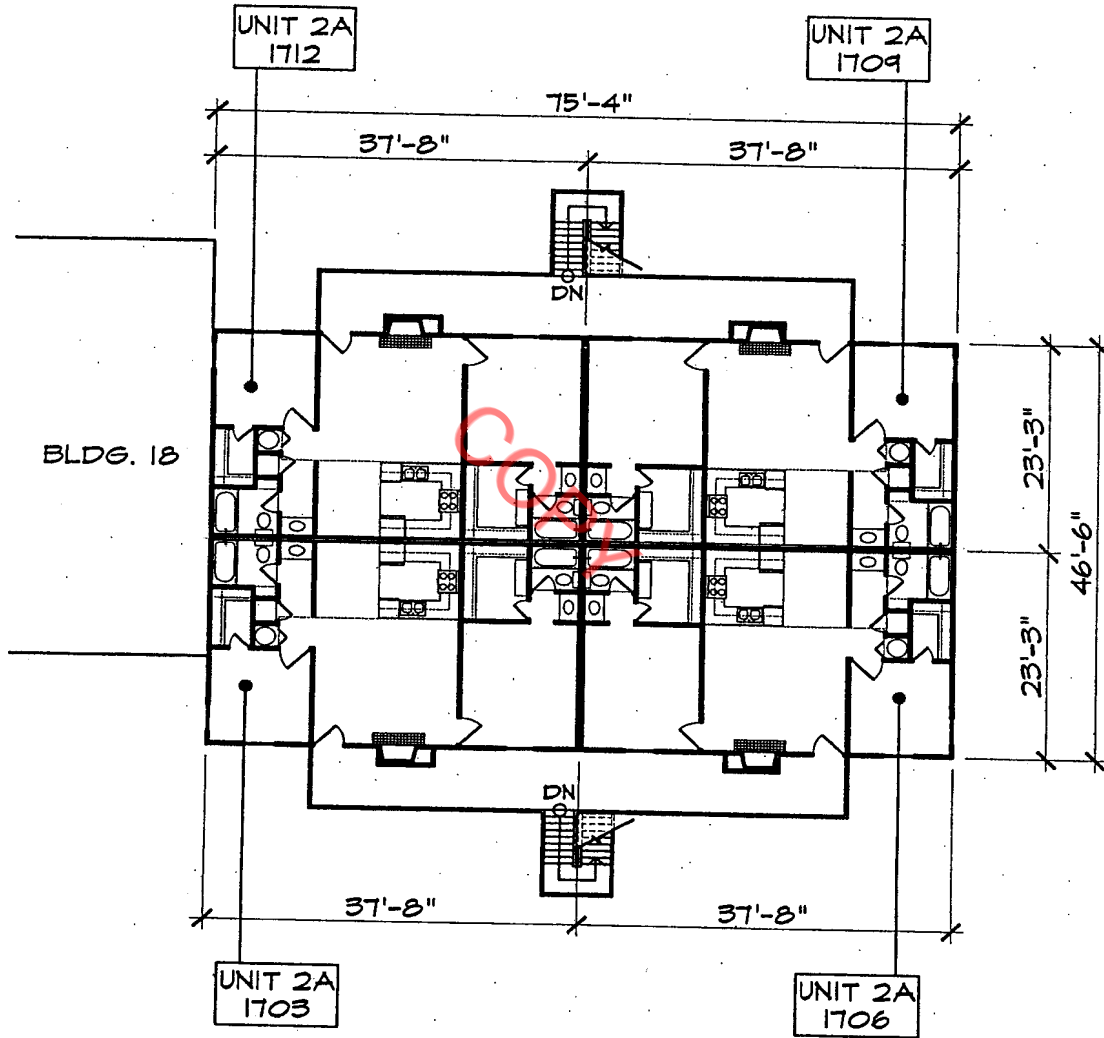
Brown Doane Architects, Inc.
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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING 17 THIRD FLOOR PLAN

1
A2.107

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

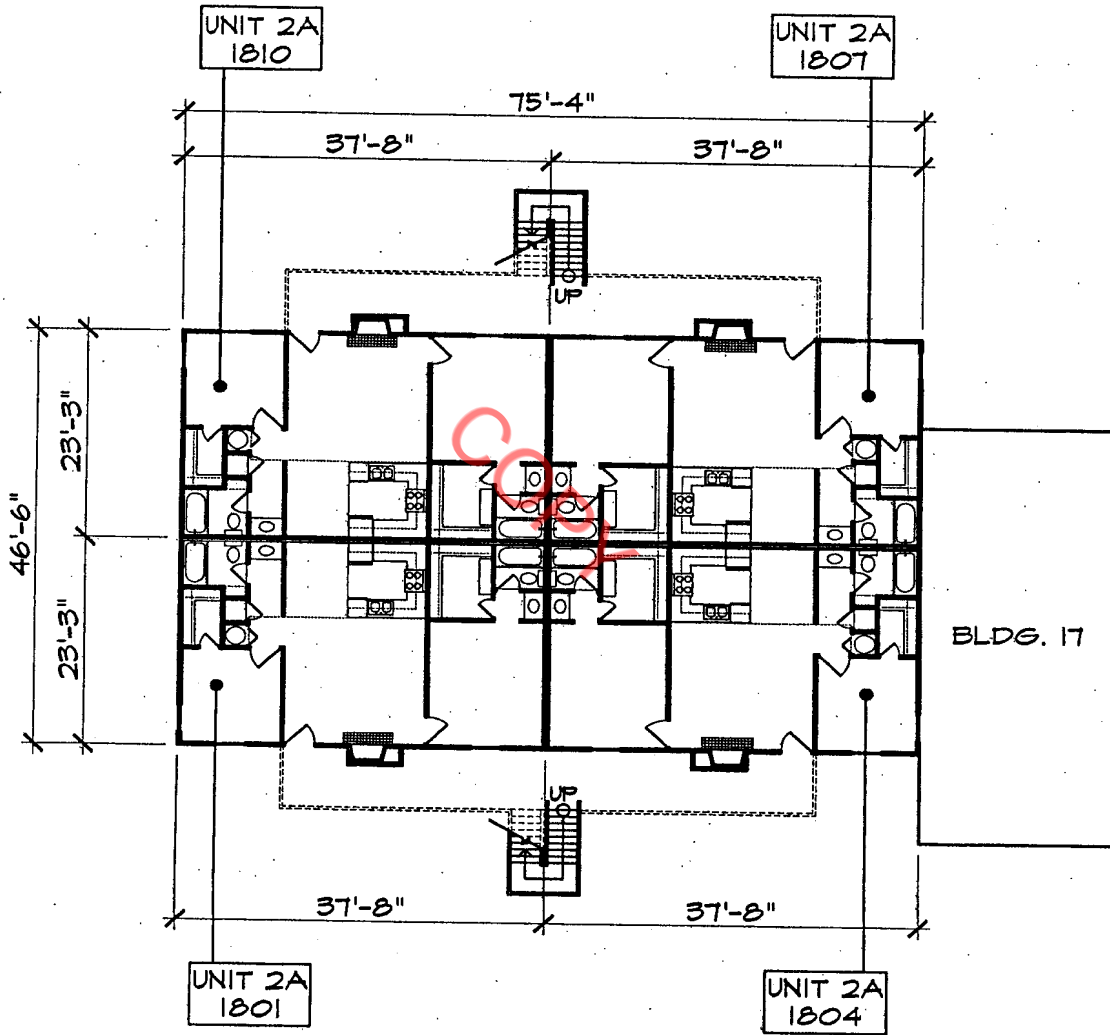
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO
BUILDING 18 FIRST FLOOR PLAN

1
A2.108

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

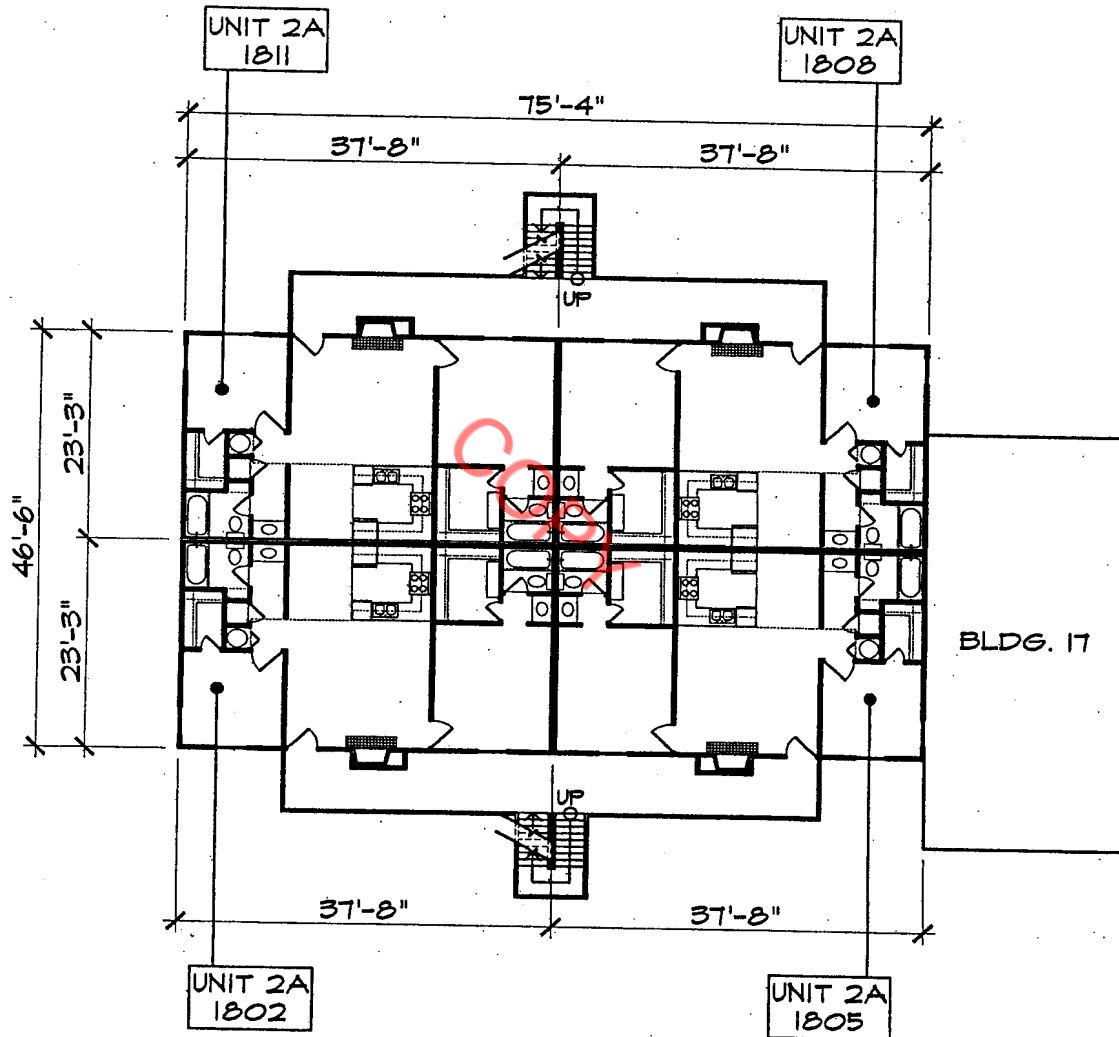
PREPARED BY:

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Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

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PHASE TWO BUILDING 18 SECOND FLOOR PLAN

1
A2.109

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

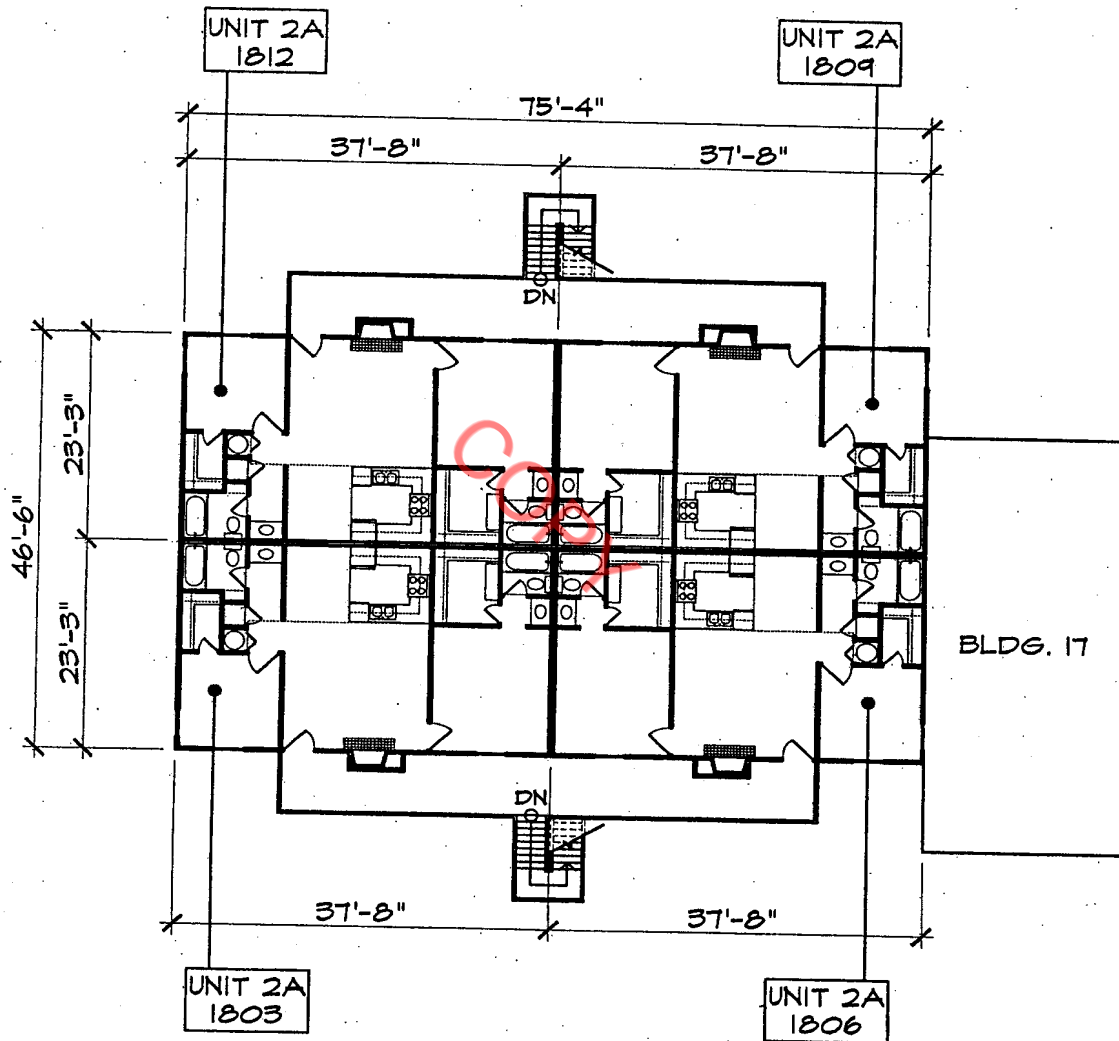
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING 18 THIRD FLOOR PLAN

1
A2.110

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

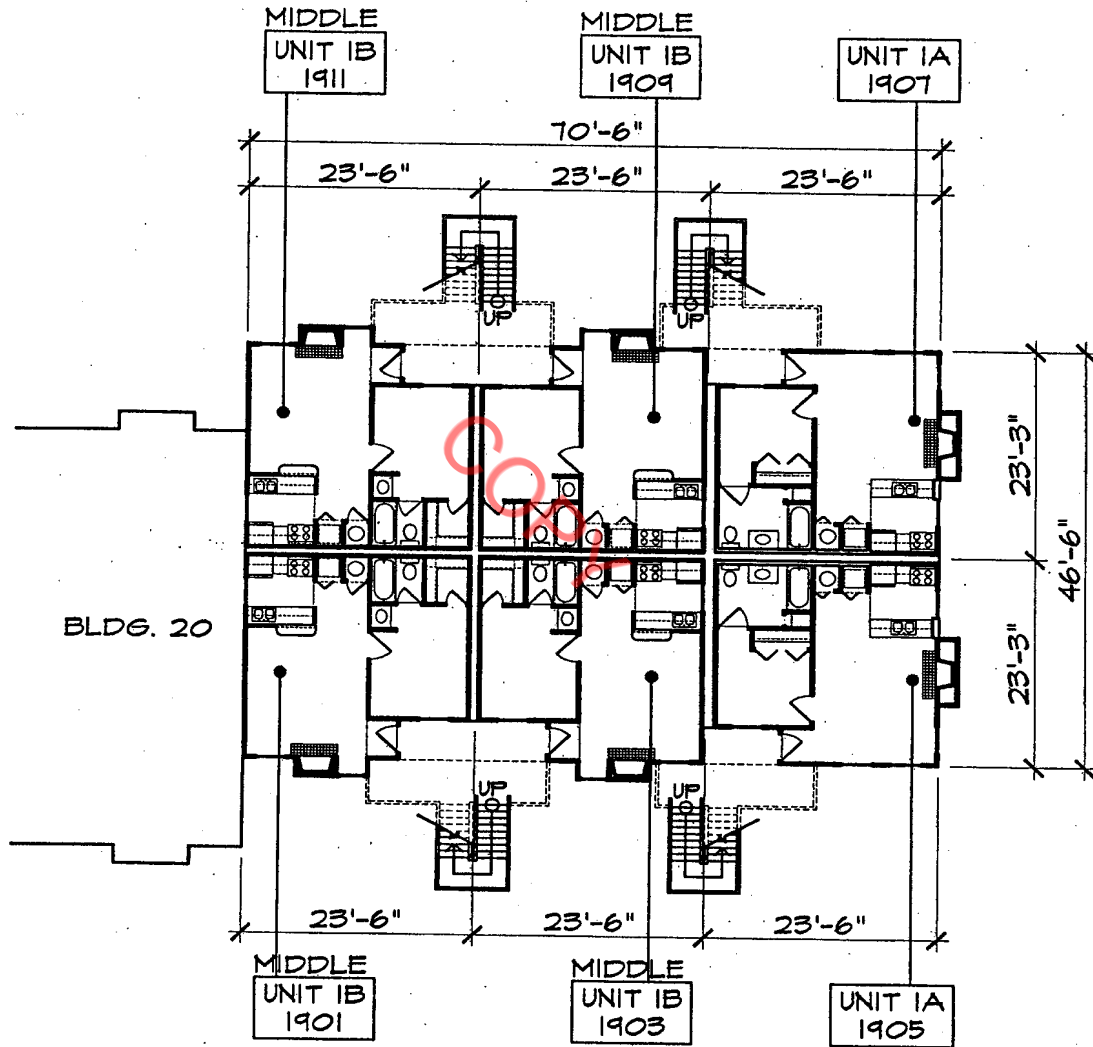
PREPARED BY:

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1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO
BUILDING 19 FIRST FLOOR PLAN

1
A2.111

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

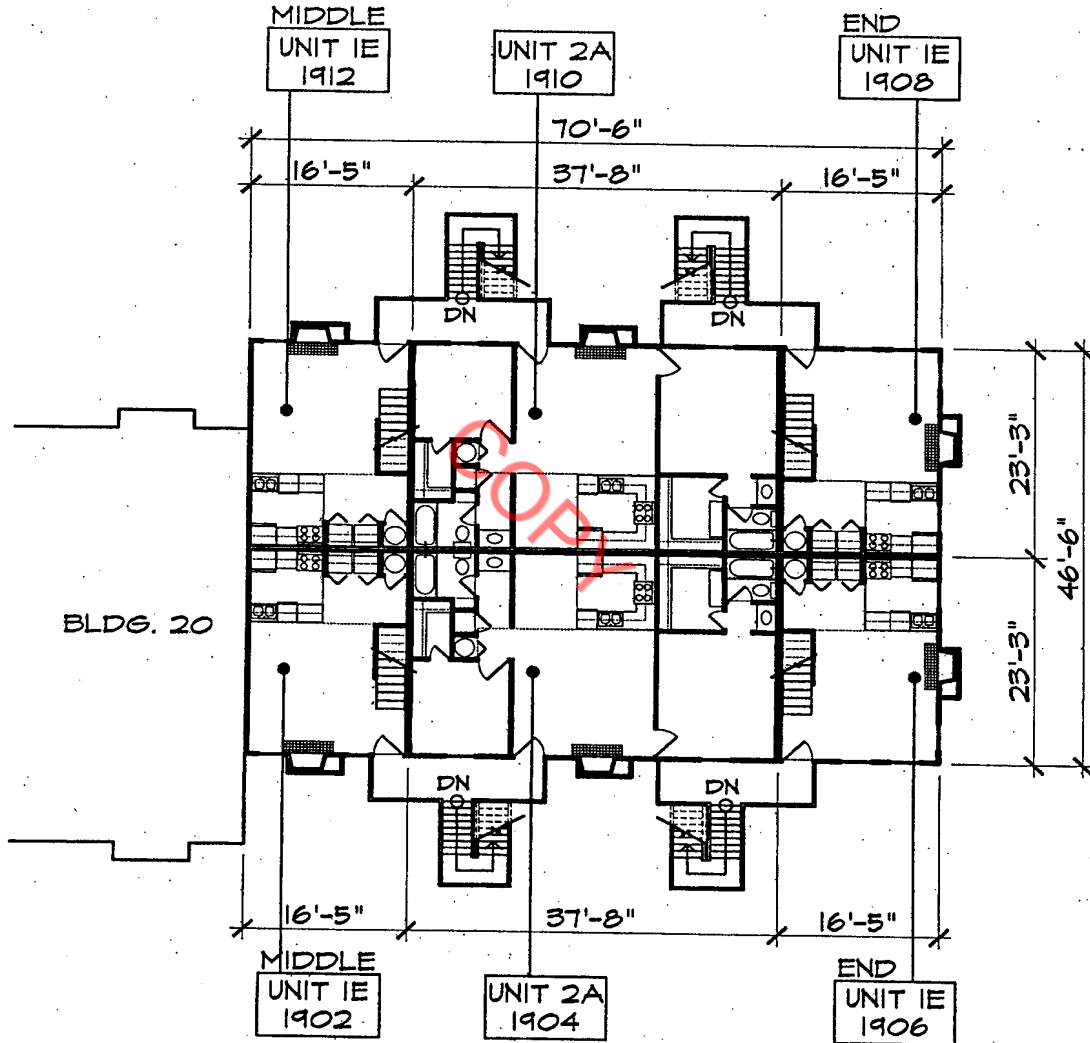
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING 19 SECOND FLOOR PLAN

1
A2.112

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

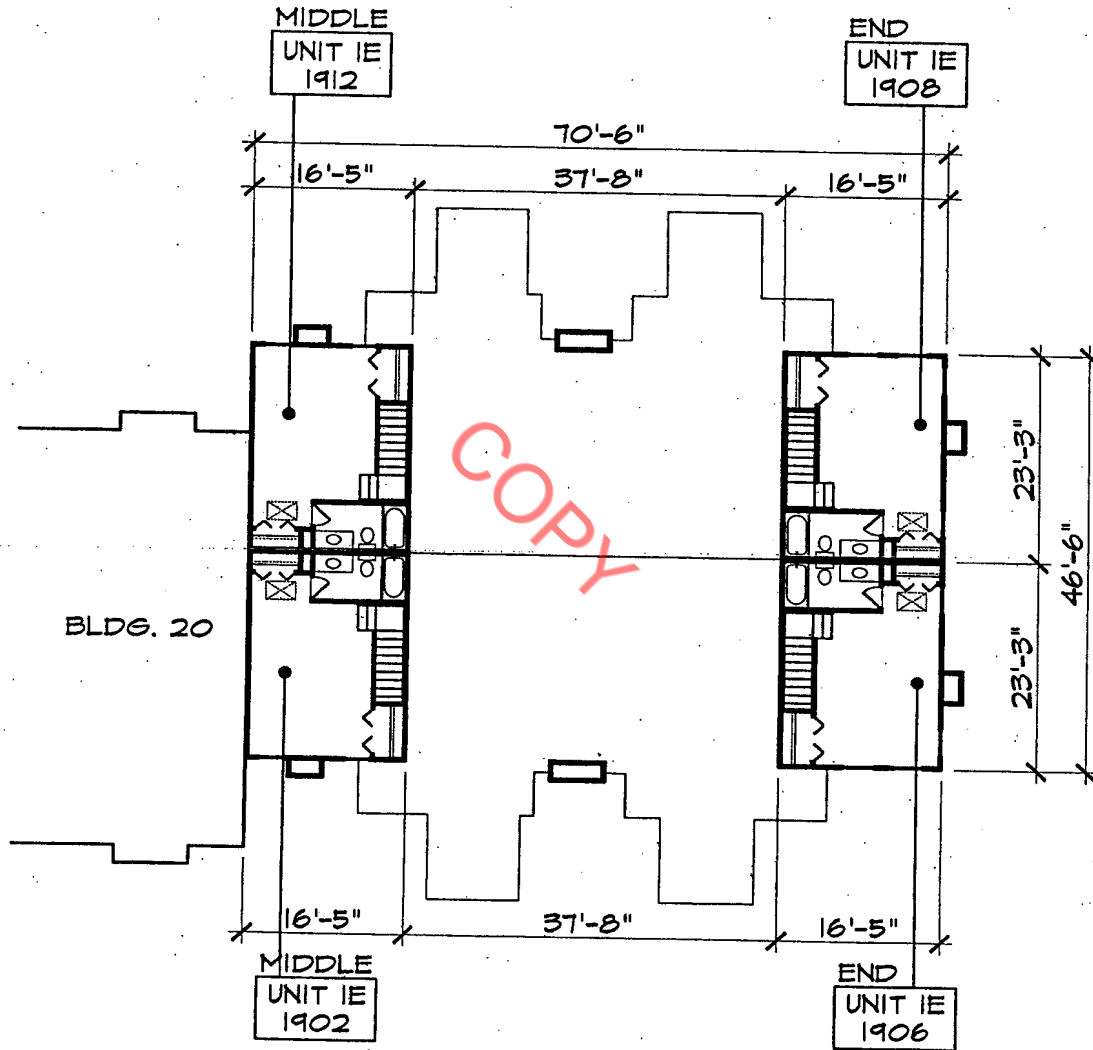
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING 19 THIRD FLOOR PLAN

1
A2.113

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

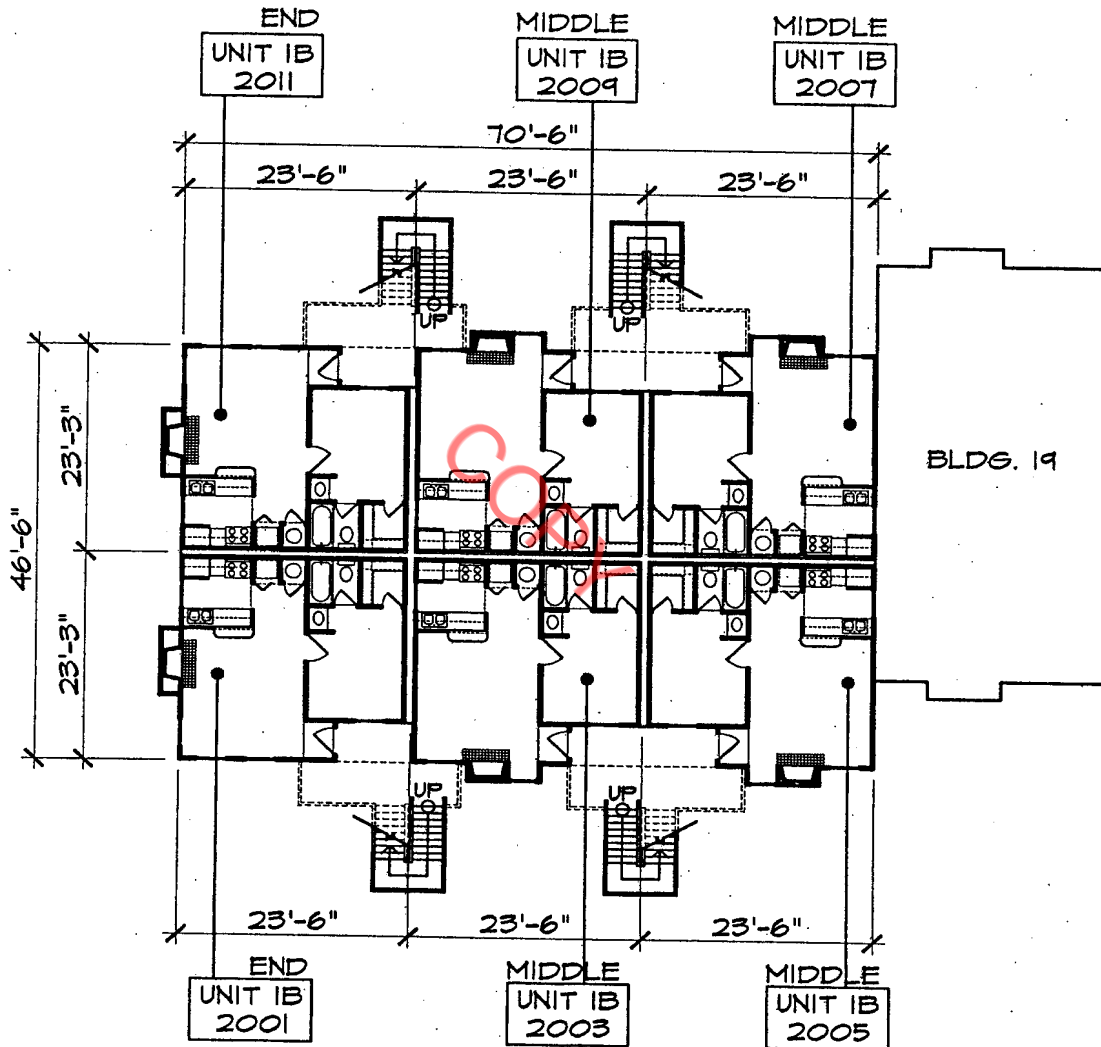
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING 20 FIRST FLOOR PLAN

1
A2.114

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

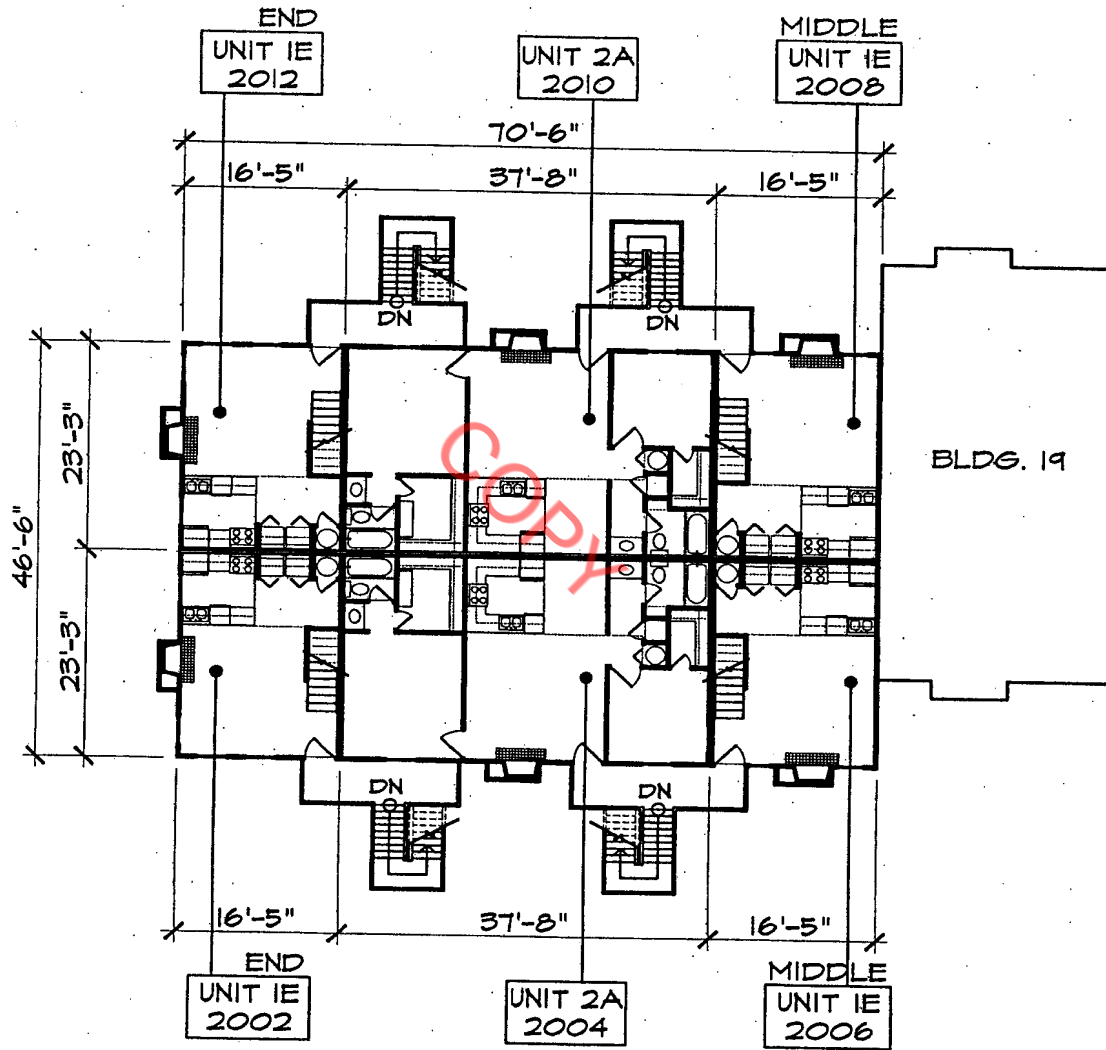
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO
BUILDING 20 SECOND FLOOR PLN

1
12.115

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

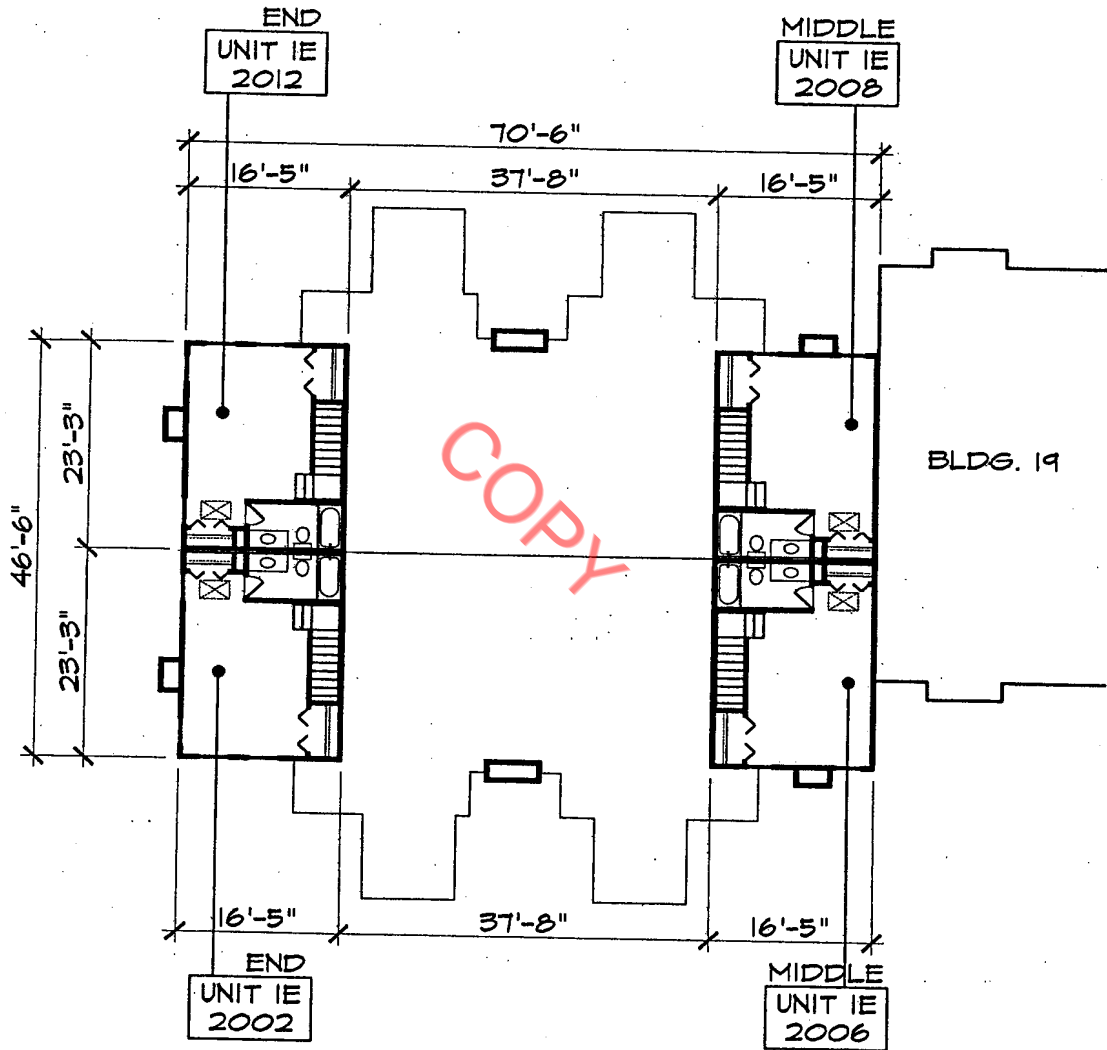
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING 20 THIRD FLOOR PLAN

1
A2.116

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL.

PREPARED BY:

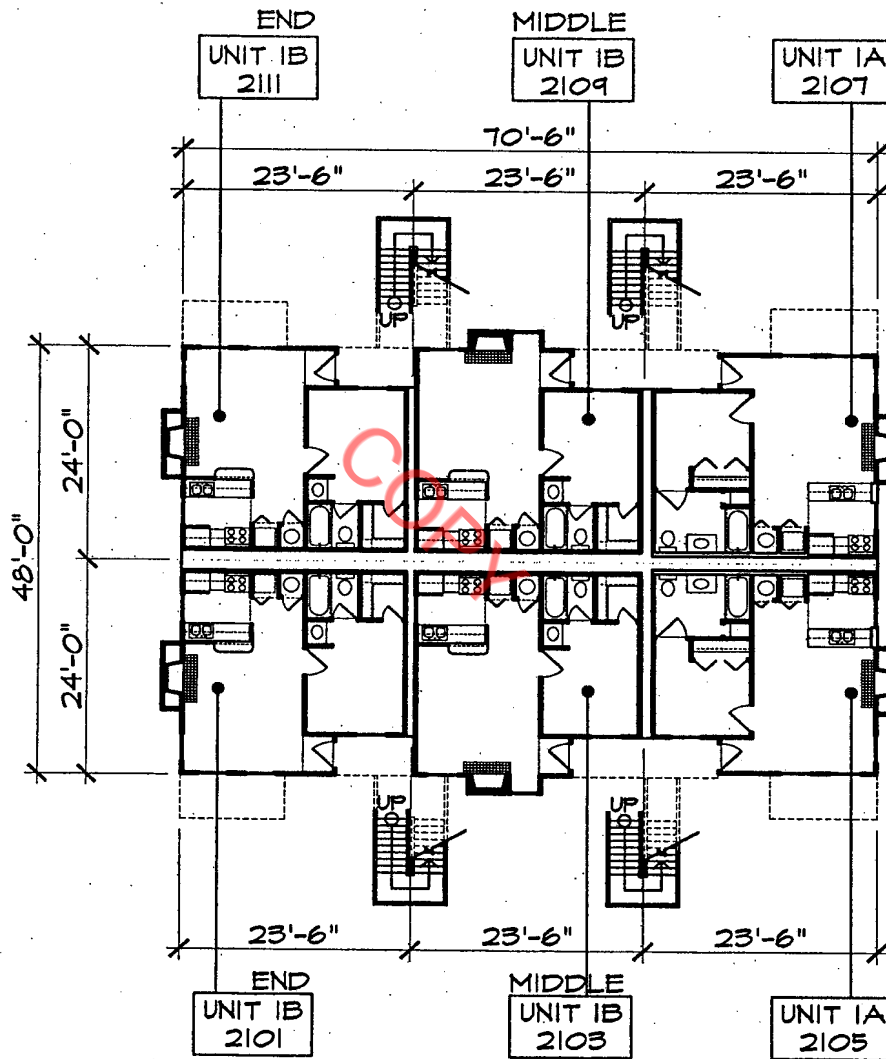
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING 21 FIRST FLOOR PLAN

1
A2.117

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

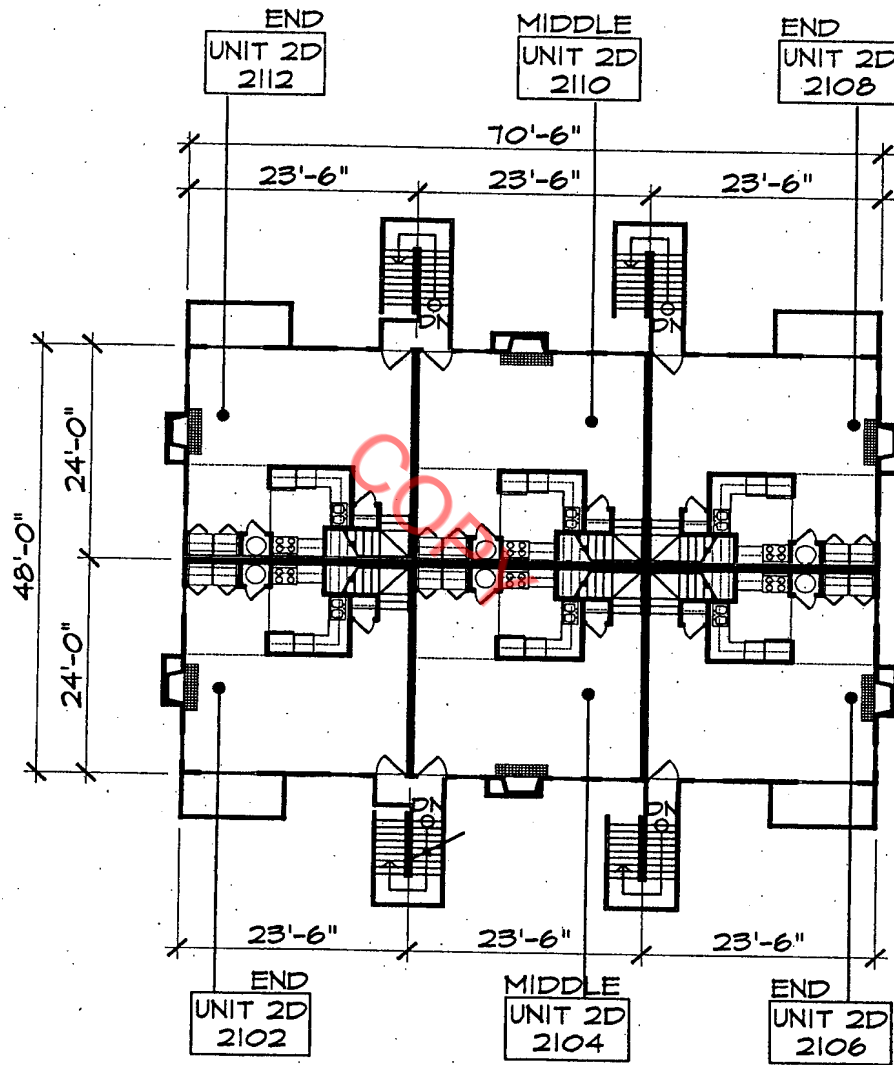
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO BUILDING 21 SECOND FLOOR PLAN

1
A2.118

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

PREPARED BY:

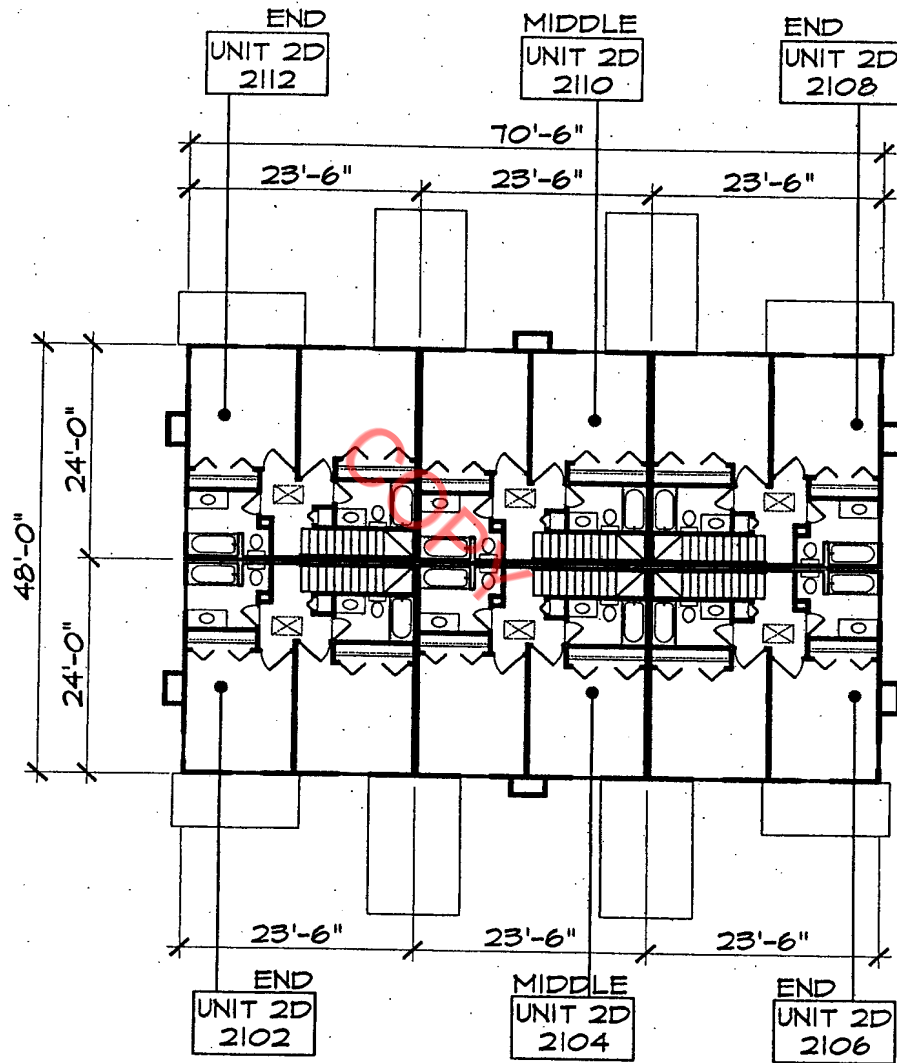
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO BUILDING 21 THIRD FLOOR PLAN

1
A2.119

SCALE: 1" = 20'-0"

ALL DIMENSIONS ARE TO OUTSIDE OF UNIT WALL

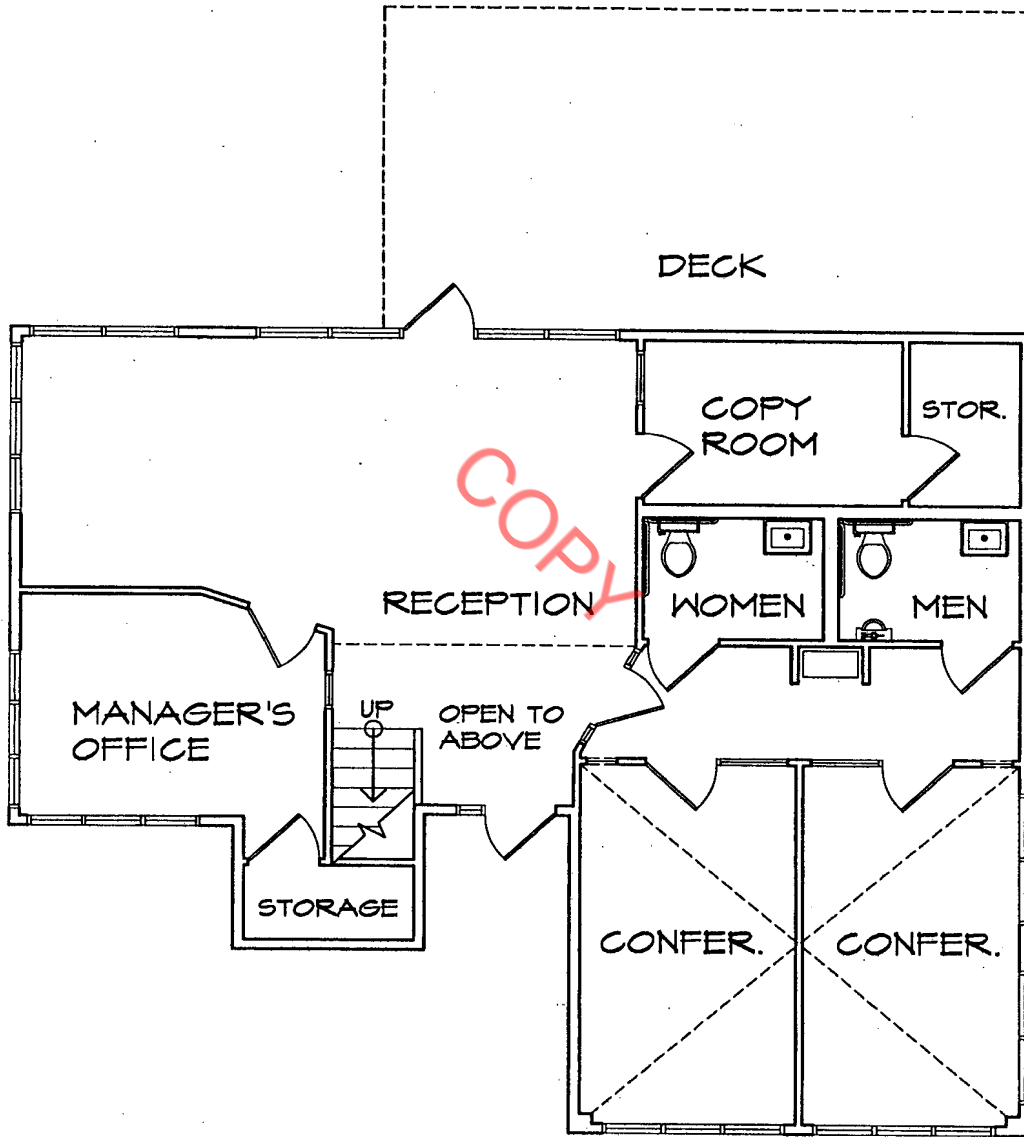
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO
NON-RESIDENTIAL UNIT 1st FLR PLN

1
A7.1

SCALE: 1/8" = 1'-0"

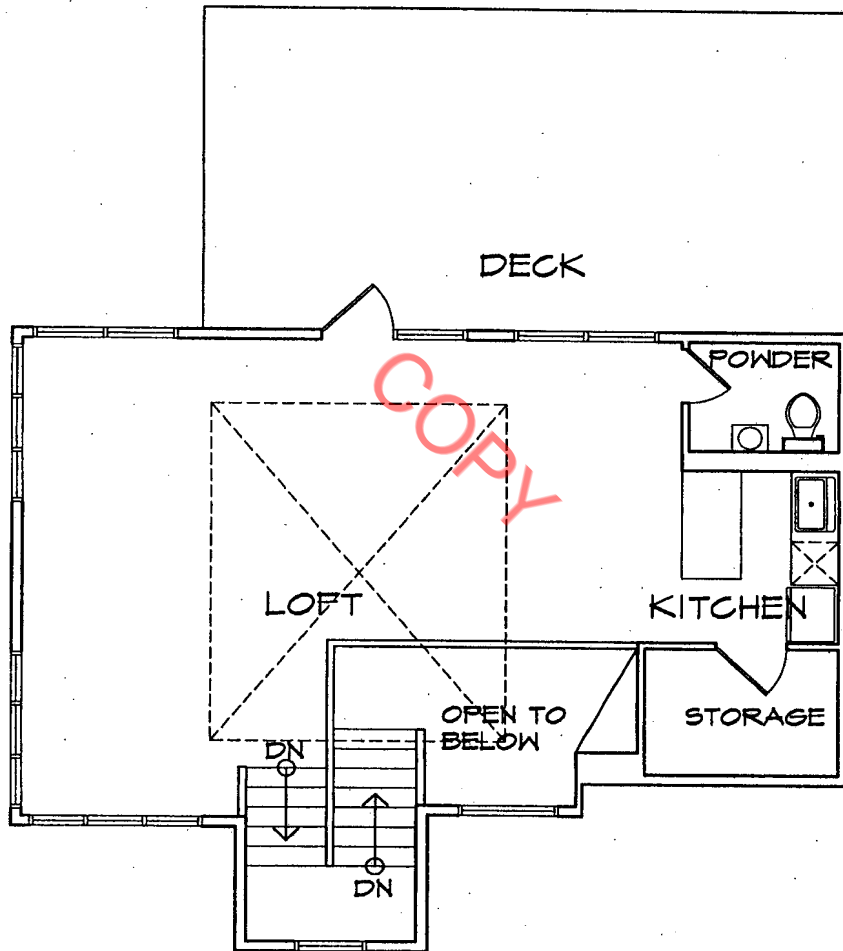
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO NON-RESIDENTIAL UNIT 2nd FLR PLN

1
A7.2

SCALE: 1/8" = 1'-0"

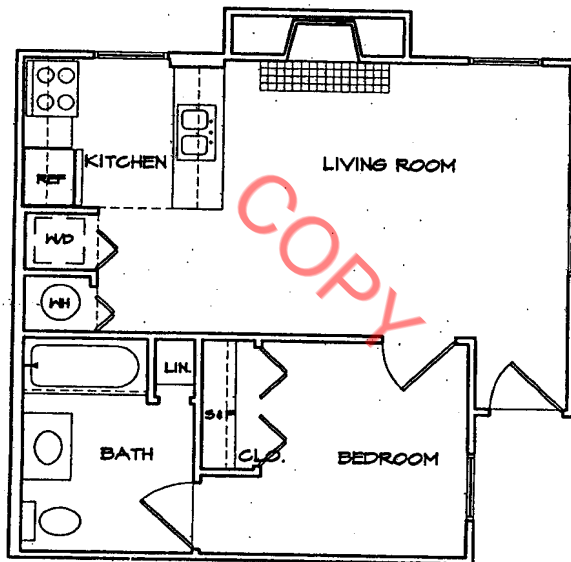
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO ONE BEDROOM "A" FLOOR PLAN

1
A4.8

SCALE: 1/8" = 1'-0"

UNITS: 1001, 1011, 1401, 1411, 1905, 1907, 2105, 2107	NET SQ. FT. = 463 GROSS SQ. FT. = 507 PATIO SQ. FT. = 0
--	---

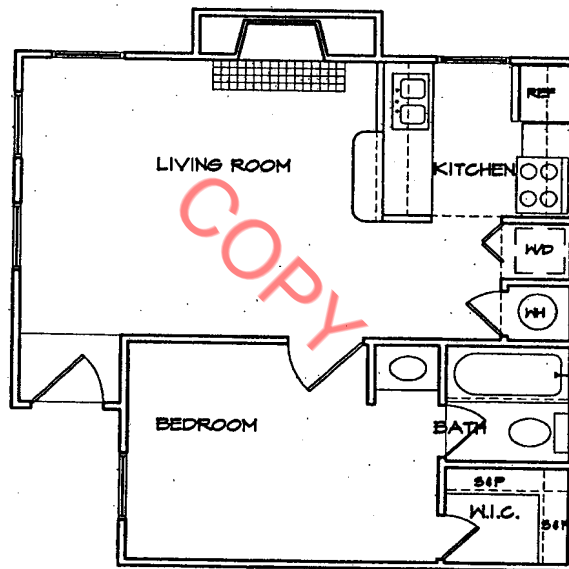
PREPARED BY:
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



PHASE TWO ONE BEDROOM "B" END FLR PLAN

1
A4.9

SCALE: 1/8" = 1'-0"

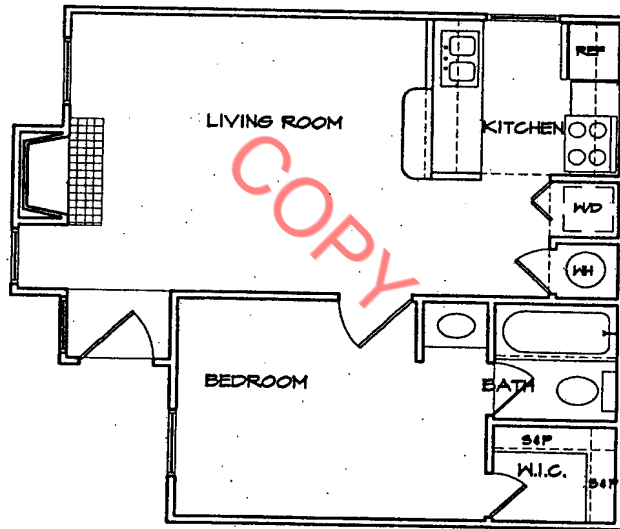
<p>UNITS: 201, 205, 207, 211, 301, 305, 307, 311, 1005, 1007, 1405, 1407, 1901, 1911, 2001, 2011, 2101, 2111</p>	<p>NET SQ. FT. = 469 GROSS SQ. FT. = 511 PATIO SQ. FT. = 0</p>
--	--

PREPARED BY:
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



PHASE TWO ONE BEDRM "B" MIDDLE FLR PLN

1
A4.10

SCALE: 1/8" = 1'-0"

UNITS:

203, 209, 303, 309, 1003, 1009, 1403, 1409, 1903, 1909,
2003, 2005, 2007, 2009, 2103, 2109

NET SQ. FT.	= 475
GROSS SQ. FT.	= 511
PATIO SQ. FT.	= 0

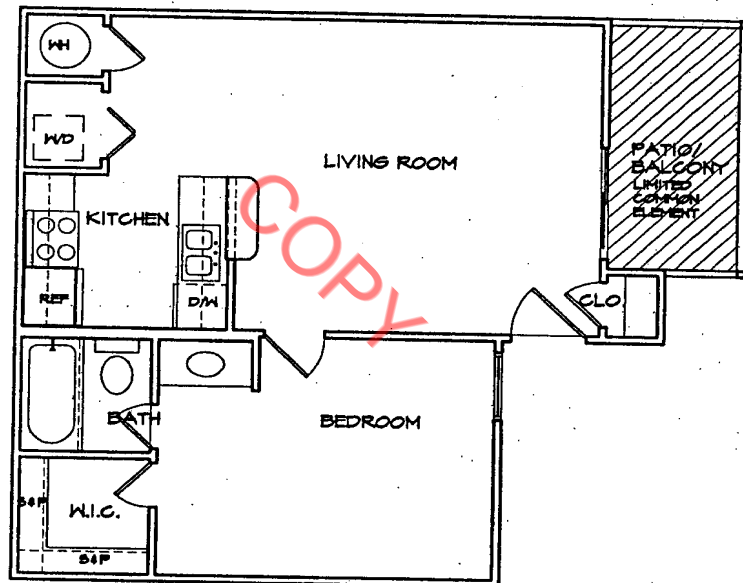
PREPARED BY:

Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500


EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



LEGEND:

 LIMITED COMMON ELEMENT

**PHASE TWO
ONE BEDROOM "C" FLOOR PLAN**

1
A4.11

SCALE: 1/8" = 1'-0"

UNITS: 102, 103, 606, 607, 702, 703, 806, 807, 902, 903, 1206, 1207, 1302, 1303, 1506, 1507, 1602, 1603	NET SQ. FT. = 546 GROSS SQ. FT. = 638 PATIO SQ. FT. = 57
--	---

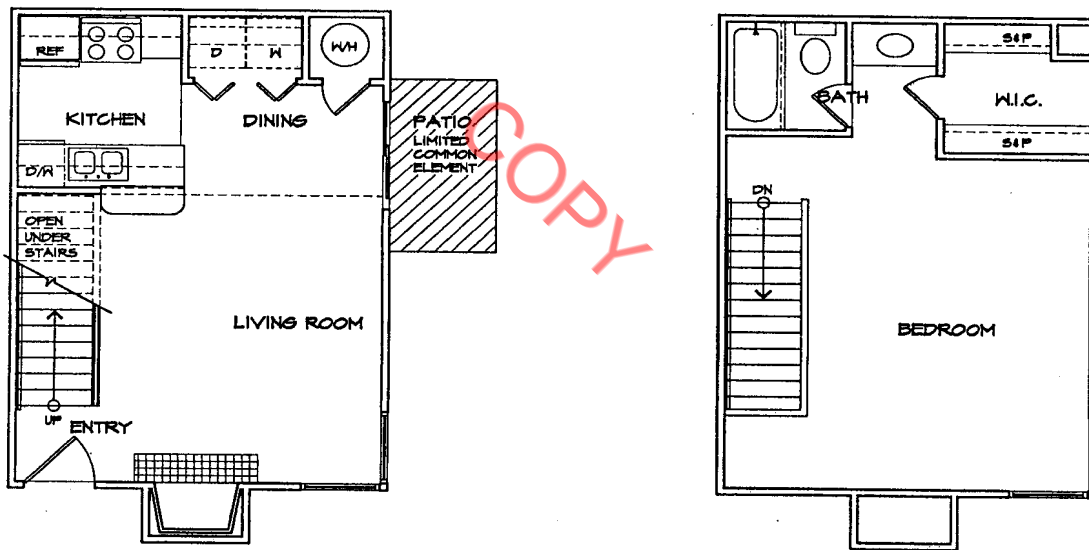
PREPARED BY:
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 603-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



LEGEND:

 LIMITED COMMON ELEMENT

1
A4.12

PHASE TWO
ONE BEDROOM "D" FLOOR PLAN

SCALE: 1/8" = 1'-0"

<p>UNITS: 105, 108, 601, 604, 705, 708, 801, 804, 905, 908, 1201, 1204, 1305, 1308, 1501, 1504, 1605, 1608</p>	<p>NET SQ. FT. = 633 GROSS SQ. FT. = 738 PATIO SQ. FT. = 36</p>
--	---

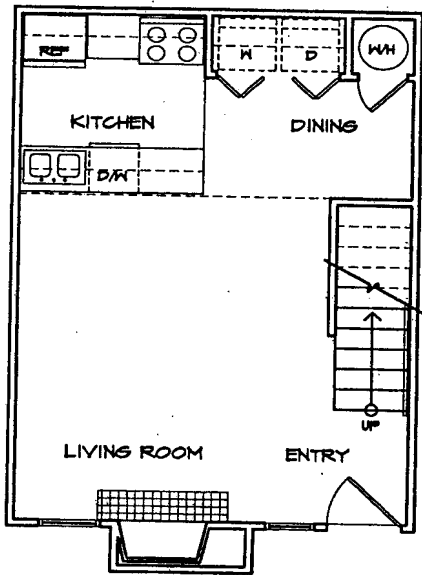
PREPARED BY:
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

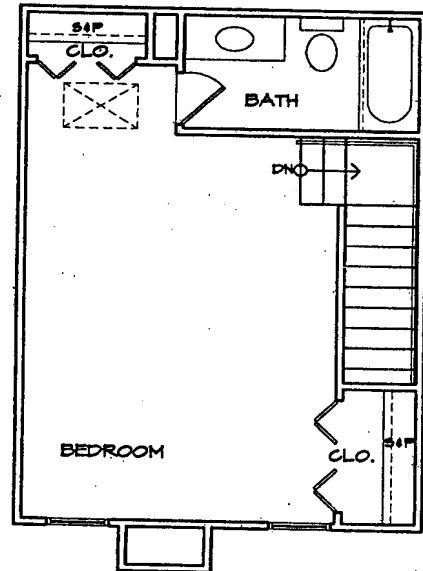
SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



COPY



PHASE TWO ONE BEDRM "E" MIDDLE FLR PLN

1
A4.14

SCALE: 1/8" = 1'-0"

UNITS:

202, 206, 208, 212, 1402, 1406, 1408, 1412, 1902, 1912,
2006, 2008

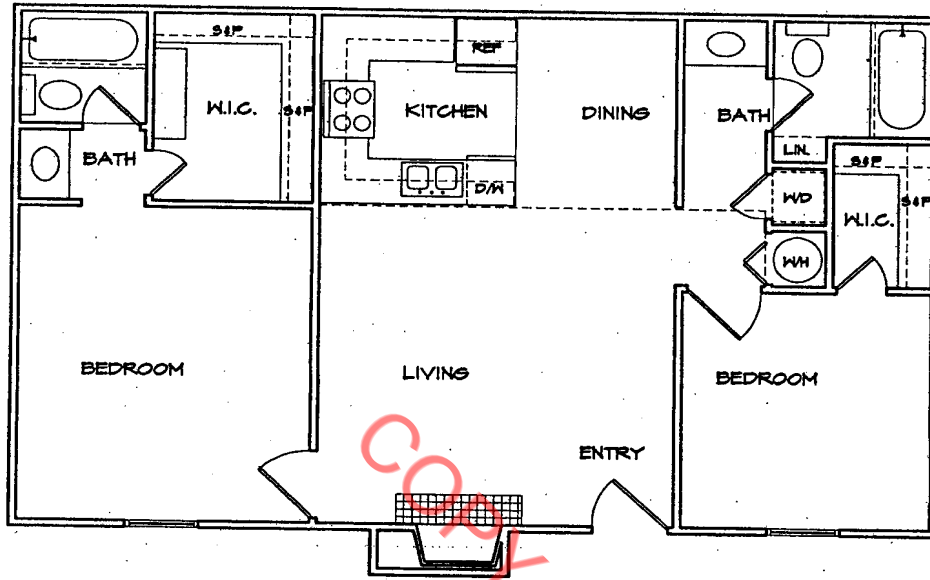
NET SQ. FT.	=	690
GROSS SQ. FT.	=	755
PATIO SQ. FT.	=	0

PREPARED BY:
Brown Doane Architects, Inc.
1575 Northside Drive NW Suite 350
Atlanta, Georgia 30318
(404) 803-3500

EXHIBIT:

SHEET:

Summer House in Old Ponte Vedra Condominium Ponte Vedra, Florida



- UNITS:
 204, 210, 401, 402, 403, 404, 405, 406, 407, 408, 409,
 410, 411, 412, 501, 502, 503, 504, 505, 506, 507, 508,
 509, 510, 511, 512, 1101, 1102, 1103, 1104, 1105, 1106, 1107,
 1108, 1109, 1110, 1111, 1112, 1404, 1410, 1701, 1702, 1703, 1704,
 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1801, 1802,
 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812,
 1904, 1910, 2004, 2010

PHASE TWO TWO BEDROOM "A" FLOOR PLAN

1
A4.15

SCALE: 1/8" = 1'-0"

NET SQ. FT.	= 840
GROSS SQ. FT.	= 887
PATIO SQ. FT.	= 0

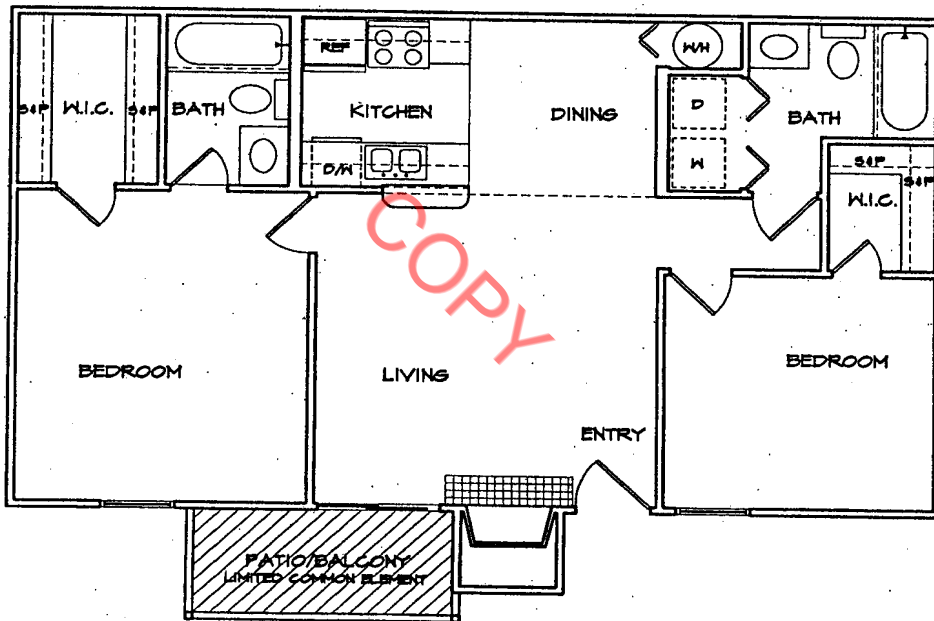
PREPARED BY:
 Brown Doane Architects, Inc.
 1575 Northside Drive NW Suite 350
 Atlanta, Georgia 30318
 (404) 603-3500

EXHIBIT:


SHEET:

Summer House in Old Ponte Vedra Condominium

Ponte Vedra, Florida



LEGEND:

 LIMITED COMMON ELEMENT

PHASE TWO
TWO BEDROOM "B" FLOOR PLAN

1
 A4.16

SCALE: 1/8" = 1'-0"

UNITS: 106, 107, 602, 603, 706, 707, 802, 803, 906, 907, 1202, 1203, 1306, 1307, 1502, 1503, 1606, 1607	NET SQ. FT. = 810 GROSS SQ. FT. = 916 PATIO SQ. FT. = 50
---	---

PREPARED BY:
Brown Doane Architects, Inc.
 1575 Northside Drive NW Suite 350
 Atlanta, Georgia 30318
 (404) 603-3500

EXHIBIT:

SHEET:

EXHIBIT "3"
TO
DECLARATION OF SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM
FRACTIONAL INTERESTS IN COMMON ELEMENTS,
AND SHARE OF COMMON EXPENSES AND COMMON SURPLUS

The Units in Phase I of Summer House in Old Ponte Vedra Condominium will have Fractional Interests in Common Elements and Fractional Shares in Common Expenses and Common Surplus based upon their respective share of the Total Square Footage of all Units as set forth on the following page.

The foregoing determination is based upon the square footage of heated and air conditioned space contained within the Units. The as built square footages may vary from the foregoing, but no adjustment shall be made in the foregoing assignment of shares.

At such time as the Subsequent Phase is subjected to the Declaration, the Units shall be assigned a fractional interest in the Common Elements and share in the Common Expenses and Surplus, the numerator of which is the number of square footage of heated and air conditioned space in Unit and the denominator of which is total of the square footage of heated and air conditioned space for all Units.

COPY

EXHIBIT "3"
Percent Ownership Interests

PHASE I

<u>Unit #</u>	<u>Size</u>	<u>Percent</u>	<u>Unit #</u>	<u>Size</u>	<u>Percent</u>	<u>Unit #</u>	<u>Size</u>	<u>Percent</u>
701	1,113	0.2763%	787	1,215	0.3016%	873	1,033	0.2565%
702	790	0.1961%	788	790	0.1961%	874	1,033	0.2565%
703	1,113	0.2763%	789	1,215	0.3016%	875	1,033	0.2565%
704	790	0.1961%	790	1,215	0.3016%	876	1,033	0.2565%
705	1,330	0.3302%	791	790	0.1961%	877	734	0.1822%
706	1,215	0.3016%	792	1,215	0.3016%	878	734	0.1822%
707	1,330	0.3302%	793	790	0.1961%	879	890	0.2210%
708	1,215	0.3016%	794	790	0.1961%	880	890	0.2210%
709	790	0.1961%	795	1,113	0.2763%	881	890	0.2210%
710	790	0.1961%	796	790	0.1961%	882	890	0.2210%
711	790	0.1961%	797	1,113	0.2763%	883	734	0.1822%
712	790	0.1961%	798	1,113	0.2763%	884	734	0.1822%
713	1,215	0.3016%	799	1,113	0.2763%	885	734	0.1822%
714	790	0.1961%	800	1,113	0.2763%	886	734	0.1822%
715	1,215	0.3016%	801	1,113	0.2763%	887	890	0.2210%
716	790	0.1961%	802	1,215	0.3016%	888	890	0.2210%
717	790	0.1961%	803	1,330	0.3302%	889	890	0.2210%
718	790	0.1961%	804	1,215	0.3016%	890	890	0.2210%
719	790	0.1961%	805	1,330	0.3302%	891	1,033	0.2565%
720	790	0.1961%	806	790	0.1961%	892	1,033	0.2565%
721	790	0.1961%	807	1,215	0.3016%	893	1,033	0.2565%
722	1,215	0.3016%	808	790	0.1961%	894	1,033	0.2565%
723	790	0.1961%	809	1,215	0.3016%	895	1,033	0.2565%
724	1,215	0.3016%	810	1,113	0.2763%	896	1,033	0.2565%
725	1,215	0.3016%	811	790	0.1961%	897	890	0.2210%
726	1,113	0.2763%	812	1,113	0.2763%	898	890	0.2210%
727	1,215	0.3016%	813	790	0.1961%	899	890	0.2210%
728	1,113	0.2763%	814	1,215	0.3016%	900	734	0.1822%
729	1,113	0.2763%	815	790	0.1961%	901	1,033	0.2565%
730	1,215	0.3016%	816	1,215	0.3016%	902	1,033	0.2565%
731	1,113	0.2763%	817	790	0.1961%	903	734	0.1822%
732	1,215	0.3016%	818	790	0.1961%	904	890	0.2210%
733	1,330	0.3302%	819	1,113	0.2763%	905	890	0.2210%
734	1,330	0.3302%	820	790	0.1961%	906	890	0.2210%

PHASE I

Unit #	Size	Percent	Unit #	Size	Percent	Unit #	Size	Percent	Unit #	Size	Percent
735	1,330	0.3302%	821	1,113	0.2763%	907	1,033	0.2565%			
736	1,330	0.3302%	822	1,215	0.3016%	908	1,033	0.2565%			
737	1,113	0.2763%	823	1,215	0.3016%	909	1,033	0.2565%			
738	1,113	0.2763%	825	890	0.2210%	910	1,033	0.2565%			
739	1,113	0.2763%	826	890	0.2210%	911	1,033	0.2565%			
740	1,113	0.2763%	827	734	0.1822%	912	1,033	0.2565%			
741	790	0.1961%	828	734	0.1822%	913	890	0.2210%			
742	1,330	0.3302%	829	734	0.1822%	914	890	0.2210%			
743	790	0.1961%	830	734	0.1822%	915	890	0.2210%			
744	1,330	0.3302%	831	890	0.2210%	916	734	0.1822%			
745	790	0.1961%	832	890	0.2210%	917	734	0.1822%			
746	1,113	0.2763%	833	890	0.2210%	918	890	0.2210%			
747	790	0.1961%	834	890	0.2210%	919	890	0.2210%			
748	1,113	0.2763%	835	734	0.1822%	920	734	0.1822%			
749	1,113	0.2763%	836	734	0.1822%	921	734	0.1822%			
750	1,113	0.2763%	837	1,033	0.2565%	922	890	0.2210%			
751	1,113	0.2763%	838	1,033	0.2565%	923	890	0.2210%			
752	1,113	0.2763%	839	1,033	0.2565%	924	734	0.1822%			
753	790	0.1961%	840	1,033	0.2565%	925	734	0.1822%			
754	1,113	0.2763%	841	1,033	0.2565%	926	890	0.2210%			
755	790	0.1961%	842	1,033	0.2565%	927	890	0.2210%			
756	1,113	0.2763%	843	1,033	0.2565%	928	890	0.2210%			
757	1,215	0.3016%	844	1,033	0.2565%	929	1,033	0.2565%			
758	1,330	0.3302%	845	1,033	0.2565%	930	1,033	0.2565%			
759	1,215	0.3016%	846	1,033	0.2565%	931	1,033	0.2565%			
760	1,330	0.3302%	847	890	0.2210%	932	1,033	0.2565%			
761	1,113	0.2763%	848	890	0.2210%	933	1,033	0.2565%			
762	1,113	0.2763%	849	890	0.2210%	934	1,033	0.2565%			
763	1,113	0.2763%	850	890	0.2210%	935	890	0.2210%			
764	1,113	0.2763%	851	734	0.1822%	936	890	0.2210%			
765	1,113	0.2763%	852	734	0.1822%	937	890	0.2210%			
766	790	0.1961%	853	1,033	0.2565%	938	890	0.2210%			
767	1,113	0.2763%	854	1,033	0.2565%	939	1,033	0.2565%			
768	790	0.1961%	855	1,033	0.2565%	940	1,033	0.2565%			
769	1,215	0.3016%	856	1,033	0.2565%	941	1,033	0.2565%			
770	1,215	0.3016%	857	734	0.1822%	942	1,033	0.2565%			
771	1,215	0.3016%	858	734	0.1822%	943	1,033	0.2565%			
772	1,215	0.3016%	859	890	0.2210%	944	1,033	0.2565%			
773	1,113	0.2763%	860	890	0.2210%	945	734	0.1822%			

PHASE I

<u>Unit #</u>	<u>Size</u>	<u>Percent</u>	<u>Unit #</u>	<u>Size</u>	<u>Percent</u>	<u>Unit #</u>	<u>Size</u>	<u>Percent</u>
774	1113	0.2763%	861	890	0.2210%	946	734	0.1822%
775	1113	0.2763%	862	890	0.2210%	947	890	0.2210%
776	1113	0.2763%	863	734	0.1822%	948	890	0.2210%
778	1113	0.2763%	864	734	0.1822%			
779	1113	0.2763%	865	734	0.1822%			
780	1113	0.2763%	866	734	0.1822%			
781	1113	0.2763%	867	890	0.2210%			
782	790	0.1961%	868	890	0.2210%			
783	1215	0.3016%	869	890	0.2210%			
784	790	0.1961%	870	890	0.2210%			
785	1215	0.3016%	871	734	0.1822%			
786	790	0.1961%	872	734	0.1822%			

COPY

EXHIBIT "4"
TO
DECLARATION OF SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM
PROPOSED ARTICLES OF INCORPORATION
SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM ASSOCIATION, INC.

COPY

**ARTICLES OF INCORPORATION
OF
SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation shall be SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM ASSOCIATION, INC., which is hereinafter referred to as the "Association".

**ARTICLE 2
OFFICE**

The principal office and mailing address of the Association shall be at 1575 Northside Drive, Suite 200, Atlanta, Georgia 30318, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 3
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in St. Johns County, Florida, and known as SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM (the "Condominium").

**ARTICLE 4
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of the Condominium to be recorded in the Public Records of St. Johns County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 5
POWERS**

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the Bylaws or the Act.

5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the Bylaws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Unit Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To assume all of Developer's and/or its affiliates' responsibilities to the County, and its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by the County, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

(c) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.

(d) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property, and other property acquired or leased by the Association.

(e) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(f) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association Property and for the health, comfort, safety and welfare of the Unit Owners.

(g) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(h) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Condominium Property and Association Property.

(i) To contract for the management and maintenance of the Condominium Property and/or Association Property and to authorize a management agent (which may be an affiliate of the Developer) 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 and Association Property with such 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 Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(j) To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.

(k) The obligation to (i) operate and maintain the surface water management system in accordance with the permit issued by the District, (ii) carry out, maintain, and monitor any required wetland mitigation tasks and (iii) maintain copies of all permitting actions with regard to the District.

(l) To execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of

title, covenants in lieu thereof, etc.) relating to the Condominium Property, and in that regard, each Unit Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit, by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Unit Owner's and mortgagee's agent and attorney-in-fact to execute, any and all such documents or consents.

5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and Bylaws.

ARTICLE 6
MEMBERS

6.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.

6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

6.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each Unit. All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

6.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 7
TERM OF EXISTENCE

The Association shall have perpetual existence, unless dissolved in accordance with applicable law.

ARTICLE 8
INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME

ADDRESS

Theresa Lisecki

1575 Northside Drive, Suite 200
Atlanta, Georgia 30318

ARTICLE 9
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

Theresa Lisecki

1575 Northside Drive, Suite 200
Atlanta, Georgia 30318

Vice President:

Justin Marshall

1575 Northside Drive, Suite 200
Atlanta, Georgia 30318

Treasurer/Secretary:

Tazha Moore

1575 Northside Drive, Suite 200
Atlanta, Georgia 30318

ARTICLE 10
DIRECTORS

10.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors, nor more than nine (9) directors.

Directors need not be members of the Association. Directors, other than the Developer, or its designee, must be Unit Owners (or, if a Unit is owned by a business entity, then the director(s) may be an officer, director, shareholder, manager, or member of such business entity, as applicable) and be natural persons who are 18 years of age or older. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony).

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

10.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

10.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Theresa Lisecki	1575 Northside Drive, Suite 200 Atlanta, Georgia 30318
Justin Marshall	1575 Northside Drive, Suite 200 Atlanta, Georgia 30318
Tazha Moore	1575 Northside Drive, Suite 200 Atlanta, Georgia 30318

10.6 Standards. A Director shall discharge his or her duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his or her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his or her office in compliance with the foregoing standards.

ARTICLE 11
INDEMNIFICATION

11.1 Indemnitees. The Association shall indemnify any person who was, will be or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he or she is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by

judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and, in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

11.2 Indemnification. The Association shall indemnify any person, who was, will be or is a party to any proceeding, or any threat of same, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred, in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Article 11 in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that; despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 11.1 or Section 11.2, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.

11.4 Determination of Applicability. Any indemnification under Section 11.1 or Section 11.2 unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Section 11.1 or Section 11.2. Such determination shall be made:

- (a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
 - (i) selected by the Board of Directors prescribed in Section 11.4(a) or the committee prescribed in Section 11.4(b); or
 - (ii) if a quorum of the Directors cannot be obtained for Section 11.4(a) and the Committee cannot be designated under Section 11.4(b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by Section 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding, or the threat of same, may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 11 shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

11.9 Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The director, officer, employee, or agent is entitled to mandatory indemnification under Section 11.3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to Section 11.7; or

(c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in Section 11.1, Section 11.2, or Section 11.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or acted in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

11.10 Definitions. For purposes of this Article 11, the term “expenses” shall be deemed to include attorneys’ fees and related “out-of-pocket” expenses, including those for any appeals; the term “liability” shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term “proceeding” shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term “agent” shall be deemed to include a volunteer; the term “serving at the request of the Association” shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on, and which are accepted by, such persons.

11.11 Effect. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable law, agreement, vote of members or otherwise.

11.12 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

ARTICLE 12

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE 13

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

13.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 5.3, 5.4 or 5.5 above, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this Section 13.3 shall be effective.

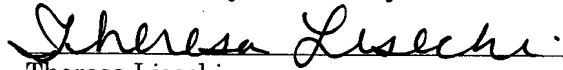
13.4 Developer Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of St. Johns County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

ARTICLE 14
INITIAL REGISTERED OFFICE
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at c/o Holland & Knight LLP, 700 Brickell Avenue, Suite 3000, Miami, Florida 33131-3209 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Intrastate Registered Agent Corporation.

The Incorporator has affixed his signature this 29 day of June, 2005


Theresa Lisecki
Incorporator

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of St. Johns, State of Florida, the Association named in the said articles has named Intrastate Registered Agent Corporation, located at c/o Holland & Knight LLP, 700 Brickell Avenue, Suite 3000, Miami, Florida 33131-3209, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

INTRASTATE REGISTERED AGENT
CORPORATION

By: James L. Main
James L. Main, Vice President

DATED this 25th day of July, 2005.

COPY

EXHIBIT "5"
TO
DECLARATION OF SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM
PROPOSED BYLAWS
SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM ASSOCIATION, INC.

COPY

**BYLAWS
OF
SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM ASSOCIATION, INC.**

*A corporation not for profit organized
under the laws of the State of Florida*

1. Identity. These are the Bylaws of SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.

1.1 Fiscal Year. The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year. The provisions of this Section 1.1 may be amended at any time by a majority of the Board of Directors of the Association.

1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration for SUMMER HOUSE IN OLD PONTE VEDRA CONDOMINIUM, unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of October following the year in which the Declaration is filed.

3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to those agenda items specifically identified in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated operating budget, reference should be made to Section 10.1 of these Bylaws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these Bylaws.

3.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit a Unit Owner to speak on such items in its discretion. Every Unit Owner who

desires to speak at a meeting, may do so, provided that the Unit Owner has filed a written request with the Secretary of the Association not less than 24 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

(a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;

(b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting;

(c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

(d) At least 48 hours (or 24 hours with respect to a Board meeting) prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of an annual or special meeting shall be hand delivered, electronically transmitted or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as last furnished to the Association by the Unit Owner. However, if a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing; or if no address is given or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice for either special or annual meetings, which notice shall incorporate an identification of agenda items, shall be effected not less than fourteen (14) continuous days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of members' meetings shall be posted. In lieu of or in addition to the physical posting of notice of any meeting of the Unit Owners on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or

convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast in excess of 33 1/3% of the votes of members entitled to vote at the subject meeting.

3.6 Voting.

(a) Number of Votes. Except as provided in Section 3.11 hereof, in any meeting of members, the Owners of each Unit shall be entitled to cast the number of votes designated for their Unit as set forth in the Articles. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes Of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the veto of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless a President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until evoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

3.7 Proxies. Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. Limited proxies shall be permitted for votes to the extent permitted by the Act. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for

nonsubstantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

3.8 Adjourned Meeting. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked.

3.9 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Collect any ballots not yet cast;
- (b) Call to order by President;
- (c) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
- (d) Appointment of inspectors of election;
- (e) Counting of Ballots for Election of Directors;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Reading of Minutes;
- (h) Reports of officers;
- (i) Reports of committees;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which all members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors (other than designees of the Developer) must be Unit Owners (or, if a Unit is owned by a business entity, then the director(s) must be an officer, director, shareholder, manager, or member of such business entity, as applicable) and must be natural persons who are 18 years of age or older. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). Directors may not vote at Board meetings by proxy or by secret ballot.

4.2 Election of Directors. Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. Not less than sixty (60) days prior to a scheduled election, the Association shall mail, deliver or electronically transmit to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days prior to the scheduled election. Together with the notice of meeting and agenda sent in accordance with Section 3.4 above, the Association shall then, mail, deliver or electronically transmit a second notice of the meeting, not less than fourteen (14) continuous days prior to the date of the meeting, to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, which must be furnished by the candidate to the Association not less than thirty five (35) days before the election, to be included with

the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

The election of directors shall be by written ballot or voting machine. Proxies shall in no event be used in electing the Board at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a director, in the manner provided by the rules of the Division. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting.

Notwithstanding the provisions of this Section 4.2, an election is not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by members (as addressed in Section 4.3(b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors at any Board meeting (even if the remaining Directors constitute less than a quorum), provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of Section 4.15 hereof shall be filled by the Developer without the necessity of any meeting.

(b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these Bylaws, and the remaining Directors fail to fill the vacancy by appointment of a director in accordance with applicable law, then any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of

Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment. The directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.

4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Meetings of the Board of Directors may be held by telephone conference, with those Directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used so that the conversation of those Directors attending by telephone may be heard by the Directors and any Unit Owners attending such meeting in person. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed, delivered or electronically transmitted to all Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule; and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. In lieu of or in addition to the physical posting of notice of any meeting of the Board on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act. A Director or member of a Committee of the Board of Directors may submit in writing his or her agreement or disagreement with any action taken at a meeting that the board

member or committee member did not attend, but the agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, 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, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).

4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting; but such joinder shall not be used as a vote for or against any particular action taken and shall not allow the applicable Director to be counted as being present for purposes of quorum.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and

Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4.14 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.

4.15 Proviso. Notwithstanding anything to the contrary contained in this Article 4 or otherwise, the Board shall consist of three directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units in the Condominium. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors: (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven (7) years after recordation of the Declaration, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer may transfer control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to Section 4.15(g), which may be ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable to the Condominium:

(a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.

(b) A certified copy of the Articles of Incorporation of the Association.

(c) A copy of the Bylaws of the Association.

(d) The minute book, including all minutes, and other books and records of the Association.

(e) Any rules and regulations which have been adopted.

(f) Resignations of resigning officers and Board members who were appointed by the Developer.

(g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments.

(h) Association funds or the control thereof.

(i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

(j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

(k) A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Condominium and/or Association Property.

(l) Insurance policies.

(m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.

(n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.

(o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

(p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(q) Leases of the Common Elements and other leases to which the Association is a party, if applicable.

(r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

(s) All other contracts to which the Association is a party.

5. Authority of the Board.

5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining all Common Elements and the Association Property.

(b) Determining the expenses required for the operation of the Association and the Condominium.

(c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property.

(d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Article 14 hereof.

(e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefore.

(f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.

(g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee.

(h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.

(i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(j) Obtaining and reviewing insurance for the Condominium and Association Property.

(k) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of Condominium and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. No fine may exceed \$100.00 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a Unit.

(n) Purchasing or leasing Units for use by resident superintendents and other similar persons or for the general use and enjoyment of the Unit Owners.

(o) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of Common Elements (if the need for the funds is unanticipated) or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$50,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this Section 5.1(o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit. Notwithstanding the foregoing, the restrictions on borrowing contained in this Section 5.1(o) shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.

(p) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium and Association Property and authorizing a management agent (who may be an affiliate of the Developer) 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 and Association Property with such 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 Declaration, the Articles, these Bylaws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use.

(r) Executing all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(s) The duty and obligation to comply with any requirements of any Federal, State or local rule, regulation, ordinance, code, project or agreement, relating to the installation, maintenance, repair, restoration, renourishing and/or replacing of the beach/dune system, any seawall, and any crosswalk/boardwalk to and from the beach now or hereafter located upon or adjacent to (even if beyond the legal boundaries of) the Condominium Property.

(t) Responding to Unit Owner inquiries in accordance with Section 718.112(2)(a)(2), Florida Statutes.

(u) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

5.2 Contracts. Any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease or renting of materials or equipment, or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate that exceeds five percent (5%) of the total annual budget, including reserves, the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager; engineering and landscape architect services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-Presidents (whether executive vice-presidents, senior vice-presidents or otherwise), a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the

Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/partnership/trust Unit Owners).

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. A Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7. Fiduciary Duty. The officers and directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, director or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly so solicits, offers to accept or accepts any thing or service of value shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this Section shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

8. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

9. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless

withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.

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

10.1 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for all Condominiums governed and operated by the Association (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium(s) and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted therefore. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide, no reserves or reserves less adequate than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves or reduce the funding of reserves for the first two (2) fiscal years of operation of the Association, beginning with the fiscal year in which the Declaration is recorded, with the vote taken each fiscal year and to be effective for only one annual budget, after which time and until transfer of control of the Association to Unit Owners other than the Developer; reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. Following transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote its voting interest to waive or reduce the funding of reserves. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts; and shall be used only for authorized reserve expenditures, unless their use for any other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests; voting in person or by limited proxy at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be hand delivered, mailed or electronically transmitted to each Unit Owner (at the address last furnished to the Association) not less than fourteen (14) days prior to the meeting of the Board of

Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

(ii) Special Membership Meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of such Assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within twenty-one (21) days following the adoption of the annual budget, a written request for a special meeting, from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days following the adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.

(iii) Determination of Budget Amount. Any determination of whether assessments exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board of Directors does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.

(iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessments, as herein defined, without the approval of a majority of all voting interests.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Section 10.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

10.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 10.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many

equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

10.3 Special Assessments and Assessments for Capital Improvements. Special Assessments and Capital Improvement Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

10.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida, which bank or banks must be insured by the FDIC, as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance. Reserve and operating funds of the Association shall not be commingled unless combined for investment purposes, provided that the funds so commingled shall be accounted for separately and the combined account balance of such commingled funds may not, at any time, be less than the amount identified as reserve funds in the combined account.

10.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the balance of the current budget years' Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the current budget years' Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.

10.6 Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.

10.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and

the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion of a financial report for the preceding fiscal year (the "Financial Report"). Within twenty-one (21) days after the final Financial Report is completed by the Association, or received from a third party, but not later than one hundred twenty (120) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, a copy of the Financial Report to each Unit Owner, or a notice that a copy of the Financial Report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

The Financial Report shall be prepared in accordance with the rules adopted by the Division. The type of Financial Report to be prepared shall, unless modified in the manner set forth below, be based upon the Association's total annual revenues, as follows:

(a) **REPORT OF CASH RECEIPTS AND EXPENDITURES** - if the Association's revenues are less than \$100,000.00 or if the Association operates less than fifty (50) Units (regardless of revenue) [or, if determined by the Board, the Association may prepare any of the reports described in Sections 10.7(b), (c) or (d) below in lieu of the report described in this Section 10.7(a)].

(b) **COMPILED FINANCIAL STATEMENTS** - if the Association's revenues are equal to or greater than \$100,000.00, but less than \$200,000.00 [or, if determined by the Board, the Association may prepare any of the reports described in Sections 10.7(c) or (d) below in lieu of the report described in this Section 10.7(b)].

(c) **REVIEWED FINANCIAL STATEMENTS** - if the Association's revenues are equal to or greater than \$200,000.00, but less than \$400,000.00 [or, if determined by the Board, the Association may prepare the report described in Section 10.7(d) below in lieu of the report described in this Section 10.7(c)].

(d) **AUDITED FINANCIAL STATEMENTS** - if the Association's revenues are equal to or exceed \$400,000.00.

A report of cash receipts and expenditures must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

If approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may prepare or cause to be prepared: (i) a report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement; (ii) a report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or (iii) a report of cash receipts and expenditures, a compiled financial statement or a reviewed financial statement in lieu of an audited financial statement. Such meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. Prior to the time that control of the Association has been turned over to Unit Owners other than the Developer, all Unit Owners, including the Developer, may vote on issues related to the

preparation of financial reports for the first two (2) fiscal years of the Association's operation. Thereafter, until control of the Association has been turned over to Unit Owners other than the Developer, all Unit Owners except for the Developer may vote on such issues.

10.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these Bylaws and in the Declaration or as otherwise determined by the Board.

10.9 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

11. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

12. Arbitration. In the event that there are internal disputes among Members, the Association or their agents and assigns arising from or in connection with the operation of the Condominium, the parties shall enter into mandatory non-binding arbitration pursuant to the rules and regulations of the Division in accordance with Section 718.1255, Florida Statutes.

13. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these Bylaws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

14. Amendments. Except as may be provided in the Declaration to the contrary, these Bylaws may be amended in the following manner:

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

13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, but the agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum. The approval must be:

(a) by not less than a majority of the votes of all members of the Association voting in person or by proxy at a meeting at which a quorum has been attained and by not less than 66 2/3% of the entire Board of Directors; or

(b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the members of the Association voting in person or by proxy at a meeting at which a quorum has been attained.

13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved

to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws, which certificate shall be executed by the President or a Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

15. Rules and Regulations. Attached hereto as Schedule "A" and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium and Association Property. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

16. Written Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of such inquiry and more particularly in the manner set forth in Section 718.112(2)(a)(2), Florida Statutes. The Association may, through its Board, adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries.

17. Official Records. From the inception of the Association, the Association shall maintain for the condominium, a copy of each of the following, where applicable, which shall constitute the official records of the Association:

16.1 The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;

16.2 A photocopy of the recorded Declaration of Condominium and all amendments thereto;

16.3 A photocopy of the recorded Bylaws of the Association and all amendments thereto;

16.4 A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;

16.5 A copy of the current Rules and Regulations of the Association;

16.6 A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years;

16.7 A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. The Association shall also maintain the

electronic mailing addresses and the numbers designated by Unit Owners for receiving notices sent by electronic transmission of those Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Unit Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association shall not be liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices;

16.8 All current insurance policies of the Association and of all Condominiums operated by the Association;

16.9 A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

16.10 Bills of Sale or transfer for all property owned by the Association;

16.11 Accounting records for the Association and the accounting records for the Condominium. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but not be limited to:

(a) Accurate, itemized, and detailed records for all receipts and expenditures.

(b) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

(c) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

(d) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

16.12 Ballots, sign-in sheets, voting proxies and all other papers relating to elections which shall be maintained for a period of one (1) year from the date of the meeting to which the document relates;

16.13 All rental records where the Association is acting as agent for the rental of Units;

16.14 A copy of the current Question and Answer Sheet, in the form promulgated by the Division, which shall be updated annually; and

16.15 All other records of the Association not specifically listed above which are related to the operation of the Association.

The official records of the Association shall be maintained in the County in which the Condominium is located, or if in another county, then within twenty five (25) miles of the Condominium.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member and shall be made available to a Unit Owner within five (5) working days after receipt of a written request by the board or its designees. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of

the Association member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within ten (10) working days after receipt of a written request therefore shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. The damages for failure to comply with this Section are set forth in Section 718.111(12)(c), Florida Statutes. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, Bylaws and rules, and all amendments to the foregoing, as well as the Question and Answer Sheet and year-end financial information required by the Act, to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same. Notwithstanding the provisions of this Section 16, the following records shall not be accessible to Unit Owners:

(a) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including any record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation or imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

(b) Information obtained by an Association in connection with the approval of the lease, sale or other transfer of a Unit.

(c) Medical records of Unit Owners.

18. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Units to the applicable condominium fire and life safety code.

19. Provision of Information to Purchasers or Lienholders. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Act to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current Unit Owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.

20. Electronic Transmission. For purposes hereof, "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers. Notwithstanding the provision for electronic transmission of notices by the Association, same may be only be sent to Unit Owners that consent to receipt of Association notices by electronic transmission (and only for long as such consent remains in effect). Further, in no event may electronic transmission be used as a method of giving notice of a meeting called in whole or in part regarding the recall of a Director.

21. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. To the extent not otherwise provided for or addressed in these Bylaws, the Bylaws shall be deemed to include the provision of Section 718.112(2)(a) through (m) of the Act.

22. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

The foregoing were adopted as the Bylaws of the Association at the first meeting of the Board of Directors.

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