

O.R. 813 PG 1321

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DECLARATION OF CONDOMINIUM
OF
BEACH HOMES AT VILLAGES OF VILANO,
A Condominium

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DECLARATION OF CONDOMINIUM

OF

BEACH HOMES AT VILLAGES OF VILANO, A CONDOMINIUM

VILANO VENTURE, INC., a Florida corporation, hereinafter called "Developer" does hereby make, declare, and establish this Declaration of Condominium (hereinafter sometimes called "this Declaration"), as and for a plan of Condominium Ownership for BEACH HOMES AT VILLAGES OF VILANO, A Condominium, consisting of real property and improvements thereon as hereinafter described.

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 rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said Condominium, and in consideration of receiving and by acceptance of a conveyance, grant, devise, lease, or mortgage, all grantees, devisees, lessees, and assigns and all parties claiming by, through or under such persons, agree to be bound by all provisions hereof. Both the burdens imposed and the benefits shall run with each Unit and the interests in the Common Elements as herein defined.

I

DEFINITIONS

The terms used in this Declaration and in the Articles of Incorporation, the By-Laws and Rules and Regulations of the BEACH HOMES AT VILLAGES OF VILANO Condominium Association, shall have the meaning stated in Chapter 718, Florida Statutes (hereinafter referred to as the Condominium Act) and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

1. "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against a Unit Owner.

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2. "Association" means the Beach Homes at Villages of Vilano Condominium Association, Inc., the corporate entity responsible for the operation of the Condominium.

3. "Board of Administration" means the board of directors or other representative body responsible for administration of the Association.

4. "By-Laws" means the by-laws of the Association existing from time to time.

5. "Common Area" means all property from time to time owned by the Villages of Vilano Homeowners' Association, Inc., for the common use and enjoyment of Owners of Lots and Units within the Villages of Vilano PUD.

6. "Common Elements" includes within its meaning the following:

6.1 The Condominium property which is not included within the Units.

6.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the Common Elements.

6.3 An easement of support in every portion of a Unit which contributes to the support of a building.

6.4 The property and installation required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements.

6.5 Easements for maintenance of Common Elements.

7. "Common Expenses" means all expenses and Assessments properly incurred by the Association for the Condominium.

8. "Common surplus" means the excess of all receipts of the Association, collected on behalf of the Condominium, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over Common Expenses.

9. "Condominium" means Beach Homes at Villages of Vilano, a Condominium.

10. "Condominium Parcel" means a Unit, together

with the undivided share in the Common Elements which is appurtenant to the Unit.

11. "Condominium Property" means the lands, leaseholds and personal property that are subjected to Condominium ownership by this Declaration, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

12. "Declaration or Declaration of Condominium" means the instrument or instruments by which the Condominium is created, as they are from time to time amended.

13. "Declaration of Covenants and Restrictions for Villages of Vilano", attached hereto as Exhibit "K", means the Declaration of Covenants and Restrictions for Villages of Vilano, recorded in the Public Records of St. Johns County, as amended from time to time.

14. "Developer" means the entity which creates a Condominium or offers Condominium parcels for sale or lease in the ordinary course of business, but does not include an Owner or lessee or a Unit Owner who has acquired his Unit for his Owner occupancy. The Developer of this Condominium is VILANO VENTUREZ, INC., a Florida corporation.

15. "Institutional Mortgagee" is the owner and holder of a mortgage encumbering a Condominium Parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan Association, real estate or mortgage investment trust, federal or state agency, the Developer or other mortgagee which shall be acceptable to and approved by the Board of Administration.

16. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units, as specified in the Declaration of Condominium.

17. "Lot or Lots" means any plot of land shown on any recorded subdivision plat of Villages of Vilano or any subsequently recorded plat of same.

18. "Master Homeowners' Association" means the VILLAGES OF VILANO HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns, to manage and maintain the Common Area within the Villages of Vilano PUD.

19. "OPERATION" OR "OPERATION OF THE CONDOMINIUM" includes but is not limited to the administration and management of the Condominium Property.

20. "Unit or Units" mean a part of the Condominium Property which is subject to exclusive ownership.

21. "Unit Owner", "Owner of a Unit" or "Owners of the Units" mean the record Owner of a Condominium Parcel.

22. "Utility Services" as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and all exhibits attached thereto, shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and other required services imposed by governmental authorities.

II

ESTABLISHMENT OF CONDOMINIUM

The Developer is the Owner of the fee simple title to that certain real property situate in the County of St. Johns, State of Florida, which property is more particularly described as follows; to-wit;

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

and on which property the Developer owns one three-story building containing sixty-two (62) Units and other appurtenant improvements as hereinafter described. The Developer does hereby submit the above described real property, together with the improvements thereon, to Condominium Ownership and use pursuant to the Condominium Act, and hereby declares the same to be known and identified as BEACH HOMES AT VILLAGES OF VILANO, A Condominium, hereinafter referred to as the "Condominium."

The provisions of the Florida Condominium Act are hereby adopted herein by express reference and shall govern the Condominium

and the rights, duties and responsibilities of Unit Owners hereof, except where permissive variances therefrom appear in the Declaration and the By-Laws and Articles of Incorporation of BEACH HOMES AT VILLAGES OF VILANO Condominium Association, INC., a Florida corporation not for profit.

III

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibits B and C, are a boundary survey, a graphic site plan of the overall planned improvements, and graphic descriptions of the improvements contemplated to be developed thereon, identifying the Units, the Common Elements and the Limited Common Elements, and their respective locations and dimensions. Said surveys, graphic descriptions and site plan were prepared by:

Bassett & Bassett, Inc.
Surveyors, Engineers, Land Planners
Jacksonville, Florida

and have been certified in the manner required by the Florida Condominium Act. Each Unit is identified and designated by a specific number. No Unit bears the same numerical designation as any other Unit. The specific numbers identifying each Unit are listed on Exhibit E, attached hereto.

IV

USE OF RECREATIONAL FACILITIES AND OWNERSHIP BY MASTER ASSOCIATION

The recreational facilities serving the Condominium will consist of an indoor swimming pool, community facilities room, sauna, hot tub, weight room, locker rooms, two (2) tennis courts, two (2) racquetball courts, a pedestrian walkover, and beach cabana as shown on Exhibit F attached hereto. The aforesaid facilities are owned by the Master Homeowners' Association, and reserved for the use and enjoyment of all Owners of Lots and Units situated within the Villages of Vilano Planned Unit Development, hereinafter referred to as "Villages of Vilano". Every Owner of a Unit in the Condominium shall be a member of the Master Association and shall have the right to utilize in common with other members of the Association, the aforesaid recreational facilities in

accordance with the Declaration of Covenants and Restrictions for Villages of Vilano and any and all rules and regulations promulgated by the Board of Directors of such Association and the Declaration of Covenants Conditions and Restrictions, attached hereto as Exhibit I .

V

**OWNERSHIP OF UNITS AND APPURTENANT SHARE IN COMMON ELEMENTS
AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES**

Each Unit shall be conveyed as an individual property capable of independent use and fee simple Ownership and the Owner or Owners of each Unit shall own, as an appurtenance to the Ownership of each said Unit, an undivided one sixty-second (1/62nd) share of all Common Elements of the Condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and walls between Units. The space within any of the Units and Common Elements shall not be further subdivided. Any undivided interest in the Common Elements is hereby declared to be appurtenant to each Unit and such undivided interest shall not be separate from the Unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and an undivided one sixty-second (1/62nd) interest in all Common Elements of the Condominium.

The Developer hereby, and each subsequent Owner of any interest in a Unit and in the Common Elements, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the Common Elements under the laws of the State of Florida as it exists now or hereafter until this Condominium project is terminated according to the provisions hereof or by law. Any Owner may freely convey an interest in a Unit together with an undivided interest in the Common Elements subject to the provisions of this Declaration. The Developer hereby reserves the right to remove any party walls between

any Units in order that the said Units may be used together as one (1) integral Unit. All Assessments and voting rights, however, shall be calculated as if such Units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several Units are used as one.

All Owners of Units shall have as an appurtenance to their Units a non-exclusive perpetual easement of ingress to and egress from their Units over streets, driveways, walks, terraces and other rights of way serving the Units and Common Elements from and to the public highways bounding the Condominium, and a perpetual right or easement, in common with all persons owning an interest in any Unit in the Condominium, to the use and enjoyment of all public portions of the buildings and to other common facilities (including but not limited to facilities as they now exist) located on the Common Elements. In addition, the Declaration of Covenants and Restrictions for Villages of Vilano attached hereto as Exhibit K provides that Owners of Units within Villages of Vilano shall have as an appurtenance to their Unit a non-exclusive easement for ingress and egress over the roadways and right of ways serving the Condominium Property and other properties within Villages of Vilano and providing access to the public-ways.

All property covered by the exhibits hereto shall be subject to a perpetual easement for encroachments which now exist or hereafter may exist caused by settlement or movement of the buildings, and such encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists.

All Units and the Common Elements shall be subject to a perpetual easement granted to the Association, and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein. The Association shall have the right to grant utility easements under, through or over the Common Elements and such other easements as the Board of Administration, in its sole discretion, shall decide. All Units and Common Elements shall also be subject to the terms, provisions, restrictions and easements contained in the Declaration of Covenants

and Restrictions for Villages of Vilano, attached hereto as Exhibit "K".

The Common Expenses shall be shared and the common surplus shall be owned in the same proportion as each such Unit Owner's share of the Ownership of the Common Elements, that is one sixty-second (1/62nd).

VI

UNIT BOUNDARIES, COMMON ELEMENTS, AND

LIMITED COMMON ELEMENTS

The Units of the Condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor and wall coverings) and ceilings of the Units, the boundaries of which Units are more specifically shown on Exhibit "D", attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the Units, while the upper and lower boundaries of the Units, relating to the elevations of the Units, are shown in notes on said plan.

There are Limited Common Elements appurtenant to each of the Units in this Condominium, as shown and reflected by the floor and site plans. These Limited Common Elements are reserved for the use of the Units appurtenant thereto, to the exclusion of other Units, and there shall pass with a Unit, as an appurtenance thereto, the exclusive right to use the Limited Common Elements so appurtenant. In addition, there are seventy-eight (78) parking spaces located on the ground floor of the condominium building, as shown on Exhibit "C". These parking spaces are Common Elements, for which the Developer reserves the right to designate the parking spaces for use by individual Unit Owners and upon such designation by Developer, these parking spaces shall become Limited Common Elements, which shall be appurtenant to and pass with a Unit. The Developer may sell or charge a fee for the eight (8) remaining parking spaces, which are not assigned to individual units as shown on Exhibit "E".

Expenses of maintenance, repair or replacement relating to the Common Elements and Limited Common Elements shall be treated as and

paid for as a part of the Common Expenses of the Association, except the expenses of maintenance relating to the balconies, floor, ceiling and inside wall surfaces shall be borne by the individual Unit Owner. However, the expense of maintenance, repair or replacement made necessary by the act of any Unit Owner shall be borne by said Unit Owner.

The Common Elements of the Condominium consist of all of the real property, improvements and facilities of the Condominium other than the Units and the Limited Common Elements as the same are hereinabove defined, and shall include easements through the Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units, Limited Common Elements and Common Elements and easements of support in every portion of a Unit which contributes to the support of improvements and shall further include all personal property held and maintained for the joint use and enjoyment of all the Owners of the Units.

VII

ADMINISTRATION OF CONDOMINIUM BY

THE ASSOCIATION

The operation and management of the Condominium shall be administered by the Association, a corporation not for profit, organized and existing under the laws of the State of Florida.

The Association shall make available to Unit Owners, lenders and the holders and insurers of first mortgages on any Unit, current copies of the Declaration, By-Laws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association also shall be required to make available to prospective purchasers current copies of the Declaration, By-Laws, other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association, upon written request from any of the agencies or corporations which have an interest or prospective interest in the Condominium, shall prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year.

The Association shall have all of the powers and duties set forth in the Florida Condominium Act and, where not inconsistent therewith, those powers and duties set forth in this Declaration, the Articles of Incorporation and By-Laws of the Association. True and correct copies of the Articles of Incorporation and the By-Laws are attached hereto, as Exhibits G and H, respectively.

VIII

ADMINISTRATION OF COMMON AREA WITHIN

VILLAGES OF VILANO BY THE MASTER HOMEOWNERS' ASSOCIATION, INC.

The operation and management of the Common Area lying within Villages of Vilano shall be administered by the Master Homeowners' Association, a non profit corporation organized and existing under the laws of the State of Florida. The Declaration of Covenants and Restrictions for Villages of Vilano, provides that all Owners of Lots and Units within Villages of Vilano shall be members of the Master Homeowners' Association. Said Declaration further provides for the payment of annual and special Assessments to the Master Homeowners' Association by the Owners of Units and for the placement and enforcement of liens upon Units in the event of non-payment of said Assessments. A copy of the operating budget for said Master Homeowners' Association is attached hereto as Exhibit N.

IX

MEMBERSHIP AND VOTING RIGHTS

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the Units shown on the exhibits hereto and which interest is evidenced by recordation of a Warranty Deed in the Public Records of St. Johns County, Florida, shall automatically be members of the Association and their memberships shall automatically terminate when they no longer own such interest.

There shall be a total of sixty-two (62) votes to be cast by the Owners of the Units. Such votes shall be apportioned and cast as follows: The Owner of each Unit (designated as such on the exhibits

attached to this Declaration) shall be entitled to cast one (1) vote. Where the Unit is owned by the managing non-profit corporation, no vote shall be allowed for such Unit. Where a Unit is owned by a corporation, partnership or other legal entity or by more than one (1) person, all the Owners thereof shall be collectively entitled to the vote assigned to such Unit and such Owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the Owners of such Unit of which he is a part until such authorization shall have been changed in writing. The term, "Owner," as used herein, shall be deemed to include the Developer.

All of the affairs, policies regulations and property of the Association shall be controlled and governed by the Board of Administration which shall be elected annually by the members entitled to vote, as provided in the By-Laws. Each director shall be the Owner of a Unit (or a partial Owner of a Unit where such Unit is owned by more than one (1) individual, or if a Unit is owned by a corporation, including the Developer, any duly elected officer or officers of an Owner corporation may be elected a director or directors). The first election of directors shall be held sixty (60) days from the date of recording of the Declaration of Condominium.

The Owners shall place members on the Board of Administration in accordance with the schedule as follows: When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units, the Unit Owners shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration: (a) Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) Three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) When all 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 shall occur first. The Developer is entitled to elect at least one member of the Board of Administration as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the Units in the Condominium.

X

COMMON EXPENSES, ASSESSMENTS, COLLECTIONLEARN AND ENFORCEMENT, LIMITATIONS

The Board of Administration shall propose annual budgets in advance for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the Common Expense budget, which shall include, without limitation, the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of Common Elements and Limited Common Elements, landscaping, streets and walkways, office expense, utility services, replacement reserves, casualty insurance, liability insurance and administration salaries. The failure of the Board of Administration to include any item in the annual budget shall not preclude it from levying an additional Assessments in any calendar year for which the budget has been projected. In determining such Common Expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen (15%) percent of the total projected Common Expenses for the year. Each Unit Owner shall be liable for the payment to the Association of one sixty-second (1/62nd) of the Common Expenses as determined in said budget.

After adoption of the budget and determination of the annual Assessments per Unit, as provided in the By-Laws, the Association shall assess such sum by promptly notifying all Owners by delivering or mailing notice thereof to the voting member representing each Unit at such member's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual Assessments shall be due and payable in advance to the Association on the first day of each month.

The Developer shall be excused from the payment of its share of the Common Expenses and Assessments related thereto on Units it owns in the Condominium for the period of time commencing with the date of the recording of the Declaration until December 31, 1990, or until the Unit Owners, other than the Developer, elect the majority of the members of the Board of Administration, whichever occurs first, during which period of time the Developer guarantees that the Assessments for Common Expenses of the Condominium imposed upon the respective Unit Owners shall not increase more than Two Hundred Fifty (\$250.00) Dollars per annum, per Unit and pays when due any amount of Common Expenses incurred during said period of time and not produced by the Assessments at the aforesaid guaranteed level receivable from other Unit Owners.

Each initial Unit Owner other than the Developer shall pay at closing an initial contribution to the Association's operating account in an amount at least equal to two months Assessments for the Unit. This Assessment shall not be credited against the regular Assessments for the Unit, and may be used for any purpose related to the operation of the Condominium.

Special Assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association in the operation and management of the Condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special Assessments which is not connected with an actual operating, managerial or maintenance expense of the Condominium, shall not be levied without the prior approval of the members owning a majority of the Units in the Condominium.

The liability for any Assessments or portion thereof may not be avoided by a Unit Owner or waived by reason of such Unit Owner's waiver of the use and enjoyment of any of the Common Elements of the Condominium or by his abandonment of his Unit.

The record Owners of each Unit shall be personally liable, jointly and severally, to the Association for the payment of all Assessments, regular or special, made by the Association and for all costs of collection of delinquent Assessments. In the event Assessments against a Unit are not paid within thirty (30) days after their due

date, the Association shall have the right to foreclose its lien for such Assessments.

Assessments that are unpaid for over thirty (30) days after the due date shall bear interest at eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is greater, until paid. Additionally, the Board of Administration shall have the sole discretion to impose a late charge not to exceed Twenty-Five (\$25.00) Dollars on payments more than fifteen (15) days late. Notwithstanding anything herein to the contrary, the interest rate applicable to unpaid Assessments shall at no time exceed the maximum rate permitted by applicable law.

The Association shall have a lien on each Condominium Parcel for any unpaid Assessments and interest thereon which has been assessed against the Unit Owner of such Condominium Parcel and for reasonable attorney's fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien shall be effective from and after the time of recording in the Public Records of St. Johns County, Florida (the same being the county in which the subject Condominium is located) of a claim of lien stating the description of the Condominium Parcel, the name of the record Owner, the amount due and the date when due. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid Assessments, interest, costs and attorney fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. All such claims of lien shall be signed and acknowledged by an officer or agent of the corporation. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in a form that may be recorded in the Public Records of St. Johns County, Florida. By recording a notice in substantially the following form, a Unit Owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his Condominium Parcel:

Notice of Contest of Lien

TO: Beach Homes at Villages of Vilano Condominium Association, Inc.

You are notified that the undersigned contests the claim of lien filed by you on _____, 19____, and recorded in Official Records Book _____ at Page _____ of the Public Records of St. Johns County, Florida, and that the time within which you may file suit to enforce your lien is limited to ninety (90) days from the date of service of this notice.

Executed this _____ day of _____, 19____.

Signed: _____
Owner, Agent or Attorney

After service of a copy of the Notice of Contest of Lien, the Association shall have ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within that ninety (90) day period, the lien is void.

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

No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a notice of contest of lien as provided in Section 718.115(4).

If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require

the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

The provisions of Section 718.116 of the Florida Condominium Act are incorporated herein by reference and made a part hereof, and the Association shall have all of the powers and duties as set forth in said Section 718.116, as well as all the powers and duties set forth in this Article VII of this Declaration, where the same are not in conflict with or limited by Section 718.116.

The Association has the power to purchase the Condominium Parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

Within fifteen (15) days after written request by a Unit Owner or Unit mortgagee, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him with respect to his Condominium Parcel. The holder of a mortgage or other lien of record has the same right as to any Condominium Parcel upon which he has a lien.

As to priority between the lien of a recorded mortgage and the lien for any Assessments, the lien for Assessments shall be subordinate and inferior to any recorded mortgage, unless the Assessments is secured by a claim of lien which is recorded prior to the recording date of the mortgage.

Any person purchasing or encumbering a Unit shall have the right to rely upon any statement made in writing by an officer of the Association regarding Assessments against Units which have already been made and which are due and payable to the Association, and the Association and the members shall be bound thereby.

The Association may at any time require Owners to maintain a minimum balance on deposit with the corporation to cover future

Assessments. Said deposit shall in no event exceed three (3) months' Assessments.

A Unit Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is an 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, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee therefor.

XI

INSURANCE COVERAGE, USE AND DISTRIBUTION OF
PROCEEDS, REPAIR OR RECONSTRUCTION AFTER CASUALTY

A. Type and scope of Insurance Coverage Required

1. Insurance for Fire and Other Perils

The Association shall obtain, maintain, and pay the premiums upon, as a common expense, a "master" or "blanket" type policy of property insurance covering all of the Common Elements and Limited Common Elements, (except land, foundation and excavation costs) including fixtures to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies, and other common personal property belonging to the Association. All references herein to a "master" or "blanket" type of policy of property insurance shall denote a single entity Condominium insurance coverage. In addition, any fixtures, equipment or other property initially installed within the Units in accordance with the original plans and specifications (regardless of whether or not such property is a part of the Common Elements) shall be covered in such "master" or "blanket" policy except for wall, floor, and ceiling coverings in individual Units.

The "master" policy shall be in an amount equal to one hundred (100%) percent of current replacement cost of the Condominium, exclusive of land, foundation, excavation and other items normally excluded from coverage.

The policies may also be issued in the name of an authorized representative of the Association, including any insurance

trustee with whom the Association has entered into an insurance trust agreement, or any successor trustee, as insured, for the use and benefit of the individual owners. Loss payable shall be in favor of the Association or insurance trustee, as a trustee, for each Unit Owner and each such owner's mortgagee. The Association or insurance trustee, if any, shall hold any proceeds of insurance in trust for Unit Owners and their first mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the fraction of common ownership set forth in this Declaration. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request. Such policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the St. Johns County area and shall name any holder of first mortgages on Units within the Condominium. Such policies shall provide that they may not be cancelled or substantially modified, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies.

Policies are unacceptable where (i) under the terms of the insurance carrier's charter, by-laws, or policy, contributions or Assessments may be made against borrowers, FEDERAL HOME LOAN MORTGAGE CORPORATION, hereinafter referred to as FHLMC, FEDERAL NATIONAL MORTGAGE Association, hereinafter referred to as FNMA, or the designee of FHLMC or FNMA; or (ii) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members, or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds. The policies shall also provide for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Owners collectively; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

The insurance policy shall afford, as a minimum, protection against the following:

- (a) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and
- (b) in the event the Condominium contains a steam boiler, loss or damage resulting from steam boiler equipment accidents in an amount not less than \$100,000.00 per accident per location (or such greater amount as deemed prudent based on the nature of the property); and
- (c) all other perils which are customarily covered with respect to Condominiums similar in construction, location and use, including all perils normally covered by the standard "all-risk" endorsement.

In addition, such policies shall include an "agreed amount endorsement" and, if available, an "inflation guard endorsement."

The Association shall provide, if available, a construction code endorsement (such as a demolition cost endorsement, a contingent liability from operation of building laws endorsement and an increased cost of construction endorsement) if the Condominium is subject to a construction code provision which would become operative and require changes to undamaged portions of the building, thereby imposing significant costs in the event of partial destruction of the Condominium by an insured hazard. The deductible may not exceed \$5,000.00 except for damage caused by wind storm, in which event the deductible may be greater.

2. Liability Insurance

The Association shall maintain comprehensive general liability insurance coverage covering all of the Common Elements, commercial space owned and leased by the Association, if any, and public ways of the Condominium project. Coverage limits shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection

with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies shall provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage on any Unit in the Condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. The Association shall also provide, such other insurance coverage as the Board of Administration, in its discretion, may determine from time to time to be in the best interest of the Unit Owners. Such coverage may include protection against such other risks as are customarily covered with respect to Condominiums similar in construction, location and use, including but not limited to, directors liability insurance, employers liability insurance, contractual and all written contract insurance, comprehensive automobile liability insurance, workman's compensation insurance and employee benefits liability insurance.

3. Flood Insurance

If the Condominium is located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon, as a common expense, a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy (herein insurable property), in an amount deemed appropriate by the Association, but not less than the following:

The less of: (a) the maximum coverage available under the NFIP for all buildings and other insurable property within the Condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; or (b) one hundred (100%) percent of current "replacement cost" of all such buildings and other insurable property within such area.

Such policy shall be in a form which meets the criteria set

forth in the most current guidelines on the subject issued by the Federal Insurance Administrator.

4. Fidelity Bonds

Blanket fidelity bonds shall be maintained by the Association for all officers, directors, and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association. If a management agent has the responsibility for handling or administering funds of the Association, the management agent shall maintain fidelity bond coverage for its officer, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate Assessments on all Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums of all bonds required herein, except those maintained by the management agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association, insurance trustee and the Federal National Mortgage Association, if applicable. Under no circumstances shall the principal sum of the bonds be less than \$10,000 for each officer, director or employee.

5. Insurance Trustee; Power of Attorney

The Association may name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement or any successor to such trustee (each of whom shall be referred to herein as "insurance trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability

insurance and to perform such other functions as are necessary to accomplish this purpose.

Each Unit Owner by acceptance of a deed conveying a Unit in the Condominium to the Unit Owner hereby appoints the Association, or any insurance trustee or substitute insurance trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documentation; and the performance of all other acts necessary to accomplish such purpose.

6. Qualifications of Insurance Carriers

The Association shall use generally acceptable insurance carriers. Only those carriers meeting the specific requirements regarding the qualifications of insurance carriers as set forth in the Federal National Mortgage Association Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide shall be used.

7. Condemnation and Total or Partial Loss or Destruction

The Association shall represent the Unit Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof, by the condemning authority. Each Unit Owner hereby appoints the Association as attorney-in-fact for such purpose.

In the event any loss, damage or destruction to the insured premises is substantial (as such term "substantial" is hereinafter defined), the Association shall appoint a trustee to act on behalf of the Unit Owners, in carrying out the above functions, in lieu of the Association. In the event of a taking or acquisition of part of all of the Common Elements by a Condominium authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, to be held in trust for Unit Owners and their first mortgage holders as their interests may appear.

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or

restored with the Association's funds, the first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association, provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of ten (10%) percent of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Administration may determine that it is in the best interests of the Association to pay the insurance proceeds into a construction fund to be administered by the Directors thereof. The Board of Administration shall not be required to cause such insurance proceeds to be made available to the Association prior to completion of any necessary restoration, repairs or reconstruction, unless arrangements are made by the Association to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurances may consist of, without limitation: (1) obtaining a construction loan from other sources; (2) obtaining a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstructions; and (3) the furnishing of performance and payment bonds.

Any restoration, repair or reconstruction made necessary through a casualty shall be commenced and completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the Common Elements and of any Unit, unless an appropriate amendment be made to this Declaration.

Where physical damage has been sustained to the Condominium improvements and the insurance proceeds have not been paid into a

construction loan fund as hereinabove more fully provided, and where a restoration, repair or reconstruction has not been commenced, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering a Unit, shall be entitled to receive that portion of the insurance proceeds apportioned to said Unit in the same share as the share in the Common Elements appurtenant to said Unit.

If substantial loss, damage or destruction shall be sustained to the Condominium improvements, and at a special members' meeting called for such purpose, the owners of a majority of the Units in the Condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the Condominium shall be terminated; provided; however, such termination will not be effective without the written consent of all first mortgagees holding mortgages encumbering Units.

XII

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

A. Each Unit Owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his Unit and which may now or hereafter be affixed or contained within his Unit. Such Owner shall further be responsible for the maintenance, repair and replacement of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories which such Owner may desire to place or maintain therein. Unit Owners are responsible for the maintenance, including cleaning, repair or replacement of windows and screening thereof, screening on patios, terraces or balconies, screen doors, fixed and sliding glass doors and enclosed parking spaces. Air conditioning equipment serving individual units, although not located within the units, shall be considered a Limited Common Element to be maintained by the Owner of the unit which it serves.

B. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the Common Elements, including those portions thereof which contribute to the support of the

building, and all conduits, ducts, plumbing, wiring and other facilities located in the Common Elements, for the furnishing of utility and other services to the Units, and all Limited Common Elements, except those to be maintained by Unit Owners as provided herein. Painting and cleaning of all exterior portions of the building, including all exterior doors opening into walkways shall be the Association's responsibility. Sliding glass doors, screen doors, windows and screens on windows, patios, terraces or balconies, enclosed parking spaces and air conditioning equipment serving the individual Units shall not be the Association's responsibility, but shall be Limited Common Elements which are the responsibility of the Unit Owner. Should any damage be caused to a Unit by reason of any work which may be done by the Association in the maintenance, repair or replacement of Common Elements, the Association shall bear the expense of repairing such damage.

C. Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside a Unit or not, whether a fixture or equipment attached to the Common Elements or attached to and completely located inside a Unit, and such loss, damage or destruction is insured for such casualty under the terms of the Association's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the Unit Owners shall be specially assessed to make up the deficiency, irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is a Unit Owner's responsibility to maintain.

D. In the event the Owner of a Unit fails to maintain it as required herein or make any structural addition or alteration without the required written consent, the Association or an Owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association shall have the right to levy at any time a special Assessments against the Owner of the Unit for the necessary sums to put the improvements within the Unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such Assessments, the Association

shall have the right to have its employees and agents enter the Unit, at reasonable times, to do such work as deemed necessary by the Board of Administration of the Association to enforce compliance with the provisions hereof.

E. The Board of Administration of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other condominium corporations on contracting with the same firm, person or corporation for maintenance and repair.

F. The Association shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or exterior surface, etc., at any time without the written consent of the Association.

XIII

USE RESTRICTIONS

A. Each Unit is hereby restricted to residential use by the Owner or Owners thereof, their immediate families, guests and invitees. Each three-bedroom, two-bath Unit is hereby restricted to no more than six (6) occupants. Each two-bedroom, two-bath Unit is hereby restricted to no more than four (4) occupants. Each one-bedroom, one-bath Unit is hereby restricted to no more than three (3) occupants.

B. The Unit may be rented provided the occupancy is only by one (1) lessee and members of his immediate family and guests. No rooms may be rented and no transient tenants may be accommodated. No lease of a Unit shall release or discharge the owner thereof of compliance with this Section XIV or any of his other duties as a Unit Owner. Time sharing of Units is prohibited. Ownership of a Unit on a monthly or weekly time sharing program is prohibited. Subleasing of Units is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association. No Unit may be rented more than two (2) times during any one calendar year with each rental period being a minimum of thirty (30) days.

C. No nuisances shall be allowed to be committed or maintained upon the Condominium Property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful

possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

D. No immoral, improper, or offensive use shall be made of the Condominium Property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed.

E. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Administration as provided by its Articles of Incorporation and By-Laws.

F. The Board of Administration or the agents and employees of the Association may enter any Unit at reasonable times for the purpose of maintenance, inspection, repair and replacement of the improvements within Units or the Common Property, or in case of emergency threatening Units or the Common Property, to determine compliance with these restrictions, reservations, covenants, conditions and easements, and the By-Laws of the Association.

G. No sign, advertisement or notice of any type shall be shown on the Common Property or any Unit and no exterior antennas and aeriels or other device for radio or television transmission shall be erected on the Common Property or the exterior of any Unit. This subparagraph G shall not apply to the Developer.

H. An owner shall not place or cause to be placed in the walkways or in or on any other Common Areas and facilities, or Common Elements including stairs, or stairwells, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them.

I. It is prohibited to hang garments, towels, rugs, etc., from windows, patios, balconies or from any of the facades of the buildings.

J. It is prohibited to dust rugs, etc., from windows, patios or balconies or to clean rugs, etc., by beating on the exterior of building.

K. No auto parking space may be used for any purpose other than parking automobiles which are in operating condition. No other vehicles or objects, including but not limited to trucks, motorcycles, recreational vehicles, motorhomes, trailers, and boats will be parked or placed upon such portions of the Condominium Property unless permitted by the Board of Administration. In the event motorhomes or recreational vehicles are permitted to be parked in designated areas, overnight camping in these vehicles is prohibited. No parking space shall be used by any other person other than an occupant of the Condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.

L. Neither the other Unit Owners nor the Association shall interfere in any manner whatsoever with the sale by the Developer of its remaining Units. The Developer may make such use of the unsold Units and Common Elements as may facilitate its sales, including but not limited to maintenance of a sales office, model Units, the showing of the property, the display of signs and the rental of such unsold Units.

M. No more than Two (2) pets shall be allowed to be kept in the Owner's Unit, provided, the combined weight of the pets shall not exceed thirty (30) pounds and further provided that such pets are neither dangerous nor a nuisance to other Unit Owners. All pets must be kept on a leash while outside the Owner's Unit. Each pet owner shall be responsible for cleaning up after his pet in the Common Areas.

N. No Unit Owner shall allow anything whatsoever to hang or fall from the window, patio, balcony, terrace, porch, or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls, patios, balconies, terraces or porches, elevators, ventilators, or elsewhere in the building or upon the grounds. A Unit Owner shall not place, store or use any item, upon any patio, balcony, terrace or porch without the approval of the Association, other than standard patio chairs, tables and furnishings.

This prohibition includes potted or hanging plants whose placement upon the patio, balcony, terrace or porch shall require the approval of the Board of Administration. Gas or electric grills are permitted on patios or balconies but charcoal grills are prohibited.

Q. No external lighting shall be installed on the Common Property or any Unit without the prior approval of the Board of Administration. No lighting shall be installed which alters the residential character of the Condominium.

XIV

LIMITATIONS UPON RIGHT OF OWNER TO

ALTER OR MODIFY UNIT

No Owner of a Unit shall make any structural modifications or alterations to the Unit. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the Condominium buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning Units and other things which might protrude through or be attached to the walls of the Condominium building; further, no owner shall in any manner change the appearance of any portion of the Condominium building not wholly within the boundaries of his Unit. The Association will permit the installation of storm shutters or permanent glass enclosures by individual owners provided the installation of storm shutters or permanent glass enclosures is uniform in appearance and the exterior face color is white and in harmony with the exterior scheme of the Condominium and is within the interior boundaries of the terrace, balcony or patio area. Prior to installation, written approval of the Association must be obtained by the Unit Owner.

XV

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY

ASSOCIATION

Whenever in the judgment of the Board of Administration the Condominium Property shall require additions, alterations or improvements (in excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by written approval of a majority of the Unit Owners and the Developer,

(if the Developer holds one (1) or more Unit(s) for sale in the ordinary course of business), the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all Unit Owners for the cost thereof as a Common Expense.

XVI

AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modification in the Public Records of St. Johns County, Florida, after approval by the Owners of sixty-seven (67%) percent of the Units whose votes were cast in person or by proxy at a meeting duly held in accordance with the By-Laws and Articles of Incorporation of the Association, and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an Institutional First Mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any Institutional First Mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer; as the case may be. There shall be no amendment adopted altering the share of ownership in the Common Elements or Common Surplus, or altering the share of Common Expenses, except by the unanimous vote of all members in the Association and by their respective Institutional First Mortgagees.

The Association shall provide a holder, insurer or guarantor of a first mortgagee who has registered its name with the Association, as provided in Article XX hereof, upon written request of such holder, insurer or guarantor (such request to state the name and address of such holder, insurer or guarantor and the Unit number) timely notice and delivery of:

A. Any proposed amendment of the Condominium instruments affecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the general or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in

the owner Association appertaining to any Unit; or (iv) the purposes to which any Unit or the Common Elements are restricted;

B. Any proposed termination of the Condominium regime;

C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days.

E. Any lapse, cancellation or material modification of any insurance policy maintained by Association.

F. At least one copy of the annual financial statement and report of the Association, prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.

G. Any proposed action that would require the consent of a specified percentage of institutional mortgagees.

Notwithstanding anything to the contrary contained in the Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as aforescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of St. Johns County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or mortgagees of Units of the Condominium whether or not elsewhere required

for amendments. As part and parcel of any such amendment as provided for in this subparagraph, however, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, or is not available, then in that event, any other party having personal knowledge of the incorrect legal description by reason of scrivener's or surveyor's error may execute the required affidavit for the amendment provided herein.

Notwithstanding anything to the contrary contained in the Declaration, the Developer reserves the right to change the interior designs and arrangement of all Units; however, no such change shall increase the number of Units nor alter the boundaries of the Common Elements, except the party wall between any Units, without amendment of this Declaration in the manner set forth in this Article. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of Unit, and said amendment need only be executed and acknowledged by the Developer and any holder of institutional mortgages encumbering the said altered Units. The survey shall be certified in the manner required by the Condominium Act. If more than one (1) Unit is concerned, the Developer shall not apportion between the Units the shares in the Common Elements, Common Expenses and Common Surplus and such shares of Common Elements, Common Expenses and Common Surplus shall remain unchanged in the amendment of this Declaration unless all Unit Owners approve the amendment changing the shares.

In the event it shall appear that there is an error or omission in this Declaration or exhibits thereto, then and in that event the Association may correct such error and/or omission by an amendment to

this Declaration upon the approval of the Owners of a majority of the Units whose votes were cast in person or by proxy at a meeting duly held in accordance with the By-Laws and Articles of Incorporation of the Association.

No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words to be inserted in the text shall be underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

Substantial rewording of Declaration. See provision... for present text."

Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment. Invalidation of any one (1) or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of Units by the Developer, by judgment, court order, or law, shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property Owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

XVII

TERMINATION OF CONDOMINIUM

Except as otherwise provided in Article XII of this Declaration, the Condominium created and established hereby may only be terminated upon the vote of members of the Association owning seventy-five (75%) of the Units in the Condominium, provided that the written consent to such termination is obtained from all institutional first mortgagees holding mortgages encumbering the Units.

Immediately after the required vote of consent to terminate, each and every Unit Owner shall immediately convey by warranty deed to the Association all of said Unit Owner's right, title and interest to any Unit and to the Common Property, provided the Association's officers and employees handling funds have been adequately bonded and the Association or any member shall have the right to enforce such conveyance by specific performance in a court of equity.

The Board of Administration shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property, the costs, fees and charges for affecting said sale, the cost of liquidation and in connection with the management and operation of the property up to and including the time when distribution is made to the Unit Owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the Unit Owners in the manner now about to be set forth.

The distributive share of each Unit Owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following portion thereof, to-wit:

AN UNDIVIDED ONE SIXTY-SECOND (1/63rd)

Upon the determination of each Unit Owner's share as above provided for, the Association shall pay out of each Unit Owner's share all mortgage and other liens encumbering said Unit in accordance with their priority, and upon such payment being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said Unit or Units, regardless of whether the same are paid in full. Thereupon, the directors of the Association shall proceed to liquidate and dissolve the Association, and distribute the remaining portion of each distributive share, if any, to the Owner or Owners

entitled thereto. If more than one person has an interest in a Unit, the Association shall pay the remaining distributive share allocable to said Unit to the various Owners of such Unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a Unit, then payment shall be made to the Owner and/or Owners of such Unit and to the owners and holders of the mortgages and liens encumbering said Unit.

As evidence of the members' resolution to abandon passed by the required vote or written consent of the members, the President and Secretary of the Association shall effect and place in the Public Records of St. Johns County, Florida, an affidavit stating that such resolution was properly passed and approved by the members and also shall record the written consents, if any, of Institutional First Mortgagees to such abandonment.

After such an affidavit has been recorded and all Owners have conveyed their interest in the Condominium Parcel to the Association and the Association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in the Declaration, and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

XVIII

ENCROACHMENTS

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall hereafter occur as the result of settling of the building, or alteration to the Common Elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

XIX

ASSOCIATION TO MAINTAIN REGISTER
OF OWNERS AND MORTGAGES

The Association shall at all times maintain a register setting forth the names of all Owners of Units in the Condominium, and all holders, insurers or guarantors of a mortgage upon a Unit who have notified the Association in writing of their name and address.

XX

ESCROW FOR INSURANCE PREMIUMS

Any Institutional First Mortgagee holding a mortgage upon a Unit in the Condominium shall have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on casualty insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to such Institutional First Mortgagee or Institutional First Mortgagees a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one (1) month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor.

Premiums for insurance required to be placed by the Association shall be a Common Expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the Institutional Mortgagee who first held a first mortgage encumbering a Condominium Parcel, then said Institutional Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the monies so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the Assessments and lien rights of the Association as against individual Unit Owners for the payment of such items of Common Expense.

If two (2) or more Institutional Mortgagees hold any mortgage or mortgages upon any Condominium Parcel, and/or shall be the Owner of any Condominium Parcel or Condominium Parcels, the exercise of the rights above described or manner of exercising said rights shall vest

in the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Parcel, and the decision of such Institutional Mortgagee shall be controlling.

XXI

RESPONSIBILITY OF UNIT OWNERS

The Owner of each Unit shall be governed by and shall comply with the provisions of this Declaration as well as the By-Laws and Articles of Incorporation of the Association. Any Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any members of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit. Nothing herein contained, however, shall be construed so as to modify any waiver of rights or subrogation by insurance companies.

In any action brought against a Unit Owner by the Association for damages, or injunctive relief due to such Unit Owner's failure to comply with the provisions of this Declaration or By-Laws of the Association, the Association shall be entitled to court costs, reasonable attorney's fees and expenses incurred by it in connection with the prosecution of such action.

XXII

WAIVER

The failure of the Association, a Unit Owner or Institutional First Mortgagee to enforce any right, provision, covenant or condition which may be granted herein, or in the By-Laws and Articles of Incorporation of the Association, or the failure to insist upon the compliance with same, shall not constitute a waiver by the Association, such Unit Owner or Institutional First Mortgagee to enforce such right, provision, covenant or condition, or insist upon the compliance with same, in the future.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in

good faith and for a valuable consideration upon said property, or any part thereof, and made by a Bank, Savings and Loan Association, or insurance company authorized to transact business in the State of Florida and engage in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association, and the Owner or Owners of any part of said Condominium, may be enforced against the Owner of the part of said property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

XXIII

CONSTRUCTION

The provisions of this Declaration shall be literally construed so as to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

XXIV

GENDER

The use of the masculine gender in the Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

XXV

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the interest of any provisions herein.

XXVI

REMEDIES FOR VIOLATIONS

For violation or breach of any provisions of this Declaration, Articles and By-Laws of the Association by any Unit Owner or authorized occupant, the Association, and the members thereof, or an Institutional First Mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them, or

for such other relief as may be appropriate. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built within the Condominium any structure which is in violation of this Declaration to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the Owner, provided, however, the Association shall then make the necessary repairs or improvements where such violation occurred, also at the expense of the Owner, so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement. In any proceeding arising because of an alleged violation by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court, and in any supplemental proceedings and appellate proceedings pursuant thereto, the prevailing party shall be entitled to attorney's fees for said proceedings subsequent to final judgment as the appropriate judicial body may award.

XVII

FINES

The Association may levy reasonable fines not to exceed the amount permitted under Chapter 718, Florida Statutes, and any amendments thereto for failure of the owner of a Unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association's By-Laws, or reasonable rules of the Association. No fine shall be levied except after giving fourteen (14) days notice for a hearing to the Unit Owner and, if applicable, its licensee or invitee.

XVIII

SIGNAGE

The Association, through its Board of Administration, shall have the right to determine the type, style, size and location of all signage associated with the Condominium Property.

XXIX

TIME-SHARE RESERVATION

No reservation is made pursuant to Section 718.1045, Florida Statutes, for the creation of time-share estates. Time-share estates are prohibited.

XXX

ASSIGNMENT OF DEVELOPER RIGHTS

The rights and privileges in this Declaration of Condominium and the exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights. Such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors in trust of the Developer and/or exercised by the successor or successors in interest or the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

The construction lender of the Developer does not assume and is not responsible for any of the obligations and liabilities of the Developer hereunder and none of the representations contained in any of the Condominium documents shall be deemed to have been made by or impose any obligations on such construction lender.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed on this 2nd day of March, 1989.

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]

VILANO VENTURE, INC., a Florida corporation

By: [Signature]
Ronald N. Schmitz, President

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this 2nd day of March, 1969, before me personally appeared RONALD N. SCHMITZ, as President of VILANO VENTURE, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Jacksonville, in the State and County last aforesaid on the day and year last aforesaid.

Sharon H. Kelson

NOTARY PUBLIC, STATE OF FLORIDA Notary Public

My Commission Expires May 25, 1969

My Commission Expires: Exempt by Transmittal Agreement



EXHIBITS TO
DECLARATION OF CONDOMINIUM
OF
BEACH HOMES AT VILLAGES OF VILANO,
A Condominium

Exhibit "A"	Legal Description of Real Property Submitted to Condominium Ownership
Exhibit "B"	Boundary Survey
Exhibit "C"	Site Plans and Graphic Descriptions of Improvements
Exhibit "D"	Floor Plan
Exhibit "E"	Identification of Units
Exhibit "F"	Site Plans of Recreational Facilities Owned by Master Homeowners' Association
Exhibit "G"	Articles of Incorporation
Exhibit "H"	By-Laws
Exhibit "I"	Surveyor's Certificate
Exhibit "J"	Consent of Mortgagee
Exhibit "K"	Declaration of Covenants and Restrictions for Villages of Vilano
Exhibit "L"	Declaration of Covenants and Restrictions Affecting Beach Cabana
Exhibit "M"	Estimated Operating Budget for Beach Homes at Villages of Vilano Condominium Association, Inc.
Exhibit "N"	Estimated Operating Budget for Villages of Vilano Homeowners' Association, Inc.
Exhibit "O"	Deposit Receipt and Purchase and Sale Agreement and Receipt for Condominium Documents
Exhibit "P"	Escrow Agreement
Exhibit "Q"	Form of Warranty Deed

O.R. 813 PG 1366

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF
SEACH HOMES AT VILLAGES OF VILANO,
A Condominium

LEGAL DESCRIPTION OF REAL PROPERTY
SUBMITTED TO CONDOMINIUM OWNERSHIP

G. R. 813 PG 1367

P. U. D. OFF. REC.
BOOK C PAGE 178

Legal description - Unit 1-B

Survey Description of a parcel of land lying in U.S. Government Lot #1, Section 32, Township 6 south, range 30 east, St. Johns County, Florida. More particularly described as follows:

Begin at the intersection of the north line of U.S. Government Lot #1, and the westerly right-of-way of State Road A-1-A. Thence run south $10^{\circ}30'00''$ east, 454 feet to the point of a curve to the right (having a radius of 25 feet, a chord of 35.36 feet and a chord bearing of south $28^{\circ}30'00''$ west) thence along the arc of said curve 39.27 feet to a point of reverse curve (having a radius of 188.56 feet, a chord of 122.90 feet and a chord bearing of south $54^{\circ}28'47''$ west) thence along the arc of said curve 125.19 feet to a point of tangency, thence south $35^{\circ}27'35''$ west 6.90 feet to the point of a curve to the right (having a radius of 174.22 feet, a chord of 104.90 feet and a chord bearing of south $52^{\circ}55'50''$ west) thence along the arc of said curve 106.55 feet to the point of a compound curve to the right (having a radius of 303.45 feet, a chord of 22.00 feet, and a chord bearing of south $72^{\circ}34'39''$ west) thence along the arc of said curve 22.01 feet to the point of a compound curve to the right (having a radius of 25.00 feet, a chord of 38.40 feet and a chord bearing of north $55^{\circ}10'21''$ west) thence along the arc of said curve 43.78 feet to the point of tangency. Thence north $05^{\circ}00'00''$ west 12.95 feet, to the point of a curve to the left (having a radius of 925.72 feet, a chord of 184.09 feet and a chord bearing of north $10^{\circ}45'00''$ west) thence along the arc of said curve 186.41 feet to the point of tangency, thence north $16^{\circ}30'00''$ west 415.52 feet to a point, thence north $85^{\circ}24'25''$ west 550.08 feet, thence north $42^{\circ}35'09''$ east 9.21 feet thence south $89^{\circ}00'05''$ east 956.05 feet to the point of beginning. The above described area encompasses 3.578 acres.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1987 JUN 10 PM 3:11

Carl "Bud" Hunkel
CLERK OF CIRCUIT COURT

O.R. 813 PG 1368

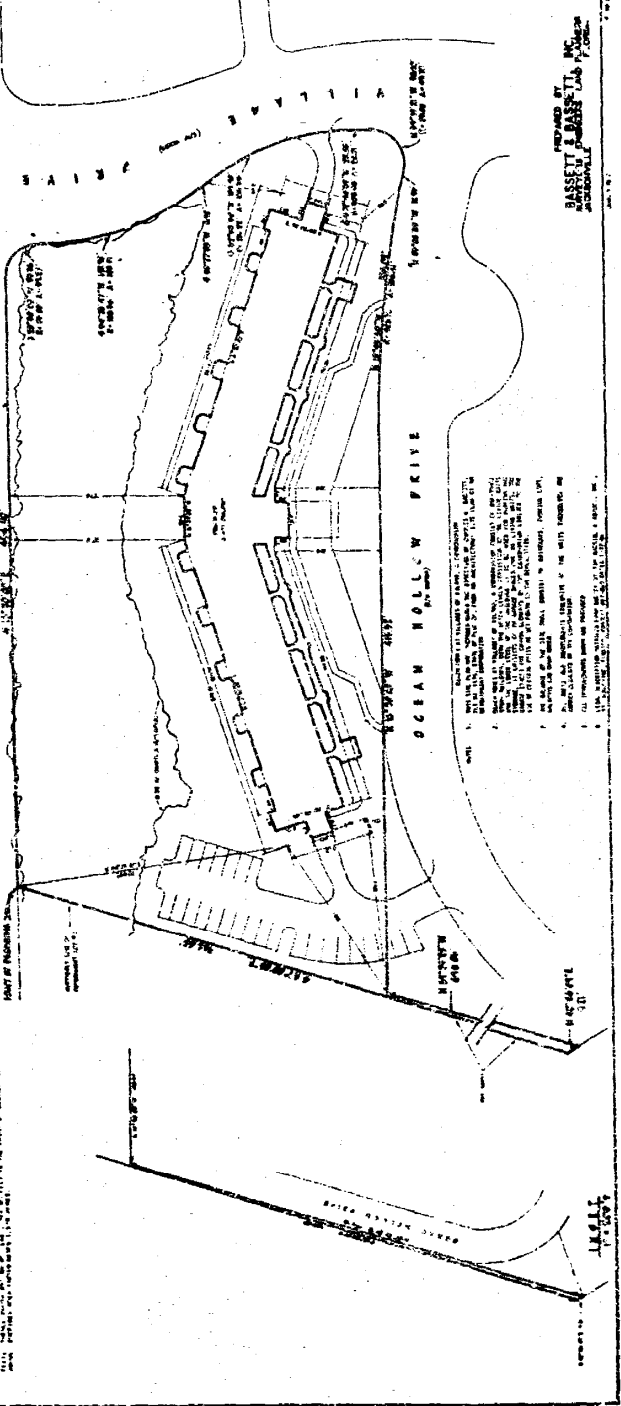
EXHIBIT "E"
TO THE DECLARATION OF CONDOMINIUM OF
BEACH HOMES AT VILLAGES OF VILANO,
A Condominium

BOUNDARY SURVEY

BEACH HOMES AT VILLAGES OF VILANO A CONDOMINIUM SITE PLAN



THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED AS A BASIS FOR ANY LEGAL ACTION. THE INFORMATION IS NOT TO BE USED TO DETERMINE THE ACCURACY OF THE INFORMATION OR TO DETERMINE THE LIABILITY OF ANY PARTY. THE INFORMATION IS NOT TO BE USED TO DETERMINE THE LIABILITY OF ANY PARTY.



PREPARED BY
BASSETT & BASSETT, INC.
ARCHITECTS & ENGINEERS

O.R. 813 PG 1370

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM OF
BEACH HOMES AT VILLAGES OF VILANO,
A Condominium

SITE PLANS AND GRAPHIC DESCRIPTIONS
OF IMPROVEMENTS

BEACH HOMES AT VILLAGES OF VILANO A CONDOMINIUM SITE PLAN



1. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF JACKSONVILLE, FLORIDA, AND THE STATE OF FLORIDA, INCLUDING BUT NOT LIMITED TO, THE PERMITS FOR CONSTRUCTION, OCCUPANCY, AND PLANNING.

2. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF JACKSONVILLE, FLORIDA, AND THE STATE OF FLORIDA, INCLUDING BUT NOT LIMITED TO, THE PERMITS FOR CONSTRUCTION, OCCUPANCY, AND PLANNING.

3. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF JACKSONVILLE, FLORIDA, AND THE STATE OF FLORIDA, INCLUDING BUT NOT LIMITED TO, THE PERMITS FOR CONSTRUCTION, OCCUPANCY, AND PLANNING.

4. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF JACKSONVILLE, FLORIDA, AND THE STATE OF FLORIDA, INCLUDING BUT NOT LIMITED TO, THE PERMITS FOR CONSTRUCTION, OCCUPANCY, AND PLANNING.

5. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF JACKSONVILLE, FLORIDA, AND THE STATE OF FLORIDA, INCLUDING BUT NOT LIMITED TO, THE PERMITS FOR CONSTRUCTION, OCCUPANCY, AND PLANNING.

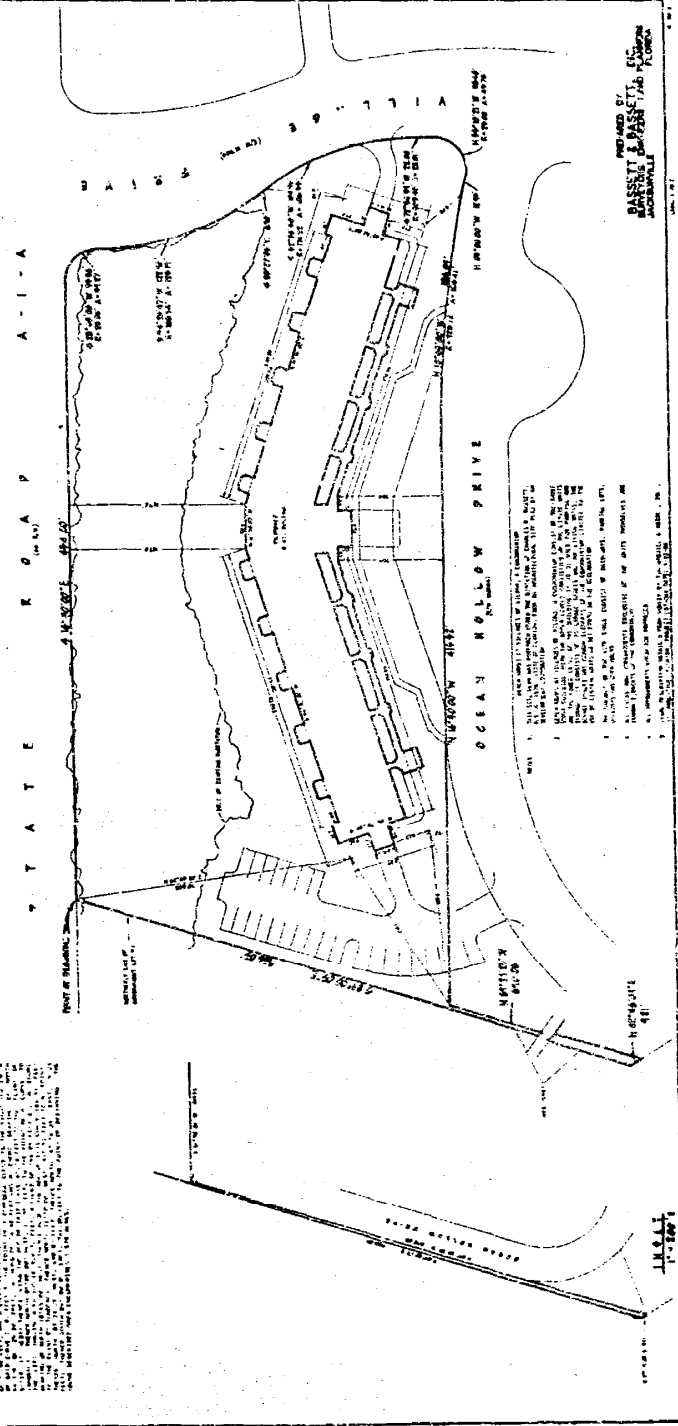
6. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF JACKSONVILLE, FLORIDA, AND THE STATE OF FLORIDA, INCLUDING BUT NOT LIMITED TO, THE PERMITS FOR CONSTRUCTION, OCCUPANCY, AND PLANNING.

7. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF JACKSONVILLE, FLORIDA, AND THE STATE OF FLORIDA, INCLUDING BUT NOT LIMITED TO, THE PERMITS FOR CONSTRUCTION, OCCUPANCY, AND PLANNING.

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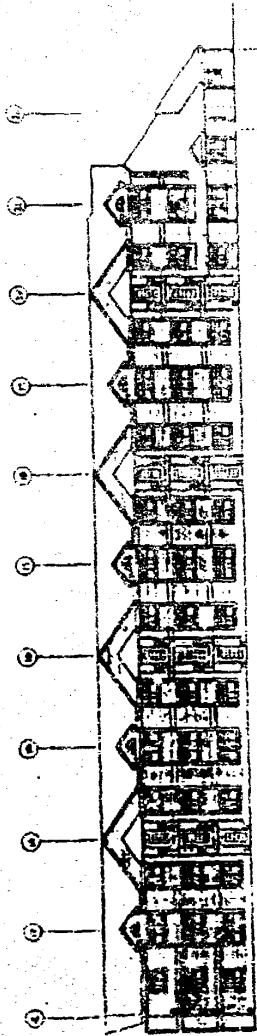
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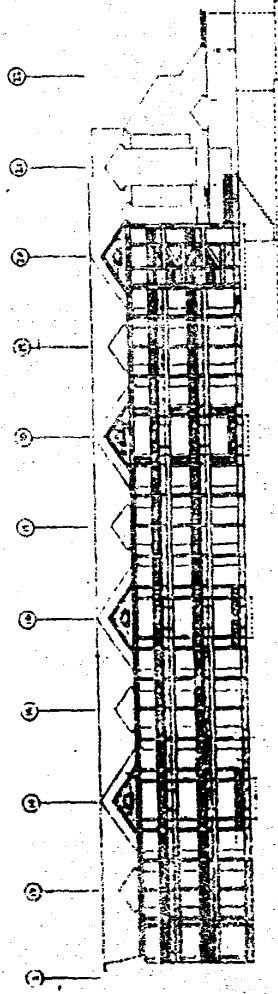
PREPARED BY:
BARNETT & PARTNERS, P.A.
JACKSONVILLE, FLORIDA

11.8.11
11.8.11

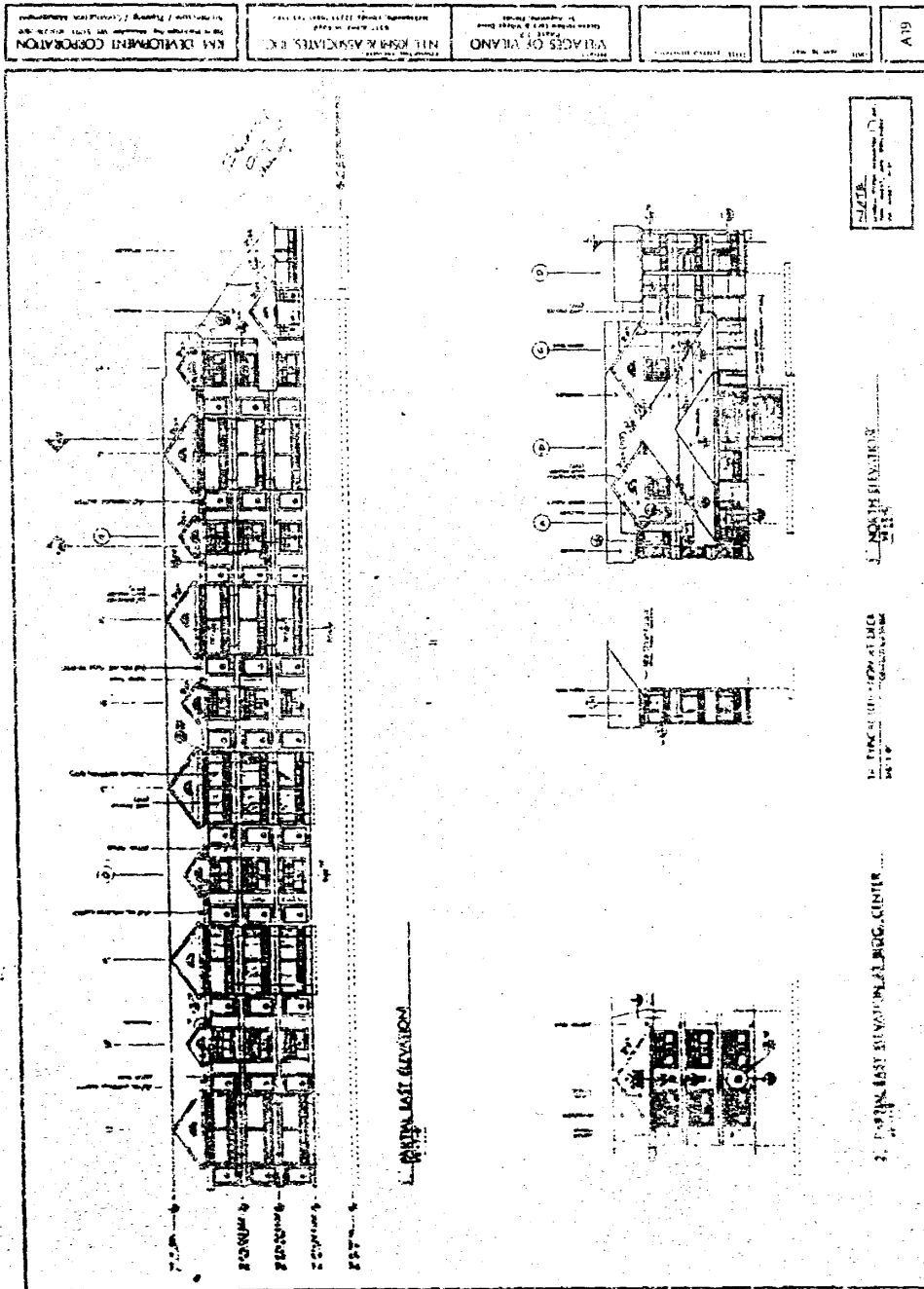
ARCHITECT: / ENGINEER / CONTRACTOR: KM DEVELOPMENT CORPORATION	NH. BSB & ASSOCIATES, INC.	VILLAGES OF VILAND	DATE: 08/28/07	BY: [Signature]
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2. MARINA WEST ELEVATION

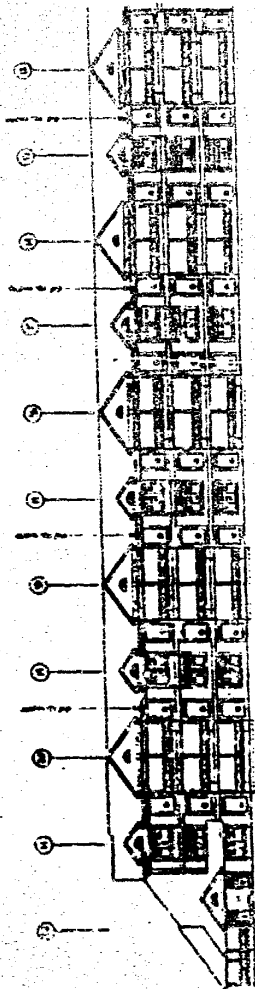


1. MARINA WEST WALKWAY ELEVATION

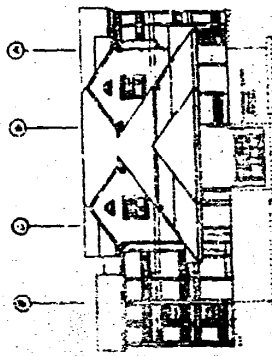


O.R. 813 PG 1374

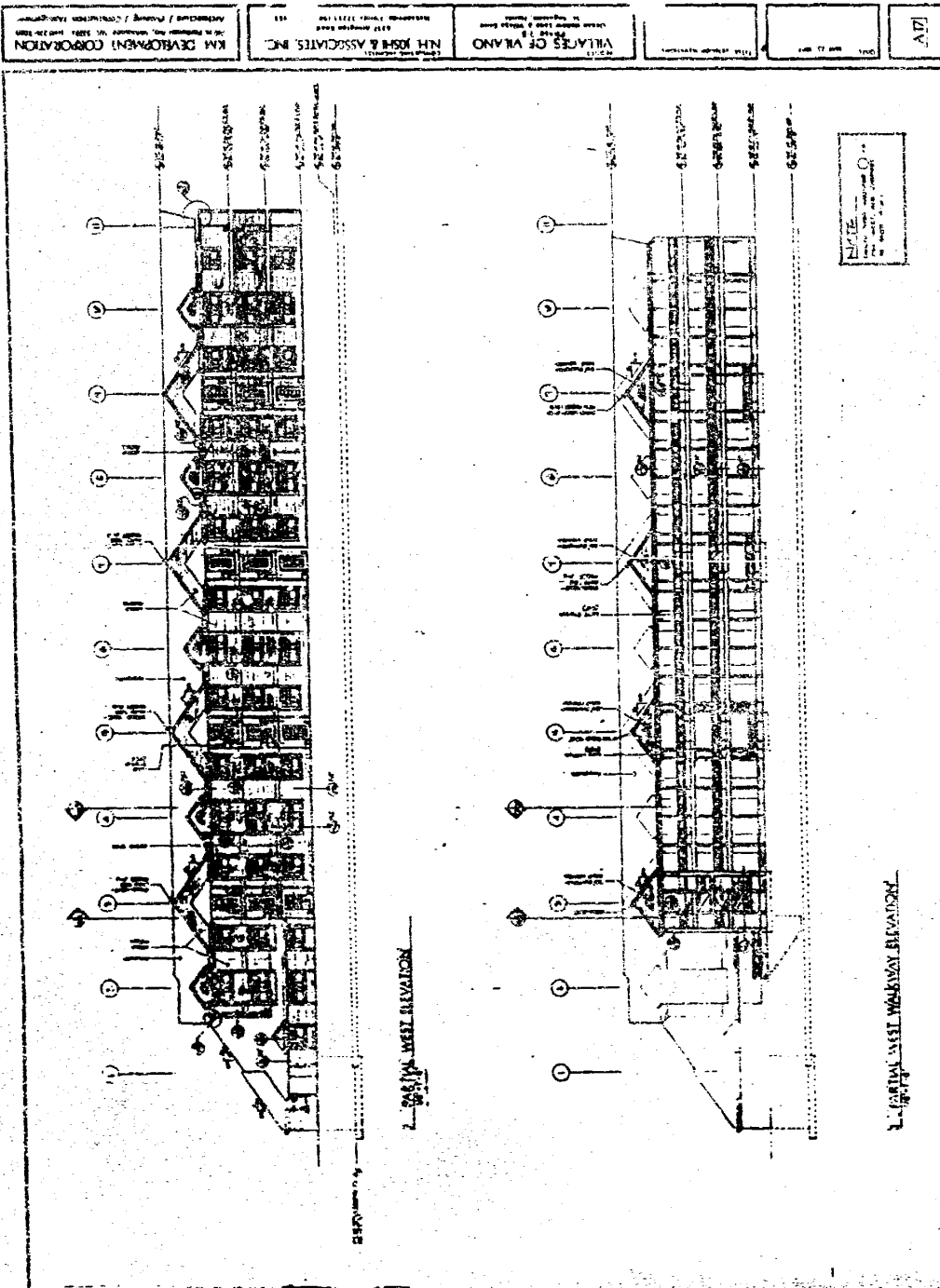
ARCHITECT: N.H. SHAW & ASSOCIATES, INC. 1000 WEST 11TH AVENUE, SUITE 100 DENVER, COLORADO 80202 TEL: 303.733.1100	OWNER: VILLAGES OF VILANO 1000 WEST 11TH AVENUE, SUITE 100 DENVER, COLORADO 80202 TEL: 303.733.1100	DATE: 11/11/03	SCALE: AS SHOWN	NO. 1374
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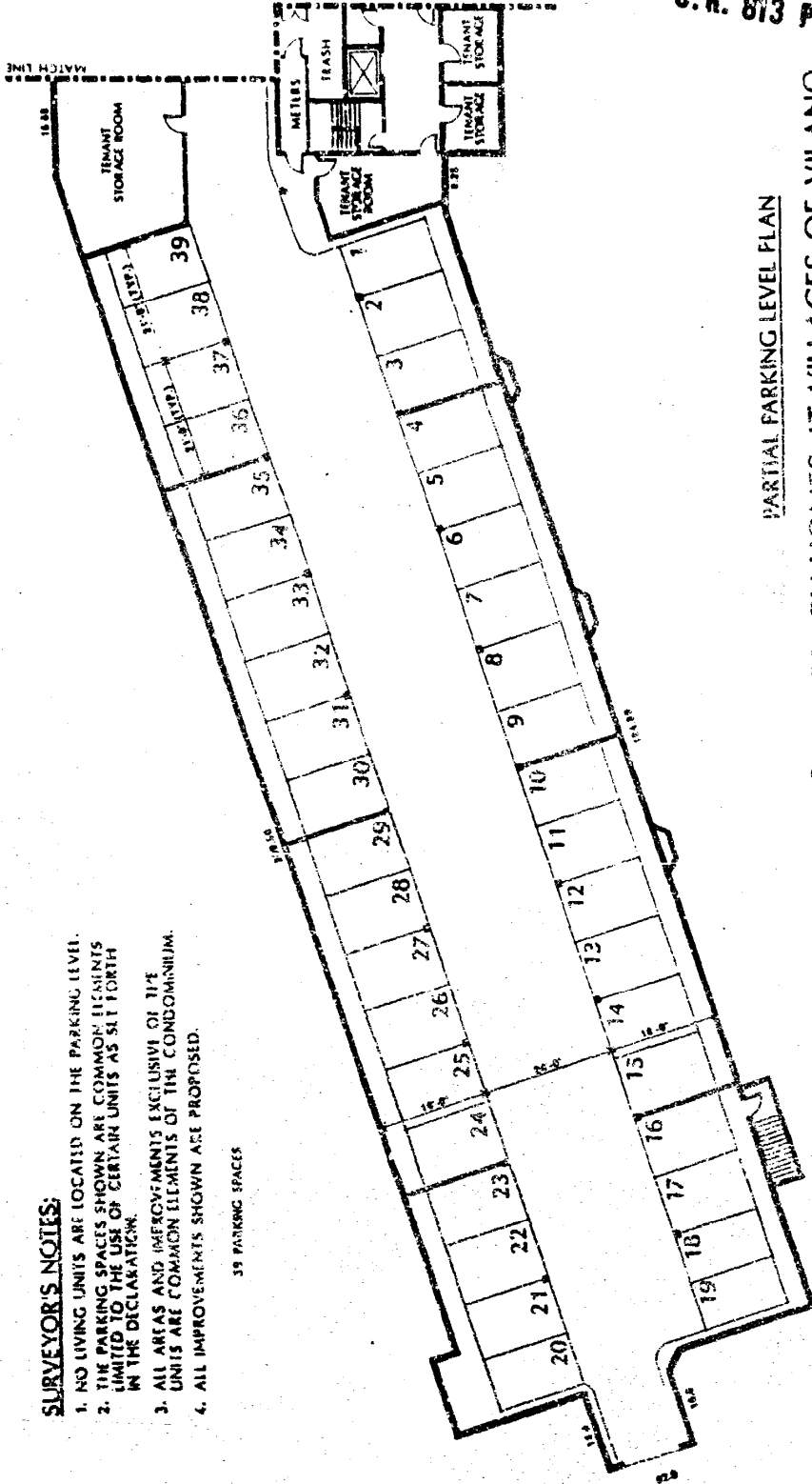
2 PARTIAL EAST ELEVATION
11/11/03



1 SOUTH ELEVATION
11/11/03



O.R. 813 PG 1376



PARTIAL PARKING LEVEL PLAN
BEACH HOMES AT VILLAGES OF VILANO,
A CONDOMINIUM



SURVEYOR'S NOTES:

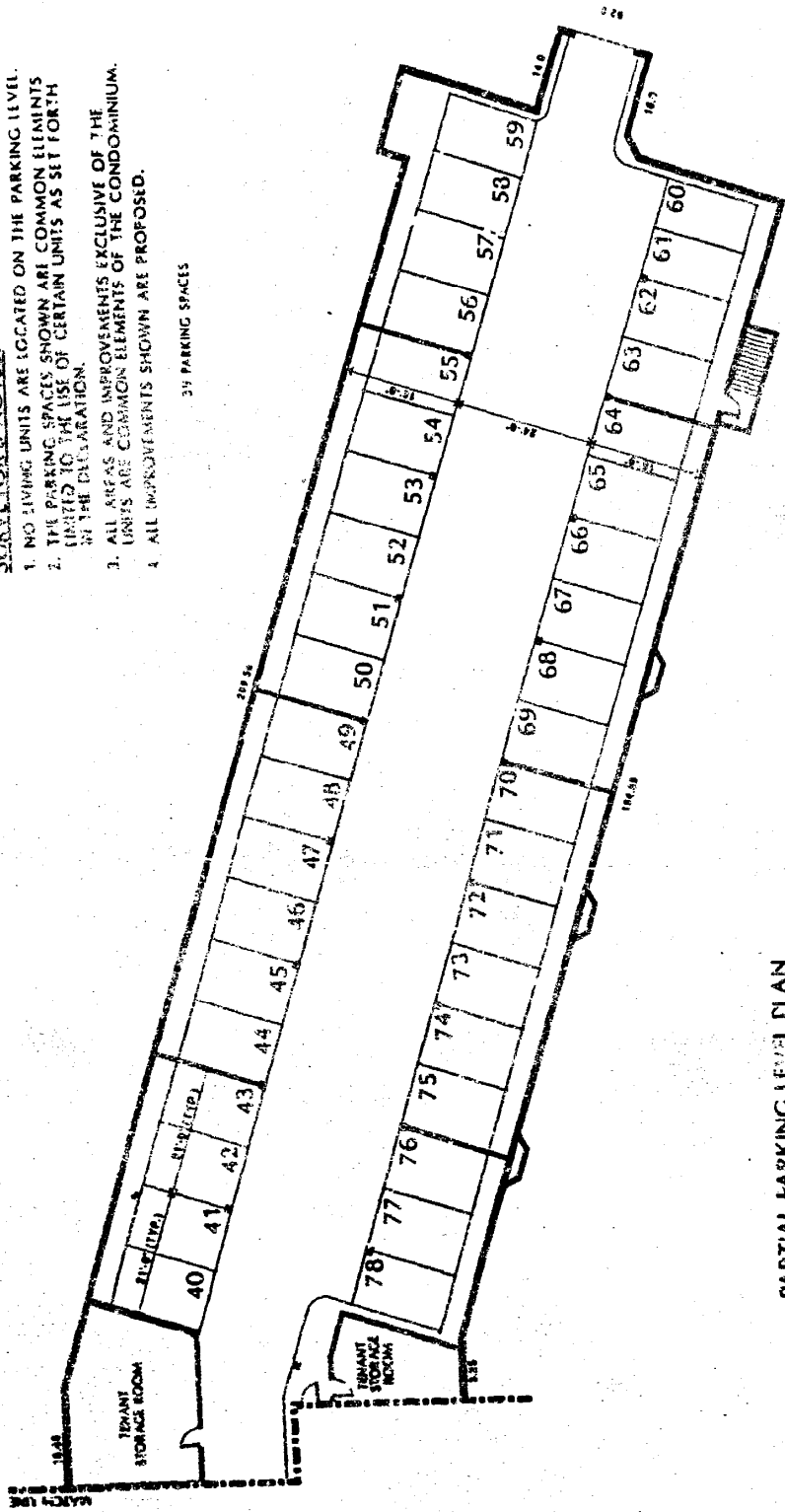
1. NO LIVING UNITS ARE LOCATED ON THE PARKING LEVEL.
2. THE PARKING SPACES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION.
3. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

39 PARKING SPACES

SURVEYOR'S NOTES:

- 1. NO LIVING UNITS ARE LOCATED ON THE PARKING LEVEL.
- 2. THE PARKING SPACES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION.
- 3. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
- 4. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

39 PARKING SPACES



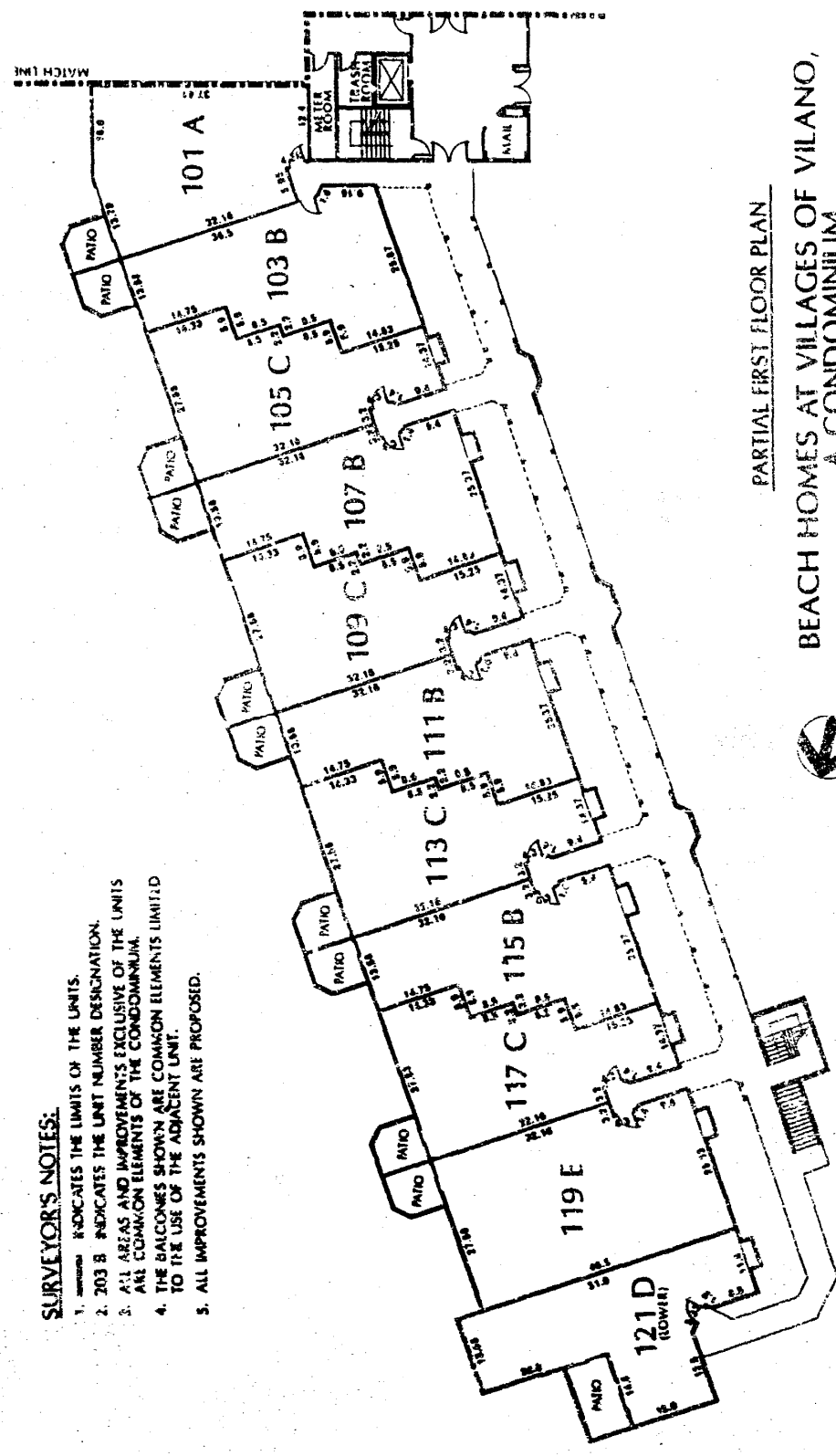
PARTIAL PARKING LEVEL PLAN

**BEACH HOMES AT VILLAGES OF VILANO,
A CONDOMINIUM**



SURVEYOR'S NOTES:

- 1. _____ INDICATES THE LIMITS OF THE UNITS.
- 2. 203 B INDICATES THE UNIT NUMBER DESIGNATION.
- 3. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
- 4. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
- 5. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

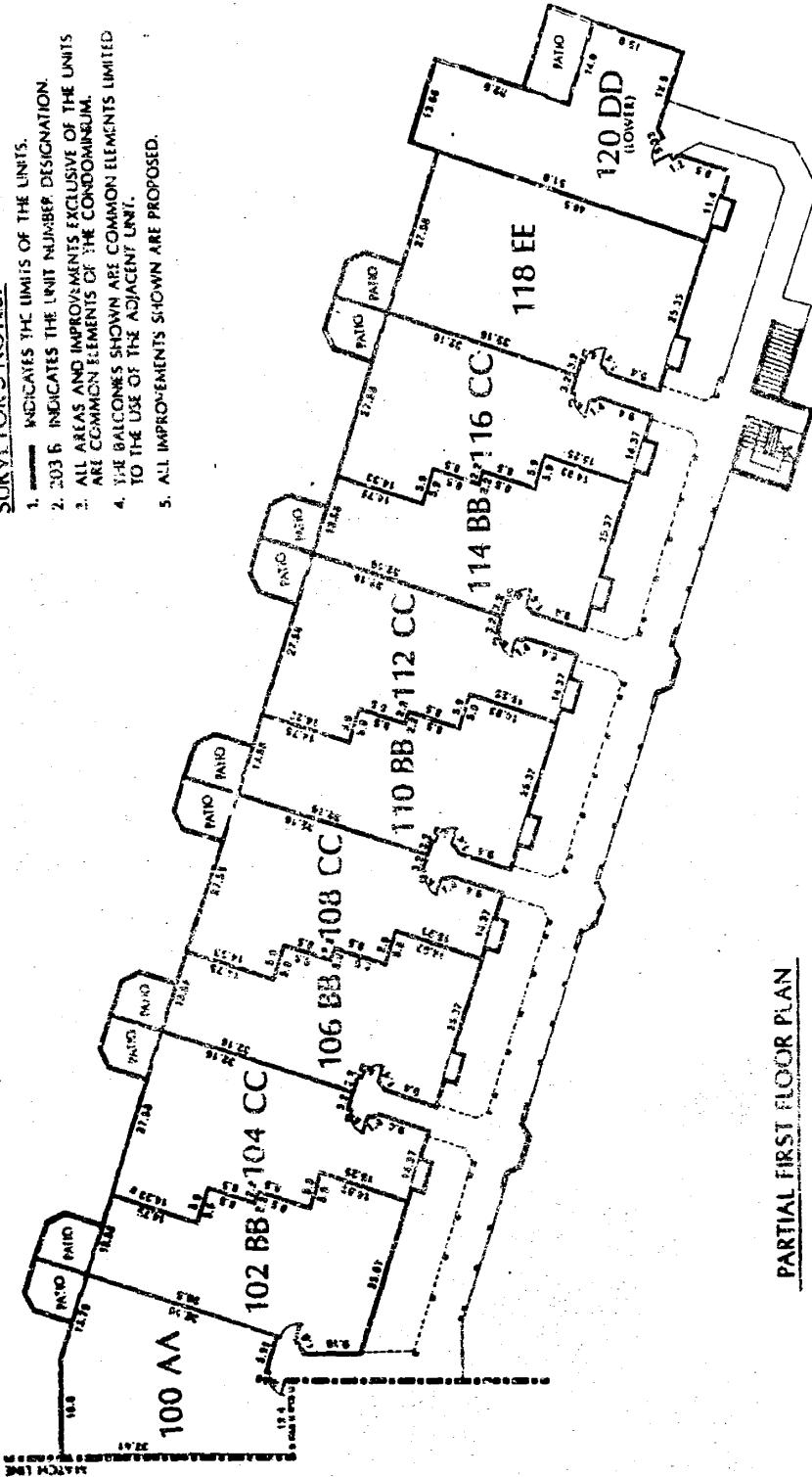


PARTIAL FIRST FLOOR PLAN
BEACH HOMES AT VILLAGES OF VILANO,
A CONDOMINIUM



SURVEYOR'S NOTES:

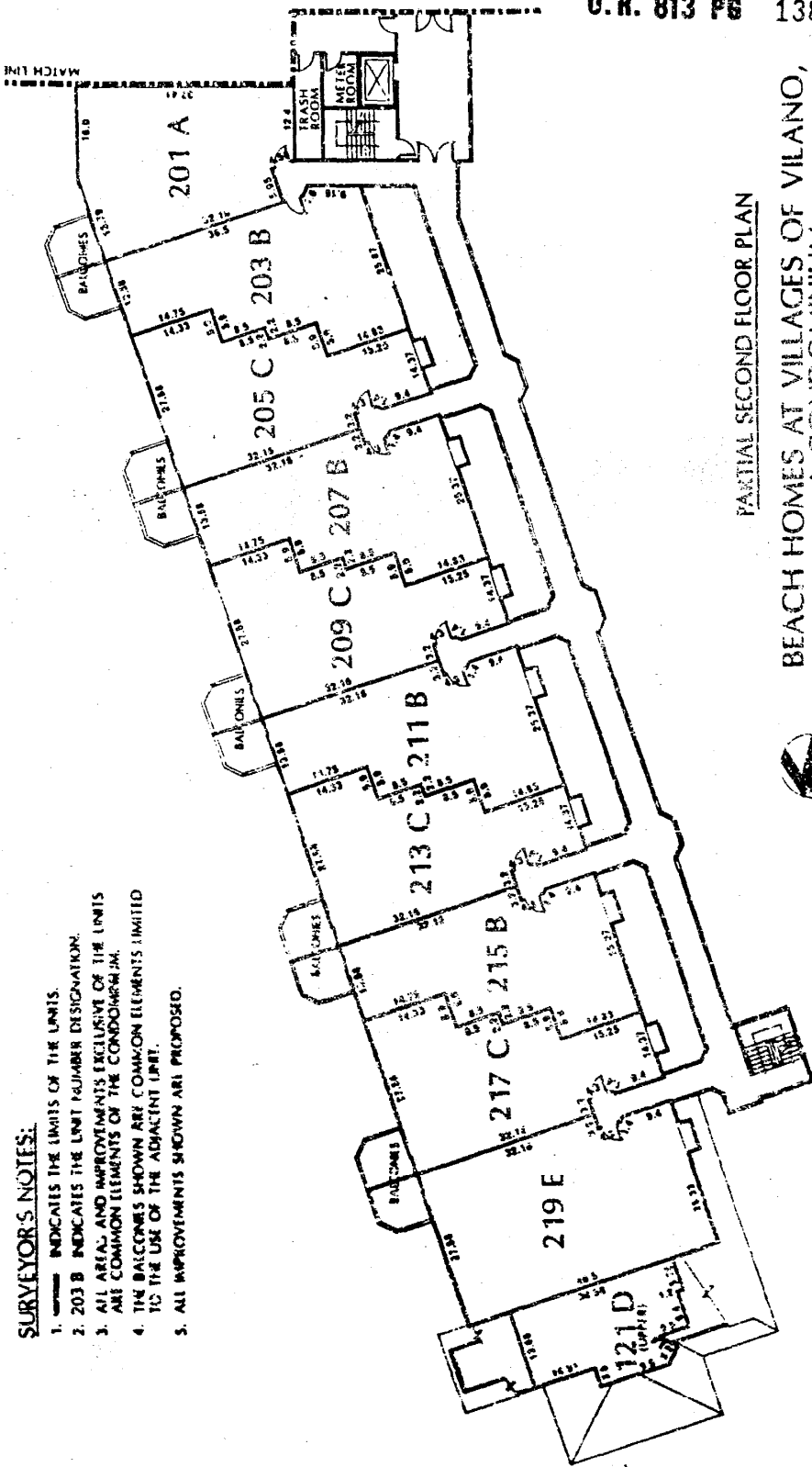
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2. 203 B INDICATES THE UNIT NUMBER DESIGNATION.
3. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
5. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



PARTIAL FIRST FLOOR PLAN

**BEACH HOMES AT VILLAGES OF VILANO,
A CONDOMINIUM**





PARTIAL SECOND FLOOR PLAN
 BEACH HOMES AT VILLAGES OF VILANO,
 A CONDOMINIUM

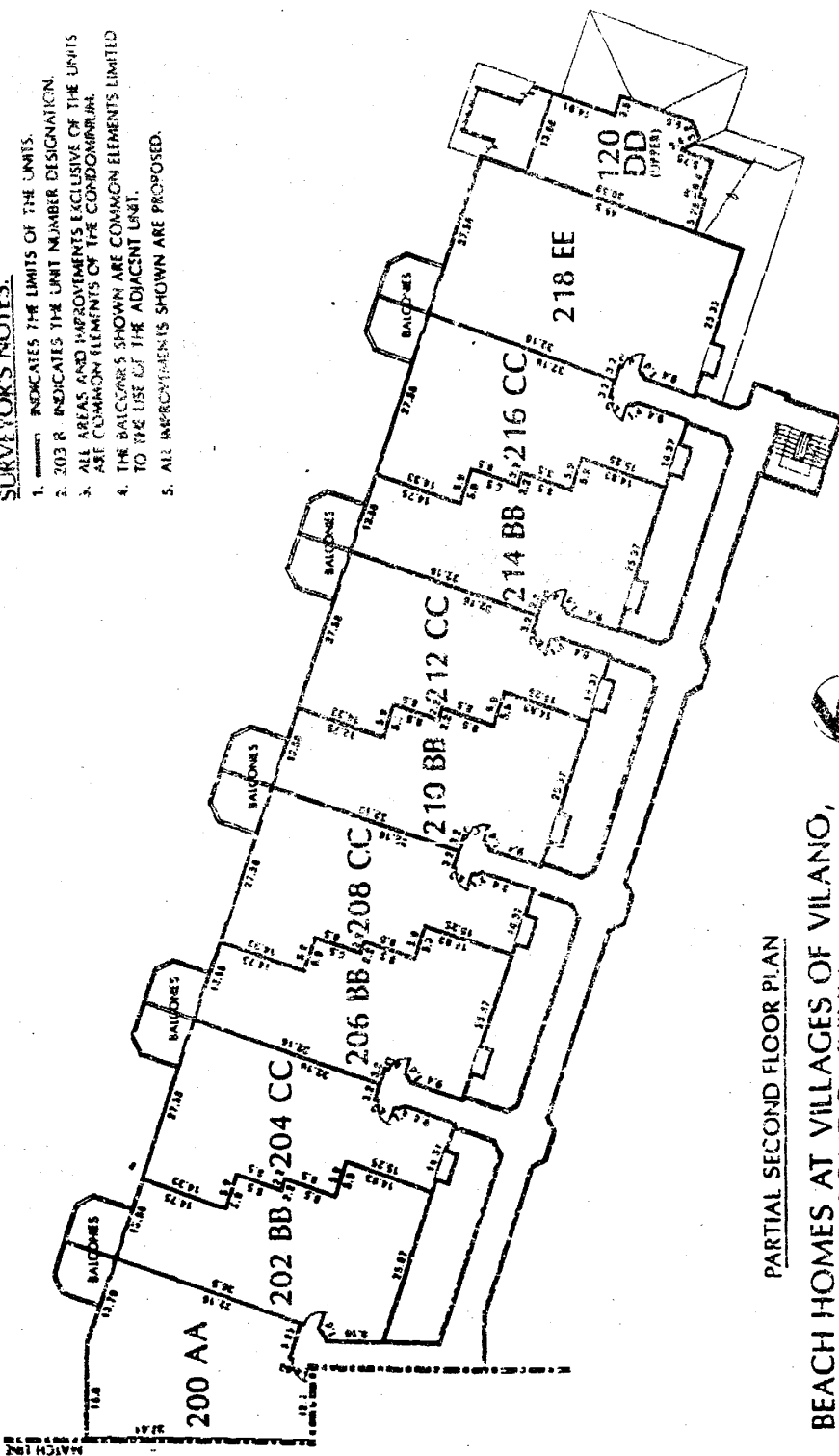


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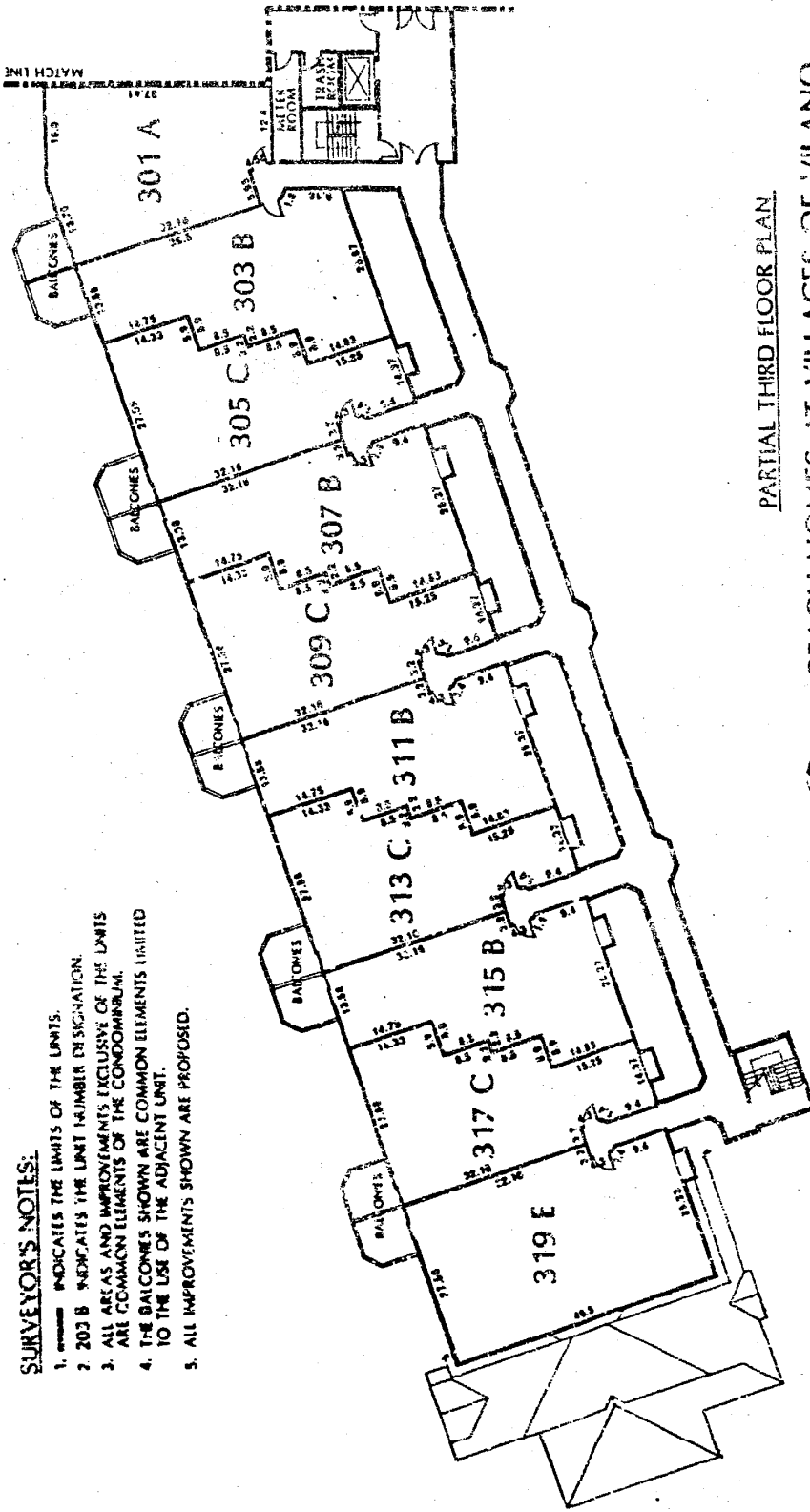
1. ——— INDICATES THE LIMITS OF THE UNITS.
2. 203 B INDICATES THE UNIT NUMBER DESIGNATION.
3. ALL AREA, AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
5. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

SURVEYOR'S NOTES:

1. _____ INDICATES THE LIMITS OF THE UNITS.
2. 203 R INDICATES THE UNIT NUMBER DESIGNATION.
3. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
5. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



PARTIAL SECOND FLOOR PLAN
 BEACH HOMES AT VILLAGES OF VILANO,
 A CONDOMINIUM



PARTIAL THIRD FLOOR PLAN

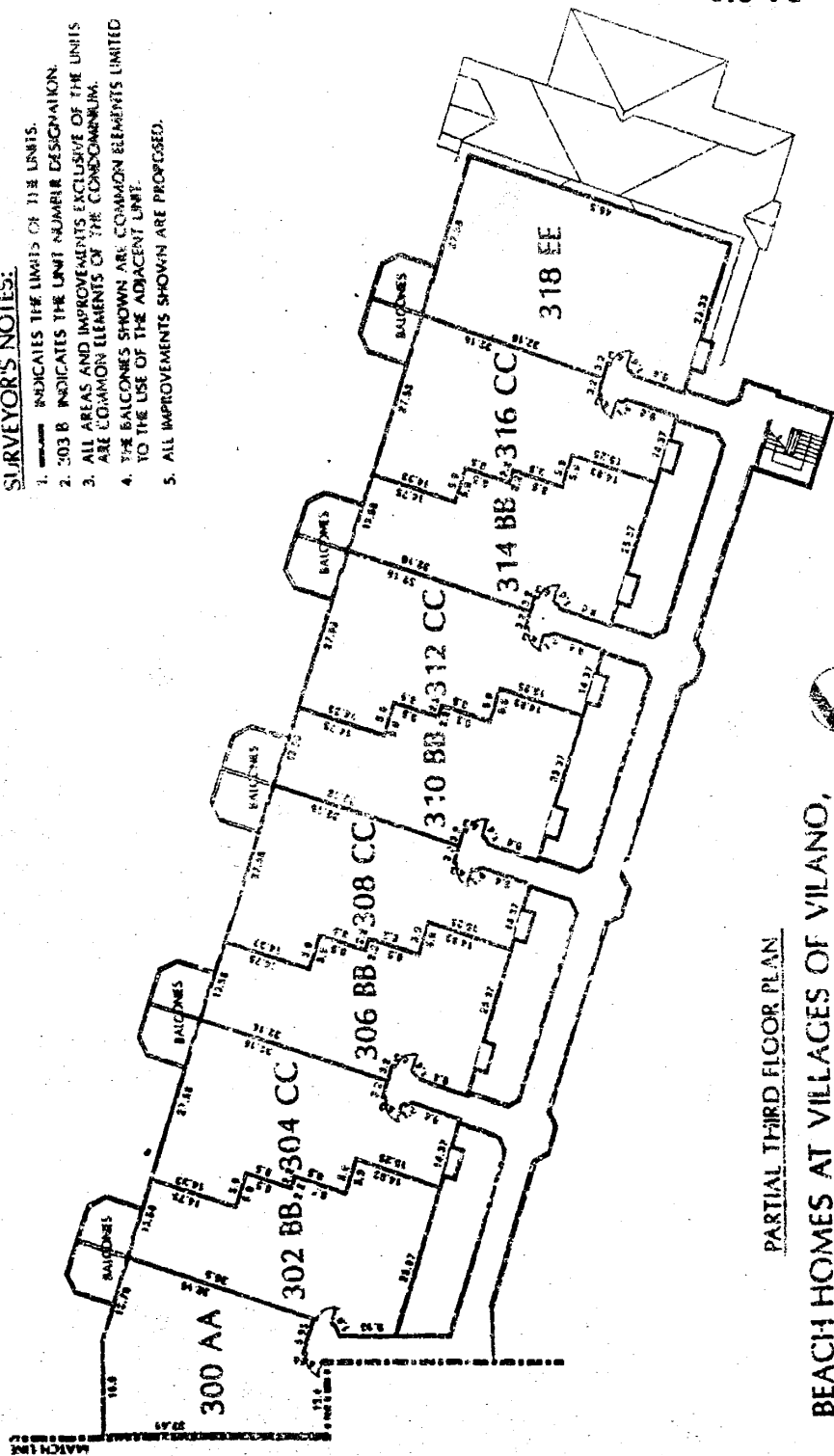
BEACH HOMES AT VILLAGES OF VILANO,
A CONDOMINIUM

SURVEYOR'S NOTES:

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2. 203 B INDICATES THE UNIT NUMBER DESIGNATION.
3. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE LIMITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
5. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

SURVEYOR'S NOTES:

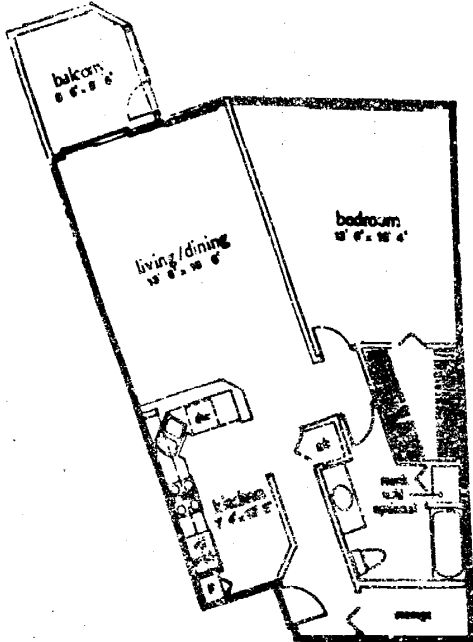
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3. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
5. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



PARTIAL THIRD FLOOR PLAN
 BEACH HOMES AT VILLAGES OF VILANO,
 A CONDOMINIUM


BEACH HOMES AT VILLAGES OF VILANO,
a Condominium

O.R. 813 PG 1384



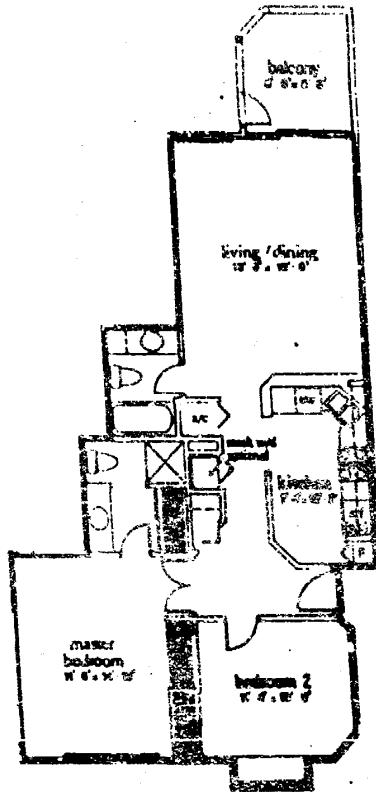
UNIT A

NOTES

1.  INDICATES THE LIMITS OF THE UNIT.
2. THIS UNIT PLAN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
3. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

BEACH HOMES AT VILLAGES OF VILANO,
a Condominium

O. R. 813 PG 1385



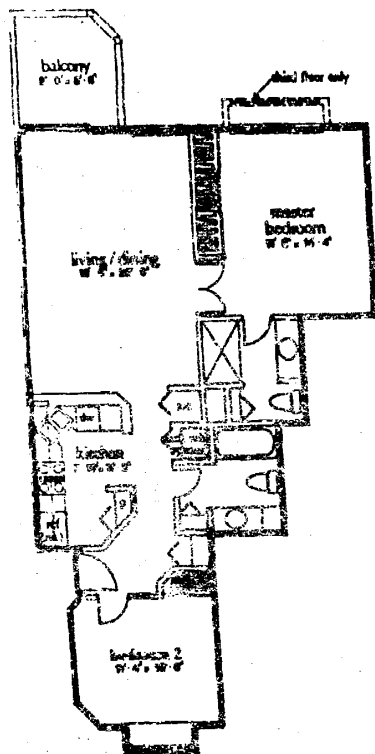
UNIT B

NOTES

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3. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

BEACH HOMES AT VILLAGES OF VILANO,
a Condominium

O.R. 813 PG 1386



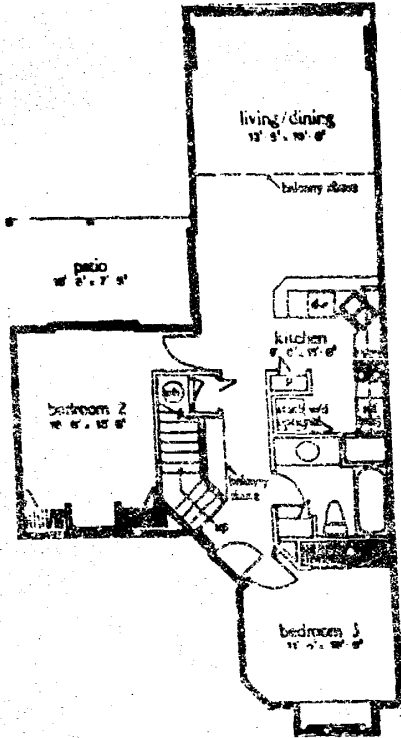
UNIT C

NOTES

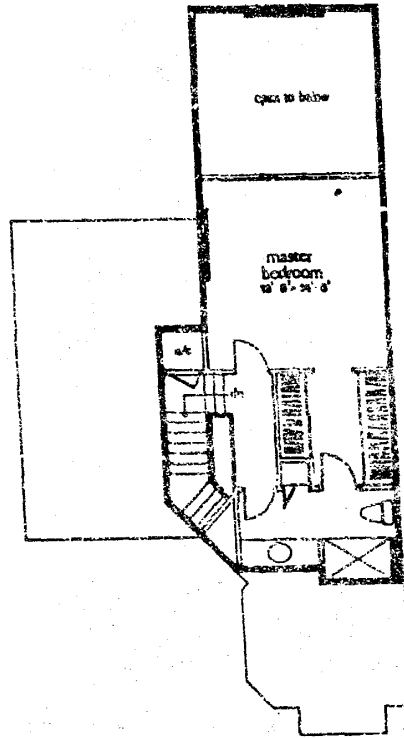
1. ——— INDICATES THE LIMITS OF THE UNIT.
2. THIS UNIT PLAN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
3. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

BEACH HOMES AT VILLAGES OF VILANO,
a Condominium

O.R. 813 PG 1387



UNIT D
 First Floor



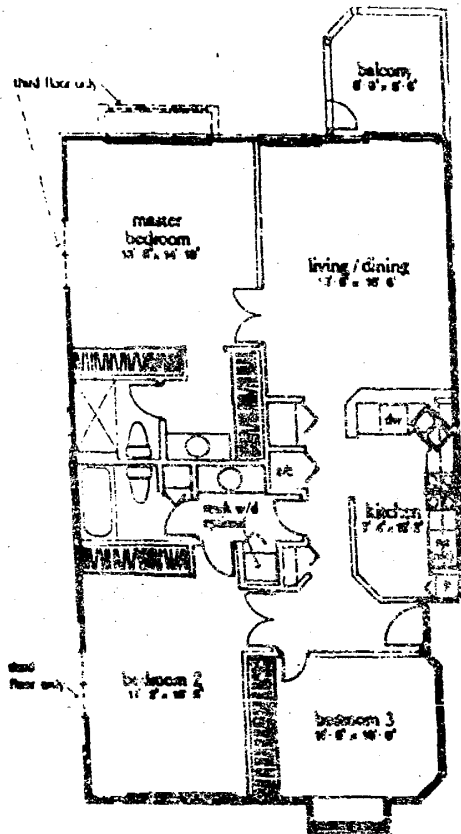
UNIT D
 Second Floor

NOTES

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. THIS UNIT PLAN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
3. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

BEACH HOMES AT VILLAGES OF VILANO,
a Condominium

O.R. 913 PG 1388



UNIT E

NOTES

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. THIS UNIT PLAN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
3. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

O. R. 813 PG 1389

EXHIBIT "E"
TO THE DECLARATION OF CONDOMINIUM OF
BEACH HOMES AT VILLAGES OF VILANO,
A Condominium

IDENTIFICATION OF UNITS

IDENTIFICATION OF UNITS

AND

PARKING SPACES

<u>UNIT</u>	<u>PS</u>
100AA	- 50
101A	- 20
102BB	- 58
103B	- 18
104CC	- 63
105C	- 23
106BB	- 55
107B	- 15
108CC	- 66
109C	- 26
110BB	- 52
111B	- 12
112CC	- 69
113C	- 29
114BB	- 49
115B	- 9
116CC	- 72
117C	- 32
118EE	- 73,74
119E	- 5,6
120DD	- 77,78
121D	- 1,2

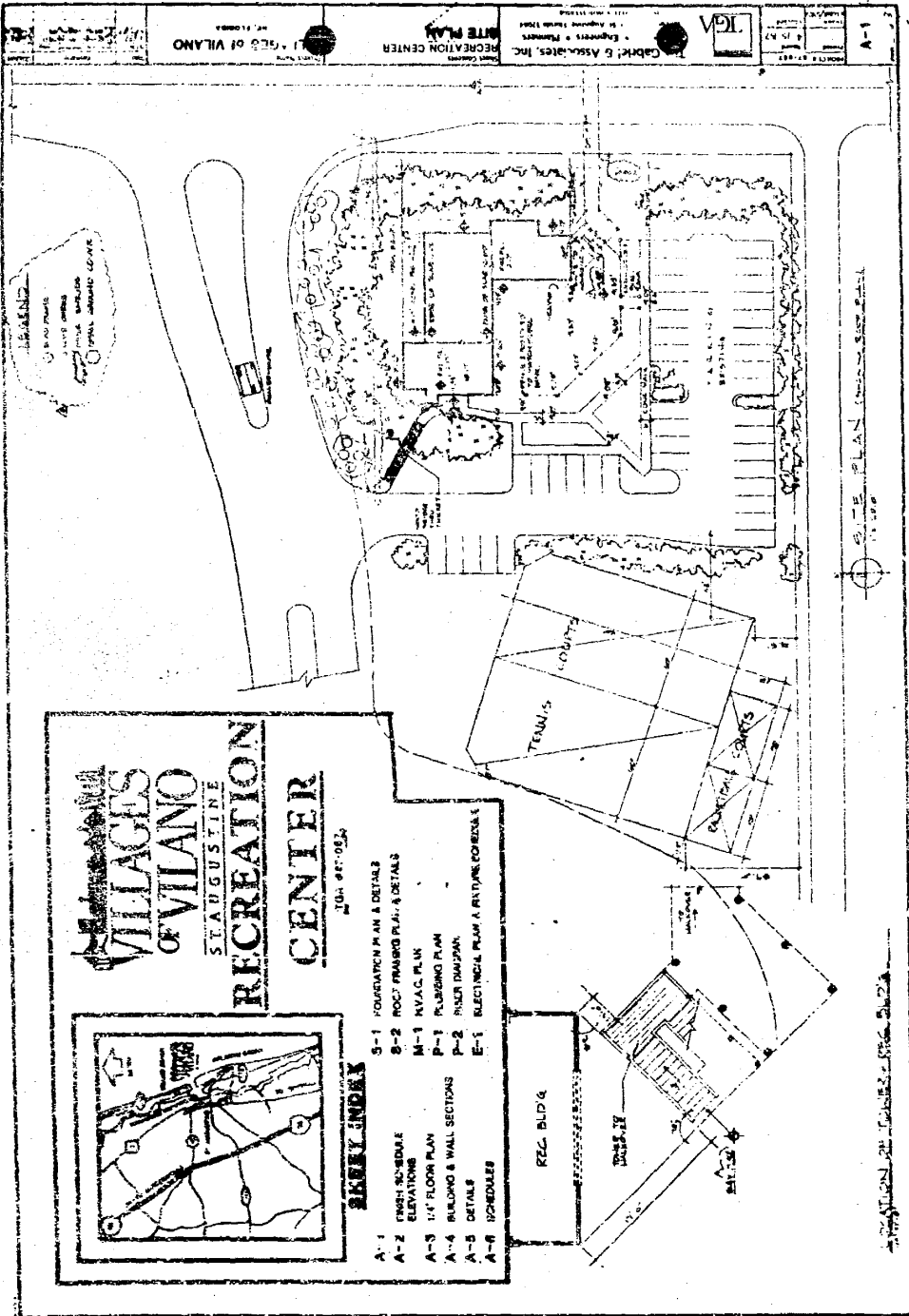
<u>UNIT</u>	<u>PS</u>
200AA	- 59
201A	- 19
202BB	- 62
203B	- 22
204CC	- 56
205C	- 16
206BB	- 65
207B	- 25
208CC	- 53
209C	- 13
210BB	- 68
211B	- 28
212CC	- 50
213C	- 10
214BB	- 71
215B	- 31
216CC	- 47
217C	- 7
218EE	- 44,45
219E	- 34,35

<u>UNIT</u>	<u>PS</u>
300AA	- 61
301A	- 21
302BB	- 57
303B	- 17
304CC	- 64
305C	- 24
306BB	- 54
307B	- 14
308CC	- 67
309C	- 27
310BB	- 51
311B	- 11
312CC	- 70
313C	- 30
314BB	- 48
315B	- 8
316CC	- 46
317C	- 33
318EE	- 75,76
319E	- 3,4

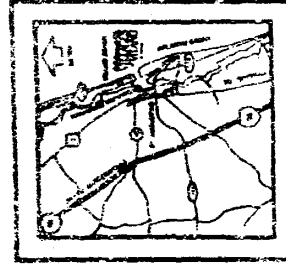
O. R. 813 PG 1391

EXHIBIT "F"
TO THE DECLARATION OF CONDOMINIUM OF
BEACH HOMES AT VILLAGES OF VILANO,
A Condominium

SITE PLANS OF RECREATIONAL FACILITIES
OWNED BY MASTER HOMEOWNERS' ASSOCIATION



VILLAGES OF VILANO
SEA AUGUSTINE
RECREATION CENTER

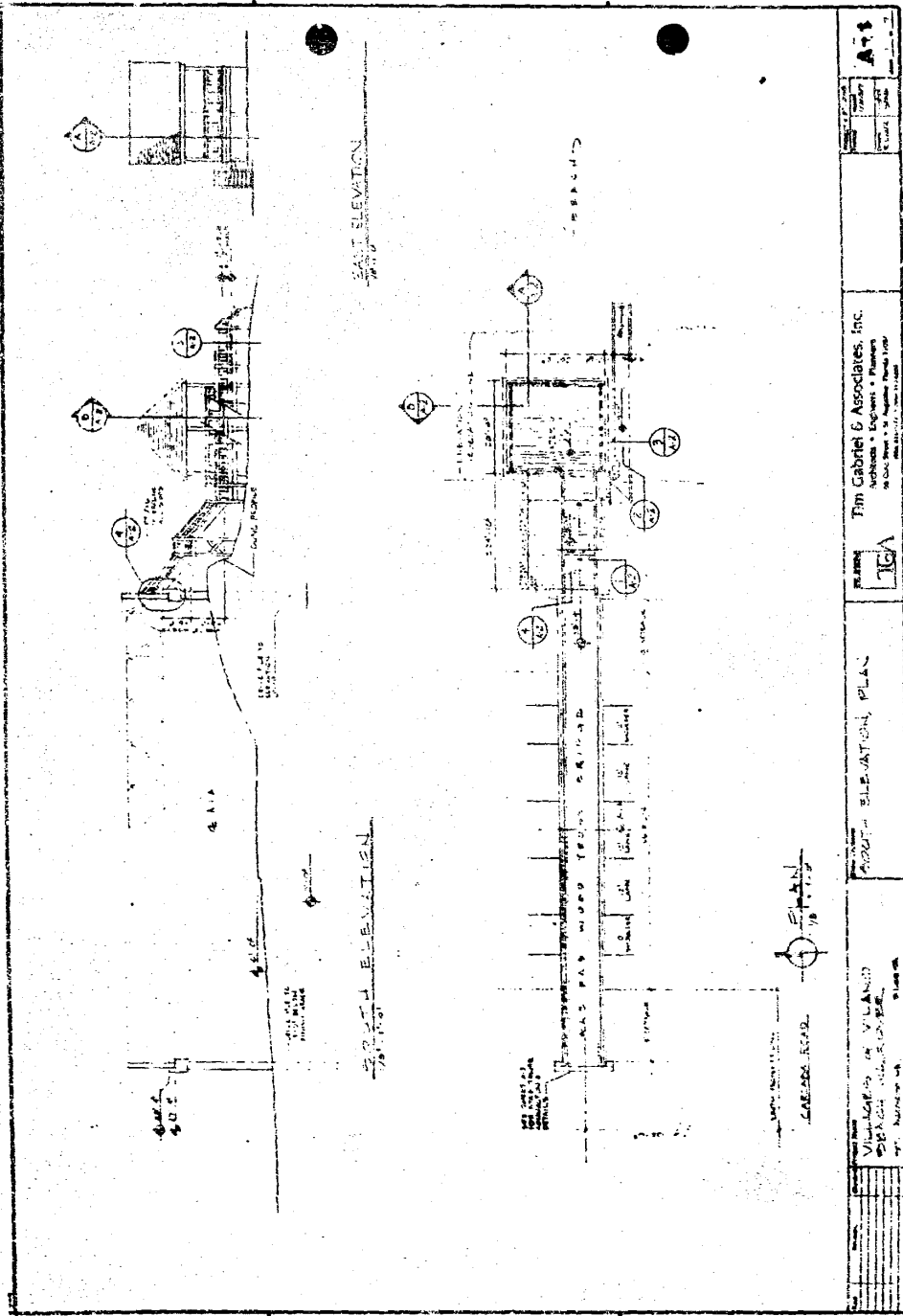


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B-2	MECHANICAL DETAILS
M-1	MECHANICAL PLAN
P-1	MECHANICAL PLAN
P-2	RISER DIAGRAM
E-1	ELECTRICAL PLAN & RAYTRACER SCHEDULES

PROJECT NO. 1392
 DATE 12/15/11
 SHEET NO. 1392-1
 SCALE AS SHOWN
 DRAWN BY J. JOYACCIO
 CHECKED BY J. JOYACCIO
 APPROVED BY J. JOYACCIO
 PROJECT LOCATION: VILLAGES OF VILANO RECREATION CENTER
 PROJECT NO. 1392
 SHEET NO. 1392-1
 SCALE AS SHOWN
 DRAWN BY J. JOYACCIO
 CHECKED BY J. JOYACCIO
 APPROVED BY J. JOYACCIO
 PROJECT LOCATION: VILLAGES OF VILANO RECREATION CENTER
 PROJECT NO. 1392
 SHEET NO. 1392-1
 SCALE AS SHOWN
 DRAWN BY J. JOYACCIO
 CHECKED BY J. JOYACCIO
 APPROVED BY J. JOYACCIO
 PROJECT LOCATION: VILLAGES OF VILANO RECREATION CENTER

O. R. 813 PG 1392



PROJECT VILLAGE OF AVIANO PROJECT NO. 1393		DATE 12/11/13	
CLIENT VILLAGE OF AVIANO		SCALE AS SHOWN	
DESIGNER TIM GABRIEL & ASSOCIATES, INC. ARCHITECTS • ENGINEERS • PLANNERS 2000 WEST 10TH AVENUE, SUITE 100 DENVER, CO 80202		PROJECT NO. 1393	
PLAN - ELEVATION, PLAN			

O.R. 313 PG 1393

O.R. 813 PG 1394

EXHIBIT "G"
TO THE DECLARATION OF CONDOMINIUM OF
BEACH HOMES AT VILLAGES OF VILANO,
A Condominium

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

O.R. 813 PG 1395

BEACH HOMES AT VILLAGES OF VILANO CONDOMINIUM ASSOCIATION, INC.

I, the undersigned natural person competent to contract, associate myself for the purpose of forming a corporation not-for-profit under Chapter 617 of the Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation is BEACH HOMES AT VILLAGES OF VILANO CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

PURPOSE

The purposes and objectives of the corporation are such as are authorized under Chapter 718 of the Florida Statutes and include providing for the operation, maintenance, preservation, administration, and management of BEACH HOMES AT VILLAGES OF VILANO, a Condominium, under the Florida Condominium Act, located in St. Johns County, Florida (hereinafter referred to as the "Condominium").

ARTICLE III

POWERS

The powers of the Association shall be, in addition to the

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general powers afforded a corporation not-for-profit under the statutory laws of the State of Florida, all the powers reasonably necessary to implement the purpose of this Association, including, but not limited to, the following:

1. To operate and manage a condominium building or buildings and the lands on which it is situated.

2. To carry out all the powers and duties vested in the Association pursuant to the Declaration of Condominium and By-Laws and any rules and regulations of the Association which shall include:

(a) to make and collect assessments against members to defray the costs, expenses and losses of the Condominium;

(b) to use the proceeds of assessments in the exercise of its powers and duties;

(c) to maintain, repair, replace, manage and operate the Condominium property;

(d) to reconstruct improvements after casualty and to further improve the property;

(e) to make and amend regulations respecting the use of the Condominium property;

(f) to approve or disapprove proposed mortgagees of condominium units;

(g) to enforce by legal means the provisions of the Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the Condominium property;

(h) to contract for the management and maintenance of

the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association;

(i) to purchase insurance upon the property and insurance for the protection of the Association and its members as unit owners.

3. The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon non-profit corporations of a similar character by the provisions of Chapter 617, Florida Statutes, entitled "Florida Corporations Not for Profit," now or hereafter in force and to do any and all things necessary to carry out its purposes.

4. The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon corporations formed to operate condominium buildings under the provisions of Chapter 718, Florida Statutes, 1977, as amended, now or hereafter in force.

5. No compensation shall be paid to Directors for their services as Directors. Compensation, however, may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Association outside of his or her duties as a

O.R. 813 PG 1398

Director. In this case, compensation must be approved by a majority of the members and by the Board of Administration. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents, or attorneys for services rendered to the corporation.

6. All funds and the title to all properties acquired by this Association and the proceeds thereof, shall be held in trust for the owners of the condominium units in accordance with the provisions of the Declaration of Condominium, these Articles and the By-Laws.

7. All of the powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, together with its supporting documents, and the Declaration of Covenants and Restrictions for Villages of Vilano, recorded in the Public Records of St. Johns County, Florida, as amended from time to time, which govern the use of the lands to be operated and administered by this Association.

ARTICLE IV

MEMBERS

Each condominium unit shall have appurtenant thereto a membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit, except that no person or entity holding title to a unit as security for the performance of an obligation, shall acquire the membership appurtenant to such unit by virtue of such title ownership. In no event may any membership be severed from the unit to which it is

appurtenant.

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Each membership in the corporation shall entitle the holder or holders thereof to exercise that proportion of the total voting power of the corporation corresponding to the proportionate undivided interest in the common elements appurtenant to the unit to which such membership corresponds, as established in the Declaration.

ARTICLE V

DURATION

The period of the duration of the corporation is perpetual.

ARTICLE VI

SUBSCRIBERS

The name and residence of the subscriber to these Articles

are:

Name

James Kashou

Address

4492 Southside Boulevard
Suite 100
Jacksonville, Florida 32216

ARTICLE VII

OFFICERS

The affairs of the corporation are to be managed by a President, Vice President and Secretary/Treasurer who will be accountable to the Board of Directors. Officers will be elected annually in the manner set forth in the By-Laws.

The names of the officers who are to serve until the first election of officers are as follows:

O.R. 813 PG 1400

Name

Address

James Kashou
President

4492 Southside Boulevard
Suite 100
Jacksonville, Florida 32216

Ronald N. Schmitz
Vice-President

4492 Southside Boulevard,
Suite 100
Jacksonville, Florida 32216

Sharyn Kenson
Secretary/Treasurer

4492 Southside Boulevard
Suite 100
Jacksonville, Florida 32216

ARTICLE VIII

DIRECTORS

The number of persons constituting the first Board of Directors is not less than three (3). The number of directors may be increased or decreased from time to time as provided by the By-laws provided, there shall never be less than three (3) nor more than five (5). The names and addresses of the directors who are to serve until the first annual meeting of the members or until their successors are elected and qualified are:

Name

Address

James Kashou
Director/President

4492 Southside Boulevard
Suite 100
Jacksonville, Florida 32216

Ronald N. Schmitz
Director/Vice-President

4492 Southside Boulevard
Suite 100
Jacksonville, Florida 32216

Sharyn Kenson
Director/Secretary/Treasurer

4492 Southside Boulevard
Suite 100
Jacksonville, Florida 32216

The election of Directors, their terms of office, removal or the filling of vacancies on said Board shall be in accordance with the

By-Laws of the Association.

O. R. 813 PG 1401

ARTICLE IX

BY-LAWS

By-Laws regulating the operation of the corporation shall be adopted by the Board of Directors and may be amended by the first Board of Directors until the first annual meeting of members. Thereafter, the By-Laws shall be amended by the members in the manner set forth in the By-Laws.

ARTICLE X

AMENDMENTS TO ARTICLES

Amendments to these Articles of Incorporation may be proposed by at least two-thirds (2/3) of the Directors or by members entitled to exercise at least one-third (1/3) of the then authorized membership voting power. Amendments may be adopted by affirmative vote of those members exercising not less than two-thirds (2/3) of the total voting power of the corporation. Additional requirements concerning proposal and adoption of amendments to these Articles shall be set forth in the By-Laws.

ARTICLE XI

INDEMNIFICATION

Every director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and

O.R. 813 PG 1402

liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, or by reason of his or her serving or having served the Association at its request, whether or not he or she is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that, in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of gross negligence or willful misconduct in the performance of his or her duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled.

ARTICLE XII

INITIAL REGISTERED OFFICE AND RESIDENT AGENT

The street address of the Registered Office of the Association is 4492 Southside Boulevard, Suite 100, Jacksonville, Florida 32216, and the name of its initial Registered Agent at such address is James Kashou.



James Kashou

STATE OF FLORIDA
COUNTY OF ST. JOHNS

C.R. 813 PG 1403

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared JAMES KASHOU, to me known to be the person described as incorporator and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 6 day of March, 1989.

Leola L. Felice
Notary Public, State of Florida
My Commission Expires: 4-28-89

O.R. 813 PG 1404

EXHIBIT "H"
TO THE DECLARATION OF CONDOMINIUM OF
BEACH HOMES AT VILLAGES OF VILANO,
A Condominium

BY-LAWS

O.R. 813 PS 1405

BY-LAWS OF
BEACH HOMES AT VILLAGES OF VILANO CONDOMINIUM ASSOCIATION, INC.

ARTICLE ONE

PLAN OF CONDOMINIUM OWNERSHIP

Section One. Unit Ownership. The condominium located at 2200 North Coastal Highway St. Augustine, Florida, known as BEACH HOMES AT VILLAGES OF VILANO, A CONDOMINIUM, is submitted to the provisions of Chapter 718 of the Florida Statutes, known as the Condominium Act, by Declaration recorded simultaneously herewith in the St. Johns County, Public Records. Said condominium is a part of Villages of Vilano, a Planned Unit Development, and is subject to the Declaration of Covenants and Restrictions for Villages of Vilano recorded in the Public Records of St. Johns County, Florida, as amended from time to time.

Section Two. Applicability to property. The provisions of the By-Laws are applicable to the condominium, which term includes the land, the buildings, and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith.

Section Three. Applicability to persons. All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the Condominium in any manner, shall be subject to these By-Laws, the Declaration, relevant unit deeds, and rules and regulations pertaining to the use and operation of the condominium property.

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Section Four. Office. The office of the Condominium shall be located at 4492 Southside Boulevard, Jacksonville, Florida. Said office may be moved to the shared common areas of the condominium upon completion of those facilities.

ARTICLE TWO
FORM OF ADMINISTRATION

Section One. The Association and Board of Directors.
The affairs of the Condominium shall be administered and managed by an association of unit owners organized as a Florida corporation not-for-profit, having the name, BEACH HOMES AT VILLAGES OF VILANO CONDOMINIUM ASSOCIATION, INC., and hereinafter call the "Association". All power and authority of the Association shall be exercised through its Board of Directors, consisting of not less than three (3) members nor more than five (5) members. The initial Board of Directors shall consist of three (3) members.

Section Two. Composition of Board of Directors. Members of the Board of Directors shall be designated by VILANO VENTURE, INC., a Florida corporation, hereinafter called "Developer", or elected by the unit owners as follows:

(a) Until fifteen percent (15%) of the units that will eventually be operated by the Association are owned by unit owners other than Developer, and thereafter until successors shall have been elected by unit owners, the Board of Directors shall consist of such officers and directors as Developer shall from time to time designate.

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(b) Then, in an election by unit owners as provided by law and in these By-Laws, unit owners other than Developer shall elect one (1) member of the Board, and one of the members previously designated by Developer shall resign.

(c) The unit owners' representation on the Board specified above shall continue until an election, as provided by law and in these By-Laws, after the earliest of (1) the date three (3) years after sales by Developer of fifty percent (50%) of the units in the Condominium have closed; or (2) the date three (3) months after sales by Developer of ninety percent (90%) of the units in the Condominium have closed; or (3) the date when all the units have been completed, some of them have been sold, and no unsold units are being offered for sale by Developer in the ordinary course of business; or (4) the date when some of the units in the condominium have been sold and none of the other unsold units are being constructed or offered for sale by the Developer in the ordinary course of business. At such election, and in all subsequent elections, the unit owners other than Developer shall elect the greater of (1) a majority of the members of the Board, or (2) that number of members corresponding to the aggregate voting power of unit owners other than Developer.

(d) Developer shall be entitled to elect at least one (1) member of the Board for so long as Developer holds five percent (5%) of the units in the Condominium for sale in the ordinary course of business.

Persons elected to the Board of Directors by unit owners other than Developer shall be owners, co-owners, spouses of owners, or mortgagees of units, or, in the case of corporate owners or

mortgages of units, officers, directors, shareholders, or employees of such corporations.

Section Three. Powers and duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by law, by the Declaration, or by these By-Laws directed to be exercised and done by the unit owners. The powers and duties to be exercised by the Board of Directors shall include, but shall not be limited to the following:

- (a) Maintenance, repair, replacement, cleaning, and sanitation of the common elements;
- (b) Determination, assessment, and collection of funds for common expenses, and payment of such expenses;
- (c) Adoption, distribution, amendment, and enforcement of rules governing the use and operation of the Condominium and the use of the common elements, subject to the right of a majority of unit owners to change any such rules;
- (d) Procurement and maintenance of insurance as hereinafter provided;
- (e) Maintenance of accounting records, in accordance with law and generally accepted accounting principles, which records shall be made available for inspection by unit owners and mortgagees at all reasonable times;
- (f) Authorization and prosecution, in the name of the Association of any and all actions and proceedings deemed necessary or appropriate in furtherance of the interests of unit owners generally,

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including suits to foreclose liens for non-payment of assessments or to recover money judgments for unpaid assessments;

(g) Entry into any and all contracts deemed necessary or appropriate in furtherance of the interest of unit owners generally;

(h) Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the property, the common elements, and the restricted common elements;

(i) Establishment of bank accounts in the name of the Condominium, and authorization of signatories therefor;

(j) Purchasing, leasing or otherwise acquiring in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale, lease, or surrender by their owners to the Board;

(k) Purchasing units at foreclosure or other judicial sale in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

(l) Selling, leasing, mortgaging, or otherwise dealing with units acquired by, and sub-leasing units leased by, the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

(m) Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing units on behalf of all unit owners;

(n) Contracting for repairs of, and additions and improvement to, the property, and for repairs to, and restoration of, the property in accordance with the provisions of these By-Laws, after

damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

Section Four. Election and terms of office. At the first meeting of unit owners after the date on which unit owners other than Developer become entitled to elect at least a majority of the members of the Board of Directors, the terms of office of Board members shall be one (1) year. Board Members shall hold office until their successors have been elected and hold their first meeting.

Section Five. Removal of Board members. At any regular or special meeting, duly called, any one or more members of the governing Board may be removed with or without cause by a majority of unit owners, and a successor may then and there be elected to fill the vacancy so created. Any Board member so elected shall serve for the unexpired term of his predecessor in office. Any member whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his removal.

Section Seven. Organizational meeting. The first meeting of each Board of Directors, at least a majority of the members of which have been elected by unit owners other than Developer, shall be held within thirty (30) days after the election of such Board, at such place as may be fixed by the Board. No notice shall be necessary to the newly elected Board of Directors to legally constitute such meeting, providing that a majority of the Board shall be present.

Section Eight. Regular meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be determined by the Board; provided, however, that at

least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Board member personally, or by mail or telephone, at least thirty (30) days prior to the date set for such meeting.

Section Nine. Special meetings. Special meetings of the Board of Directors may be called by the President, and shall be called by the President or Secretary on the written request of at least two (2) Board members, on ten (10) days' notice to each Board member, given personally or by mail, telephone or telegraph. Any such notice shall state the time, place and purpose of the meeting.

Section Ten. Meetings open to unit owners. All meetings of the Board of Directors shall be open to all unit owners. Notice of each meeting will be given to each unit owner(s) personally, or by mail or telephone, at least 48 hours before the meeting, except in the case of emergency meetings.

Section Eleven. Waiver of Notice. Any Board member may at any time waive notice of any meeting of the Board, in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance of any Board meeting by a member shall constitute a waiver by him or her of notice of the time and place thereof. If all Board members are present at any meeting of the Board, no notice shall be required, and any business may be transacted at any such meeting.

Section Twelve. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of a

majority of the members present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meetings of the Board of Directors there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section Thirteen. Minutes. Minutes shall be taken at all meetings of the Board of Directors. Copies of the minutes shall be available for inspection at the office of the Association by unit owners and Board members at all reasonable times.

ARTICLE THREE

OFFICERS

Section One. Designation. The principal officers of the Association shall be a President, Vice President and Secretary/Treasurer, all of whom shall be elected by and from the Board of Directors.

Section Two. Election of officers. The Officers of the Association shall be elected annually by the Board of Directors at its organizational meeting, and shall hold office at the pleasure of the Board.

Section Three. Removal of Officers. On the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with or without cause, and his successor may be elected

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at any regular meeting of the Board, or at any special meeting of the Board called for that purpose.

Section Four. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Directors and of unit owners. He shall have all general powers and duties that are incident to the office of president of a Florida corporation not for profit, including, without limitation, the power to appoint committees from among the owners from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association.

Section Five. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as may from time to time be imposed upon him by the Board of Directors.

Section Six. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and of unit owners; he shall have charge of such books and papers as the Board of Directors may determine; and shall have responsibility for the funds and securities of the Association, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Directors or managing agent, in

such depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all duties incident of the office of Secretary/Treasurer of a Florida corporation not for profit.

ARTICLE FOUR

UNIT OWNERS

Section One. Annual meetings. Within thirty (30) days after the date on which unit owners other than Developer own fifteen percent (15%) of the units that will eventually be operated by the Association, the Board of Directors shall call and give notice of the first annual meeting of unit owners, which meeting shall be held not less than thirty (30) days after the date of the notice. At such meeting at least one-third (1/3) of the officers and directors of Developer holding office as members of the Board of Directors shall resign, as provided elsewhere in these By-Laws, and unit owners other than Developer shall elect at least one-third (1/3) or more members of the Board. Thereafter annual meetings of the unit owners shall be held on the first Monday of October of each succeeding year. At each such subsequent meeting the unit owners shall elect a number of members to the Board of Directors sufficient to fill all vacancies and to replace or re-elect members whose terms have expires. Unit owners may also transact such other business of the Association as may properly come before the meeting.

Section Two. Special meetings. The President may, and shall, if directed by resolution of the Board of Directors or by petition signed and presented to the Secretary/Treasurer by unit owners owning a total of a least two-thirds (2/3) of the common interest, call a special

meeting of unit owners. The notice of any special meeting shall state the time and place of the meeting, and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent, either in person or by proxy, of unit owners owning at least two-thirds (2/3) of the common interest.

Section Three. Place of meetings. Meetings of unit owners shall be held at the principal office of the Association, or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section Four. Notice of meetings. It shall be the duty of the Secretary/Treasurer to mail a notice of each annual or special meeting, stating the purpose, and the time and place thereof, to each unit owner at least fourteen (14) days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served.

Section Five. Quorum. At all meetings of unit owners, a majority of unit owners shall constitute a quorum for transaction of business. If a quorum is present at a meeting, the acts of a majority, in both common interest and in number of units held of those unit owners present, shall bind all unit owners for all purposes other than those for which a higher percentage is required by law, by the Declaration, or by these By-Laws. If, at any meeting of unit owners, less than a quorum is present, a majority of those present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such subsequent meeting at which a quorum is present, any business that might have been transacted at the meeting as

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originally called may be transacted without further notice. As used in these By-Laws, the term "majority" of unit owners" means those owners holding fifty-one percent (51%) in the aggregate in both common interest and number of units.

Section Six. Order of business. The order of business at all meetings of unit owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of Board of Directors.
- (f) Reports of committees.
- (g) Election of inspectors of election (when appropriate).
- (h) Election of members of Board of Directors (when required)
- (i) Unfinished business.
- (j) New business.

Section Seven. Voting. The owner or owners of each unit, or some person appointed by such owner or owners to act as a proxy on his or their behalf, shall be entitled to cast the vote appurtenant to each such unit at all meetings of unit owners. The appointment of any proxy shall be made in writing filed with the Secretary/Treasurer, and shall be revocable at any time by notice in writing to the Secretary/Treasurer. No one person may hold more than two (2) proxies. Voting shall be on a percentage basis. The percentage of the vote to which an owner is entitled shall be the percentage of the sum of the percentages

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of ownership interest in the common elements assigned to the unit or units owned by him as set forth in the Declaration.

Section Eight. Minutes. Minutes shall be taken at all meetings of unit owners. Copies of the minutes shall be available for inspection at the office of the Association by unit owners and members of the Board of Directors at all reasonable times.

ARTICLE FIVE

OPERATION OF PROPERTY

Section One. Determination of the common charges.

Each year the Board of Directors shall prepare a proposed budget of common expenses for the Association. This budget shall include projections of common expenses, common revenues (from sources, if any, other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against unit owners proportionate to each unit owner's interest in the common elements as provided in the Declaration.

As used in these By-Laws, the term "common expenses" or "common charges" shall mean expenses or charges for which unit owners are proportionately liable, and shall include, if applicable, but not be limited to the following:

(a) All expenses of administration, maintenance, repair and replacement of the common elements.

(b) Insurance premiums on all policies of insurance

obtained by the Board of Directors, managing agent or manager, as the case may be, pursuant to Section Eleven of this Article.

- (c) Working capital reserve.
- (d) General operating reserve.
- (e) Repair and replacement reserve.
- (f) Reserve for deficits accrued in prior years, if any.
- (g) Reserve for acquisition or lease of units, the

owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale.

(h) Utility charges for water and gas, if any, and related sewer rates.

(i) Utility charges for electricity serving the common elements, other than leased portions thereof, which shall be separately metered.

(j) All other amounts that the owners may agree upon or that the Board of Directors may deem necessary or appropriate for the operation, administration, and maintenance of the Condominium.

(k) All other amounts designated common expenses by the Declaration, by these By-Laws or by law.

A copy of the proposed budget will be mailed to each unit owner and unit mortgagee not less than thirty (30) days prior to the meeting at which the budget will be considered by the Board, together with a notice of that meeting. A final budget of common expenses will be adopted by the Board at such meeting.

Section Two. Collection of assessments. The Board of Directors shall, assess common charges against unit owners monthly,

which shall be payable on the first day of each month without notice, each such assessment covering the next succeeding month. If any such installment remains unpaid for more than fifteen (15) days for the date due, the Board of Directors will take prompt action to collect it.

Section Three. Common surplus. If, in any taxable year, the net receipts of the Association from assessments and all other sources except casualty insurance proceeds and other non-recurring items, exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year as may be determined by the Board of Directors, such excess shall be retained and applied to lessen the assessments for the next succeeding year, the amount of such reduction for each unit owner being in proportion to his undivided interest in the common elements.

Section Four. Liability for assessments. All unit owners are obligated to pay the common charges assessed by the Board of Directors at the times set forth in these By-Laws. No unit owner may exempt himself from liability for any assessment for common charges by waiver of use or enjoyment of any of the common elements or by abandonment of his unit.

Section Five. Default in payment of common charges. In the event a unit owner shall fail, for fifteen (15) days following the due date thereof, to pay to the Board of Directors the common charges assessed against his unit, such unit owner shall be deemed in default, and shall be obligated to pay interest at the highest rate allowed by

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law on such common charges from the due date thereof and a late fee not to exceed \$25.00, together with all expenses, including reasonable attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect the same, or to foreclose a lien for nonpayment thereof.

Section Six. Foreclosure of liens for unpaid common charges. The Board of Directors may bring an action to foreclose any lien for unpaid common charges in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Board shall give notice to the unit owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by personal delivery or by certified mail, return receipt requested, addressed to the unit owner.

Section Seven. Maintenance and repair.

(a) Every owner shall promptly perform all maintenance and repair work within his own unit, which if omitted, would affect any common element, any portion of the property belonging to other owners, or the project as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may engender.

(b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside individual units, shall be the responsibility of the Association and shall be charged to all unit owners as common expenses unless such maintenance, repairs, or replacements are necessitated by the negligence or misconduct of

individual unit owners, in which case they shall be the responsibility of, and shall be charged to, such individual unit owners.

(c) Each unit owner shall be responsible for and reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through his fault.

Section Eight. Use of units; rules and regulations.

The use of units and the common elements shall be subject to reasonable restrictions set forth in rules and regulations to be promulgated and amended from time to time by the Board of Directors with the approval of a majority of unit owners. Copies of all such rules and regulations shall be furnished to each unit owner prior to the effective date.

Section Nine. Modifications by unit owners. No unit owner

shall make any structural addition or alteration to his unit without the prior written consent of the Board of Directors. On written request by any unit owner for approval of a proposed addition or alteration, the Board shall answer the same within thirty (30) days after receipt hereof, and failure to do so within the stipulated time shall constitute a consent.

Section Ten. Right of access. The Association shall

have, and shall exercise through the manager, managing agent, or other person or persons authorized by the Board of Directors, a right of access to each unit from time to time during reasonable hours, to maintain, repair or replace any common elements therein or accessible therefrom, or to make emergency repairs necessary to prevent damage to common elements or to any other units or units, or to correct any condition violative of the provisions of any mortgage secured by any

other unit Requests for access shall be made in advance and shall be scheduled for time convenient to the owner, except that in the case of emergency, right of access shall be immediate, and shall exist whether the unit owner is present at the time or not.

Section Eleven. Insurance. The Association shall use its best efforts to obtain and maintain adequate liability insurance, fire and extended coverage insurance and, if applicable, flood insurance to protect the Association, the common elements and limited common elements.

ARTICLE SIX

RECORDS

Section One. Records: certification. The Board of Directors shall keep detailed records of all actions of such Board, including financial records and books of account of the Association, kept in accordance with generally accepted accounting principles. Such records shall include a chronological record of all receipts and disbursements. A separate account shall also be kept for each unit containing, among other things, the amount of each assessment against such unit, the date when due, amounts paid thereon, and the balance remaining due. The Board of Directors shall also prepare a quarterly written report summarizing receipts and disbursements of the Association, copies of which shall be made available to all unit owners. Additionally, an annual report of receipts and disbursements of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Directors to all unit owners and mortgagees requesting the same promptly after the end of each fiscal year.

ARTICLE SEVEN

MISCELLANEOUS

Section One. Notices. All notices required or permitted to be sent to the Board of Directors shall be sent by registered or certified mail to the office of the Board, or to such other address as such Board may from to time, designate. All notices required or permitted to be sent to any unit owner shall be sent by registered or certified mail to the Condominium or such other address as such owner may have designated, in writing, to the Board of Directors. All notices to unit mortgagees shall be sent by registered or certified mail to their respective addresses as maintained by the Secretary in the book entitled "Mortgagees of Units". All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section Two. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations and failures to enforce that may occur.

Section Three. Invalidity. If any provision or provisions of these By-Laws is, or are, declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these By-Laws.

Section Four. Captions. Captions are inserted in these By-Laws for convenience and reference only, and shall not be taken in any

way to limit or describe the scope of these By-Laws or any provision hereof.

Section Five. Procedure. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration, Articles of Incorporation, or these By-Laws.

Section Six. Priorities in case of conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- (1) The Declaration of Condominium
- (2) The Articles of Incorporation
- (3) The By-Laws
- (4) Declaration of Covenants and Restrictions and related By-Laws and Articles of Incorporation.
- (5) The Rules and Regulations, if any, adopted by the Board of Administration

ARTICLE EIGHT

AMENDMENT

Section One. Amendments. These By-Laws may be amended or supplemented by the vote of unit owners entitled to exercise sixty-six and two-thirds percent (66 2/3%) or more of the total voting power of the Association at a meeting of unit owners duly called and held for such purpose. Provided, no amendment shall be made that is in conflict with the Declaration, nor shall any amendment alter, abridge or amend the rights of the Developer or mortgagees of units, without their consent. Any such amendment or supplement shall be filed or

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recorded in the office in which the Declaration and a copy of these By-Laws are recorded.

ARTICLE NINE

ARBITRATION OF INTERNAL DISPUTES

Section One. Arbitration of Internal Disputes.

Internal disputes, arising from the operation of the Condominium among Unit Owners, the Association, their agents, and assigns may be resolved by voluntary binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales, Condominiums, and Mobile Homes pursuant to Florida Statute 718.1255. Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this article shall preclude any party from proceeding alternatively in any other manner provided for in these By-Laws.

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EXHIBIT "1"
TO THE DECLARATION OF CONDOMINIUM OF
BEACH HOMES AT VILLAGES OF VILANO,
A Condominium

SURVEYOR'S CERTIFICATE

SURVEYOR'S CERTIFICATE
FOR
BEACH HOMES AT VILLAGES OF VILANO,
A CONDOMINIUM

STATE OF FLORIDA
COUNTY OF ST. JOHNS

O.R. 813 PG 1427

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED CHARLES R. BASSETT, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO-WIT:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT, ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING BEACH HOMES AT VILLAGES OF VILANO, A CONDOMINIUM, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 9th DAY OF MARCH, 1989, A.D.

BASSETT
BY: *Charles R. Bassett*
CHARLES R. BASSETT
PROFESSIONAL LAND SURVEYOR
NO. 1576, STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME AS TO
CHARLES R. BASSETT, THIS _____ DAY OF
, 1989, A.D.

Jan M. Houser
NOTARY PUBLIC OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: 10-23-91

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EXHIBIT "J"
TO THE DECLARATION OF CONDOMINIUM OF
BEACH HOMES AT VILLAGES OF VILANO,
A Condominium

CONSENT OF MORTGAGEE

JOINER AND CONSENT

THE FIRST NATIONAL BANK OF BOSTON, a National banking association, the Owner and Holder of a first mortgage upon the real property described in the foregoing Declaration of Condominium of BEACH HOMES AT VILLAGES OF VILANO, a Condominium, which mortgage is dated January 11, 1988, and recorded in Official Records Book 770, Page 355, of the Public Records of St. Johns County, Florida, hereby agrees to the filing of said Declaration of Condominium of BEACH HOMES AT VILLAGES OF VILANO, a Condominium, as covenants running with the land and to the subordination of the lien of its said mortgage to the terms of the aforesaid Declaration of Condominium of BEACH HOMES AT VILLAGES OF VILANO, a Condominium.

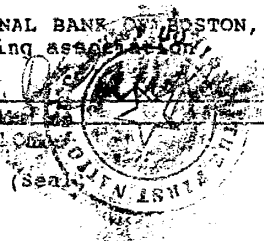
DATED this 6th day of March, 1989. XXXIX

Signed, sealed and delivered in the presence of:

Paul Robinson
Charles L. Hunt

THE FIRST NATIONAL BANK OF BOSTON, a national banking association.

By: John A. McCamp, III
Its Vice President and
Authorized Officer



Commonwealth
STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared John A. McCamp, III, as Vice President and of THE FIRST NATIONAL BANK OF BOSTON, a national banking association, known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such officer 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 6th day of March, 1989. XXXIX

Constance O. Woodland
Notary Public,
State of Massachusetts
Commonwealth
My Commission Expires 12/31/1992
My Commission Expires 12/31/1992

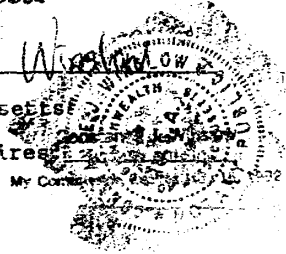


EXHIBIT "K"
TO THE DECLARATION OF CONDOMINIUM OF
BEACH HOMES AT VILLAGES OF VILANO,
A Condominium

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR VILLAGES OF VILANO