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**DECLARATION OF CONDOMINIUM**

**OF**

**THE BAREFOOT TRACE,**

**a Condominium**

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**OF**  
**THE BAREFOOT TRACE**

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**EXHIBITS**  
TO  
DECLARATION OF CONDOMINIUM  
THE BAREFOOT TRACE,  
a Condominium

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Exhibit "A"      Legal Description of Condominium	
Exhibit "B"      Plot Plan, Survey and Graphic Description	
Exhibit "C"      Articles of Incorporation	AI-1
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Exhibit "G"      Consent of Mortgagee	

DECLARATION OF CONDOMINIUMORTHE BAREFOOT TRACE, A CONDOMINIUMPHASE II. SUBMISSION STATEMENT

G.W.S., INC., a Texas corporation, authorized to do business in the State of Florida as G.W.S., Inc. of Texas, 501 Atlantic Bank Building, P. O. Box 170, St. Augustine, Florida 32085-0170, owns the fee simple title to that certain land in St. Johns County, Florida, legally described in Exhibit "A" annexed hereto. The Developer does hereby submit said land, and the improvements thereon and the appurtenances thereto, to condominium ownership pursuant to Chapter 718 of the Florida Statutes (the "Condominium Act"), and declares same a condominium known as THE BAREFOOT TRACE, a Condominium.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall be binding on each unit owner, his heirs, personal representatives, successors and assigns. Both the burdens imposed and the benefits provided shall run with the title to each unit and their appurtenant interests in the common elements as defined herein.

II. DEFINITIONS

As used herein and in the By-Laws attached hereto and in all amendments thereto, unless the context requires otherwise:

2.1 "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.

2.2 "Association" or "Corporation" means THE BAREFOOT TRACE CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation of the Condominium.

2.3 "By-Laws" means the By-Laws of the Association, existing from time to time.

2.4 "Condominium Property" means and includes the lands and personal property that are subject to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.5 "Unit" or "Condominium Unit" means the part of the condominium property which is to be subject to exclusive ownership.

2.6 "Common Elements" means the portions of the Condominium property not included in the units.

2.7 "Limited Common Elements" means those common elements which are reserved for the use of certain unit or units to the exclusion of all other units, as specified in this Declaration, and its exhibits.

2.8 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium.

2.9 "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements over the common expenses.

2.10 "Condominium" is that form of ownership of condominium property created pursuant to the provisions of Chapter 718, Florida Statutes, by which units of improvements are subject to ownership by different owners and there is appurtenant to each unit as part thereof, an undivided share in the common elements.

2.11 "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.

2.12 "Declaration" or "Declaration of Condominium" means this instrument, or as it may, from time to time, be amended.

2.13 "Institutional Lender" or "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, or any other generally recognized institutional-type lender or its loan correspondent, or agency of the United States Government, holding a mortgage encumbering a condominium parcel.

2.14 "Developer" means G.W.S., INC., a Texas corporation authorized to do business in Florida as G.W.S., Inc. of Texas, its successors and assigns.

III. UNITS; APPURTENANCES; LIMITED COMMON ELEMENTS; POSSESSION AND ENJOYMENT

3.1 Each condominium unit is graphically described on Exhibit "B" annexed hereto and shall extend to the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the unit, but shall not be deemed to include pipes, wires, conduits or other public utility lines running through the condominium unit which are utilized for or service more than one condominium unit, which items are by these presents hereby made a part of the common elements. A unit shall be deemed to include the interior walls and partitions which are contained within the condominium unit, and also shall be deemed to include the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings of the condominium unit, including plaster, paint, wallpaper, etc.

3.2 There shall pass with each unit as an appurtenance thereto:

3.2.1 An undivided interest in the common elements.

3.2.2 The right of exclusive use of the limited common elements appurtenant to the unit.

3.2.3 An undivided share in the common surplus.

3.2.4 An exclusive easement for the use of the air space 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, which easement shall be terminated automatically in any air space which is vacated from time to time.

3.2.5 Such other easements, rights or privileges which, pursuant to the provisions to this Declaration and of law, are deemed appurtenances to the condominium parcel.

3.2.6 Membership for the owner in the Association subject to the rights and obligations of membership therein.

3.3 The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements (other than limited common elements) and a joint mutual easement for that purpose is hereby created.

3.4 Balconies, patios, front doors, windows, fireplaces, flues and chimneys adjoining any unit, and any sliding glass door connection any condominium unit to the adjoining balcony or patio area are all deemed to be Limited Common Elements of that unit. The owner of a condominium unit shall have the exclusive use of the appurtenant limited common elements which may adjoin his condominium unit. Each owner shall pay the cost of maintenance, repair and replacement of the appurtenant sliding glass, front doors, windows and window operators, screening, wiring, electrical outlets and fixtures which are wholly within the unit; and of ordinary cleaning and maintenance of the balconies, patios, fireplaces, flues and chimneys. Rules and regulations regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated by the Association from time to time.

3.5 The air-conditioning machinery and piping serving solely the unit are hereby designated as Limited Common Elements of the appurtenant unit. The cost of maintenance and repair of the appurtenant air-conditioning machinery and piping shall be the responsibility of each unit owner and shall not be a common expense.

3.6 All parking spaces shall be common elements. Parking spaces on the lower level shall be assigned by the Association for use by individual unit owners. Parking spaces on the upper level shall be available for uses designated by the Board of Directors of the Association from time to time.

3.7 A unit may be used only for residential purposes. No unit may be partitioned or subdivided.

IV. RESTRAINT UPON SEPARATION AND PARTITION OF LIMITED COMMON ELEMENTS AND COMMON ELEMENTS



The appurtenant limited common elements and the undivided share in the common elements which are appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.

A share in the common elements and limited common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

The shares in the common elements and limited common elements appurtenant to the unit shall remain undivided, and there shall be no action for partition.

**V. COMMON ELEMENTS**

Common elements includes within its meaning the following items:

5.1 All parts of the condominium property which are not included within the units, including those parts designated as limited common elements.

5.2 Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

5.3 An easement of support in every portion of a unit which contributes to the support of the building.

5.4 Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

5.5 A non-exclusive easement for ingress and egress over the walks and other rights of way of the common elements of this condominium.

5.6 The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.

**VI. CONDOMINIUM PROPERTY**

6.1 The title to the condominium property being herewith submitted to condominium ownership shall be hereby subject to: taxes and assessments for the year in which the Declaration is filed and subsequent years; conditions, restrictions, limitations, covenants and easements, utility agreements and other matters of record.

6.2 Annexed hereto as Exhibit "B" is a Surveyor's Certificate, sketch of survey of the lands being submitted to condominium ownership, together with a plot plan and graphic description of the improvements in which the units are located.

6.3 Together with this Declaration Exhibit "B" is an accurate representation of the location and dimensions of the improvements and the identification, location, and dimensions of the common elements and of each unit can be determined from those materials. The legends and notes contained in Exhibit "B" are incorporated herein and made a part hereof by reference.

VII. IDENTIFICATION OF UNITS; OWNERSHIP OF COMMON ELEMENTS AND SHARES OF COMMON SURPLUS; VOTING RIGHTS

7.1 Each unit has been given a numerical designation for purposes of identification so that no unit has the same designation as any other unit. Each unit's designation is set forth in Exhibit "B" annexed hereto.

7.2 The share of the common elements and common surplus appurtenant to each unit is set forth in Exhibit "E", and may not be changed.

7.3 Each unit shall be entitled to one vote to be cast by its owner(s) in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association.

VIII. AMENDMENT TO DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium called or convened in accordance with the By-Laws, by the affirmative vote of owners owning not less than 75% of the units. All amendments shall be recorded and certified, as required by the Condominium Act.

8.1 No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common elements, its common expenses and common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof and all record owners of mortgages or other liens thereon shall join in the execution of the amendment.

8.2 No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

Notwithstanding anything to the contrary herein, the Developer reserves the right to amend the Declaration and its Exhibits so as to correct any errors or omissions, or to change or add provisions to this Declaration for the purpose of meeting the requirements of governmental agencies, so long as such amendments do not materially affect the rights of unit owners, lienors or mortgagees. Such Amendments need be executed and acknowledged by the Developer only, and need not be approved by the Association, unit owners, lienors or mortgagees of units, whether or not elsewhere required for amendments. Any amendments filed to add additional phases to this Condominium shall be governed by the provisions of Article XXIX of this Declaration, and not by the provisions of this Article.

**IX. THE ASSOCIATION: ITS POWERS AND RESPONSIBILITIES**

9.1 The Condominium is governed and administered by the Association, the Articles of Incorporation of which are annexed hereto and made a part hereof as Exhibit "C".

9.2 The powers and duties of the Association shall include those set forth in the By-Laws referred to in Article X below but, in addition thereto, the Association shall have all of the powers and duties set forth in the Condominium Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

9.2.1 The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or limited common elements appurtenant thereto, or for making emergency repairs therein necessary to prevent damage to the common elements or to any other unit.

9.2.2 The power to make and collect assessments from appropriate sources and to lease, maintain, repair and replace the common elements, and the limited common elements.

9.2.3 The duty to maintain account records according to good accounting practices, which shall be open to inspection by unit owners at reasonable times during normal business hours.

9.2.4 The power to enter into contracts with others, for a valuable consideration, for maintenance and management, including the normal maintenance and repair of the common elements. The duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements shall not relieve the condominium unit owner of his personal responsibility to maintain and preserve the interior surface of the condominium units and the limited common elements, and to paint, clean, decorate, maintain and repair the individual condominium units.

9.2.5 The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

9.2.6 The duty to properly maintain, repair and replace all of the common elements, and in general the performance of all necessary, periodic, routine and preventative maintenance and the scheduling and performance of all deferred maintenance on those parts of the common elements such as the roofs and the paved areas that may not require periodic maintenance.

9.2.7 The power to purchase and mortgage a unit at the Condominium for use by the Association as a resident manager's unit.

9.2.8 The power to assign parking spaces on the lower level for use by individual unit owners and designate the use of parking spaces on the upper level.

#### X. BY-LAWS

The operation of the condominium property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "D". No modification of or amendment to these By-Laws shall be deemed valid unless set forth in or annexed to a duly recorded amendment. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage encumbering any condominium parcel.

#### XI. MAINTENANCE: LIMITATION UPON IMPROVEMENT

11.1 The maintenance of the common elements in accordance with the standards set forth in Article IX above so as to keep the improvements in good, habitable and useable condition shall be the responsibility of the Association. The Association shall be empowered to maintain existing improvements regardless of any present or future encroachment of the common elements upon any unit. The cost of maintenance, repair and replacement of the limited common elements shall be the responsibility of the unit owners but all such work shall be performed under the supervision, direction and control of the Association.

11.2 There shall be no alterations or additions to the common elements or to the limited common elements, except in a manner provided in the Insurance Article herein, or with the written approval of the Board of Directors of the Association.

11.3 No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement. No limited common elements shall be improved or altered except with the express written permission of the Association. The Association shall not permit any improvement or alteration of any parts of the condominium property that is visible from outside of any unit that would detract from the uniformity of appearance of the condominium property, notwithstanding anything to the contrary contained in this Declaration or its Exhibits.

## XII. COMMON EXPENSES

12.1 Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as common expenses by this Declaration or the By-Laws, as they may be amended from time to time. The expense of water and sewer for the individual units shall not be a common expense of the Condominium. The Association, however, shall be empowered to establish appropriate amounts for each unit for water and

sewer service and to collect same together with the monthly maintenance payment since these will be a single water and sewer bill rendered to the Condominium. The Association shall have the same rights to enforce payment of this item as it has for common expenses.

12.2 Common expenses shall be shared by the unit owners in accordance with their respective interests in the common elements and ownership of common surplus, all as set forth in Exhibit "E".

12.3 The Developer shall not be required to pay the share of common expenses and assessments related to units owned by the Developer in the Condominium, until the first day of the fourth calendar month following the month in which the closing of the sale of the first unit occurs. However, during the aforesaid period, the Developer must pay the portion of common expenses incurred which exceed the amount assessed against all other unit owners.

12.4 The Developer shall not be required to pay the share of common expenses and assessments related to units owned by the Developer in the Condominium during the period commencing on the first day of the fourth calendar month following the month in which the closing of the sale of the first unit occurs and ending when the Developer owns no further units in the condominium, provided, during said period, the Developer guarantees to other unit owners that the assessment for common expenses of the condominium imposed upon unit owners shall not increase over \$135.00 per unit, per month, and any amount of common expenses incurred during said period and not produced by the \$135.00 per unit monthly assessments received from other unit owners, shall be paid by the Developer when due.

**XIII. ASSESSMENTS, LIABILITY, LIEN AND PRIORITY, INTEREST, COLLECTIONS**

13.1 The Association, through its Board of Directors, shall have the power to fix and determine from time to time, the sums necessary to provide for the common expenses of the Condominium. A unit owner, regardless of how title is acquired shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter

for his share of the common expenses up to the time of such voluntary conveyance.

13.2 Liability for assessments may not be avoided by abandonment of a unit, or by waiver of the use of any common elements or other property which an owner is entitled to use or enjoy.

13.3 Assessments and installments thereon not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate of ten percent (10%) per annum until paid. Payments made shall be applied to interest first and then to principal. The Association shall furnish to the mortgagee of any unit upon its request, written notification of any default in assessment payments of the owner whose unit is encumbered by that mortgage.

13.4 The Association shall have a lien on each condominium parcel for any unpaid assessment and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of St. Johns County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, as provided in the Condominium Act, and may settle and compromise same if in the best interest of the Association. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.

13.5 Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.

13.6 Where the mortgagee of any mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the mortgage, or as a result of a deed given in lieu of foreclosure, such acquiror of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to the acquisition of title as a result of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquiror, his successors and assigns. No unit owner may be excused from the payment of his proportionate share of the common expense of the Condominium unless all unit owners are likewise proportionately excused from such payment.

13.7 The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party.

#### XIV. TERMINATION OF CONDOMINIUM

If all unit owners and the holders of all liens and mortgages affecting any of the Condominium parcels execute and duly record an instrument terminating the Condominium property, or if "major damage" occurs as defined in the insurance clauses hereunder, said property shall be deemed to be subject to termination and thereafter owned in common by unit owners. The undivided interest of each former unit owner in the property shall be the percentage of the undivided interest of his common elements in the terminated condominium subject to the rights set forth herein in favor of other unit owner.

#### XV. EQUITABLE RELIEF

In the event of major damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a



reasonable period of time, any unit owner or institutional mortgagee shall have the right to petition a court of equity having jurisdiction in and for St. Johns County, Florida, for equitable relief, which may, but need not necessarily include a request for termination of the Condominium and partition.

**XVI. LIMITATION OF LIABILITY**

16.1 The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration or the By-Laws (including any interest, penalties, costs or fees provided for therein in the event of delinquency).

16.2 The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements beyond the extent of his pro rata share of that liability in the same percentage as his interest in the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a single family detached dwelling would be liable for an accident occurring within his single family detached dwelling.

**XVII. LIENS**

17.1 No liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

17.2 Labor performed on or materials furnished to a unit shall not be the basis for the filing of a lien pursuant to the Mechanics' Lien Law against the unit or condominium parcel of any unit owner not expressly consenting to or requesting the labor or materials. Labor performed on or materials furnished to the common elements are not the basis for a lien on the common elements, but if authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each unit owner and may be the basis for the

filing of a lien against all condominium parcels in the proportions for which the owners are liable for common expenses.

17.3 In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

#### **XVIII. EASEMENTS**

18.1 Owners of units, their family, guests and invitees shall have a perpetual easement for ingress and egress to and from their units, over private roads, walks and other common elements of the Condominium, all subject to the obligations and limitations set forth elsewhere in these condominium documents.

18.2 The condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists. If the condominium property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist. If any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachments exists.

#### **XIX. MEMBERSHIP IN THE ASSOCIATION**

The Association has been formed to perform the acts and duties desirable in connection with the management of the units and common elements defined and described in this Condominium Declaration, and to levy and enforce collection of assessments necessary to perform such acts and duties. All unit owners shall

automatically be members of the Association, and said membership shall terminate when they no longer own said units.

**XX. ASSESSMENTS**

20.1 The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses required by the Condominium Act, Florida Statutes Chapter 718.

20.2 Annual assessments shall be due and payable in advance monthly installments unless the Board of Directors provides otherwise. In addition, the Association has the power to levy special assessments against each unit in their respective shares, if a deficit should develop in the treasury for the payment of common expenses.

20.3 The annual assessment shall include sums to establish reasonable reserves for deferred maintenance unless waived as allowed by law.

**XXI. SALE, SUCCESSORS AND ASSIGNS OF THE DEVELOPER**

Notwithstanding any other provisions herein, the Developer is hereby irrevocably empowered to sell condominium units to any purchasers. The Developer shall have the right to transact any business necessary to consummate sales of said units, including, but not limited to, the right to maintain model apartments, have signs, employees in the offices, use the common elements and show units. Sales office signs and all items pertaining to sale shall not be considered common elements and shall remain the property of the Developer. All rights of the Developer shall inure to the benefit of the successors and assigns of the Developer who are developers as defined in the Condominium Act, Florida Statutes Chapter 718.

**XXII. OBLIGATIONS OF MEMBERS**

22.1 In addition to other obligations and duties heretofore set out in this Declaration, each unit owner shall:

22.1.1 Promptly pay the assessments levied by the Association.

22.1.2 Maintain in good condition and repair his unit and all interior surfaces within his unit.

22.1.3 Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other unit owners or annoy them by reasonable noises or otherwise.

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

22.1.5 Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building, except as set forth in Article XI above.

22.1.6 Show no sign, advertisement or notice of any type on the common elements or his unit, except as may be provided for in the rules and regulations of the Association.

22.1.7 Make no repairs to any plumbing or electrical wiring except within a unit. Plumbing and electrical repairs within a unit shall be the financial obligation of the owner of the unit and paid for forthwith. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

22.1.8 Return the "condominium parcel" for the purposes of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel.

22.1.9 One dog or cat under 30 pounds may be kept in a unit by the unit owner.

22.1.10 Not enter into any lease agreement for the rental of a portion of a unit. All leases shall be in writing and shall provide that they are subject to the provisions of this Declaration and its Exhibits, and that any failure of the lessee and occupants of the units to comply with these documents shall be a default under the lease, entitling the Association to terminate the lease.

22.1.11 Permit no installation and maintenance of waterbeds or water mattresses except on ground floors.

XXIII. INSURANCE

23.1 Purchase of Insurance: The Association shall obtain fire and extended coverage, and flood insurance if the condominium is designated to be within a flood hazard zone, insuring all of the insurable improvements within the condominium, together with all property constituting common elements of the condominium, together with public liability, workmen's compensation and such other insurance as the Association deems necessary, or which may be required by governmental agencies guaranteeing, insuring, originating or purchasing mortgages on units in the Condominium. Insurance shall be obtained from companies whose ratings meet the financial and policyholder's standards of the institutional mortgagee having the greatest number of mortgages encumbering units in the condominium. The named insured shall be the Association, individually and as agent for the unit owners, without naming them.

The Association shall obtain a single policy covering all of the Condominium.

Provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of units. Unit owners may obtain additional insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

23.2 Coverage

23.2.1 Casualty. All buildings and improvements upon the Condominium property shall be insured in an amount equal to at least 80% of the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its replacement cost, all as determined annually by the Board of Directors of the Association.

23.2.2 Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

23.2.3 Workmen's compensation policy to meet the requirements of law.

23.2.4 Such other insurance as the Board of Directors of the Association shall determine desirable from time to time.

23.3 Insurance Trustee; share of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and 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 shall be designated by the Board of Directors and which may be any trust company, bank or savings and loan association in Florida having trust powers. 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 mortgagees in the following shares:

23.3.1 Common elements. Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

23.3.2 Units. Proceeds on account of damage to units shall be held in the following undivided shares:

23.3.2.2 When the building is to be restored  
- for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

23.3.2.2 When the building is not to be restored - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

23.3.3 Mortgages. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that 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 distributions thereof made to unit owners and mortgagees pursuant to the provisions of this Declaration.

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

23.4.1 Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

23.4.2 Reconstruction or repair. If the damage 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. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to unit owners and their mortgagees being pay-

able jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

23.4.3 Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of the mortgagee of a unit and may be enforced by such mortgagee.

23.4.4 Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the unit owners and their respective shares of the distribution.

23.5 Unit owners obligation. The insurance purchased by the Association does not cover claims against an owner due to accidents occurring within his condominium unit nor does it cover casualty or theft loss to the contents of an owner's unit. It shall be the obligation of the individual unit owner to purchase and pay for insurance as to all such risks.

#### XXIV. RECONSTRUCTION OR REPAIR AFTER CASUALTY

24.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

24.1.1 Common elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

##### 24.1.2 Buildings.

24.1.2.1 Lesser damage. If the damaged improvement is a building, and if more than 75% of the units in the condominium is found by the Board of Directors of the Association to be tenantable, the damaged property shall be



reconstructed or repaired unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

24.1.2.2 Major damage. If the damaged improvement is a building, and if more than 75% of the units in the condominium is found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty, the owners of 80% of all the units in the condominium agree in writing to such reconstruction or repair; provided, however, that all mortgagees shall be given prompt written notice by the Association in the event of substantial damage to or destruction of any unit or any part of the common elements, and the written agreement of all mortgagees must be obtained before the condominium may be terminated.

24.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and not by less than 80% of the unit owners including the owners of all damaged units, whose approval shall not be unreasonably withheld.

24.3 Responsibility. If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

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

24.5 Assessments. The amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be assessed against all unit owners in proportion to their shares in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair are insufficient, assessments shall be made against the unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

24.6 Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against unit owners, shall be disbursed by the Insurance Trustee in the following manner:

24.6.1 Association - Lesser damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association. Proof of reconstruction shall be promptly furnished to all mortgagees by the Association.

24.6.2 Association - Major damage. If

the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

24.6.3 Unit Owner. In instances where the condominium is not to be terminated, the portion of insurance proceeds representing damage for which the responsibility for reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to such unit, then to the unit owner and the mortgagee jointly, who shall use such proceeds to reconstruct the unit.

24.6.4 Surplus. If there is a balance in a construction fund after payment of all costs of 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 the part of a distribution that is contributed by the unit owner directly by virtue of an assessment shall not be made payable to any mortgagee.

24.6.5 Certificate. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner.

XXV. UTILITY EASEMENTS

The Condominium property of this Condominium shall be subject to such easements for utilities as may be required to properly and adequately serve this Condominium. Each of said easements, whether heretofore or hereafter created, shall constitute a covenant running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium.

XXVI. EMINENT DOMAIN OR CONDEMNATION PROCEEDINGS

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the condominium property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the common elements, and disbursed to unit owners and their mortgagees as their interests appear of record. The Association shall give prompt written notice to each holder of a mortgage of record of any such eminent domain or condemnation proceedings, and shall take no action in any such proceedings that will disturb any mortgagee's first lien priority.

**XXVII. RULES AND REGULATIONS**

27.1 As to Common Elements. The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance and control of the common elements of the Condominium and any facilities or services made available to the unit owners. The Board of Directors shall, from time to time, post in a conspicuous place on the Condominium property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

27.2 As to Condominium Units. The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Unit(s) provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium property.

27.3 Rules and Regulations. The rules and regulations shall be deemed in effect until amended by the Board of Directors, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees,

servants, lessees and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least a 51% majority vote or consent of the Board of Directors; however, no vote of the membership is required. A change, amendment or adoption of a rule and regulation does not require an amendment to the Declaration of Condominium or of the By-Laws.

#### XXVIII. MANAGEMENT AGREEMENT

The Board of Directors of the Association may enter into a contract with a corporation or other agent for the management, maintenance and repair of the Condominium property. However, the Association shall retain at all times the powers and duties to be exercised by or under the authority of the Board of Directors.

#### XXIX. PROVISIONS FOR A PHASE CONDOMINIUM

This Declaration is Phase I of what will become a phase project, pursuant to and in accordance with The Condominium Act, Chapter 718, Florida Statutes, in the event the Developer elects to add phases to the condominium. The required description of all anticipated phases is as follows:

29.1 It is anticipated that the Condominium will have three phases. The anticipated location and improvements for each phase is set forth on Exhibit "F" attached hereto. Each phase, if added, must be completed within eighteen months of the completion of the immediately preceding phase.

29.2 Exhibit "F" contains the legal description of the land on which this condominium is being declared and of each of the anticipated later phases to this Condominium. Exhibit "F" also contains the plot plans and surveys for this Condominium and for each phase.

29.3 The number of units in each anticipated phase is as follows:

<u>Phase Number</u>	<u>Number of Buildings</u>	<u>Number of Units</u>
	<u>In the Phase</u>	<u>In the Phase</u>
1	1	18
2	1	24
3	1	24

The anticipated general size of each unit to be included in each phase is as follows:

<u>Type of Unit</u>	<u>Bathrooms/ Bedrooms</u>	<u>Square Footage</u>
		<u>(Living Area Exclu- sive of Patio and Balcony Area</u>
A	2/2	1459
B	2/2	1397
C	2/2	1488
D	2/2	1397
E	2/2	1548
F	2/2	1456
G	2/2	1488

29.4 To the extent permitted by law, the Developer reserves the right to change the number of each type of unit in buildings in subsequent phases.

In the event that anticipated phases are added as part of the condominium then each unit's share of ownership of the common elements will be as follows:

<u>Phases</u>	<u>Number of Units</u>	<u>Percentage of Owner- ship in the Common Elements</u>
	<u>Upon Adding Phase</u>	
1	18 units	1/18
2	24 units	1/42
3	24 units	1/66

29.5 There shall not be any additional recreational facilities or personal property to be provided by the Developer. In the event of any additional phase being added to this Condominium, the membership vote in the Association for

each unit shall remain one per unit as each phase is added. However, since the total number of voters shall increase with the addition of the additional units, the significance of each vote would decrease in each phase in the manner set forth above in subsection 29.4 setting forth decreasing shares of ownership of the common elements. The shares of ownership in the Association shall decrease in an identical manner.

29.6 If one or more phases is not built, the units which are built will be entitled to a one hundred percent (100%) ownership of all common elements, as well as votes in and ownership of the Association within the phases actually developed and added as a part of the condominium.

29.7 Developer will not be required, under this Declaration of Condominium or otherwise, to convey an additional lands or facilities to the condominium after the completion of construction of Phase I, or after the completion of any subsequent phase, in the event a later phase(s) is added to the condominium.

29.8 Time-share estates will not be created with respect to units in any phases.

29.9 Notwithstanding anything else to the contrary herein, Amendments to the Declaration of Condominium adding any phase to the condominium shall not require the execution of such amendments or consents thereto by unit owners, mortgagees, lienors or by the Association. Any such Amendments shall be effective upon the recording in the public records of an appropriate Certificate of Amendment executed only by the Developer.

29.10 The Developer has no obligation or responsibility to cause any additional phase or its improvements to be constructed. In the event that any additional phases are added to this condominium, then the Developer shall have the right to change the number of bedrooms, bathrooms and other interior configuration in the units in any such additional phase, the Developer also reserves the right to select the sequence of the addition of any such additional phases. The addition of any such

phases is not anticipated to have any substantial impact on prior phases.

XXX. RESIDENT MANAGER'S UNIT

30.1 The Association will purchase Unit 109 of the Condominium for use by the Association as a Resident Manager's Unit. The Developer has agreed to sell this Unit to the Association for \$128,000.00 and will make arrangements for financing 80% of the purchase price with an institutional lender at the prevailing rate of interest. The Association will pay all closing costs incident to the purchase of the unit. The Resident Manager's unit shall be used and may be resided in, by the Manager employed by the Association to manage the affairs of the Condominium. The Association shall be responsible for all maintenance assessments imposed upon the Resident Manager's Unit and for all utility charges incurred by reason of the use of the Resident Manager's Unit. The Association shall procure general liability and personal property damages insurance in amounts sufficient to protect the interests of the Association, and each unit owner.

XXXI. ADDITIONAL PROVISIONS

31.1 Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

31.2 In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever, any of the other terms, provisions, or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.



31.3 Notwithstanding anything to the contrary herein contained, unless institutional mortgagees have given their prior written approval, the Association shall not be entitled to: (1) change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of common elements and proceeds of the Condominium; (2) partition or subdivide any unit or the common elements of the Condominium; nor (3) by act or omission seek to abandon the Condominium regime, except as may be provided by statute in case of substantial loss to the units and common elements of the Condominium.

31.4 Should the Association find it necessary to bring court action to bring about the compliance with the law, this Declaration and By-Laws, upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action, as determined by the Court.

31.5 Whenever the context so permits, the use of the plural shall include the singular, and any gender shall be deemed to include all genders.

31.6 Notwithstanding anything to the contrary herein, nothing shall prevent the combining of units in the condominium, but said combined units shall retain their original appurtenant shares of the common elements, expenses, surplus and voting rights.

31.7 Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

31.8 Upon written request, mortgagees of the units herein shall have the right to examine the books and records of the Association and to require the submission of annual reports and other financial data.

IN WITNESS WHEREOF, G.W.S., INC., a Texas corporation, authorized to do business in the State of Florida as G.W.S., INC. OF TEXAS, has caused these presents to be signed in its name by its undersigned authorized signatories and its seal to be affixed this 15<sup>th</sup> day of April, 1985.

Witnesses:

Kelly Contenza  
[Signature]

G.W.S., INC., a Texas corporation, authorized to do business in the State of Florida as G.W.S., INC. OF TEXAS

By: Herman L. Strothers  
Herman L. Strothers, President

Attest: James F. Womeldurf  
James F. Womeldurf, Secretary  
(Corporate Seal)

STATE OF Texas  
COUNTY OF Harris

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Herman L. Strothers and James F. Womeldurf, as President and Secretary, respectively of G.W.S., INC., a Texas corporation, authorized to do business in the State of Florida as G.W.S., INC. OF TEXAS, known to me to be the persons described in and who executed the foregoing Declaration of Condominium as such officers, and they acknowledged before me that they executed same for the uses and purposes therein expressed and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15<sup>th</sup> day of April, 1985.

Gayle Thomas  
Notary Public, State of  
My Commission Expires: 8/8/85

EXHIBIT "A" TO THE  
DECLARATION OF CONDOMINIUM OF  
THE BAREFOOT TRACE, A CONDOMINIUM

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LEGAL DESCRIPTION  
OF  
THE BAREFOOT TRACE, A CONDOMINIUM

LEGAL DESCRIPTION

A portion of the South 1600 feet of Government Lot-1, Section 26, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows;

As a point of beginning commence at the intersection of the north line of the South 1600 feet of said Government Lot-1, with the easterly right-of-way line of State Road A-1-A (a 100 foot right-of-way) said point lying on a curve concave Westerly and having a radius of 2914.93 feet; thence South 89°37'47" East, along said north line of the South 1600 feet of said Govt. Lot-1, a distance of 241.86 feet; thence continue along said north line South 89°43'42" East, a distance of 360 feet more or less to the approximate mean high water line of the Atlantic Ocean; thence southerly along said mean high water line a distance of 703 feet more or less; thence North 89°40'24" West, a distance of 140 feet more or less; thence North 05°05'08" West, a distance of 95.43 feet; thence North 89°40'24" West, a distance of 134.00 feet; thence North 24°21'58" West, a distance of 115.50 feet; thence North 89°40'24" West, a distance of 119.53 feet; thence North 05°22'49" West, 89.20 feet; thence South 84°38'58" West, a distance of 97.79 feet, to the east right-of-way line of said State Road A-1-A; thence North 05°25'22" West, along said east right-of-way line of State Road A-1-A, a distance of 153.01 feet, to a curve concave westerly and having a radius of 2914.93 feet; thence along the arc of said curve and along said right-of-way line, having a chord bearing and distance of north 08°11'19" west, 274.73 feet to the point of beginning.

Said parcel contains 7.45 Acres more or less.

Less and except the following described property:

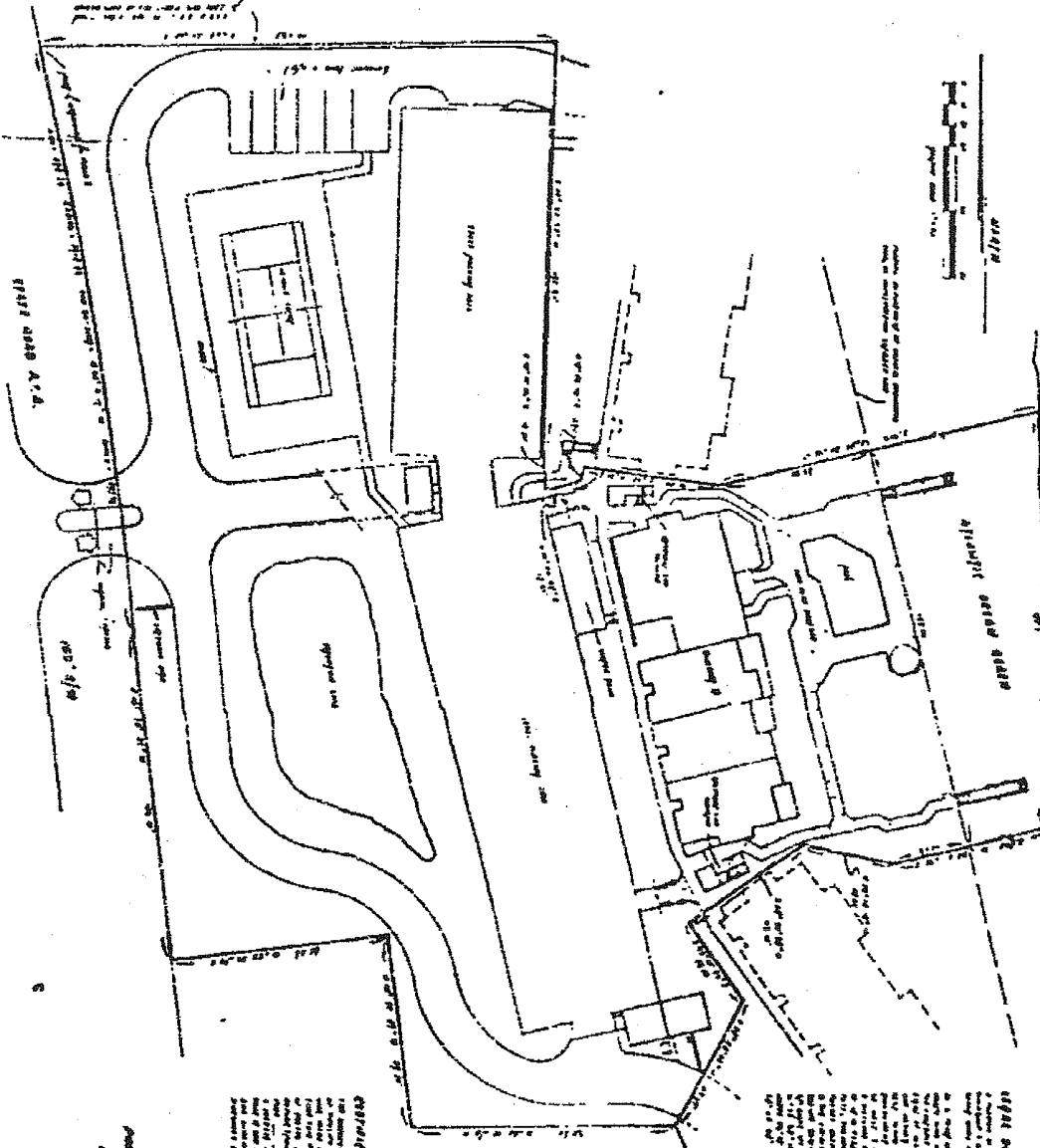
A portion of the south 1600 feet of Government Lot1, Section 26. Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: As a point of reference commence at the intersection of the north line of the south 1600 feet of said Government Lot 1, with the easterly right-of-way line of State Road A1A (100 foot right-of-way) said point lying on a curve concave westerly and having a radius of 2914.93 feet; thence southerly along the said easterly right-of-way line of State Road A1A 274.83 feet to a point of tangency thereof; thence continue southerly along the easterly right-of-way line of State Road A1A South 05°25'22" east 153.01 feet; thence North 84°38'58" east 97.79 feet; thence South 05°22'49" east 89.20 feet; thence South 89°40'24" east 119.53 feet; thence South 24°21'58" east 115.50 feet; thence South 89°40'24" east 134.00 feet to the point of beginning of this description; thence continue South 89°40'24" east 4.19 feet to the coastal construction set back line; thence South 13°01'26" east along the coastal construction set back line 97.64 feet; thence North 89°40'24" west 17.74 feet; thence North 05°05'08" west 95.43 feet to the point of beginning of this description.

EXHIBIT "B" TO THE  
DECLARATION OF CONDOMINIUM OF  
THE BAREFOOT TRACE, A CONDOMINIUM

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PLOT PLAN, SURVEY AND GRAPHIC DESCRIPTION  
OF  
THE BAREFOOT TRACE, A CONDOMINIUM

PHASE, ..... A PHASED CONDOMINIUM

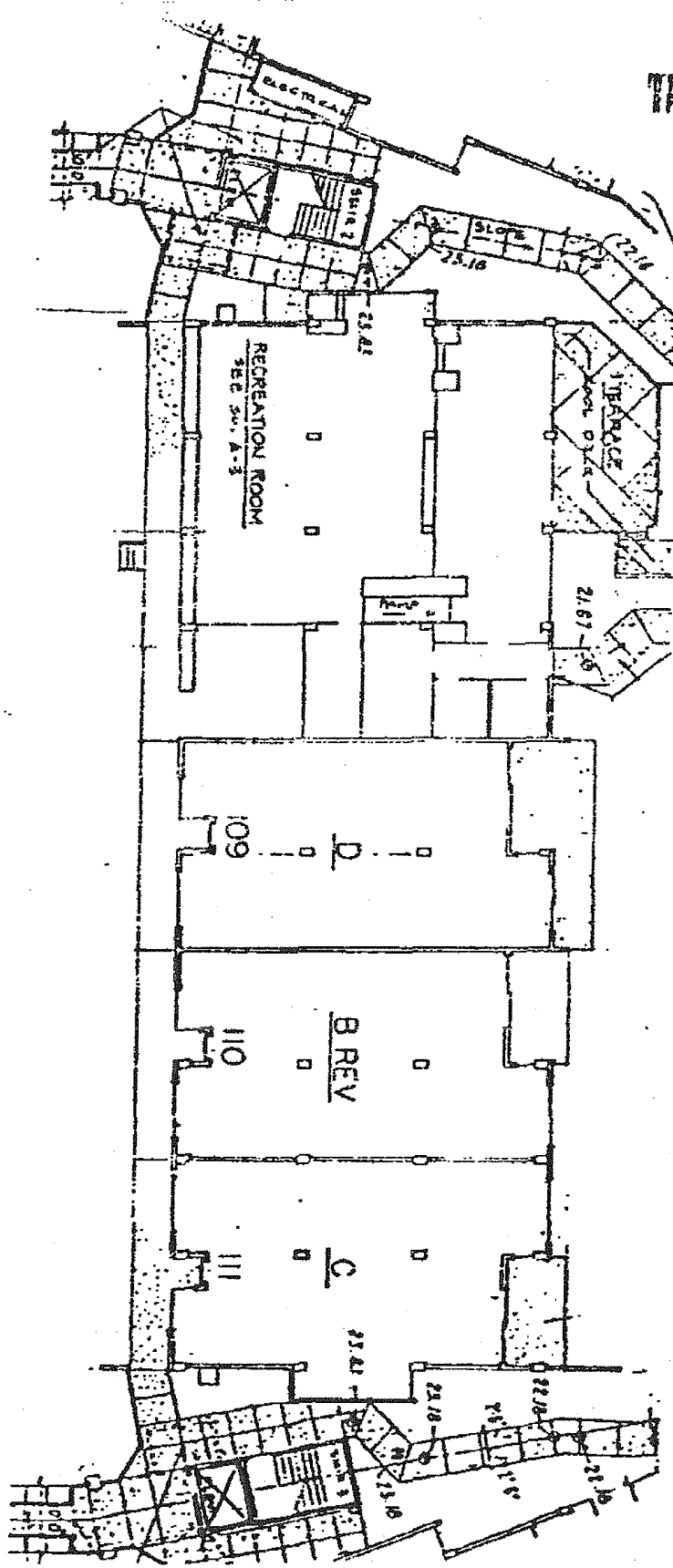
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and the fact that the company has been in the business for over 100 years, it is not surprising that the company has been able to maintain a high level of customer satisfaction. The company's commitment to quality and customer service is evident in the way it handles its business. The company's products are of high quality and its customer service is excellent. The company's commitment to quality and customer service is evident in the way it handles its business. The company's products are of high quality and its customer service is excellent.

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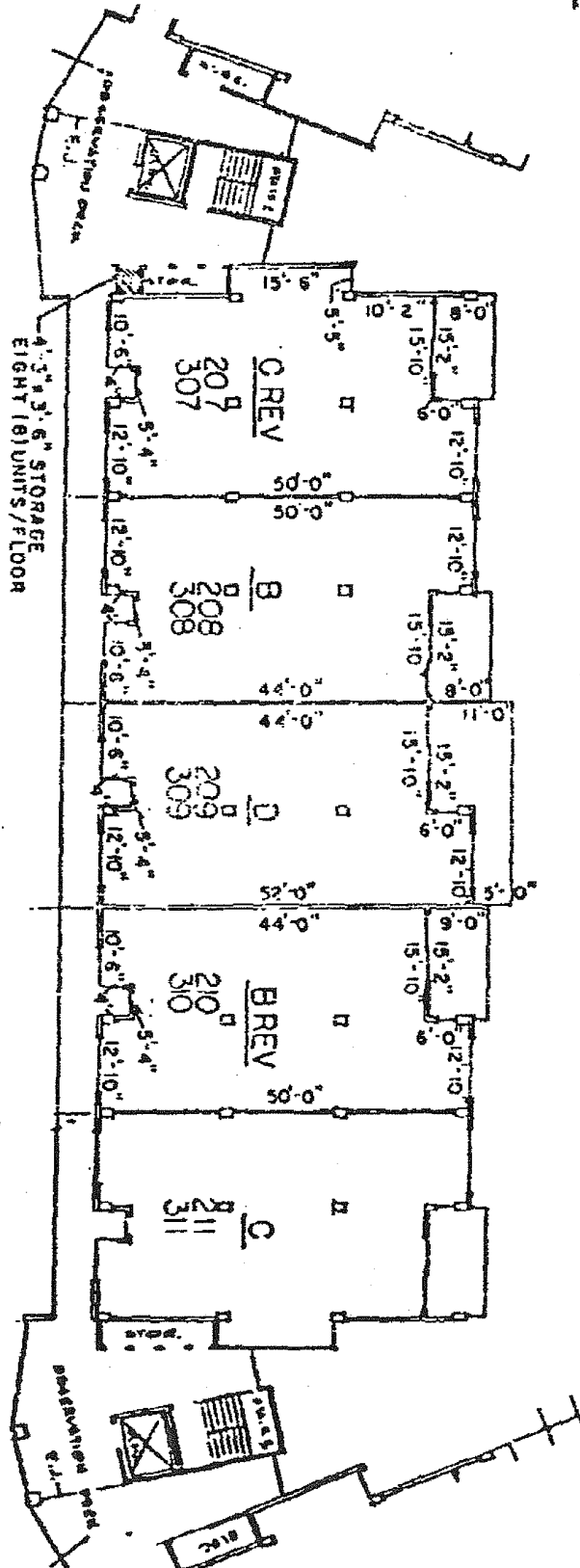


# The Barefoot Trace - a phased condominium





# The Barefoot Trace - a phased condominium



# The Barefoot Trace - a phased condominium

## BUILDING II

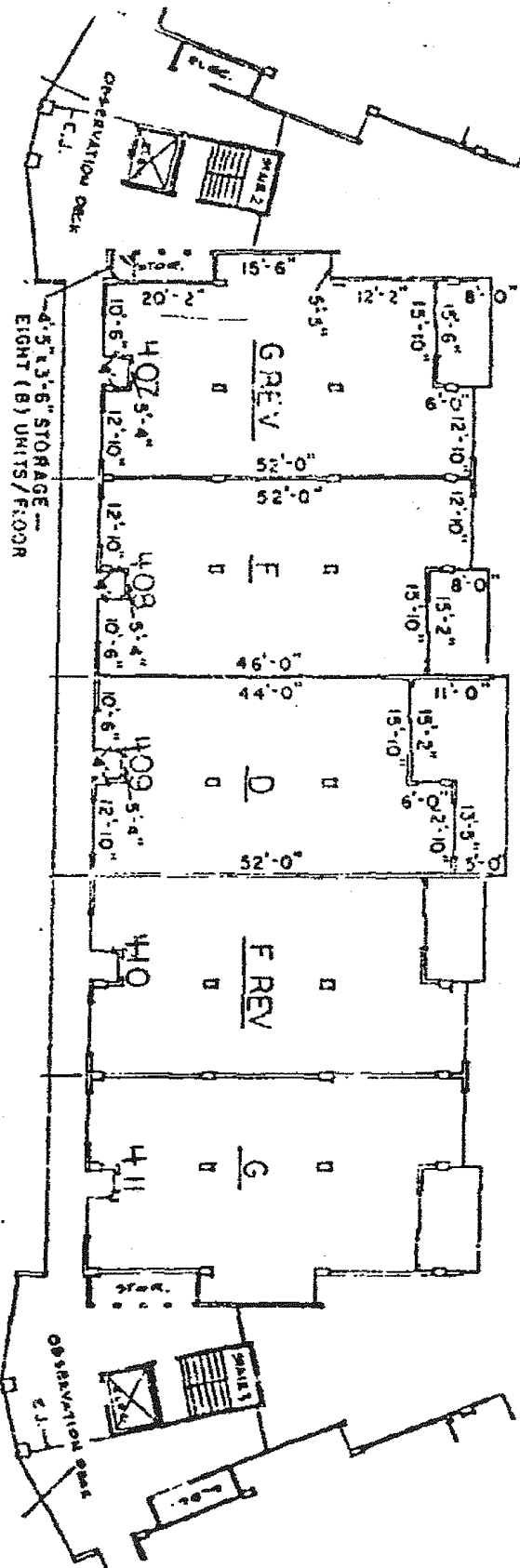


EXHIBIT "C" TO THE

FILE 671 PAGE 940

DECLARATION OF CONDOMINIUM OF  
THE BAREFOOT TRACE, A CONDOMINIUM

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ARTICLES OF INCORPORATION  
OF  
THE BAREFOOT TRACE CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION  
OF  
THE BAREFOOT TRACE CONDOMINIUM ASSOCIATION, INC.

WE, the undersigned, for the purpose of forming a not-for-profit corporation in accordance with the laws of the State of Florida, acknowledge and file these Articles of Incorporation in the Office of the Secretary of the State of Florida.

ARTICLE I

NAME

The name of this corporation shall be THE BAREFOOT TRACE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association."

ARTICLE II

PURPOSES AND POWERS

The purposes for which this corporation is formed are as follows:

2.1 The operation and management of The Barefoot Trace, A Condominium (referred to herein as "the Condominium") described in Article II of the Association's By-Laws and to undertake the performance of, and carry out the acts and duties incident to, the administration of the Condominium, in accordance with the terms, provisions, conditions and authorizations contained in these Articles, the Association's By-Laws, and the Declaration of the Condominium recorded among the Public Records of St. Johns County, Florida; and to own, operate, lease, sell and trade property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

AI-1

2.2 To carry out the duties and obligations and receive the benefits given the Association by the Declaration of the Condominium.

2.3 To establish By-Laws and Rules and Regulations for the operation of the Association and to provide for the formal administration of the Association; to enforce the Condominium Act of the State of Florida, the Declaration of the Condominium.

2.4 To contract for the management of the Condominium and to delegate to the party with whom such contract has been entered the powers and duties of the Association, except those which require specific approval of the Board of Directors or members.

2.5 The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Articles, the Declaration of the Condominium, the By-Laws and the Condominium Act. The Association shall also have all of the powers of Condominium Associations under and pursuant to Chapter 718 Florida Statutes, the Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association.

2.6 To purchase and mortgage a unit in the Condominium for use by a Resident Manager.

### ARTICLE III

#### MEMBERS

Each unit owner in the Condominium shall automatically be a member of the Association. Membership will commence upon acquiring title to a unit and shall end upon the sale of said unit. Membership certificates are not required and will not be issued.

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ARTICLE IV

EXISTENCE

This Association shall have perpetual existence.

ARTICLE V

SUBSCRIBERS

The names and addresses of the Subscribers are as follows:

JOHN A. GRUBBS  
12300 Brookglade Circle #58  
Houston, Texas 77099

HERMAN STROTHERS  
2302 Confederate Court  
Richmond, Texas 77469

JAMES F. WOMELDURF  
911 Bent Creek  
Richmond, Texas 77469

ARTICLE VI

DIRECTORS

6.1 The Condominium and Association affairs shall be managed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons. The initial Board of Directors shall have three (3) members, and thereafter the number of Directors shall be determined in accordance with Article III of the Association's By-Laws.

6.2 The number of Directors to be elected, the manner of their election, and their respective terms shall be as set forth in Article III of the Association's By-Laws. Should a vacancy occur on the Board, the remaining Directors shall select a member to fill the vacancy until the next annual meeting of the membership.

## ARTICLE VIII

INITIAL BOARD OF DIRECTORS

The following persons shall constitute the initial Board of Directors and they shall hold officer for the term in accordance with the provisions of Article III of the Association's By-Laws:

<u>Name</u>	<u>Address</u>
JOHN A. GRUBBS	1520 South Loop West Houston, Texas 77054
HERMAN L. STROTHERS	1520 South Loop West Houston, Texas 77054
JAMES F. WOMELDURF	1520 South Loop West Houston, Texas 77054

## ARTICLE IX

BY-LAWS

The By-Laws of the Association, consistent with these Articles of Incorporation, shall be adopted by the initial Board of Directors. The By-Laws may be amended in accordance with the provisions thereof, except that no portion of the By-Laws may be altered, amended, or rescinded in such a manner as will prejudice the rights of the Developer described therein or mortgagees of units without their prior written consent.

## ARTICLE X

AMENDMENTS TO ARTICLES

These Articles may be amended at any duly-called meeting of the membership if:

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10.1 Notice of the meeting contains a statement of the proposed amendment; and

10.2 At least a majority of the members adopt the amendment with the unanimous approval of the Board; or

10.3 At least seventy-five percent (75%) of the members adopt the amendment with the approval of at least a majority of the Board.

#### ARTICLE XI

##### INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonable incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

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## ARTICLE XII

INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be 501 Atlantic Bank Building, St. Augustine, Florida 32084, or at such other place as may be subsequently designated by the Board of Directors. The initial registered office is at the above address and the initial registered agent therein is JOHN D. BAILEY, JR.

IN WITNESS WHEREOF, we have hereunto set our hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_\_.

(SEAL)

(SEAL)

\_\_\_\_\_ (SEAL)

STATE OF \_\_\_\_\_

COENTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this  
 day of \_\_\_\_\_, 198\_\_\_\_, by \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

**My Commission Expires:**

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EXHIBIT "D" TO THE

FILE 671 PAGE 947

DECLARATION OF CONDOMINIUM OF

THE BAREFOOT TRACE, A CONDOMINIUM

---

BY-LAWS

OF THE

BAREFOOT TRACE CONDOMINIUM ASSOCIATION, INC.

BY-LAWS

OF

OFF REC 671 PAGE 948

THE BAREFOOT TRACE CONDOMINIUM ASSOCIATION, INC.,  
A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I

IDENTITY

1.1 The name of this corporation is THE BAREFOOT TRACE CONDOMINIUM ASSOCIATION, INC.

1.2 The principal office of the corporation is 501 Atlantic Bank Building, St. Augustine, Florida 32084.

ARTICLE II

PURPOSES

This corporation is organized for the purpose of being a condominium association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of THE BAREFOOT TRACE, A CONDOMINIUM.

The purpose of the organization of this corporation shall include the exercise of all powers granted to it as a corporation under the laws of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium to which these By-Laws are attached, and further to exercise all powers granted to a condominium association under the Condominium Act and to acquire, hold, convey and otherwise deal in and with real and personal property in its capacity as a condominium association.

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ARTICLE III

OFF REC 671 PAGE 949

DIRECTORS AND OFFICERS

3.1.1 G.W.S., INC., a Texas corporation, authorized to do business in the State of Florida as G.W.S., INC. OF TEXAS, hereafter sometimes referred to as "Developer", is empowered to designate those persons who shall serve as the initial Directors of the Association, and shall have the authority to substitute any person it is authorized to designate as a Director for so long as it is so authorized to designate Directors under these By-Laws. Those persons designated as Directors by the Developer need not be members of the Association. The Board of Directors shall consist of three Directors as long as the Developer is entitled to representation on the Board. When unit owners other than the Developer own 15% or more of all of the units in the condominium which will be developed, and which are planned to be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect one of the three Directors. Promptly upon conveyance of title to unit owners other than the Developer, of 15% or more of all of the condominium units in the Condominium that are planned to be developed, the President of the Association shall call a special meeting of the membership for the purpose of electing a replacement for one of the Developer's representatives on the Board, which Director shall be elected by unit owners other than the Developer, and who shall serve until the next annual meeting of the membership, or until his successor is elected.

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3.1.2 Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association: (a) three years after 50% of all of the units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after 90% of all 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; or (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, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association so long as the Developer holds or sale in the ordinary course of business, 5% of the units in the condominium that may be operated by the Association.

Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than 30 days' nor more than 40 days' notice of a meeting of the unit owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so. Nothing herein con-

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tained shall be deemed to require the Developer to maintain its representatives on the Board of Directors, and the Developer shall have the right to withdraw its representatives upon 15 days' written notice to the Association. Upon receipt of such notice, the President of the Association shall call a special meeting of the membership where members other than the Developer shall elect a replacement for each of the Directors previously designated by the Developer.

3.1.3 Each Director, other than the Developer's representatives, shall be elected to serve for a term of one (1) year, or until his successor shall be elected and shall qualify; provided, however, that a Director may be elected for successive terms.

3.1.4 Directors shall be elected as follows:

3.1.6.1 Nominations shall be from the floor at the annual membership meetings, and a vote shall be had by written ballot.

3.1.6 Directors shall be members of the corporation, except that this provision shall not apply to the persons designated to be the first Board of Directors, in the Articles of Incorporation, and their replacements, if any.

### 3.2 Officers

3.2.1 The officers of the corporation shall be: a President, a Vice-President, a Secretary, and a Treasurer, any of whom may be members of the Board of Directors, and such other officers as the Board of Directors may appoint. The officers named

in the Articles of Incorporation shall serve until the first regular meeting of the Board, and at such meeting the Board shall elect them or other officers. Officers elected at the first meeting of the Board shall hold office until the next ensuing meeting of Directors following the next succeeding annual meeting of members or until their successors shall have been elected and shall qualify.

### 3.3 Resignation, Vacancy, Removal

3.3.1 Any director or officer of the corporation may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the corporation. The acceptance of a resignation shall not be necessary to make it effective.

3.3.2 When a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at their next meeting, by electing a person who shall serve until the next annual meeting of members, at which time a director will be elected to complete the remaining portion of the unexpired term.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board and shall qualify.

3.3.3 A majority of members of the corporation present at any regular or special meeting duly called, may remove

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any director or officer for cause, except that the directors elected by the Developer shall not be affected by this provision.

#### ARTICLE IV

#### POWERS AND DUTIES OF THE

#### CORPORATION AND THE EXERCISE THEREOF

4.1 The corporation shall have all powers granted to it by law, the Declaration of Condominium to which these By-Laws are attached, the Condominium Act, as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the corporation shall include but not be limited to the following:

4.1.1 All of the powers specifically provided for in the Declaration and the Condominium Act.

4.1.2 The power to levy and collect assessments.

4.1.3 The power to expend monies collected for the purpose of paying the common expenses of the corporation.

4.1.4 The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements.

4.1.5 The power to insure and keep insured the buildings and improvements of the condominium as provided for and limited by the Declarations.

4.1.6 The power to employ the personnel required for the operation of the common elements.

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4.1.7 The power to pay utility bills for utilities serving the common elements.

4.1.8 The power to contract for the management of the condominium and to delegate to its contractor as manager, all of the power and duties of the corporation, except those things which must be approved by the members.

4.1.9 The power to make reasonable rules and regulations and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted.

4.1.10 The power to improve the condominium property subject to the limitations continued in the Declaration of Condominium.

4.1.11 The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the regulations duly promulgated by the corporation.

4.1.12 The power to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from unit owners for violation of the provisions of the condominium documents.

4.1.13 The power to pay all taxes and assessments which are liens against the common elements.

4.1.14 The power to apportion the costs of maintenance, repair and replacement of the commonly used facilities, which are part of the common elements of THE BAREFOOT TRACE, a Condominium equitably among all persons who are entitled to use the facilities.

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4.1.15 The power to select depositories for the corporation funds, to determine the manner of receiving, depositing and disbursing corporate funds, the form of check and the person or persons by whom the same shall be signed, as otherwise provided by these By-Laws.

4.1.16 The power to possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

4.1.17 The power to enter into, ratify, modify, and amend each and every of the agreements and undertakings contemplated by and in the Declaration of Condominium to which these By-Laws are attached.

4.1.18 The power to contract with any person, firm or corporation to provide for the management, maintenance, operation, repair and upkeep of the condominium property.

4.1.18.1 Said contract may provide that the total operation of said managing agent, firm or corporation shall be at the cost of this corporation and may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep, or of the total funds of this corporation handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Association, unless the contract provides to the contrary.

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4.1.18.2 Nothing in this subparagraph 4.1.18 or in the Declaration of Condominium shall be deemed to require the Association to maintain the interior of any condominium unit or to enter into any contract or undertaking to provide for the maintenance or upkeep of the interiors of the condominium units.

4.1.19 The power to establish the office of additional officers of this Corporation and to appoint all officers.

4.1.20 The power to form or to constitute the Board of Directors as an Architectural Review Board with the power to make and enforce rules regarding the uniform appearance of all exterior facing parts of the improvements.

4.1.21 The Association shall give written notice to the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association notice (c/o their respective servicers at the servicer's address) of any loss to, or taking of, the common elements of the condominiums if any such loss exceeds \$10,000.00, or damage to a unit covered by a mortgage purchased in whole or in part by said organizations exceed \$1,000.00.

#### ARTICLE V

##### DUTIES OF OFFICERS

5.1 The President shall:

5.1.1 Act as presiding officer at all meetings of the corporation and, if he is also the Chairman of the Board of Directors, of the Board of Directors.

5.1.2 Call special meetings of the Board of Directors and of members.

5.1.3 Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the corporation, except

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those which the Board of Directors specifies may be signed by other persons.

5.1.4 Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

5.1.5 Appoint committees and to be ex-officio member of all committees, and render an annual report at the annual meeting of members.

5.2 The Vice-President shall:

5.2.1 Act as presiding officer at all meetings of the corporation when the President is absent.

5.2.2 Perform other acts and duties required of the President, in the President's absence.

5.2.3 Perform such other duties as may be required of him by the Board.

5.2.4 Sign checks on behalf of the Association in the absence of the President.

5.3 Should the President and Vice President be absent from any meeting, the remaining director(s) shall select a person or act as chairman of the meeting.

5.4 The Secretary shall:

5.4.1 Attend all regular and special meetings of the members of the corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

5.4.2 Have custody of the corporate seal and affix same when necessary or required.

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5.4.3 Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, and keep membership books.

5.4.4 Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board.

5.4.5 Have custody of the minute book of the meetings of Directors and members which minute book shall at all times be available at the office of the corporation for the information of Directors and officers, and act as transfer agent to record transfers and rules and regulations in the corporate books.

5.5 The Treasurer shall:

5.5.1 Receive such monies as shall be paid into his hands for the accounts of the corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the corporation which he shall keep safely deposited.

5.5.2 Supervise the keeping of accounts of all financial transactions of the corporation in books belonging to the corporation, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board at least 40 days prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the corporation for the preceding year. He shall make a full

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and accurate report on matters and business pertaining to his office to the members at the annual meeting, and make all reports required by law.

5.5.3 The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors; and in the event the corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

#### ARTICLE VI

##### MEMBERSHIP

6.1 Membership in the corporation is limited to owners of the condominium units of THE BAREFOOT TRACE, a Condominium. Membership is automatically conferred upon acquisition of a condominium unit, as evidenced by the filing of a deed to such unit, in the Public Records of St. Johns County, Florida. Membership is an incident of ownership and is not separately transferable.

6.2 The owner of a unit shall be entitled to cast one vote at all meetings of the members. If a condominium parcel is owned by more than one owner, co-partners or a corporation, there shall nevertheless be only one membership assigned to such parcel, and the vote for such membership shall be cast by the person designated in writing by all of the owners of said parcel, and in the absence of such a writing, such vote shall not be counted.

6.3 Membership in the corporation may be transferred only as an incident to the transfer of title to a condominium parcel.

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and shall become effective upon the recording of a deed to such condominium parcel.

6.4 Membership shall terminate upon the transfer of title to a condominium unit.

## ARTICLE VII

### MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

#### 7.1 Meetings of Members

All meetings of the corporation shall be held at the office of the corporation, or may be held at such time and place as shall be stated in the notice thereof.

##### 7.1.1 Annual Meetings

Annual members' meetings shall be held at the office of the corporation, or other place so designated by the Board of Directors, upon a date appointed by the Board of Directors which shall fall in the month of January for each and every calendar year subsequent to the year in which the first annual meeting of the members is held. No meeting shall be held on a legal holiday. The meetings shall be held at such times as the Directors shall appoint from time to time.

##### 7.1.2 Special Meetings

Special meetings shall be held whenever called by the President, or by a majority of the Board of Directors and in addition must be called by the Secretary, upon receipt of a written request from members of the corporation owning twenty-five per cent (25%) of the condominium units in The Barefoot Trace A Condominium. Business transacted at all special meetings shall be confined to the objects and action to be taken, as stated in the notice of the meeting.

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7.1.3 Proxies

Vote may be cast in person or by written proxy signed by the member granting the proxy. Proxies must be filed with the Secretary of the corporation prior to the meeting. A proxy shall be valid and entitle the holder thereof to vote only at the meeting for which it is given or any such reconvened meeting and until revoked in writing by the grantor, such revocation to be lodged with the Secretary, or until the death or legal incompetence of the grantor.

7.1.4 Quorum

A quorum for the transaction of business at the annual or any special meeting shall consist of a majority of the unit owners represented either in person or by proxy; but the unit owners present at any meeting although less than a quorum, may adjourn the meeting to a future date.

7.1.5 Voting Required to Make Decisions

When a quorum is present at any meeting, the vote of a majority of the members present in person or by proxy shall decide any question brought before the meeting, unless the Declaration or these By-Laws or any applicable statute provide otherwise, in which event the vote prescribed by the Declaration or the By-Laws or such statute shall control.

7.2 Meetings of Directors

7.2.1 Annual Meetings

The Annual Meeting of the Board of Directors shall be held at the office of the corporation, immediately following the adjournment of the Annual Meeting of Members. The

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Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate, in which event no notice need be sent to the directors once said schedule has been adopted.

7.2.2 Special Meetings

Special Meetings of the Board of Directors may be called by the President on 3 days' written notice to each director to be delivered by mail or in notice to each director to be delivered by mail or in person. Special Meetings may also be called on written request of three (3) directors. All notices of special meetings shall state the purpose of such meeting.

7.2.3 Quorum

At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of directors present at such meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be terminated without further notice.

ARTICLE VIII

NOTICE

8.1 Written notice of the annual meeting of members shall be served upon or mailed (by regular mail only) to each member entitled to notice and posted in a conspicuous place on the condominium property at least 14 days prior to the meeting.

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Written notice of every meeting of the Association, stating whether it is a regular meeting or a special meeting and stating the time, place and object of such meeting shall be served upon or mailed to each member entitled to vote at least 14 days before such meeting and posted in a conspicuous place on the condominium property at least 48 hours before such meeting.

8.2 Nothing herein is to be construed to prevent unit owners from waiving notice of meetings or acting by written agreement without meetings.

#### ARTICLE IX

##### PROCEDURE

9.1 Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the corporation or with the Statutes of Florida.

9.2 The order of business at annual members' meetings and as far as practical at other members' meetings, will be:

- 9.2.1 Election of Chairman;
- 9.2.2 Roll Call;
- 9.2.3 Proof of Notice of Meeting or Waiver of Notice;
- 9.2.4 Reading of Minutes of Prior Meeting;
- 9.2.5 Officers' Reports;
- 9.2.6 Committee Reports;
- 9.2.7 Elections;
- 9.2.8 Unfinished Business;
- 9.2.9 New Business;
- 9.2.10 Adjournment.

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## ARTICLE X

ASSESSMENTS AND MANNER OF COLLECTION

10.1 The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the condominium. Common expenses include those expenses described in the Declarations of Condominium and any other expenses designated as common expenses by the Board of Directors, under the authority and sanction of both the Declarations and the Condominium Act.

10.2 Funds for the payment of common expenses shall be assessed against and shall be a lien against the condominium parcels in the proportion of shares of common expenses provided in the Declaration of Condominium, as may be amended from time to time and the Condominium Act.

10.3 Regular assessments shall be paid by the members on a monthly basis, payable on the first day of each month.

10.4 Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments.

10.5 When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each condominium unit owner. Assessments are payable at the office of the corporation or at any other office so designated by the Association.

10.5.1 Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or less than the sums required to meet the cash re-

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quirements of the condominium, in which event the Board of Directors may increase or diminish the amount of an assessment and make such adjustments in cash, or otherwise, as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all unit owners.

10.5.2 Assessments shall not include charges for utilities separately charged and metered to each unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any unit or to the limited common elements, except that assessments may include funds for repair, maintenance and replacement of the patios and balconies.

10.5.3 Assessments are due on the dates stated in the notice of assessment, and thereafter shall bear interest at 10% per annum if not paid within 10 days of when due.

10.5.4 In the event an assessment is not paid within 10 days of the date it is due and payable, the corporation, through the Board of Directors, may proceed to enforce and collect said assessment from the delinquent owner in any manner provided for by the Condominium Act, the Declaration and these By-Laws. Each condominium unit owner shall be individually responsible for the payment of assessments against his unit and for the payment of reasonable attorneys' fees and costs incurred by the corporation in the collection of sums due, and the enforcement of any lien held by the corporation.

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ARTICLE XI

TOTF 671 PAGE 966  
REF.

FISCAL MATTERS

11.1 Fiscal Year

The fiscal year of the corporation shall begin on the 1st day of January in each year; provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board of Directors deems it advisable.

11.2 Depositories

The funds of the corporation shall be deposited in a savings and loan association and/or bank in St. Johns County, Florida, in an account for the corporation under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of one of the officers. The Board of Directors may require that all withdrawals be countersigned by a second officer. Said funds shall be used only for corporate purposes.

If demanded by mortgagees, separate accounts shall be established to maintain and disburse escrow funds, required by mortgagees, to meet mortgage requirements as to establishment of escrow for real estate taxes and insurance respecting condominium parcels.

11.3 Fidelity Bonds

Appropriate fidelity bonds shall be required by the Board of Directors covering all officers and employees of the corporation, and from any contractor who handles or is responsible for corporate funds. The premiums for such bonds shall be paid by the corporation.

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#### 11.4 Records

The corporation shall maintain accounting records according to good accounting practice which shall be open to inspection by unit owners at reasonable times. Such records shall include a record of receipts and expenditures for each unit owner which shall designate the name and address of the unit owner, the amount of each assessment, the amounts paid upon the account, and the balance due, a register for the names of any mortgage holders or lienholders who have notified the corporation of their liens, and to which lienholders the corporation will give notice of default if required.

#### 11.5 Annual Statement

The Board of Directors shall present at each annual meeting, a full and clear statement of the business and condition of the corporation.

#### 11.6 Insurance

The corporation shall procure, maintain and keep in full force and effect, all insurance required by the Declaration, pursuant to the provisions of the Declaration.

### ARTICLE XII

#### ADMINISTRATIVE RULES AND REGULATIONS

12.1 The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the common elements of the condominium and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the units, limited common elements and common elements by the members. All members shall abide

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thereby, provided that said rules and regulations shall be equally applicable to all members, and uniform in their application and effect.

#### ARTICLE XIII

##### VIOLATIONS AND DEFAULTS

13.1 In the event of a violation other than non-payment of an assessment by a unit owner of any of the provisions of the Declarations, these By-Laws, the Rules and Regulations of the corporation, the Articles of Incorporation, or any provision of the Condominium Act, the corporation, after reasonable notice to cure, not to exceed 10 days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to such injunctive relief and in the event of a failure to pay assessments, the right to foreclose its lien provided in the Condominium Law, and in every such proceeding, the unit owner at fault shall be liable for court costs and the corporation's reasonable attorneys' fees. A suit to collect unpaid assessments may be prosecuted by the corporation without waiving the lien securing such unpaid assessments.

#### ARTICLE XIV

##### AMENDMENT OF BY-LAWS

14.1 These By-Laws may be amended at any duly called meeting of the membership if notice of the meeting contains a statement of the proposed amendment; and either (a) owners owning at least a majority of all units in the Condominium adopt the Amendment with the unanimous approval of the Board; or (b) owners owning at

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least 66-2/3% of all units in the Condominium adopt the Amendment with the approval of at least a majority of the Board. Notice may be waived in writing by any member. Any member of the corporation may propose an amendment to the Board, and the Board shall act upon such proposal, at its next meeting.

ARTICLE XV

VALIDITY

15.1 If any By-Law, Regulation or Rule shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, Rule or Regulation.

The foregoing was adopted as the By-Laws of THE BAREFOOT TRACE CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, under the laws of the State of Florida, at a meeting of the members and of the initial Board of Directors of said corporation duly noticed, at which all members and Directors were present, by the unanimous vote of the members and Directors on the \_\_\_\_ day of \_\_\_\_\_, 198 .

\_\_\_\_\_  
Secretary

Approved:

\_\_\_\_\_  
President

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EXHIBIT "E" TO THE  
DECLARATION OF CONDOMINIUM OF  
THE BAREFOOT TRACE, A CONDOMINIUM

---

UNDIVIDED SHARES IN COMMON  
ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS  
OF  
THE BAREFOOT TRACE, A CONDOMINIUM

PHASE I

UNIT OWNERS SHARES OF COMMON ELEMENTS,  
COMMON EXPENSES, AND COMMON SURPLUS

UNIT	SHARE
109	1/18
110	1/18
111	1/18
207	1/18
208	1/18
209	1/18
210	1/18
211	1/18
307	1/18
308	1/18
309	1/18
310	1/18
311	1/18
407	1/18
408	1/18
409	1/18
410	1/18
411	1/18

PHASE II

UNIT OWNERS SHARES OF COMMON ELEMENTS,  
COMMON EXPENSES, AND COMMON SURPLUS

UNIT	SHARE	UNIT	SHARE
109	1/42	407	1/42
110	1/42	408	1/42
111	1/42	409	1/42
112	1/42	410	1/42
113	1/42	411	1/42
114	1/42	412	1/42
115	1/42	413	1/42
116	1/42	414	1/42
117	1/42	415	1/42
207	1/42	416	1/12
208	1/42	417	1/42
209	1/42		
210	1/42		
211	1/42		
212	1/42		
213	1/42		
214	1/42		
215	1/42		
216	1/42		
217	1/42		
307	1/42		
308	1/42		
309	1/42		
310	1/42		
311	1/42		
312	1/42		
313	1/42		
314	1/42		
315	1/42		
316	1/42		
317	1/42		

PHASE III

UNIT OWNERS SHARES OF COMMON ELEMENTS,  
COMMON EXPENSES, AND COMMON SURPLUS

UNIT	SHARE	UNIT	SHARE
101	1/66	311	1/66
102	1/66	312	1/66
103	1/66	313	1/66
104	1/66	314	1/66
105	1/66	315	1/66
106	1/66	316	1/66
109	1/66	317	1/66
110	1/66	401	1/66
111	1/66	402	1/66
112	1/66	403	1/66
113	1/66	404	1/66
114	1/66	405	1/66
115	1/66	406	1/66
116	1/66	407	1/66
117	1/66	408	1/66
201	1/66	409	1/66
202	1/66	410	1/66
203	1/66	411	1/66
204	1/66	412	1/66
205	1/66	413	1/66
206	1/66	414	1/66
207	1/66	415	1/66
208	1/66	416	1/66
209	1/66	417	1/66
210	1/66		
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303	1/66		
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306	1/66		
307	1/66		
308	1/66		
309	1/66		
310	1/66		

EXHIBIT "F" TO THE  
DECLARATION OF CONDOMINIUM OF  
THE BAREFOOT TRACE, A CONDOMINIUM

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LEGAL DESCRIPTION AND PLOT PLANS  
OF PROPOSED PHASES  
OF  
THE BAREFOOT TRACE, A CONDOMINIUM

THE BAREFOOT TRACE

## Phase I

A portion of the South 1600 feet of Government Lot 1, Section 86, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

As a point of beginning commence at the intersection of the North line of the south 1600 feet of said Government Lot 1, with the Easterly right-of-way line of State Road A.1.A. (a 100 foot right-of-way) said point lying on a curve concave westerly and having a radius of 2919.93 feet; thence south  $89^{\circ} 37' 47''$  east, along said north line of the south 1600 feet of said Government Lot 1, a distance of 230.90 feet; thence south  $02^{\circ} 58' 34''$  west, a distance of 192.30 feet; thence south  $05^{\circ} 01' 26''$  east, a distance of 13.41 feet; thence north  $76^{\circ} 58' 34''$  east a distance of 14.00 feet; thence north  $19^{\circ} 53' 13''$  east, a distance of 5.90 feet; thence south  $81^{\circ} 01' 26''$  east, a distance of 58.00 feet; to the approximate mean high water line of the Atlantic Ocean; thence southerly along said mean high water line of the Atlantic Ocean a distance of 197 feet more or less, thence south  $76^{\circ} 52' 34''$  west, a distance of 237 feet more or less; thence north  $73^{\circ} 12' 12''$  west, a distance of 42.00 feet; thence south  $54^{\circ} 58' 34''$  west, a distance of 63.00 feet; thence south  $35^{\circ} 01' 26''$  east, a distance of 42.00 feet; thence south  $24^{\circ} 25' 02''$  west, a distance of 65.97 feet; thence north  $89^{\circ} 40' 24''$  west, a distance of 119.53 feet; thence north  $05^{\circ} 22' 49''$  west, a distance of 89.26 feet; thence south  $84^{\circ} 38' 58''$  west, a distance of 97.79 feet, to the east right-of-way line of said State Road A.1.A.; thence north  $05^{\circ} 25' 22''$  west, along said east right-of-way line of State Road A.1.A., a distance of 153.01 feet, to a curve concave westerly and having a radius of 2914.93 feet; thence along the arc of said curve and along said right-of-way line, having created a chord bearing and distance of North  $08^{\circ} 11' 19''$  West, 274.73 feet to the point-of-beginning.

Said parcel contains 3.87 acres more or less.

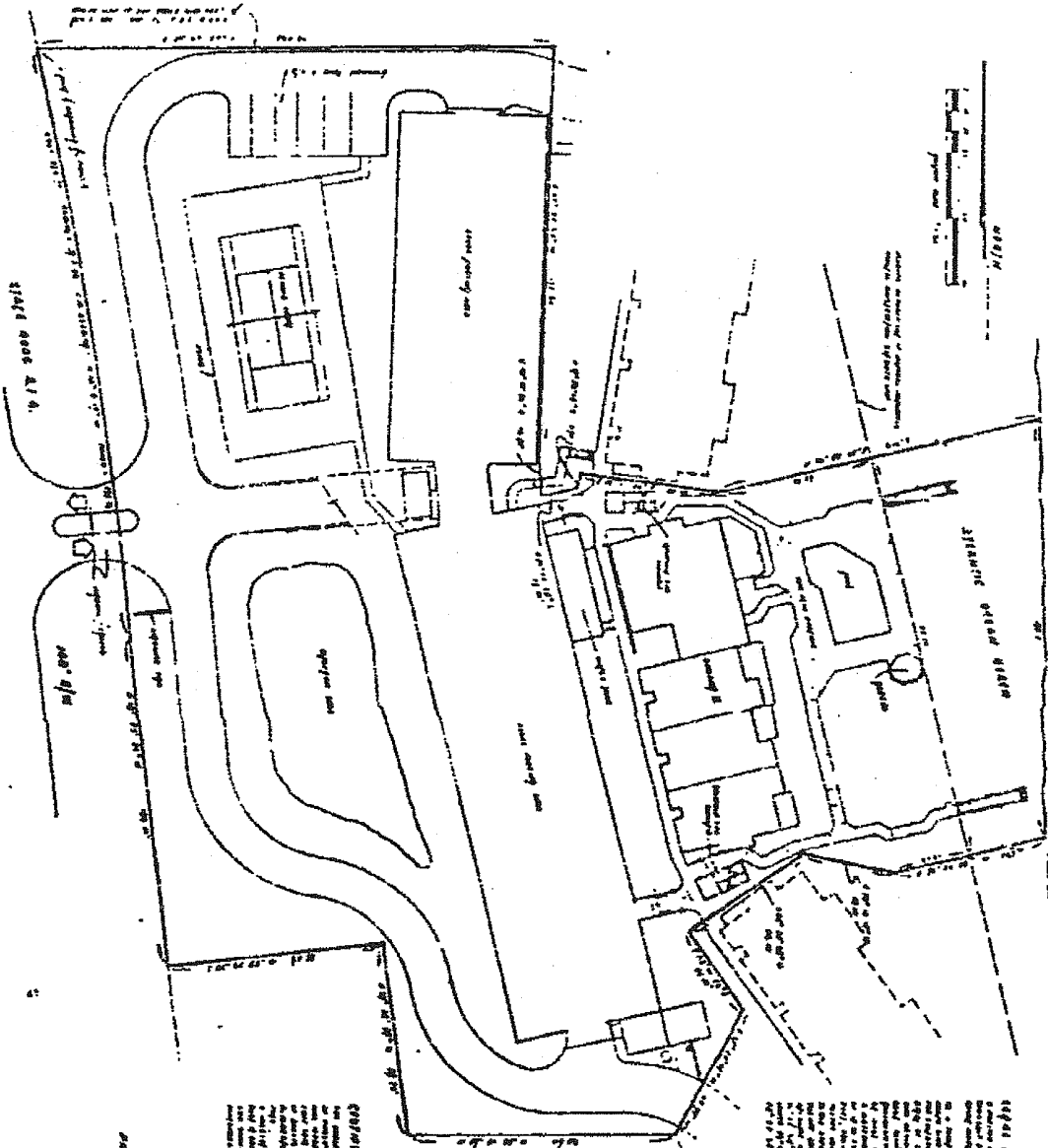
LESS AND EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY:

less and except the following described property:

A portion of the south 1600 feet of Government Lot 1, Section 26, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: As a point of reference commence at the intersection of the north line of the south 1600 feet of said Government Lot 1, with the easterly right-of-way line of State Road A1A (100 foot right-of-way) said point lying on a curve concave westerly and having a radius of 2914.93 feet, thence southerly along the said easterly right-of-way line of State Road A1A 274.83 feet to a point of tangency thereof; thence continue southerly along the easterly right-of-way line of State Road A1A South 05°25'22" east 153.01 feet; thence North 84°38'58" east 97.79 feet; thence South 05°22'49" east 89.20 feet; thence South 89°40'24" east 119.53 feet; thence South 24°21'58" east 115.50 feet; thence South 89°40'24" east 134.00 feet to the point of beginning of this description; thence continue South 89°40'24" east 4.13 feet to the coastal construction set back line; thence South 13°01'26" east along the coastal construction set back line 97.64 feet; thence North 89°40'24" west 17.74 feet; thence North 05°05'08" west 95.43 feet to the point of beginning of this description.

PHASE I ----- A PHASED CONDONING PLAN

## PHASE CONDUCTION



It was not the first time that a protest of this type had taken place in the city. In 1967, the city had been the site of a large demonstration against the Vietnam War, and in 1968, a large demonstration against the war in the city of Chicago.

In a study beginning immediately after the September 11 attacks, we found that the majority of the respondents (60%) were male, with 40% female. The majority of the respondents (60%) were aged 18 to 24, with 20% aged 25 to 34, 10% aged 35 to 44, 10% aged 45 to 54, and 10% aged 55 and older. The majority of the respondents (60%) were students, with 20% employed, 10% unemployed, 10% retired, and 10% other. The majority of the respondents (60%) were from the United States, with 20% from Canada, 10% from the United Kingdom, 10% from Australia, and 10% from other countries. The majority of the respondents (60%) were white, with 20% black, 10% Asian, 10% Hispanic, and 10% other. The majority of the respondents (60%) were married, with 20% single, 10% divorced, and 10% widowed. The majority of the respondents (60%) were living in a city, with 20% in a suburb, 10% in a rural area, and 10% in a remote area. The majority of the respondents (60%) were living in a house, with 20% in an apartment, 10% in a mobile home, and 10% in other housing. The majority of the respondents (60%) were living in a city, with 20% in a suburb, 10% in a rural area, and 10% in a remote area. The majority of the respondents (60%) were living in a house, with 20% in an apartment, 10% in a mobile home, and 10% in other housing.

**SECRET**

and young women in the San Francisco Bay area are taking to the streets in protest against the Vietnam War. They are protesting against the war in Vietnam, the war in Cambodia, the war in Laos, and the war in China. They are protesting against the war in the Middle East, the war in Africa, and the war in Latin America. They are protesting against the war in the Pacific, the war in the Caribbean, and the war in the Atlantic. They are protesting against the war in the Arctic, the war in the Antarctic, and the war in the Southern Ocean. They are protesting against the war in the sky, the war in the sea, and the war in the earth.

[illegible]

For the last 25 years, the *Journal of the American Medical Association* has been the most widely read and cited journal in the field of internal medicine. It is a journal that has been a part of the medical profession's life for over a century. It is a journal that has been a part of the medical profession's life for over a century. It is a journal that has been a part of the medical profession's life for over a century.

[illegible]



THE BAREFOOT TRACE

Phase II

FILE 671 PAGE 978

A portion of the south 1600 feet of Government Lot 1, Section 26, Township 8 south, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

As a point of reference commence at the intersection of the north line of the south 1600 feet of said government Lot 1, with the easterly right-of-way line of State Road A.1.A. (a 100 foot right-of-way) said point lying on a curve concave westerly and having a radius of 2914.93 feet; thence along the arc of said curve and along said right-of-way line, having a chord bearing and distance of south 08° 11' 19" east, 274.73 feet to a point of tangency thereof; thence south 05° 25' 22" east, along said easterly right-of-way line of State Road A.1.A., a distance of 153.01 feet; thence North 84° 38' 58" east, a distance of 97.79 feet; thence south 05° 22' 49" east, a distance of 89.20 feet; thence south 89° 40' 24" east, a distance of 119.53 feet to the point of beginning; thence north 24° 25' 02" east, a distance of 65.97 feet; thence north 35° 01' 26" west, a distance of 42.00 feet; thence north 54° 58' 34" east, a distance of 63.00 feet; thence south 73° 18' 12" east, a distance of 42.00 feet; thence North 76° 58' 34" east, a distance of 237 feet more or less to the approximate mean high water line of the Atlantic Ocean; thence southerly along said mean high water line a distance of 374 feet more or less; thence north 89° 40' 24" west, a distance of 122 feet more or less to a point on the Florida Department of Natural Resources Coastal Construction Setback line; thence north 13° 01' 26" west, along said Florida Department of Natural Resources Coastal Construction setback line, a distance of 97.64 feet; thence north 89° 40' 24" west, a distance of 138.19 feet; thence north 24° 21' 58" west, a distance of 115.50 feet to the point of beginning.

Said parcel contains 2.04 acres more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Less and except the following described property:

A portion of the south 1600 feet of Government Lot 1, Section 26, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: As a point of reference commence at the intersection of the north line of the south 1600 feet of said Government Lot 1, with the easterly right-of-way line of State Road A1A (100 foot right-of-way) said point lying on a curve concave westerly and having a radius of 2914.93 feet, thence southerly along the said easterly right-of-way line of State Road A1A 274.83 feet to a point of tangency thereof; thence continue southerly along the easterly right-of-way line of State Road A1A South 05°25'22" east 153.01 feet; thence North 84°38'58" east 97.79 feet; thence South 05°22'49" east 89.20 feet; thence South 89°40'24" east 119.53 feet; thence South 24°21'53" east 115.50 feet; thence South 89°40'24" east 134.00 feet to the point of beginning of this description; thence continue South 89°40'24" east 4.19 feet to the coastal construction set back line; thence South 13°01'26" east along the coastal construction set back line 97.64 feet; thence North 89°40'24" west 17.74 feet; thence North 05°05'08" west 95.43 feet to the point of beginning of this description.

### A P P E N D I X C O N C L U S I O N S

1994-1995

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44-38861-1000

8 MAY 1968 0459 P. 8.

1. *What is the purpose of the study?*  
 2. *What are the research objectives?*  
 3. *What is the research design?*  
 4. *What are the variables?*  
 5. *What is the sample?*  
 6. *What are the data collection methods?*  
 7. *What are the data analysis methods?*  
 8. *What are the results?*  
 9. *What are the conclusions?*  
 10. *What are the limitations?*  
 11. *What are the implications?*  
 12. *What are the recommendations?*

purpose of.  
 DIRECTOR, FBIHQ. WASH.  
 APPROVING AND SIGNING  
 THE REVIEW AND CORRECT.

MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document.

THE BAREFOOT TRACE

FILE 671 PAGE 981

Phase III

A Portion of the South 1600 feet of Government Lot 1, Section 26, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

As a point of reference commence at the intersection of the north line of the south 1600 feet of said Government Lot 1, with easterly right-of-wayline of State Road A.1.A. (a 100 foot right-of-way) said point lying on a curve concave westerly and having a radius of 2914.93 feet; thence south  $89^{\circ} 37' 47''$  east, along said north line of the south 1600 feet of Government Lot 1, a distance of 230.9 feet to the point of beginning; thence continue south  $89^{\circ} 37' 47''$  east along said north line of the south 1600 feet of Government Lot 1, a distance of 10.96 feet; thence continue along said north line South  $89^{\circ} 43' 42''$  east, a distance of 360 feet more or less to the approximate mean high water line of the Atlantic Ocean; thence southerly along said mean high water line a distance of 132 feet more or less; thence south  $76^{\circ} 58' 34''$  east, a distance of 316 feet more or less; thence north  $81^{\circ} 01' 26''$  west, a distance of 58.00 feet; thence south  $19^{\circ} 53' 13''$  west, a distance of 5.90 feet; thence south  $76^{\circ} 58' 34''$  west, a distance of 14.00 feet; thence north  $03^{\circ} 01' 26''$  west, a distance of 13.41 feet; thence north  $02^{\circ} 58' 34''$  east, a distance of 192.30 feet to the point of beginning.

Said Parcel contains 1.52 acres more or less.

PLEASE REPLY TO THE FOLLOWING ADDRESS

44 PLYMOUTH COLLEGE

to employees in this sector, the total net percentage of net 1, 20 years in, construction of single, double the net, 30 years growth, more 100, many more realistically estimated by business, a

Did you ever observe a person like a Jew? I have seen many of them since

[illegible]

These three and numerous other questions will continue to grow sharper and more important as we make our way through the next century. It is my hope that this book will contribute to the answers.

[illegible]

५०६३७-११४

MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document.

Exhibit "G" to  
The Declaration of Condominium  
Of  
The Barefoot Trace, a Condominium  
JOINDER AND CONSENT OF MORTGAGEE TO  
DECLARATION OF CONDOMINIUM

EMPIRE OF AMERICA Federal Savings Bank, formerly known as Empire of America FSA, the owner and holder of a mortgage encumbering the land described in Exhibits A and F attached to the Declaration of Condominium of The Barefoot Trace, a condominium, according to the Declaration thereof to which this Joinder is attached, hereby consents to and joins in the said Declaration thereof and agrees that the lien of its mortgage, to the extent of the encumbrance upon the land described in Exhibits A and F to the Declaration of Condominium shall be upon all of the condominium parcels of The Barefoot Trace, a condominium, according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

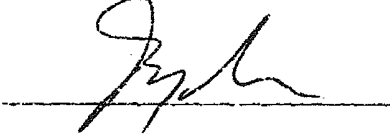
Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by Empire of America Federal Savings Bank, or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Florida Statute 718.104(4)(m).

EXECUTED this 8<sup>th</sup> day of April, 1985.

WITNESSES:

EMPIRE OF AMERICA FEDERAL  
SAVINGS BANK, Mortgagee

  
\_\_\_\_\_  
Karen Lubiano

By:   
\_\_\_\_\_  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Egon G. Warty to me known to be the person described in and who executed the foregoing instrument as President of the corporation named therein, and acknowledged before me that (s)he executed the same as such officer in the name and on behalf of said corporation.

Witness my hand and official seal in the county and state last aforesaid, this 8<sup>th</sup> day of April.

FILED APR 17 1985  
PUBLIC RECORDS  
VOLUSIA COUNTY, FLORIDA

1985 APR 17 PM 2:10

Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires March 28, 1986  
Revised from Law Firm: Thompson, Inc.