

DECLARATION OF CONDOMINIUM
OF
BEACHER'S LODGE CONDOMINIUM

BEACHER'S LODGE, INC., a Florida corporation, being the owner of record of the fee simple title to the real property situated, lying and being in St. Johns County, Florida, as more particularly described in the Survey Exhibit 1, which is incorporated herein by reference, does hereby state and declare that the realty described on sheet 1 of 8 of said Exhibit 1 together with improvements thereon, is submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718 et seq.) and does hereby file this Declaration of Condominium.

1. PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT.

1.1 PURPOSE. The purpose of this Declaration is to submit the lands and improvements herein described to condominium ownership and use in the manner prescribed by the laws of the State of Florida.

1.2 NAME AND ADDRESS. The name of this Condominium is as specified in the title of this document. The address shall be the name of the Condominium together with: ALA SOUTH, Crescent Beach, Florida 32084.

1.3 THE LAND. The real property described on sheet 1 of 8 of said Exhibit 1, labeled Ex. 1, is the Condominium Property hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the exhibits attached hereto.

1.4 THE EFFECT. All of the provisions of this Declaration of Condominium and all Exhibits attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the Condominium Property and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, successors or mortgagees, their heirs, personal representatives, under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.

2. SURVEY AND DESCRIPTION OF IMPROVEMENTS.

2.1 SURVEY. On sheet 1 through 8 of Exhibit 1 is a survey of the land, graphic description, and plot plans of the improvements constituting the Condominium, identifying the units, common elements and limited common elements, and the respective locations and approximate dimensions. Each Unit is identified on Exhibit 1 by a specific number. No Unit bears the same number as any other Unit. The parking and storage areas are delineated thereon. The percentage of ownership of undivided interests in

the Common Elements appurtenant to each Unit is designated on Exhibit 2.

2.2 RIGHT TO ALTER. Developer reserves the right to alter the interior design, boundaries and arrangements of all Units as long as Developer owns the Units so altered. Said alteration shall be accomplished by an amendment to this Declaration, which need only be signed by Developer without the approval of any other party. Developer shall unilaterally reportion, if necessary, the shares of ownership in the Common Elements appurtenant to the Units concerned.

3. DEFINITION OF TERMS. The terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated in the Condominium Act (Sec. 718.101, Fla. Stat.) and as follows, unless the context otherwise requires.

3.1 "Condominium" means that form of ownership of real property which is created pursuant to the provisions of F.S. 718, and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each Unit an undivided share in Common Elements. The term shall also mean the Condominium established by this Declaration.

3.2 "Declaration", or "Declaration of Condominium" means this instrument.

3.3 "Unit" or "Condominium Unit" means a part of the Condominium Property which is to be subject to private ownership as specified in this Declaration.

3.4 "Common Elements" means the portions of the Condominium Property not included in the Units.

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

3.6 "Association" means the non-profit Florida corporation whose name and seal appears at the end of this Declaration which is the entity responsible for the operation of the Condominium.

3.7 "Board" or "Board of Administration" means the Board of Directors of the Association responsible for the administration of the Association.

3.8 "By-Laws" means the By-Laws of the aforesaid Association (Exhibit D).

3.9 "Condominium Act" means the Condominium Act of the State of Florida (F.S. 718, et seq.) as it exists at the time of filing this Declaration.

3.10 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium as specified in F.S. 718.115 and all other expenses declared Common Expenses by provisions of this Declaration and its exhibits.

3.11 "Common Surplus" means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over the amount of Common Expenses.

3.12 "Condominium Property" means and includes the lands hereby subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto.

3.13 "Assessment" means a share of the funds required for the payment of Common Expenses which is assessed against the Unit Owners from time to time.

3.14 "Unit Owner" means the owner of a Condominium Unit.

3.15 "Institutional Mortgagee" means the State or Federal Bank, Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund, Mortgage Lending Firm or other lender authorized to make mortgage loans under Florida law, or an Agency of the United States Government, or like entity, being a mortgagee of a Unit, or the insurer or governmental guarantor of a mortgage loan made by such party.

3.16 "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.

3.17 "Condominium Documents" means this Declaration, the Survey Exhibit, Articles of Incorporation of the Association, and By-Laws of the Association.

3.18 "Developer" means BEACHER'S LODGE, INC., its successors and assigns which has created this Condominium in its capacity as developer.

3.19 "Eligible Mortgage Holder" means the holder of a first mortgage on a unit who has requested notice of certain matters from the Association in accordance with paragraph 24 hereof.

3.20 "Articles of Incorporation" means the Articles of Incorporation of the Association. (Exhibit C)

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

4. THE UNIT AND COMMON ELEMENTS.

4.1 INTEREST IN COMMON ELEMENTS. Each Unit Owner shall own, as an appurtenance to his Unit, an undivided interest in the Common Elements as assigned thereto in Exhibit 2. The percentage of undivided interest of each Unit shall not be changed without the unanimous consent of all owners of all of the Units. No owner of any Unit shall bring an action for partition or division of his undivided interest in the Common Elements.

4.2 BOUNDARIES. A Unit consists of an individual apartment lying within the following boundaries:

4.2.1 HORIZONTAL BOUNDARY:

- UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Apartment shall be the following boundaries extended to an intersection with the Perimetrical Boundaries:
- (1) UPPER BOUNDARY - The horizontal plane of undecorated finished ceiling.
 - (2) LOWER BOUNDARY - The horizontal plane of the undecorated finished floor.

4.2.2 PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior walls extended to intersections with each other and with the Upper and Lower Boundaries.

- (1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereof. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Element.

- (2) Where a balcony, loggia, terrace, porch, stairway, or other portion of the building or any fixture attached to the building serves only the Unit, the perimetrical boundary shall vary with exterior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

- (3) The interior partitions within a Unit are part of said Unit.

4.2.3 WEIGHT BEARING STRUCTURES. The area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries of a Unit is a Common Element not a part of the Unit.

4.2.4 MAINTENANCE EASEMENT. There shall exist as a Common Element, an easement through each Unit for ducts, pipes, conduits, plumbing, wiring, or other facilities for the furnishing of utility services to Units and the Common Elements and for maintaining, repairing or servicing the same. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are part of such Unit and are not Common Elements.

4.2.5 AIR CONDITIONING. Notwithstanding any of the provisions of this paragraph to the contrary, the air conditioning compressor serving a Unit and the refrigerant and electrical lines running from such compressor to, and air handler within, the individual Units are part of such Unit and are not Common Elements.

4.3 AUTOMOBILE PARKING AREAS. Use of the parking spaces shall be as provided in the By-Laws. Parking spaces shall be Common Elements.

5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS. No Unit may be divided or subdivided into a small unit or units other than as shown on Exhibit 1 hereto, nor shall any Unit, or portion thereof, be added to or incorporated into any other Unit (except as provided in paragraph 3 hereof).

6. EASEMENTS.

6.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their immediate families, guests, and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.

6.2 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. In the event that any Unit, Common Element or Limited Common Element shall encroach upon any other Unit, Common Element or Limited Common Element for any reason other than the purposeful or grossly negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

6.3 UTILITY EASEMENTS. Utility easements are reserved and/or may be granted, through the Condominium Property as may be required for utility service (including construction and maintenance) in order to adequately serve the Condominium.

6.4 INGRESS AND EGRESS. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.

6.5 USE. The use of any easement by a Unit Owner shall be subject to the provisions of this Declaration and of the document creating the easement.

6.6 ACCESS. Developer covenants to provide, either by way of easements or publicly dedicated right of way, reasonable access for ingress and egress from this Condominium to the public way. All easements so provided, shall be for the benefit of all persons residing on the Condominium Property.

6.7 SURVEY BENEFIT - EASEMENTS. The Developer shall have the right to create, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Declaration. Further, Developer shall have the unequivocal right without the joinder of any other party to grant such easements (ingress, egress and maintenance) to such parties as Developer deems fit, over the traffic ways as contained in the parking areas on the Condominium Property. If such easement is granted, the portion thereof that falls within the confines of the Condominium Property is designated as shown on Exhibit A attached hereto and shall be governed by the language thereon or may be created by separate document. The responsibility for the maintenance of the easements designated on Exhibit A being granted over parking areas shall be as provided for therein, and if no such provision is made, the Association shall be responsible for the maintenance and care thereof. Developer, or its designer, shall have the right to enter the Condominium Property for the purpose of construction, maintaining and repairing said easements and the equipment thereon. Should the Developer grant additional easements which connect with or are intended to supplement, replace or relocate the easements designated on Exhibit A, the same shall automatically be part of the easements provided therein as if originally set forth.

6.8 WATER, GARBAGE, AND SEWER SERVICE. In order to provide the Unit Owners with adequate water, sewage and garbage disposal service the Association or its agent may contract for

these services with the appropriate entities or they may be provided directly to each unit.

6.9 ADDITIONAL EASEMENTS. Developer reserves unto itself or its designer, the unequivocal right to create additional easements over, upon, or through the Condominium Property, at any time, for any purpose without the joinder of the Association or any Unit Owners whatsoever, provided, that said easements so created shall not cause a diminution of parking spaces or cause a taking of part or all of the actual building. However, if requested, the Association and Unit Owners shall join in the creation thereof. The Association shall have the right to grant permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

7. COMMON EXPENSES; COMMON SURPLUS.

7.1 LIABILITY AND METHOD OF SHARING. Each Unit shall share in the Common Surplus and be liable for the Common Expenses in the same percentage as the percentage representing the undivided interest of each Unit in the Common Elements as it may exist at any time. The right to share in the Common Surplus does not include the right to withdraw, or to require payment or distribution thereof, except upon termination and dissolution of the Condominium.

7.2 EXEMPTION OF DEVELOPER. The developer shall be excused from the payment of the share of the common expenses and assessments related to those units owned by the developer for a period of time subsequent to the recording of the declaration of the condominium, which period shall terminate on the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. However, the developer must pay the portion of common expenses incurred during that period which exceed the amount assessed against other unit owners.

8. ADMINISTRATION OF THE CONDOMINIUM:

8.1 THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with this Declaration, its exhibits and the Condominium Act.

8.2 MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.

8.3 POWERS OF THE ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the Units, Elements and Limited Common Expenses as the Board of the Association may deem to be in the best interest of the Condominium. The Association shall have all of the powers and duties set forth in the Condominium Act except where limited herein or where the exercise

of such powers and duties will impair the rights of other parties.

8.4 REPORTS TO MEMBERS. The Association or its designees shall maintain such records as required by F.S. 716.11, and shall make them available for inspection during normal business hours by Unit Owners and lenders and by holders, insurers or guarantors of any first mortgage.

8.5 REPORTS TO LENDERS. So long as an Institutional Mortgagee of any Unit is the owner or holder of a mortgage encumbering a Unit in the Condominium, the Association shall furnish said Institutional Mortgagee with one (1) copy of the Annual Financial Statement and Report of the Association pertinent to the Unit upon which the mortgage is held, provided said Institutional Mortgagee requests same.

8.6 INSURANCE REPORTING. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owner, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

8.7 VOTING. Each Unit Owner, including the Developer, shall be entitled to one (1) vote for each Unit owned. The vote of each Unit Owner shall be governed by the provision of the By-Laws.

8.8 MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association and such person, firm, or corporation shall agree.

8.9 DEVELOPER CONTROL. The developer shall relinquish all special rights, expressed or implied, through which the developer may directly or indirectly control, direct, modify, or veto any action of the owner's association, its executive board, or a majority of unit owners, and control of the owner's association shall pass to the owners of units within the project, no later than the earlier of the following:

- (a) 120 days after the date by which 75 percent of the units have been conveyed to unit purchasers, or
- (b) the last date of the third year following the first conveyance to the unit purchaser, or
- (c) as provided in Florida Statutes 718.301 (1983).

9. USE AND OCCUPANCY.

9.1 RESIDENTIAL USE. Each Unit is hereby restricted to residential use.

9.2 GENERAL USE RESTRICTION. No person shall use the Condominium Property, or any parts thereof, in any manner contrary to the Condominium Documents or Condominium Act.

9.3 ALTERATIONS AND ADDITIONS. No Unit Owner shall make or permit to be made any internal material alteration, addi-

tion or modification to his Unit, without the prior written consent of the Association. No Unit Owner shall cause the balcony or terrace which is abutting, or part of, his Unit to be enclosed or cause any improvements or changes to be made therein without the written permission of the Association. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television antenna systems or connections whether inside or outside the Unit or in any manner change the appearance of any portion of the Condominium Property. No Unit Owner may cause any material puncture or break in the boundaries of his Unit. All units shall maintain fully carpeted floors in said units at all times (except in the kitchen, storage and bathroom areas).

9.4 LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

9.5 VENDING MACHINES. The Association shall have the exclusive and perpetual right to contract for the installation and operation of coin-operated vending and laundry machines, including but not limited to, washing machines, dryers, dry cleaning machines and machines of an allied nature within the Condominium Property on areas designated for such services.

9.6 NUISANCES. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or Occupants or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners or Occupants is permitted. No Unit Owner or Occupant shall permit or suffer anything to be done or kept upon the Condominium Property or his Unit which will increase the rate of insurance on the Condominium.

9.7 APPLICABILITY TO DEVELOPER. No Unit Owner or the Association, or their use of the Condominium, shall interfere with the Developer's completion and sale of the Condominium Units. Anything contained herein to the contrary notwithstanding, the Developer may make such use of any unsold Unit and the Common Elements as may facilitate the sale or leasing of any Unit.

9.8 RULES AND REGULATIONS. All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the Association and the provisions of this Declaration and the By-Laws of the Association, as applicable.

10. MAINTENANCE, ALTERATION AND REPAIR OF THE CONDOMINIUM PROPERTY.

10.1 MAINTENANCE BY ASSOCIATION. The Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common and Limited Common Elements.

10.2 MAINTENANCE BY UNIT OWNER. The Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair, and replace, at his expense, all portions of his Unit including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers, and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his Unit. The Unit Owner shall maintain and repair the air conditioning compressor, refrigerator and electric-

cal lien appurtenant to his Unit.

10.3 LIABILITY OF UNIT OWNER. Should a Unit Owner undertake unauthorized additions and modifications to his Unit, or refuse to take repairs as required, or should a Unit Owner cause any damage to the Common Elements, the Association may make such repairs or replacements and have the right to levy a special assessment for the cost thereof against the said Unit Owner. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

10.4 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any item for which the Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, or the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

10.5 RIGHT OF ENTRY BY ASSOCIATION. Whenever it is necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of this Declaration, or for performing any maintenance, alteration or repair to any portion of the Common Elements or Unit, the Unit Owner shall permit an authorized agent of the Association to enter such Unit, or to go upon the Common Elements, provided, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. The Unit Owners acknowledge that the Association has retained a master pass key to all the Units in the Condominium. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association shall not be liable for an alleged property damage or theft caused or occurring on account of any entry.

11. TAX OR SPECIAL ASSESSMENT AGAINST THE CONDOMINIUM PROPERTY. If any taxing authority levies or assesses any Tax, or Special Assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any parcel to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each Unit. All personal property taxes levied or assessed against personal property owned by Association shall be paid by the Association and shall be a Common Expense.

12. LEASING. All leases or rental agreements for any unit shall be in writing and be subject to the Declaration and By-Laws.

13. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by the following provisions:

13.1 PURCHASE OF INSURANCE. All insurance proceeds pursuant to this Paragraph 13 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgages, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgage endorsements to any or all of the holders of individual first mortgages. When appropriate and possible, the policies shall provide that the insurer waives its rights of sub-

rogation as to any claim against Unit Owners and the Association, their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid. Said policies and endorsements may be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms and conditions hereof.

13.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

13.3 UNIT OWNERS' RESPONSIBILITY. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and living expenses as he deems advisable. When appropriate and possible, all such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution.

13.4 COVERAGE. The following coverage shall be obtained by the Association:

(a) The building(s) and all other insurable improvements upon the land, including all of the Units, Common Elements, limited Common Elements, and all personal property owned, by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the Association in consultation with the insurance company providing the coverage. Said coverage shall afford protection against the loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to buildings similar in construction, location and use, including but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

(b) Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits of not less than \$100,000 for bodily injury or death resulting from any one accident or occurrence, and not less than \$50,000 for property damage. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liability of the Unit Owners as a group to an individual Unit Owner and one Unit Owner to another.

(c) Workmen's compensation policies shall be obtained to meet the requirements of law.

(d) Such other insurance as the Board of the Association may determine to be necessary from time to time.

13.5 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 13.4(a) shall provide that all proceeds payable to the Association as a result of any injury loss, except those specifically herein excluded, shall be paid to the Association or, if the Association so elects, to a financial institution doing business in St. Johns County and having trust powers. Such institution shall be designated as

Trustee from time to time, by the Association (said Trustee, acting as such, is herein referred to as the "Insurance Trustee") and which appointment is subject only to the approval of the Institutional Mortgagee holding the greatest dollar amount of mortgages against units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. It is the duty of the Association or the Insurance Trustee to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgages, as follows:

(a) Proceeds received on account of damage to Common Elements shall be held in the same proportion as the share in the Common Elements which is apportioned to each of the units.

(b) Proceeds on account of damage to the units shall be held in the following manner in undivided shares:

(1) PARTIAL DESTRUCTION. WHEN THE BUILDING IS DAMAGED UNITS IN PROPORTION TO THE COST OF RESTORING THE SAME SUFFERED BY EACH DAMAGED UNIT. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate proportion and each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.

(2) TOTAL DESTRUCTION WHEN THE BUILDING IS DESTROYED OR WHEN THE BUILDING IS NOT TO BE RESTORED. For all Unit Owners of a destroyed building; the share of each being in the same proportion as the Unit Owner's undivided share in the Common Elements which is apportioned to his unit. In the event a mortgagee endorsement has been issued hereunder, the share of a Unit Owner shall be held in trust for the mortgagee and there is more than one building in the condominium then the proceeds shall be held for the benefit of the Unit Owners in the destroyed building as if it were the only building in the condominium.

13.6 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee of the Association shall be distributed to or for the benefit of the Unit Owners (after first paying or making provision for payment of the expenses, including a reasonable fee for services rendered, of the Insurance Trustee) in the following manner:

(a) If the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the Association.

(b) If it is to be determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners and their mortgages as their interest may appear.

(c) In making distribution to Unit Owners and their mortgages, the Insurance Trustee may rely upon a certificate provided by the Association as to the names of the Unit Owners and mortgages and their respective shares of the distribution. Upon request of the Insurance Trustee the Association shall forthwith deliver said certificate.

13.7 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner, for each owner of a mortgage upon a unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under

insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.8 DETERMINATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty the determination as to whether or not it shall be reconstructed shall be made in the following manner:

(a) COMMON ELEMENT. If the damage is to only Common Elements the damaged property shall be reconstructed unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) DAMAGE TO UNITS. If the damage is to units and if units to which more than 70% of the Common Elements are apportioned are found by the Board of Directors to be untenable, then the damaged property will not be reconstructed and the Condominium will be terminated without agreement as elsewhere provided. If, within sixty (60) days after the casualty, Unit Owners owning 75% or more of the Common Elements and eligible holders holding mortgages on units which have at least 51 percent of the votes of units subject to eligible holder mortgages agree in writing to such termination, notwithstanding the foregoing, if the damage could be repaired for \$200,000.00 or less, the property shall be reconstructed.

(c) CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice-President and Secretary or Assistant Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

13.9 RESPONSIBILITY. If the damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of the Unit Owner then the Unit Owner shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

13.10 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes if necessary.

13.11 ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by any Institutional Mortgagee involved.

13.12 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to units shall be in proportion to the

cost of reconstruction of their respective units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements.

13.13 DISPOSITION OF PROCEEDS. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee or the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

(a) That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner, to such contractor, suppliers, and personnel for work done, materials supplied or services rendered for such reconstruction. Payments shall be in such amounts and at such times as the Unit Owner may direct, or if there is a mortgagee endorsement, to such payee as the Unit Owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction.

(b) If the amount of the estimated cost of reconstruction is less than \$25,000.00, and is the responsibility of the Association: The construction fund shall be disbursed directly to the Association in payment of such costs and upon the Association's order, provided, however, that upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.

(c) If the amount of the estimated cost of reconstruction is more than \$25,000.00, and is the responsibility of the Association, then the reconstruction funds shall be paid from the account of the Association, from time to time, as the work progresses. If a Trustee has been appointed, said Trustee shall make payments upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, setting forth:

(1) That the sum then requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialman's lien.

(3) That the cost, as estimated, of work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

(d) It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the Common Elements and then to the Unit. If there is a balance in a construction fund after the payment of all costs of reconstruction said balance shall be distributed to the Association.

(e) Payment for any reconstruction made under Subparagraphs (b) and (c) of this paragraph shall be made by the Insurance Trustee of the Association only upon presentation of proof of payment of bills for materials in place, labor, services and materials for work covered and included in such payments for which failure to pay might result in a lien on the Common Elements.

13.14 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING

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INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued relative to any unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided. All mortgagees waive the rights to said proceeds if the same are used pursuant to the provisions of the Declaration to pay for the restoration of such damage. The provisions hereof shall not affect the rights of the mortgagee, if any, to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.

13.15 AUTHORITY OF ASSOCIATION. In all instances, herein, except when a vote of the membership of the Association, or of a particular building, is specifically required, all decisions, duties and obligations of the Association under this Paragraph 13 may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

13.16 REPAIR OF LAND. In the event, pursuant to the provisions of Paragraph 13.8(b), the Condominium is not terminated but a building is not to be restored, the remains of said building shall be razed and the land thereunder restored to a landscaped green area at the sole prorate expense of the Unit Owners who own units in said building. The expense thereof may be deducted from any insurance proceeds payable on account of casualty to said building.

13.17 CONFORMANCE TO ASSOCIATION. In the event, pursuant to the provisions of Paragraph 13.8(b) hereof, the Condominium is not terminated but a building is not to be restored, the payment of any insurance funds to the Unit Owners and/or their mortgagees of said building on account of casualty to said building, shall be contingent upon said Unit Owners conveying by quit-claim deed, executed in recordable form, all units in said building to the Association, and further contingent upon the mortgagees thereof executing Satisfaction of Mortgages, in recordable form for all mortgages encumbering units in said building. The share of the Common Expenses of said units conveyed to the Association shall be a Common Expense to be shared by the remaining Unit Owners of the Condominium. Since said remaining Unit Owners will not own 100% of the Common Elements due to the fact that the Association will own the units of said building which were not restored, and in order to collect said Common Exp. fees attributable to the units owned by the Association, there shall be added to the Budget an amount entitled "Common Expenses of Association's Units" which shall be mathematically determined to equal an amount such that when added to the actual expenses and assessments of the Association, the amount to be collected from the remaining Unit Owners according to their percentage of Common Expense equals expenses and assessments.

14. ASSESSMENTS:

14.1 GENERAL AUTHORITY. The Association, through its Board, shall have the power to make, levy and collect regular and special assessments for Common Expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time. A working capital fund shall be established for the initial months of the project operations equal to two (2) months' estimated common area charges for each unit. Each unit's share of this fund shall be paid to the Association at the time of closing of the initial sale of each unit, provided that the share of any unit remaining unsold after sixty (60) days from the date

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of the conveyance of the first unit shall be paid to the Association immediately by the Developer. The Developer shall be reimbursed the amount paid by the Developer into the fund for a unit by the first purchaser of the unit. The amounts paid into this fund are not to be considered advance payments of regular assessments.

14.2 UNIT OWNER'S GENERAL LIABILITY. All Common Expenses levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentages of the undivided shares in the ownership of the Common Elements unless specifically otherwise provided for herein, without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Unit(s), the assessment, which would otherwise be due and payable to the Association or others by the owner of such Unit(s), shall be a Common Expense as the same relates to the collection of such sums from the Unit Owners to pay the Association's obligations.

14.3 PAYMENT. The assessments of the Association levied against the Unit Owner and his Unit shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the Association.

14.4 EMERGENCIES. If assessments levied are, or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

(a) RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses shall include therein a sum to be collected and maintained as a reserve fund for capital expenditures and deferred maintenance as required by Florida Statutes.

(b) OPERATING RESERVE FUND. The Board of Directors of Association in assessing from Common Expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit Owner or as a result of emergencies.

14.5 SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments may be co-mingled with other monies held by the Association. All assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit the Association shall not be required to account to such owner for any share of the funds or assets of the Association.

14.6 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances per-

mitted by Paragraph 14.8 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In addition, a late charge of \$25.00, which is acknowledged not to be a penalty, shall be then due and payable. In the event that any Unit Owner is in default in payment of any assessments or installments thereof owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorney's fees and court costs.

14.7 NO WAIVER. No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit for which the assessments are made or in any other manner.

14.8 LIEN. The Association is hereby granted a lien upon each Condominium Unit, together with a lien on all tangible personal property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of all monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and reasonable attorney's fees incurred as an incident to the enforcement of said lien. The lien granted to Association may be foreclosed as provided in the Condominium Act (F.S. 718, et seq.). The lien granted to the Association shall further secure such advances for taxes and payments on account of Institutional Mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association.

14.9 PROVISION. In the event that any Institutional Mortgagee shall acquire title to any Unit by virtue of either foreclosure of a first mortgage, or a deed in lieu thereof, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association, pertaining to the Condominium Unit or chargeable to the former Unit Owner of the Unit which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Thereafter, all Unit Owners of any nature, including, without limitation, a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments, both for Common Expenses or otherwise, coming due while he is the Unit Owner.

14.10 CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit Owner, mortgagee, or lienor may require the appropriate certificate as set forth in F.S. 718.116(7).

14.11 NO OCCUPANCY UNTIL ASSESSMENTS PAID. In any voluntary conveyance of a Unit the grantee shall be jointly and severally liable with the grantor for all unpaid assessments of any nature incurred prior to the time of such voluntary conveyance. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage, including without limitation, persons acquiring title by operation of law, shall not be

entitled to occupancy of such Unit until such time as all unpaid attorney's fees, if any, incurred by the Association and owing by the former Unit Owner, have been paid in full.

14.12 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without valuing the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

14.13 LIENS - MECHANICS. The creation and enforcement of mechanic's and other liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of (F.S. 718.121 - Liens) the Condominium Act.

15. TERMINATION. The Condominium may be terminated in the following manner:

15.1 DESTRUCTION. If it is determined in the manner provided in Paragraph 13 that the Condominium Property as a whole shall not be reconstructed, the Condominium will be terminated.

15.2 AGREEMENT. As provided in Section 718.117 of the Condominium Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on Units.

If the proposed termination is submitted to a meeting of the Association, and if the approval of the Unit Owners owning not less than 75% of the Common Elements and their Institutional Mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association), shall have an option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against termination, or not voting, may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

(a) EXERCISE OF OPTION. The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Owners of the Units voting against termination. The agreement shall be subject to the purchase of all Units owned by Owners not approving the termination.

(b) PRICE. The sale price for each Unit shall be the fair market value as determined between the seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Unit, the price shall be determined by an appraiser appointed by the Chairman of the local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction.

(c) PAYMENT. The purchase price shall be paid in cash.

(d) FORM. The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase

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then in use in St. Johns County, Florida.

(e) CLOSING. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last Unit to be purchased.

15.3 CERTIFICATE. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.

15.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination so that the sum total of the ownership shall equal one hundred percent (100%).

15.5 OCCUPANCY RIGHTS AFTER TERMINATION. In the event of termination of the Condominium by agreement pursuant to Paragraph 15.2 hereof, each approving Unit Owner shall have the perpetual exclusive right to occupy the air space which formerly constituted said Unit. The Condominium Unit prior to termination, unless otherwise agreed upon in writing evidenced by a certificate executed by said Unit Owner and recorded in the public records.

15.6 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of Common Elements shall be extinguished by virtue of the termination of the Condominium.

15.7 AMENDMENT. This Paragraph 15 concerning termination cannot be amended without written consent of all Unit Owners, all record owners of mortgages upon the Units and if any Units are subject to the Lease Agreement, then the consent of Association shall be required.

15.8 EQUITABLE RIGHTS. Unit Owners shall have such rights as provided in F.S. 718.118.

15. AMENDMENTS. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

16.1 NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.2 PROPOSAL OF AMENDMENT. An amendment may be proposed by either the 80% vote of the Board of Directors of the Association, or by 15% of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a proposed amendment must be approved by either:

(a) The owners of, not less than, two-thirds of the units.

(b) Until the first election of a majority of the directors by the membership as provided for in Article VII of the Articles of Incorporation, only by all of the directors.

16.3 AMENDMENT AS TO OMISSIONS OR ERRORS. If there is an omission or error in a declaration of condominium, or in other documents required by law to establish the condominium, the

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association may correct the error or omission by an amendment to the declaration, or the other documents required to create a condominium, by vote of a majority of the voting interests. The amendment is effective when passed and approved and a certificate of the amendment is executed and recorded as provided in s. 719.104. This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of unit owners, unless the affected unit owners consent in writing. This subsection does not restrict the powers of the association to otherwise amend the declaration, or other documentation.

(a) No amendment shall alter a Unit Owner's percentage in the Common Elements, alter his proportionate share in the Common Expense or Common Surplus, change a Unit Owner's voting rights, or alter the basis for apportionment of assessment which may be levied by the Association against a Unit Owner without the written consent of the Unit Owner.

(b) No amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Mortgagee without the written consent of the Institutional Mortgagee affected.

(c) Until the last Unit in the Condominium is sold by the Developer, no amendment to this Declaration shall be made or shall be effective without the written approval of the Developer.

(d) Prior to the recordation in the Public Records of a deed from the Developer, the Developer without the joinder of any other person, may amend any of the provisions of this Declaration by filing an amendment in the Public Records.

16.4 EXECUTION AND RECORDING. Except as otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, executed by the officers of the Association, certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records.

17. REMEDIES.

17.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, for any other action available pursuant to the Condominium Act or law. Suit may be sought by Association, Developer, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees, including attorney's fees on appeal. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association, Developer, or other Unit Owner and that such injury may be irreparable. Upon request, an Institutional Mortgagee is entitled to written notification from the Association of any default by its mortgagor of any obligation under this Declaration or the By-Laws.

17.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Declaration or its exhibits, the Developer shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. Further,

In the event proceedings are instituted by or against the Developer for any reason whatsoever, including but not limited to (1) actions for declaratory judgment, (2) any claim that any of the above have not complied with their obligations under the offering Circular, this Declaration and its exhibits, or (3) that any provision of the same is unconscionable, unfair (for the like) or violates any state or Federal law or regulation, and if the Developer is the prevailing party then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceeding, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial, travel expenses for witnesses traveling from without St. Johns County for the purpose of testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony, witness expenses issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

17.3 NO WAIVER. The failure of the Developer to enforce any right, provision, covenant or condition created or granted by this Declaration shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

17.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to Association, the Developer or Unit Owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

17.5 VENUE; WAIVER OF TRIAL BY JURY. Every Unit Owner or Occupant and all persons claiming any interest in a Unit agree that in any suit or proceeding brought pursuant to this Declaration, such suit shall be brought in the Circuit Court of the 7th Judicial Circuit in and for St. Johns County, Florida, or the United States District Court, Middle District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties do further waive the right to trial by jury and consent to a trial by the court without a jury.

17.6 APPOINTMENT OF AGENT; PROVISIO. Should suit be instituted, the Unit Owners or Occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in St. Johns County, Florida.

18. MISCELLANEOUS RIGHTS OF DEVELOPER.

18.1 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Developer shall have the right to use and occupy any un sold Unit, the Common Elements and any of the limited Common Elements, the exclusive use of which have not been assigned, for the purpose of a Sales Office or for any other purpose.

19. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, at their place of residence in the Condominium. Notices to the Association shall be delivered or mailed to the Secretary of the Association, or in case of the Secretary's absence, then to the President of the Association.

Notices to the Developer shall be made to Developer at: 2121 N.W. 2nd Street, Gainesville, Florida 32609.

20. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the laws of the State of Florida. This construction shall govern in all matters, including matters of substantive and procedural law.

21. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neutral gender.

22. CAPTIONS. The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or provisions of this Declaration.

23. SEVERABILITY. If any term or provision of this Declaration, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

24. NOTICE OF ACTION. Upon written request to the Association, identifying their name and address and the unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation fees or any casualty loss which affects a material portion of the project or any unit estate on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders;

(e) Unless the formula for reallocation of interests in the common areas after a partial condemnation or partial destruction of a condominium project is fixed in advance by the con-

stituent documents or by applicable law, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of such a project may be effected without the prior approval of eligible holders holding mortgages on all remaining units whether existing in whole or in part, and which have at least 51 percent of the votes of such remaining units subject to eligible holder mortgages.

(f) An eligible mortgage holder who receives a written request to approve additions or amendments to the Declaration, the By-Laws or the Articles of Incorporation and who does not deliver or mail to the requesting party a negative response within 30 days shall be deemed to have approved such request.

25. CONDEMNATION.

25.1 DEPOSIT OF AWARDS WITH ASSOCIATION OR INSURANCE TRUSTEE. The taking of condominium property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. The awards shall be deposited with the Association or Insurance Trustee, even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association or Insurance Trustee and in the event of failure to do so, in the discretion of the Board of Directors of the Association a special assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

25.2 DETERMINATION WHETHER TO CONTINUE CONDOMINIUM. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

25.3 DISBURSEMENT OF FUNDS. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be the condominium property and shall be owned and distributed in the manner provided from insurance proceeds if the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the title of the condominium will be reduced, the owners of the condemned units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in a manner provided for disbursement of funds by the Association or Insurance Trustee after a casualty.

25.4 UNIT REDUCTION BUT TENANTABLE. If the taking reduces the size of the unit and the remaining portion of the unit can be made tenantable, the award for the taking of a portion of the unit shall be used for the following purposes in the order stated and the following charges shall be effected in the condominium:

(a) RESTORATION OF UNIT. The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.

(b) DISTRIBUTION OF SURPLUS. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remainder being made payable jointly to the owner and mortgagees.

(c) ADJUSTMENT OF SHARES IN COMMON EVENTS. If

the floor area of the unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

25.5 UNIT MADE UNRENTABLE. If the taking is of the entire unit or so reduces the size of a unit that it cannot be made tenable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(a) PAYMENT OF AWARD. The market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the realtance being made payable jointly to the owner and mortgagee.

(b) ADDITION TO COMMON ELEMENTS. The remaining portion of the unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the unit owners in the manner approved by the board of directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) ADJUSTMENT OF SHARES IN COMMON ELEMENTS. The shares in the Common Elements appurtenant to the units that continue as part of the condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these owners as they exist prior to the adjustment.

(d) ASSESSMENTS. If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to condition the remaining portion of the unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit Owners who will continue as owners of units after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after changes effected by the taking.

(e) ARBITRATION. If the market value of a unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagee of the unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrator shall be one appraiser each appointed by the Unit Owner, mortgagee of the unit, and the Association who shall base their determination upon an average of their appraisals of the unit; and an average of their appraisals of the unit; and a judgment of specific performance upon the decision rendered by the arbitrator may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the owners in the Common Elements as they exist prior to the changes effected by the taking.

25.6 TAKING OF COMMON ELEMENTS. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the board

of directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a unit, the distribution shall be paid jointly to the owner and mortgagee of the unit.

25.7 AMENDMENT OF DECLARATION. The changes in units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of the declaration of condominium that need be approved only by a majority of all directors of the Association.

26. MORTGAGE LENDER. Caribank is the construction lender and an institutional mortgagee with respect to this condominium. Caribank does not assume and is not responsible for any of the obligations and liabilities of the Developer, and none of the representations contained in any of the condominium documents shall be deemed to have been made by Caribank or impose any obligations on Caribank. All rights, benefits and privileges in favor of the Developer shall inure to the benefit of Caribank or a receiver or third party purchaser in the event of foreclosure, or a deed given in lieu of foreclosure, in the event Caribank shall ever succeed to the Developer's interest in the condominium.

IN WITNESS WHEREOF, the Developer has executed this Declaration on this 25th day of April, 1984.

Signed, Sealed and Delivered in the presence of:

[Signature] BEACHER'S LODGE, INC.
President
(C. Private Seal)

STATE OF FLORIDA) ss:
COUNTY OF ALACHUA)

BEFORE ME, the undersigned authority, personally appeared SAUL SILBER, to me well known to be the person described in and who executed the foregoing instrument as President of BEACHER'S LODGE, INC., a Florida corporation, and he severally acknowledged before me that he executed said instrument as such officer of said corporation and that the seal affixed thereto is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESSE my hand and seal at the State and County aforesaid, this 25th day of April, 1984.

Notary Public, State of Florida
My Commission Expires Nov. 13, 1989
Bonded Title Trust Insurance Inc.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, BEACHER'S LODGE, CONDOMINIUM ASSN., INC., a Florida Corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above-named Condominium Association, a Florida Corporation, has caused these presents to be signed in its name by its President, attested to by its Secretary, this 25th day of April, 1989.

Signed, Sealed and Delivered in the presence of:

BEACHER'S LODGE CONDOMINIUM ASSN., INC.

[Signature]

[Signature] President

ATTEST:

[Signature] (SEAL)
Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF ALACHUA) SS:

BEFORE ME, my undersigned authority, personally appeared *[Signature]* and *[Signature]* to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of BEACHER'S LODGE, CONDOMINIUM ASSN., INC., a Florida Corporation, and they severally acknowledged before me that they executed said instrument as such officers of said corporation, and that such instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, of the State and County aforesaid, this 25th day of April, 1989.

[Signature]
Notary Public, State of Florida
My Commission Expires Nov. 13, 1989
Recorded thru Troy Fair, Insurance Inc.

WHEREAS, CARIBANK, a banking association existing under the laws of the State of Florida ("Mortgagee"), is the owner and holder of that certain mortgage and security agreement (and the indebtedness secured thereby) given by BEACHER'S LODGE, INC., a Florida corporation, to Mortgagee, and described as:

Mortgage and Security Agreement dated March 29, 1985, and recorded April 1, 1985, in Official Records Book 670, at Page 95, of the Public Records of St. Johns County, Florida (the "Mortgage"); and

WHEREAS, the Mortgage encumbers all of the real property shown in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, Mortgagee does hereby consent to and join in the Declaration of Condominium of Beacher's Lodge Condominium.

Provided, however, that this Consent of Mortgagee shall not in any way impair, alter or diminish the effect, lien or encumbrance of the Mortgage, or any of the rights or remedies of Mortgagee, and is being executed by Mortgagee solely for the purpose of complying with Section 718.104(3), Florida Statutes.

IN WITNESS WHEREOF, the undersigned Mortgagee has caused this Consent of Mortgagee to be executed and its seal to be affixed, this 28 day of April, 1986.

CARIBANK, a banking association existing under the laws of the State of Florida

Carol A. Vithori
Vithori Samms

By: Marga E. Doerr
Marga E. Doerr, Vice
President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 28th day of April, 1986, by Marga E. Doerr, as Vice President of CARIBANK, a banking association existing under the laws of the State of Florida.

Grace Lippert
Notary Public,
State of Florida at Large

My Commission Expires:

(Affix Notarial Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 16, 1989
BONDED THRU GENERAL INS. UND.

249810011/37775:64
04/04/86

EXHIBIT 2 TO
DECLARATION OF CONDOMINIUM
SECHER'S LOOSE CONDOMINIUM
FRACTION FOR EACH UNIT

The (fractional) share of ownership of the common elements and the share
of common expenses for each unit shall be one-one hundred forty-second (1/142).

EXHIBIT B



I certify that the attached is a true and correct copy of the Articles of Incorporation of BEACHER'S LODGE CONDOMINIUM ASSN., INC.,

a corporation organized under the Laws of the State of Florida, filed on April 7, 1986.

The document number of this corporation is N14195.



Given under my hand and the Great Seal of the State of Florida, at Tallahassee, this 7th day of April, 1986.

George J. Jirassakuldech
Secretary of State

CR2E040(4-84)

ARTICLES OF INCORPORATION

OF

BEACHER'S LODGE CONDOMINIUM ASSN., INC.

(A CORPORATION NOT FOR PROFIT)

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation of a corporation not for profit, the undersigned hereby associate into a corporation for the purpose and with the powers hereinafter mentioned, and to that end do, by these Articles of Incorporation, set forth:

I.

The name of this corporation shall be as indicated in the title of this instrument. This corporation shall hereinafter be referred to as the "Association".

II.

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", to operate BEACHER'S LODGE CONDOMINIUM (hereinafter referred to as the "Condominium"), at Crescent Beach, St. Johns County, Florida.

III.

The Association shall have the following powers:

1. The Association shall have the powers and privileges granted to corporations not for profit except where the same are in conflict with the Declaration of Condominium and Exhibits attached hereto.
2. The Association shall have all the powers reasonably necessary to implement and effectuate the purposes of the Association, except as limited herein, as specified in the Declaration of Condominium and F.S. 718.11 including, but not limited to:
 - (a) To make and establish rules and Regulations governing the use of the Condominium Property.
 - (b) To levy and collect assessments against members of the Association to defray the expenses of the Condominium as provided for in the Declaration of Condominium and Exhibits attached hereto, and to use the proceeds of assessments and charges in the exercise of its powers and duties.
 - (c) To maintain, improve, repair, reconstruct, replace, operate and manage the Condominium property.
 - (d) To contract for the management of the Condominium and to delegate in such contract all or any part of the powers and duties of the Association.
 - (e) To enforce the provisions of said Declaration of Condominium, and Exhibits attached thereto and the Rules and Regulations governing the use of said Condominium.
 - (f) To exercise, undertake and accomplish all the rights, duties and obligations which may be granted to, or imposed upon the Association.
 - (g) As provided in the Declaration of Condominium, to acquire and enter into agreements whereby the Association

EXHIBIT "C"

acquires leasehold, membership and other passersory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit of the members.

(n) To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as unit owners.

(i) To reconstruct and repair improvements after casualty and to construct additional improvements to the Condominium property.

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

The provisions of the Declaration of Condominium and exhibits attached thereto which provide for the conduct of the affairs of the Association and create, divide, limit and regulate the powers of the Association, directors, and members shall be deemed provisions hereof.

IV.

The qualifications of members, the manner of their admission, termination of such membership, and voting of members shall be as follows:

1. The owners of all units in the Condominium and the subscribers to this Certificate of Incorporation shall be members of the Association. No other persons or entities shall be entitled to membership. Membership of the subscribers shall terminate upon the Developer being divested of all units in the Condominium and control of the Association is turned over to the members.

2. Subject to the provisions of the Declaration of Condominium and the By-Laws of this Association, membership shall be established by the acquisition of fee title to a unit in the Condominium. The membership of any party shall be automatically terminated upon being divested of title to all units owned by such member of the Condominium.

3. On all matters on which the membership shall be entitled to vote, each member shall have one vote for each unit in the Condominium owned by such member. Such vote may be exercised or cast by the owner or owners of each unit in such manner as is provided for the Declaration, or in the By-Laws adopted by the Association.

4. Until such time as the Condominium property which this Association is intended to operate is submitted to Condominium ownership by the recordation of the Declaration of Condominium the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V.

The Association shall have perpetual existence.

VI.

The principal office of the Association shall be located on the Condominium property, Crescent Beach, Florida. The registered office of the Association shall be located at 2121 N.W. 2nd Street, Gainesville, Florida and the registered agent at such address shall be SAUL SILBER.

VII.

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The affairs of the Association will be managed by a Board of Directors initially consisting of three (3) directors who need not be members of the Association.

At such time as the members are entitled to elect all directors as set forth in F.S. 718.301, and subject to the provisions of the By-Laws, the Board of Directors shall consist of five (5) members, each of whom shall be a unit owner.

Directors of the Association shall be elected at the annual meeting in the manner provided in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws.

The Directors named in these Articles shall serve pursuant to the By-Laws and the Condominium Act and any vacancies in their number occurring shall be filled as the By-Laws provide.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

SAUL SILBER	2121 N.W. 2nd Street Gainesville, FL 32601
O.G. FEASTER, JR.	2121 N.W. 2nd Street Gainesville, FL 32601
D.G. FEASTER	2121 N.W. 2nd Street Gainesville, FL 32601

VIII.

Subject to the provisions of the By-Laws, the officers of the Association shall be elected by the Board of Directors at their first meeting following the members annual meeting. Officers shall serve at the pleasure of the Board. The names of the officers who shall serve until their successors are elected are as follows:

President:	SAUL SILBER
Vice-President:	O.G. FEASTER, JR.
Secretary & Treasurer:	D.G. FEASTER

IX.

The subscribers to these Articles of Incorporation shall be SAUL SILBER, O.G. FEASTER, JR. and D.G. FEASTER.

X.

The original By-Laws of the Association shall be adopted by a majority vote of the Directors of the Association. The By-Laws may be altered or rescinded by the Board of Directors and the members of the Association subject to the provisions thereof.

XI.

These Articles of Incorporation may be amended in the following manner:

1. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of members, which may be either the annual or a special meeting.

2. Within the time and in the manner provided in the By-

3

Law for the giving of notice of meetings of members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon, and the approval of eligible holders holding mortgages on units which have at least 51 percent of the votes of units subject to eligible holder mortgages. Such amendment shall be filed within ten (10) days from said approval with the Office of the Secretary of State of Florida.

4. A copy of each amendment shall be accepted and certified by the Secretary of State of Florida and recorded in the public records of St. Johns, County, Florida.

5. Amendments may also be made as otherwise provided by Florida law.

NOTWITHSTANDING the foregoing provisions of this Article, no amendment to these Articles of Incorporation may be adopted or become effective which makes any changes in the qualifications for membership nor in the voting rights or proprietary rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

XII.

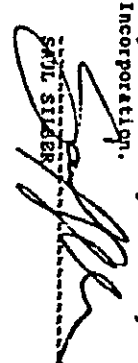
The share of any member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a unit. The funds and assets of the Association shall belong solely to the Association and are subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Condominium, and Exhibits attached hereto.

The Association does and shall indemnify its officers and directors as provided in the By-Laws.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 2nd day of April, 1986.


SAUL SILBER (SIL)

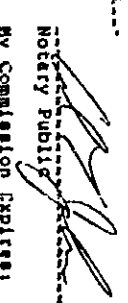
I HEREBY ACCEPT the designation as Registered Agent as set forth in these Articles of Incorporation.


SAUL SILBER

STATE OF FLORIDA
COUNTY OF ALACHUA

Before me, the undersigned authority, personally appeared SAUL SILBER after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 2nd day of April, 1986.

April 19, 1986


Notary Public
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Nov. 17, 1989
Signed this 19th day of April, 1986

BY-LAWS

OF

BEACHER'S LODGE CONDOMINIUM ASSN., INC.

A Corporation Not for Profit Under
the Laws of the State of Florida

ARTICLE 1. GENERAL PROVISIONS

1.1 **IDENTITY--PURPOSE.** These are the By-Laws of that certain Condominium Association, a Florida corporation not for profit (Association), whose name appears in the title of this document. This Association has been organized for the purpose of administering the affairs of the Condominium established pursuant to the Declaration thereof.

1.2 **BY-LAWS SUBJECT TO OTHER DOCUMENTS.** The provisions of these By-Laws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association and the Declaration of Condominium, which will be recorded in the Public Records of St. Johns County, Florida, at the time said property is submitted to Condominium ownership.

1.3 **APPLICABILITY.** All Unit owners, tenants and occupants, their agents, servants, invitees, licensees and employees who use the Condominium Property, or any part thereof are subject to these By-Laws.

1.4 **OFFICE.** The office of the Association shall be at the Condominium Property or such other place designated by the Board of Directors of the Association.

1.5 **SEAL.** The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit", and the year of Incorporation.

1.6 **DEFINITIONS.** All definitions set forth in the Declaration are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES

2.1 **QUALIFICATION OF MEMBERS.** The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles of Incorporation (Articles), and in these By-Laws.

2.2 **QUORUM.** Persons having one-third (1/3) of the total votes of the Association, as the same is constituted from time to time, shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date thereof, shall constitute the presence of such person for the purpose of determining a quorum.

2.3 **CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT.** The vote of the owners of a unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such unit, or the proper corporate officer, filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of

such owner shall not be considered in determining a quorum or for any other purpose.

2.4 **VOTING; PROXY.** Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. Where a unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "Voting member".

2.5 **VOTING.** In any meeting, each Unit Owner, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one vote. Each unit shall be entitled to one vote and the vote of such unit shall not be divisible.

2.6 **MAJORITY.** Except where otherwise required by the provisions of the Condominium Documents, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members. Where a greater percentage is required then that percentage shall be required to bind the members.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROXIES

3.1 **ANNUAL MEETING.** The annual members' meeting shall be held at least once each calendar year at the office of the Association, Gainesville, Florida, at the time designated on the notice thereof, for the purpose of electing directors and officers and transacting any other business authorized to be transacted by members.

3.2 **SPECIAL MEETING.** Special meetings shall be held when called by the President or Vice-President or by a majority of the Board of Directors. Special meetings must be called by such officers upon receipt of a written request from members of the Association having a majority of the votes in the Association. Special meetings concerning the recall of a member or members of the Board of Directors or concerning an annual assessment which exceeds 115 percent of the assessments for the preceding year must be called by such officers upon written application of 10 percent of the unit owners.

3.3 **NOTICE OF MEETING; WAIVER.** Notice of all members' meetings, regular or special, shall be given by the President, Vice-President, or Secretary of the Association, to each member, unless such notice is waived in writing. Such notice shall be written and shall state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than fourteen days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, first class, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Proof of such mailing shall be the Post Office certificate of mailing. Notice shall also be conspicuously posted on the condominium property.

3.4 **NOTICE TO ATTEND.** The Developer shall be entitled to notice of all Association meetings, entitled to attend the Association meetings, and they may designate such persons as they desire to attend such meetings on their behalf.

3.5 **BUDGETARY MEETINGS.** Notice of budgetary meetings shall be governed by provisions of F.S. 718.112.

3.6 ADJOURNED MEETINGS. If any meeting cannot be convened because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present.

3.7 CONSENT. Whenever the vote of members at a meeting is required or permitted by these By-Laws, such meeting and vote may be dispensed with if 75% of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

3.8 CHAIRMAN. At meetings of membership, the President shall preside, or in the absence of the President, the Board of Directors shall select a chairman.

3.9 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting shall be:

- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes;
- d. Reports of Officers;
- e. Reports of Committees;
- f. Appointment by Chairman of Inspectors of Election;
- g. Election of Directors; Subject, however, to all provisions of these By-Laws, the Articles of Incorporation and the Declaration;
- h. Unfinished business;
- i. New business;
- j. Adjournment.

3.10 FIRST MEETINGS. The first Meeting of the Association shall be held pursuant to the provisions of P.S. 718.301.

ARTICLE 4. BOARD OF DIRECTORS

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of initially three persons and thereafter governed by the provisions of Paragraph 4.3 hereof.

4.2 FIRST BOARD. The first Board shall consist of three persons, none of whom need be members of the Association. The first Board shall consist of persons designated by the Developer and they shall serve until their successors are elected pursuant to P.S. 718.301 and the provisions of this instrument.

4.3 UNTIL SUCH TIME AS THE MEMBERS OF THE ASSOCIATION SHALL BE ENTITLED TO ELECT ALL OF THE DIRECTORS, THE Developer shall have the absolute right, at any time, in its sole discretion, to remove any non-association elected member or members of the Board and replace any such person or persons with another person or other persons to serve on said Board. Notice of such action shall be given to the Association.

4.4 THE FIRST BOARD OF DIRECTORS OF THE ASSOCIATION shall consist of the following persons:

SAUL SILBER, JESS SEXTON, and D.G. REASTER

The members of the first board shall serve until such time as the Unit Owners other than Developer own fifteen percent (15%) or more of the units that will ultimately be operated by the Association at which time Unit Owners other than Developer shall elect one director. The Developer shall signate what

director is to be replaced at the time of election of a director by the Unit Owners. At such time as Unit Owners are entitled to elect not less than a majority of directors, the number of directors shall, if the unit owners desire to elect additional directors, increase to five (three unit owners and two Developer elected directors). Until the election of all unit owner directors as set forth in paragraph 4.3 of the unit owners' directors shall be elected "at large". Upon election of the first unit owner, other than the developer, to the Board of Directors, the developer shall forward to the division the name and mailing address of the unit owner board member.

4.3 ELECTION OF DIRECTORS. Subject to the provisions of subparagraph 4.3(e), and further subject to the right of the member, hip to re-elect the initial three person board of directors or their successors, the election of Directors, other than the first Board, after there are no longer any developer elected representatives on the Board, shall be conducted in accordance with P.S. 718.301 in the following manner:

a. Each member of the board shall be a unit owner and there shall be five (5) directors.

b. A nominating committee of three (3) members shall be appointed by the then existing Board not less than thirty (30) days prior to the Annual Members' Meeting. The committee shall nominate five (5) people to serve as directors. Nominations may also be made from the floor.

c. The election shall be by secret ballot and each director shall be elected by a plurality of the votes cast. Each person voting shall be entitled to cast one vote for a nominee for each seat. There shall be no cumulative voting.

d. Except as to vacancies created by removal of directors by member, vacancies in the Board occurring between annual meetings of members shall be filled by the remaining directors.

Thereafter, the Board shall be considered as having been elected and controlled by the Association.

4.4 ORGANIZATIONAL MEETING. The organizational meeting of newly-elected Board shall be held within ten (10) days of its election at such time and at such place as shall be fixed by the directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

4.5 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meetings shall be open to all unit owners. Meetings shall be held at a location convenient to the Unit Owners.

4.6 SPECIAL MEETINGS. Special meetings of the Board may be called by the Chairman or President. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4.7 WAIVER. Any Director may waive notice of a meeting before or after a meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.4. NOTICE. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least 48 hours in advance, except in emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain the statement that assessments will be considered and the nature of any such assessments. The Developer shall be entitled to notice of all Board of Directors' meetings, shall be entitled to attend the Board meeting, and may designate such persons as it desires to attend such meetings on their behalf.

4.9. QUORUM. A quorum at the Director's meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-Laws or the Declaration. If any Director's meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (whenever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws, or the Declaration) the Directors who are present may adjourn the meeting, from time to time, until a quorum or the required percentage of attendance is greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.10. PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the Chairman. In the absence of the presiding officer, the Directors present shall designate one of their number to preside. The Chairman of the Board shall be elected at the Board's organizational meeting and shall serve for one year.

4.11. RESIGNATION. A Director may resign by giving written notice thereof to the Chairman. A Director shall be deemed to have resigned upon his termination of membership in the Association (except First Board) or upon his default for thirty (30) days of any of the provisions or covenants of the Declaration and Exhibits attached thereto.

4.12. POWERS AND DUTIES. All of the powers and duties of the Association may be exercised by the Board in the Board's sole discretion provided, however, that in case of any action by the Board (after the First Board), which would have a substantial and material effect (for example, cancellation of Management Agreements, institution of material litigation, etc.) on the Unit Owners, the same shall require majority approval of the Unit Owners. Such powers shall include without limiting the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' units to defray the costs of the Condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association. To collect and make payments pursuant to agreements entered into by the Association.

b. To adopt the budget of the Association, upon majority vote of the directors, provided, however, that the adoption of the budget at a Special Meeting, called pursuant to such statute, by the Unit Owners, if required, shall only require a simple majority vote. It is understood, however, that the failure of the Board or Unit Owners to adopt a budget shall not impair or affect the Unit Owners' obligations to pay their share of obligations of the Association or themselves, nor shall it affect the rights of their parties who are entitled to funds

therefor in view of the requirements set forth in F.S. 718.112(2)(h).

c. The maintenance, repair, replacement, operation, improvement, and management of the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members.

d. The reconstruction of improvements after casualty and the further improvement of the property, real and personal.

e. To make and amend rules and regulations and By-Laws governing the use of the property, real and personal, in the Condominium, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.

f. To acquire, operate, lease, manage and otherwise use and deal with property, real and personal including units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

g. To enter into and ratify a Lease Agreement to provide recreation areas and facilities for the use and enjoyment of some or all of the members of the Association who elect to be bound by the same.

h. To contract for the management of the Condominium property, said agreement not to exceed three years and to provide for termination by either party, without cause and without any fee, on thirty day notice or less and to delegate to such contractor such powers and duties of the Association as the Directors deem fit. To lease or concession such portions thereof and to ratify and confirm any existing lease of any part of the Condominium Property.

i. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Property.

j. To pay all taxes and assessments of any type which are liens against any part of the Condominium Property, other than Units, and the appurtenances thereto and assess the same against the members and their respective Units.

k. To carry insurance for the protection of the members and the Association against casualty and liability as required by the Declaration.

l. To pay all costs of power, water, sewer and other utility services rendered to the Condominium which is not the specific responsibility of the owners of the separate units.

m. To employ personnel, for reasonable compensation, to perform the services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.

n. To enter any unit during reasonable hours as may be necessary in accordance with the provisions of F.S. 718.111(5) and to effectuate the purposes of the Declaration and all Exhibits attached thereto, including these By-Laws, and to ensure the compliance with all the terms thereof. To that end, the Association shall retain a pass key to all units.

4.13 MANAGEMENT AGREEMENT. The foregoing powers may, in addition to others, be delegated to a Management Firm, provided, however, that said delegation in no way relieves the Association's officers and directors of the fiduciary obligations owed by them to Unit Owners under F.S. 718.111(1).

4.14 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the first Board including the first budget shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by a Board duly elected by the membership.

4.15 REMOVAL OF DIRECTORS. Except as otherwise provided, at such time after members of the Association are permitted to elect all except one of the Directors, they may remove any such director that said members have elected, without cause, pursuant to Florida Statutes Chapter 718.112, as amended, and a successor may immediately be elected to fill the vacancy thus created as elsewhere provided. Should membership fail to elect a successor, the Board may fill the vacancy.

4.16 WAIVER OF MEETING. The Directors may take any action which they might take at a meeting of Directors, without a meeting, provided, a record of such action is signed by each Director. Such record will be retained in the Association's Minute Book and shall constitute action of the Board.

4.17 PROVISIO. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify, or abridge the rights, privileges and immunities of the Developer as set forth in the Declaration the Articles, and these By-Laws, without the consent of those affected.

4.18 The Board is authorized to appoint executive committee or other committees as authorized by Florida law to exercise the authority of the Board.

4.19 Meeting of the Board may be held by means of a conference telephone or similar communications equipment in which all persons participating at the meeting can hear each other at the same time.

4.20 The Board is authorized to publish and distribute a list of the names of all owners and tenants, of their addresses and phone numbers, and their unit numbers.

ARTICLE 5. OFFICERS

5.1 GENERALLY. The officers of the Association shall be a President, one or more Vice-Presidents, a Treasurer, a Secretary and, if desired, one or more Assistant Secretaries, all of whom shall be elected by the Board of Directors. They may be removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. The officers shall be owners of units in the condominium.

5.2 PRESIDENT. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be elected from the membership of the Board.

5.3 VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.

5.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and serving of all notices to the members and directors, have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the non-financial records of the Association, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the Directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.

5.5 TREASURER. The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.

5.6 FIRST OFFICERS. The first officers of the Association who shall serve until election of their successors, shall be those persons so named in the Articles.

ARTICLE 6. FISCAL MANAGEMENT, ASSESSMENTS, LIENS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 MANNER AND NOTIFICATION. The Board of Directors shall, as required by F.S. 718, fix and determine the sums necessary to pay all the Common and limited Common Expenses of the Condominium, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these By-Laws. All payments required by the aforementioned instruments, except as specified to the contrary therein, are Common Expenses of this Condominium. The same shall be assessed against the Unit Owners as provided in the Declaration and all the exhibits attached thereto. Assessments for the first year (or pro rata portion thereof) of the operation of the Condominium Property shall be as set forth in a projected budget established by the Developer, subject, however, to the right to modify the same to adequately provide for the payment of such sums necessary to discharge the obligations of the Condominium.

6.2 PROPOSED BUDGET. A copy of the proposed annual budget shall be mailed to Unit Owners not less than fourteen (14) days prior to the meeting at which the budget will be considered together with a notice of the meeting. The proposed budget of common expenses shall, to the extent possible in a reasonable business context, be detailed and show the amount budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in F.S. 718.504(20).

6.3 DEPOSITORY, WITHDRAWALS. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the Association employ a Management Firm or Managing Agent, and should in the course of such employment said Management Firm or Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Management Firm or Managing Agent pertaining to the deposit and withdrawal of monies shall supercede the provisions hereof during the term of any such agreement. The provisions of the preceding sentence shall, where applicable, apply to the provisions of Paragraphs 6.2 and 6.4 hereto.

6.4 RECORDS. The Association shall maintain those records and make available written summaries thereof as required by F.S. 718.11(17) subject, however, to the provisions of the Declaration.

6.5 FIDELITY BONDS: PROVISIO. Fidelity bonds may be obtained for all officers or directors of the Association who control or disburse Association's funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

6.6 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of October of each year; provided, however, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable.

6.7 PAYMENTS OF ASSESSMENTS. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentage provided in the Declaration. Said assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. Failure to pay an assessment within ten (10) days from the date due, shall entitle the Association to levy a \$25.00 late charge against the defaulting Unit Owner. Unit Owner agrees that such late charge is not in the nature of a penalty as damages on account of late payments are impossible to ascertain. Failure to pay an assessment within ten (10) days from the date due shall constitute a default. The first assessment shall be due on the first day of the fourth month following the conveyance of the first unit of this condominium.

6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit Owner shall default in the payment of any assessment, the Board may accelerate the monthly assessments for, in its discretion, up to three (3) months. Upon notice thereof to the Unit Owner, the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.

6.9 ACQUISITION OF UNITS. At any foreclosure sale of a Unit the Board may acquire, in the name of the Association or its designee, the Unit being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power to acquire a Unit at any foreclosure sale shall never be interpreted

as a requirement of obligation on the part of the Association to do so - the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Board.

6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT: LIEN. In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the Unit Owner shall include liability for reasonable attorneys' fees and for court costs incurred by the Association incident to the collection of such assessments or enforcement of its lien, including attorney's fees and court costs on any appeal. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit pending litigation, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE 7. COMPLIANCE

7.1 VIOLATION BY MEMBERS, REMEDIES. In the event of a violation (other than the non-payment of an assessment) by the Unit Owner of any of the provisions of the Condominium Documents or Rules and Regulations adopted pursuant to any of same, the Board shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association for all costs and losses including reasonable attorneys' fees and costs incurred in maintaining such action and any appeal therefrom. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by a Unit Owner and sent to the Board, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation, in the manner provided by the Condominium Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the costs thereof shall be charged to the Unit Owner as a specific item and shall be a lien against said Unit. The same force and effect as if the charge was a part of the Common Expenses attributable to said Unit. In the event of a default making the notice period impractical, the Board may take such action, including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments as it deems advisable.

7.2 LIABILITY OF UNIT OWNERS. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guest, employee, 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 insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said Unit Owner as a specific item and shall be a lien against said

Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to said Unit.

7.3 GENERAL LIABILITY. Liability of Unit Owners shall be governed, in addition to the provisions hereof, by F.S. 718.119.

7.4 SURVIVING LIABILITY. Termination of membership in the Association shall not relieve any Unit Owner from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

7.5 EXCESS LIABILITY. The Association shall give notice to the Unit Owners of excess liability as provided in F.S. 718.119(3).

ARTICLE 8. LIMITATION OF LIABILITY. Notwithstanding the duty of the Association to maintain and repair the Condominium Property, it shall not be liable for injury or damage caused by a latent condition in the property or for injury or damage caused by the elements or by other persons.

ARTICLE 9. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, By-Laws, or with the Statutes of the State of Florida.

ARTICLE 10. AMENDMENTS TO BY-LAWS. Amendments to these By-Laws, as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these By-Laws may be proposed by the Board acting upon vote of the majority of the Directors or by members or the Association having a majority of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Upon any amendment or amendments to these By-Laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or Chairman of the Board, who shall thereupon call a Special Joint Meeting of the Board and the membership for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the manner as notice of the call of a Special Meeting of the members is required as herein set forth. Notice shall also be posted at a conspicuous location on the Condominium Property.

10.3 VOTE NECESSARY, RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of 66 2/3 of the entire membership of the Board and by an affirmative vote of the members having 75% of the votes in the Association and the approval of eligible holders adding mortgages on units which have at least 50 percent of the votes of units subject to eligible holder mortgages. Thereupon, such amendment or amendments to these By-Laws shall be transmitted, certified by the President or a Vice-President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Alameda County, Florida, within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors of the Association.

ARTICLE 11. BY-LAWS PERTAINING TO USE AND DECORUM.

11.1 DEFINITION. "Use" and "Decorum" as used herein shall refer to matter pertaining to dress, decorum, noise, use of Units, use of Common Elements and limited Common Elements as are set forth in Article 12 hereof.

11.2 SCOPE; REMEDY FOR VIOLATION. These By-Laws are reasonably calculated to promote the welfare of the Unit Owners. The violation of such By-Laws may bar any Unit Owner or his family and invitees from the use of the Common Elements, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Condominium Documents.

11.3 RULES AND REGULATIONS. The Board of Directors may from time to time promulgate additional Rules and Regulations concerning the use of the Condominium Property. Said Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property and shall have the dignity of By-Law but, unless said rule conflicts with the provisions hereof, it shall not require an amendment to be effective.

ARTICLE 12. INITIAL RULES AND REGULATIONS. The By-Laws relating to use and decorum hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. The Unit Owners shall, at all times, obey the same and use their best efforts to see that the By-Laws and Rules and Regulations are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said By-Laws are as follows:

a. The sidewalks, entrances, passages, elevators (if applicable), vestibules, stairways, corridors, halls and all other Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises. No carriages, wheelchairs, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature shall be stored therein. Children shall not play or loiter in halls, stairways, elevators, or other Common Elements.

b. The personal property of all Unit Owners shall be stored within their Condominium Units or the specific limited Common Elements assigned to them for storage purposes, provided, however, that no Unit Owner may store any personal property on, or make any use of, his Unit which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other Unit Owners.

c. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, on the balconies, or on the staircase landing, nor shall any lines, cloths, clothing, curtains, rugs, mats or laundry of any kind, or any other articles, be shaken or hung from any of the windows, doors or balconies, or exposed to or on any part of the Common Elements or porches within any Unit. Fire exits shall not be obstructed in any manner and the Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material.

d. No Unit Owner shall allow anything whatsoever to fall from the window, balcony 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 or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.

e. Refuse and garbage shall be deposited only in the area provided therefor.

f. Employees of the Association shall not be sent out of the building by any Unit Owner except in the Unit Owner's capacity as an officer or director, at any time, for any purpose. No Unit Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association.

g. Servants and domestic help of the Unit Owners may not gather or lounge in the public areas of the building or grounds.

h. The parking facilities shall be used in accordance with the regulations adopted by the Board. No vehicle which cannot operate on its own power shall remain on the Condominium premises for more than twelve (12) hours, and no rental, except emergency repair, of vehicles shall be made on the Condominium property. Bicycles shall be parked in the areas, if any, provided for that purpose.

i. No Unit Owner shall make or permit any disturbing noises in the building by any person, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his unit, in such a manner as to disturb or annoy other occupants of the Condominium.

j. No sign, advertisement, notice or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon the Condominium property or the common elements or any part of the Condominium Unit that is visible from outside the Unit.

k. No awning, enclosure, canopy, shutter, or like item, shall be attached to, or placed upon, the porch within any unit, outside walls or roof of the building except as provided in the Declaration.

l. The Association shall retain a pass key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock without the written consent of the Board. Where such consent is given the Unit Owner shall provide the Association with an additional key for use of Association pursuant to its right of access to the Unit.

m. No cooking shall be permitted on any porch or terrace or common element nor shall any goods or beverages be consumed outside of a Unit except in areas designated for that purpose by the Board.

n. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit except those required for normal household use.

o. No Unit may be used for any commercial or business purpose. No Unit Owner may actively engage in any solicitations for commercial purposes within the Condominium. No solicitor of a commercial nature shall be allowed on the Condominium property without the prior written consent of the Board.

p. No radio or television installation or modification or other wiring shall be accomplished by a Unit Owner. No antenna may be placed on the exterior of the Condominium property.

q. Complaints concerning the use of the Condominium property and/or service to the same shall be made in writing, signed by the complaining party and delivered to the

Board, who, if necessary, will forward the same to the appropriate party.

r. Until further notice, all payments of assessments, monthly or otherwise, shall be made at the office of the Association. Checks should be made payable to the Association. Payments shall be made on the first day of each month, without notice, and if more than ten (10) days late, they shall be subject to late charges as provided in the Declaration and By-Laws.

12.1 APPLICABILITY. The provisions of subparagraphs (b), (j), (i), and (o), hereof shall not be applicable to the Developer.

12.2 The following rules shall apply to the use of the swimming pool, clubhouse, and pets:

a. SWIMMING POOL RULES. The following rules and regulations are for the protection and benefit of all to assure safe and sanitary operation of the pool facilities. Your cooperation in abiding by these conditions will afford a pleasant relaxation and recreation for all concerned. Parents are requested to caution their children to observe all rules and regulations.

(1) All persons using the pool or pool area do so at their own risk and sole responsibility. The Condominium Association does not assume responsibility for any accident or injury in connection with such use. The condominium owners or residents covenant and agree with the Condominium Association and/or owners, for and in consideration of the use of the pool as an added facility and other good and valuable consideration, to make no claims against the Condominium Association and/or owners for or on account of any loss or damage of life, limb or property sustained, and further to indemnify and save harmless both the Condominium Association and/or owner from any claims arising out of injuries sustained by any guest while using the pool.

(2) Children under the age of 12 years of age must be accompanied by an adult for admission to the pool area. Thereafter, the adult must exercise supervision over the child for his or her safety and compliance with these rules and regulations.

(3) No running, pushing, wrestling or ball playing is allowed in the pool area. In addition, no play equipment, causing undue disturbance, may be used in or about the pool.

(4) All persons must shower before entering the pool.

(5) No pets are allowed in the pool or pool area.

(6) No wheeled vehicles are allowed in the pool area.

(7) No glass containers shall be allowed in the pool area.

(8) All refuse, such as cigarette butts, food wrappers, unconsumed food and/or paper plates and cups, must be placed in containers provided for such purposes or must be removed from the pool area.

(9) Greaseless type suntan lotion must be used instead of oil type.

(10) The Condominium Association will not be responsible for loss or damage to any personal property of any kind.

(11) The pool shall be open to all residents and their guests. It shall not be used for personal parties or get together to the exclusion of other residents.

(12) Pool hours are 8:00 a.m. to 11:00 p.m.

PET RULES.

(1) Every animal shall be under the direct control of the owner or other person in charge of the animal at all times that the animal is outside its owner's unit. "Under direct control" means on a leash, in the owner's arms or similarly restrained.

(2) No animal shall be permitted to litter, damage, deface, or destroy any common area or limited common area. The owner or person in charge of any animal shall immediately remove or clean up any refuse, debris, feces or other litter upon any common area or limited common area due to any act of said animal. The owner of the unit in which any animal is kept or in which the animal's owner resides shall be responsible for the costs of any repairs or cleaning necessitated by any actions of said animal and shall pay \$25.00 or the actual expense, whichever is greater, for each incident of repair or cleaning. Said charges shall be levied by the Board of Directors as a Special Assessment against the unit in which the owner of said animal owns, in which its owner resides or in which the animal is kept. Said Special Assessment shall have the same force and effect as any other Special Assessment as provided for in Article 6 of the By-Laws of the Association. Upon a default in payment of any such Special Assessment, the Association shall obtain a lien on said unit pursuant to Article 6 of the By-Laws.

(3) No animal shall be chained, leashed or otherwise secured to any building or appurtenance thereto or to any common element including trees.

(4) No disturbing noise by any animal shall be permitted.

(5) It shall be the duty of every member of the Board to contact the local animal control officials and request the pickup of any animal which is loose or otherwise not under control, as specified in Rule #1 above, upon any common area. All unit owners and residents are requested to report any loose or uncontrolled animals to the local animal control officials.

ARTICLE 13. INDEMNIFICATION. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all

loss, costs and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE 14. UNIT OWNERS' RESPONSIBILITY CONCERNING LIENS AND TAXES.

14.1 LIENS AND TAXES. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within ten (10) days of the date of lien attaches. All taxes and special assessments upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in Condominium Documents, whichever is sooner.

14.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association and Management Firm of every lien upon his Unit, other than for permitted mortgages, within five (5) days after the attaching of the lien.

ARTICLE 15. CONTRACTS OR LEASES. Prior to the passage of control of the Association from the developer to the Unit Owners, the Association may not be bound, either directly or indirectly to any contract or lease, unless the Association may terminate such contract or lease, without cause and without penalty being imposed upon not more than thirty (30) days notice to the other party thereto.

ARTICLE 16. CONFLICT. In the event any conflict between the By-Laws contained herein, or from time to time amended or adopted, and the Declaration of Condominium, the Declaration shall prevail.

ARTICLE 17. ARBITRATION. Any internal disputes arising from the operation of the condominium among unit owners, the association, and their agents and assigns may be submitted to binding arbitration on provided all parties voluntarily agree to such arbitration. Such arbitration shall be pursuant to the arbitration procedures established by the State of Florida Bureau of Condominium.

The foregoing were adopted as the By-Laws of BEACHER'S LODGE CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit established under the laws of the State of Florida at the first meeting of the Board of Directors on the 23rd day of April, 19 76.

ATTEST:
BEACHER'S LODGE CONDOMINIUM ASSOCIATION, INC.

Asst. Secretary (SEAL)
President (Corporate Seal)

OFF 703 PAGE 347
REC

Exhibit A



REF 703 PAGE 348

Beacher's

CONDON

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2 S.
RANGE 30 EAST, ST. JOHN'S COUNTY, FLORIDA, BEING

REF 703 PAGE 343

Lodge

MINIUM



REF 703 PAGE 350

Exhibit A

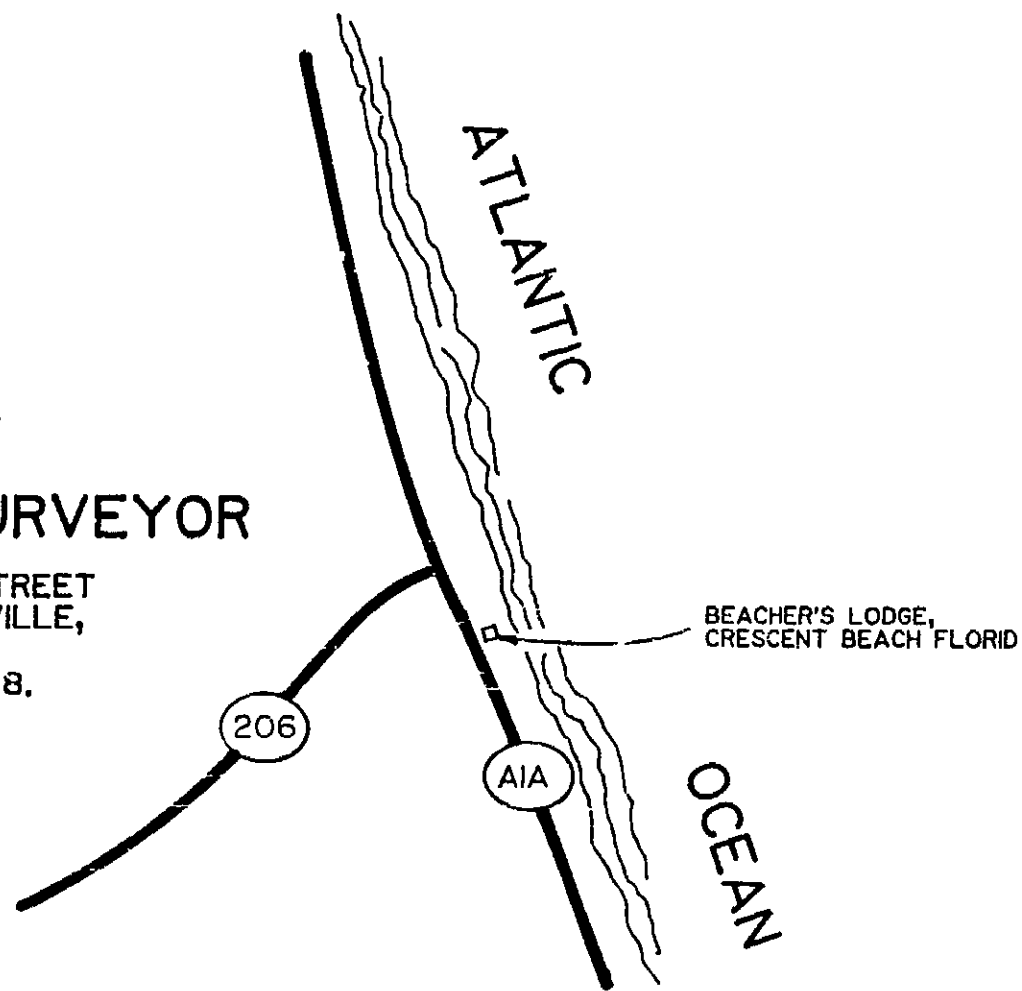
SHEET 1 OF 8

J.W. BROWN INC.

LAND SURVEYOR

507 N.W.
SUITE-D,
FLORIDA.
PHONE :

60th STREET
GAINESVILLE,
32605
376-3618.



LOCATION MAP

n.t.s.

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SURVEYOR'S NOTES :

- (1). ALL BUILDINGS ARE CONCRETE BLOCK AND STUCCO STRUCTURES.
- (2). EACH CONDOMINIUM UNIT SHALL HAVE AS ITS BOUNDARY, *THE BOUNDARYS STATED IN THE DECLARATION OF THE CONDOMINIUM.*
- (3). ALL LANDS AND ALL PORTIONS OF THE CONDOMINIUM BUILDING OR OTHER IMPROVEMENTS NOT LOCATED WITHIN THE BOUNDARIES OF A CONDOMINIUM UNIT ARE PARTS OF THE COMMON ELEMENTS.
- (4). COMMON ELEMENT MEANS THE PORTION OF THE CONDOMINIUM PROPERTY NOT LOCATED IN THE CONDOMINIUM UNIT BUT SHALL INCLUDE EASEMENTS THROUGH EACH UNIT FOR ELECTRICAL CONDUITS, PLUMBING, PIPES, DUCT, TELEPHONE LINES, AND OTHER FACILITIES FOR THE FURNISHING OF UTILITY SERVICES TO EACH UNIT AND COMMON AREAS.
- (5). ALL DIMENSIONS SHOWN IN THE INDIVIDUAL UNITS ARE TO THE INTERIOR OF UNFURNISHED SURFACES.
- (6). ELEVATION DATUM INFORMATION IS BASED ON U.S.C. & G.S. MEAN SEA LEVEL.
- (7). BEARINGS SHOWN HEREON ARE BASED ON A PREVIOUS SURVEY DONE BY R.M. SAPP, P.L.S. NO. 1326, DATED 2-27-1981.

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FOR A POINT OF REFERENCE, COMMENCE AT THE POINT OF INTER. NORTH LINE OF GRACY'S CRESCENT BEACH, UNIT NO. 1, ACCORDING PAGE 9, OF THE PUBLIC RECORDS OF ST. JOHN'S COUNTY, FLORIDA, RIGHT OF WAY OF STATE ROAD A1A AND RUN NORTH $16^{\circ}42'00''$ WEST, 24.43 FEET TO THE NORTHWEST CORNER OF, CONVEYED TO HOWATT AND THE POINT OF BEGINNING; THENCE SAID RIGHT OF WAY LINE, NORTH $16^{\circ}42'00''$ WEST, A DISTANCE OF TO A POINT; THENCE RUN NORTH $72^{\circ}43'00''$ EAST, A DISTANCE OF THENCE RUN NORTH $16^{\circ}42'00''$ WEST, A DISTANCE OF 108.00 FEET NORTH $72^{\circ}43'00''$ EAST, A DISTANCE OF 15.00 FEET; THENCE RUN WEST A DISTANCE OF 92.00 FEET TO AN INTERSECTION WITH THE WAILIMAN PARKER TRACT; THENCE RUN NORTH $72^{\circ}43'00''$ EAST, ALONG SOUTH LINE A DISTANCE OF 167.11 FEET TO AN INTERSECTION WITH LINE AS SHOWN ON A SURVEY BY J. W. BROWN, INC. LAND SURVEYOR 19, 1984; THENCE SOUTH $13^{\circ}42'22''$ EAST, ALONG SAID SETBACK LINE 450.86 FEET TO AN INTERSECTION WITH THE NORTH LINE OF TH TO HOWATT; THENCE RUN SOUTH $72^{\circ}43'00''$ WEST ALONG THE SAID DISTANCE OF 219.41 FEET TO THE POINT OF BEGINNING, LESS AND CONVEYED TO ST. JOHN'S COUNTY BY DEED RECORDED IN OFFICIAL 121, PAGE 116 AS SHOWN ON SURVEY DATED FEBRUARY, 1971 PREP N. JONES REGISTERED SURVEYOR NO. 894.

POINT OF INTERSECTION OF THE
ACCORDING TO MAP BOOK 6,
FLORIDA, WITH THE EAST
42°00" WEST ALONG SAID
CORNER OF THE PROPERTY
16; THENCE CONTINUE ALONG
DISTANCE OF 250.00 FEET
DISTANCE OF 69.00 FEET;
108.00 FEET; THENCE RUN
THENCE RUN NORTH 16°42'00"
16 WITH THE SOUTH LINE OF THE
160" EAST, ALONG SAID PARKER'S
TION WITH THE COASTAL SETBACK
SURVEYOR DATED NOVEMBER
SETBACK LINE A DISTANCE OF
LINE OF THE PROPERTY CONVEYED
16 THE SAID NORTH LINE A DIS-
16, LESS AND EXCEPT THAT PART
16 IN OFFICIAL RECORDS BOOK
16, 1971 PREPARED BY LOREN

REC 703 PAGE 353

SURVEYOR'S CERTIFICATE

THIS CERTIFICATE
UNDERSIGNED RE
STATE OF FLOR
(4) (E) OF THE F
THAT THE SURV
DESCRIPTIONS, A
SUFFICIENT TO I
RELATIVE LOCAT
IFICATION THAT
GRAPHIC DESCRIP
CONSTRUCTION C
TOGETHER WITH
CONDOMINIUM PRO
AND DIMENSIONS
LOCATION AND D
BE DETERMINED F

CERTIFICATE OF

I DO HEREBY CER
CORRECT REPRESENT
OF THE HEREON I
STANDARDS AS S
PURSUANT TO SE

SURVEYOR'S CERTIFICATION :

THIS CERTIFICATION MADE THIS 25TH DAY OF APRIL, 1986 BY THE UNDERSIGNED REGISTERED LAND SURVEYOR, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.104 (4) (E) OF THE FLORIDA STATUTES EFFECTIVE OCTOBER 1, 1979, AND CERTIFIES THAT THE SURVEY AND PLOT PLAN, DESCRIPTION, FLOOR PLANS, GRAPHIC DESCRIPTIONS, AND OTHER MATERIALS, TOGETHER WITH THE DECLARATION ARE SUFFICIENT TO IDENTIFY THE COMMON ELEMENTS AND EACH UNIT AND THEIR RELATIVE LOCATION AND APPROXIMATE DIMENSIONS, FURTHER, THIS IS A CERTIFICATION THAT THIS SURVEY AND PLOT PLAN, DESCRIPTION, FLOOR PLANS, GRAPHIC DESCRIPTIONS, AND OTHER MATERIAL, IN CONNECTION HERewith AND THE CONSTRUCTION OF THE IMPROVEMENTS IS COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

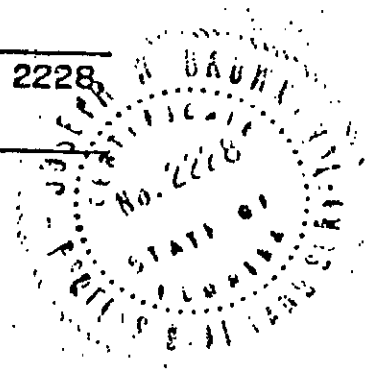
BY: Joseph W. Brown
REG. LAND SURVEYOR, FLA. CERT. NO. 2228.
DATE: APRIL 25TH 1986

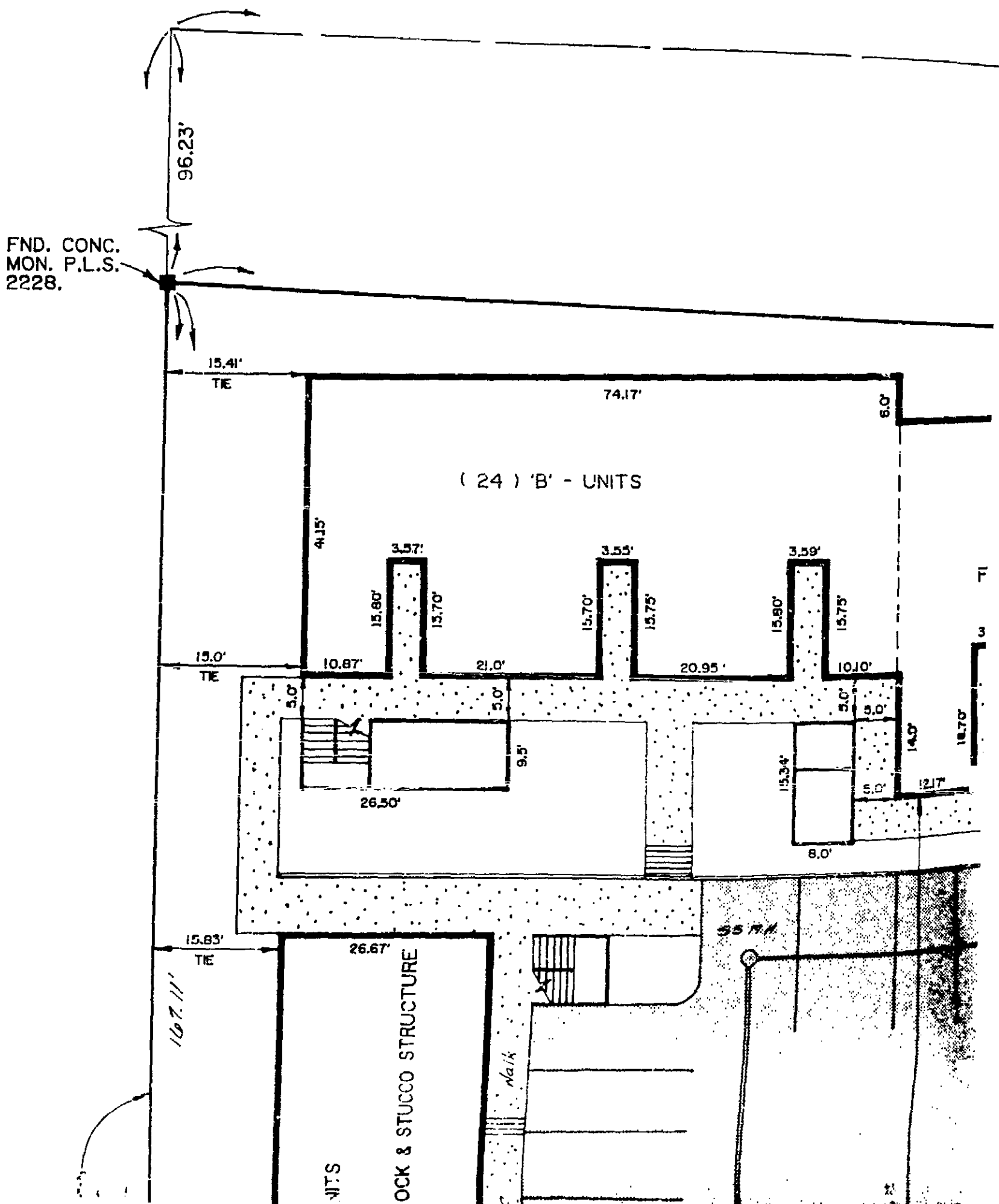
OFF REC 703 PAGE 354

CERTIFICATE OF SURVEYOR :

DO HEREBY CERTIFY THAT THE SURVEY DATA SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION OF THE HEREON DESCRIBED PROPERTY AND IT MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND RULE 21HH - 6 F.A.C.

BY: Joseph W. Brown
REG. LAND SURVEYOR, FLA. CERT. NO. 2228.
DATE: APRIL 25TH 1986



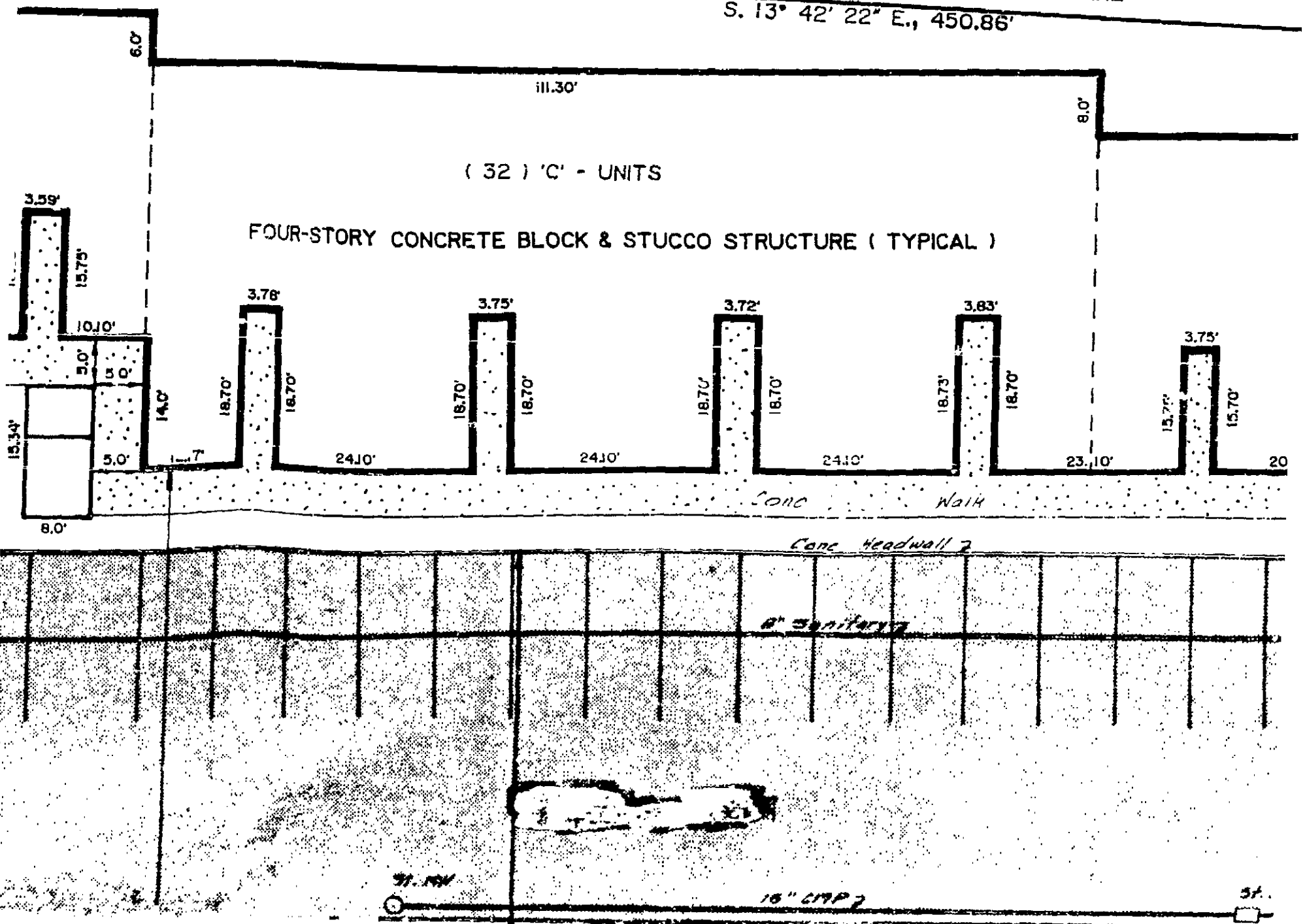



REC 703 PAGE 356

SAND BEACH

HIGH WATER MARK PER SURVEY DATED
NOV., 1971 BY L.N. JONES P.L.S. NO. 894.

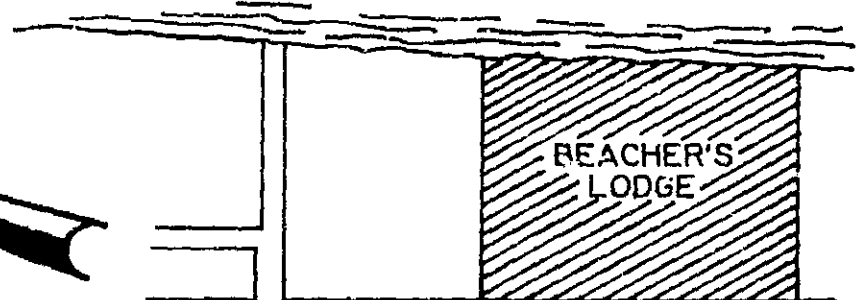
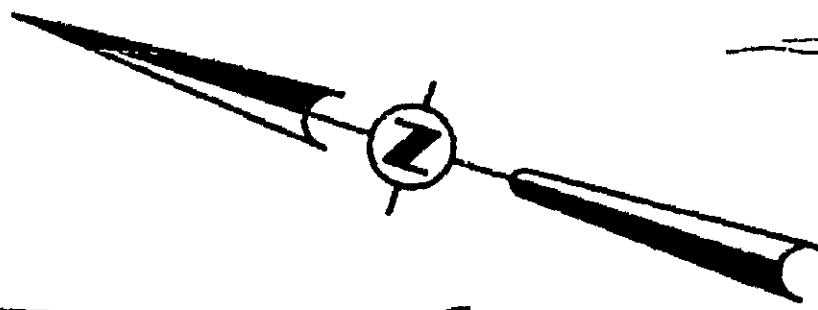
COASTAL CONSTRUCTION SETBACK LINE
S. 13° 42' 22" E., 450.86'





REC 703 PAGE 358

SHEET 2 OF 8



LOCATION MAP

n.i.s.

99.49'

SET CONC. MON.
P.L.S. 2228.

60.17'

SWIMMING
POOL

23.0'

62.15'

TE

12.10'

13.17'

TIE

74.00'

7 1/2" UNITS & (1) MODIFIED 'A' UNIT

CONCRETE BLOCK & STUCCO STRUCTURE

49.50'

3.67'

15.70'

15.70'

3.77'

15.65'

15.65'

20.82'

20.75'

10.10'

7.85'

10.20'

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FND. CONC. MON.
NO I.D.

WAINMAN PARKER'S SOUTH LANE

N. 72° 43' 00" E., ± 350'

253.77'

15.0'
TIE

N 16° 42' 00" W,

92.00'

82.0'

(10)' 'A' -

TWO-STORY CONCRETE B

63.0'

20.35'

19.0'

47.0'

90.15'

90.00'
TIE

SS. MH

N 72° 43' 00" E,
12.00'

OUT MR

REC 703 PAGE 360

109.00' TE

ASPHALT

N 16° 42' 00" N,

108.00'

CUT PARCEL

ST. IN

St Inlet

100.00' S. 00° 00' 00" N,

N. 16° 42' 00" W., 450.00'

— EAST RIGHT-OF-WAY OF STATE ROAD AIA. —

STATE ROAD

100.00' R/W

OFF REC 703 PAGE 361

PARKING

168.00' TE

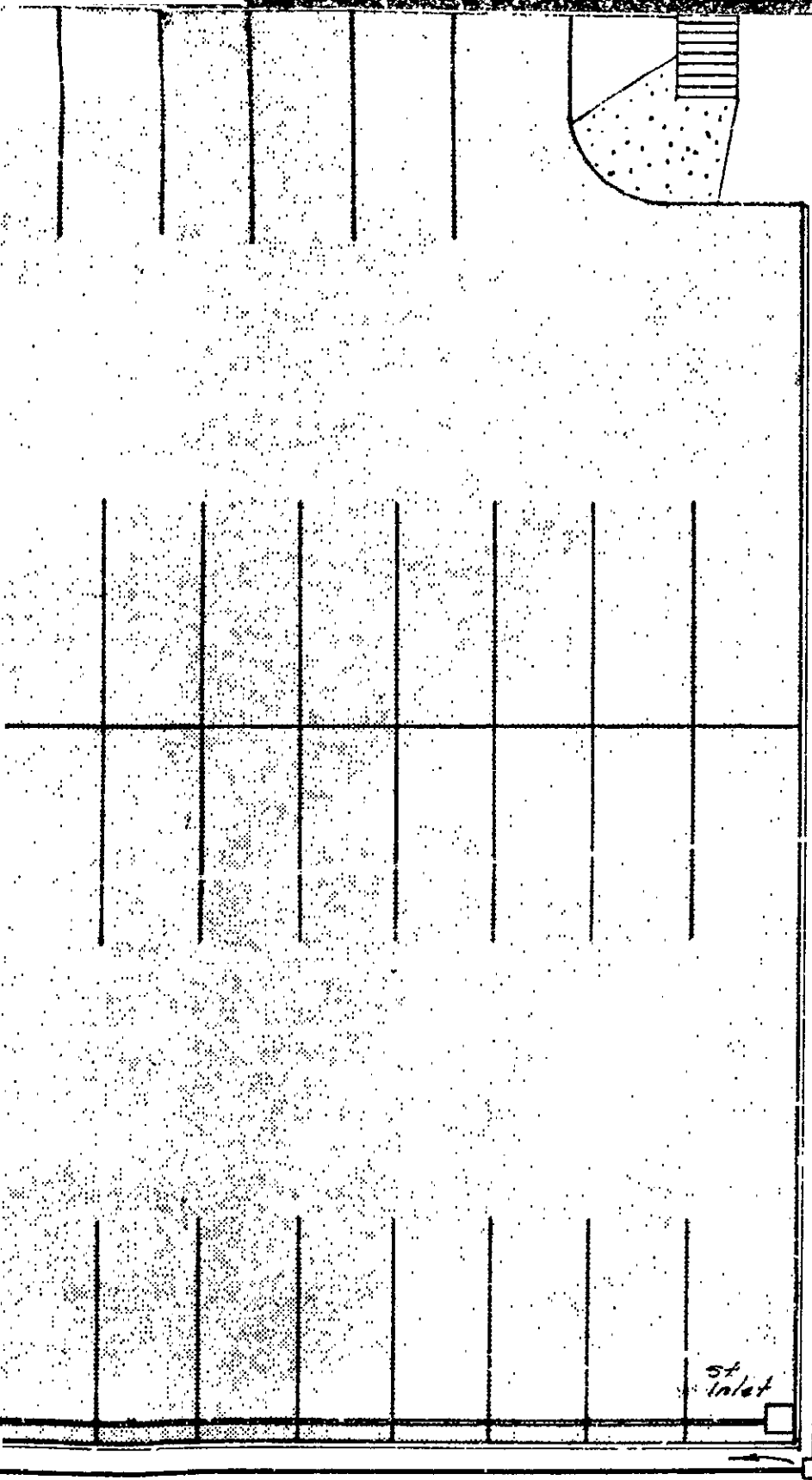
143.00' TE

15' CMP 2

57' M.H.

250.00'

AD - AIA

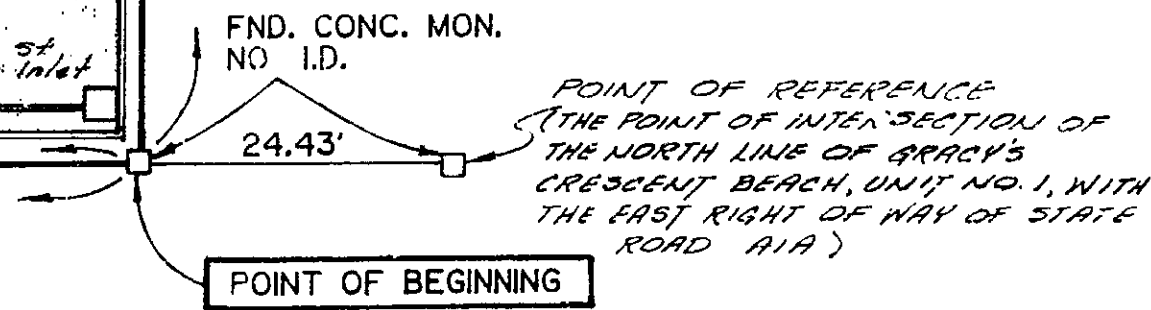


OFF REC 703 PAGE 362

LEGEND :

- = DENOTES FOUND CONCRETE MONUMENT.
- = DENOTES SET CONCRETE MONUMENT.

NOTE: BEARINGS SHOWN HEREON ARE BASED ON A PREVIOUS SURVEY DONE BY R.M. SAPP, P.L.S. NO. 1326, DATED: 2-27-1981.



J.W. BROWN INC., LAND SURVEYOR
507 N.W. 60th STREET, SUITE - D
GAINESVILLE, FLORIDA 32605 PH: 376-3618.

SCALE: 1/16" = 1'-0"

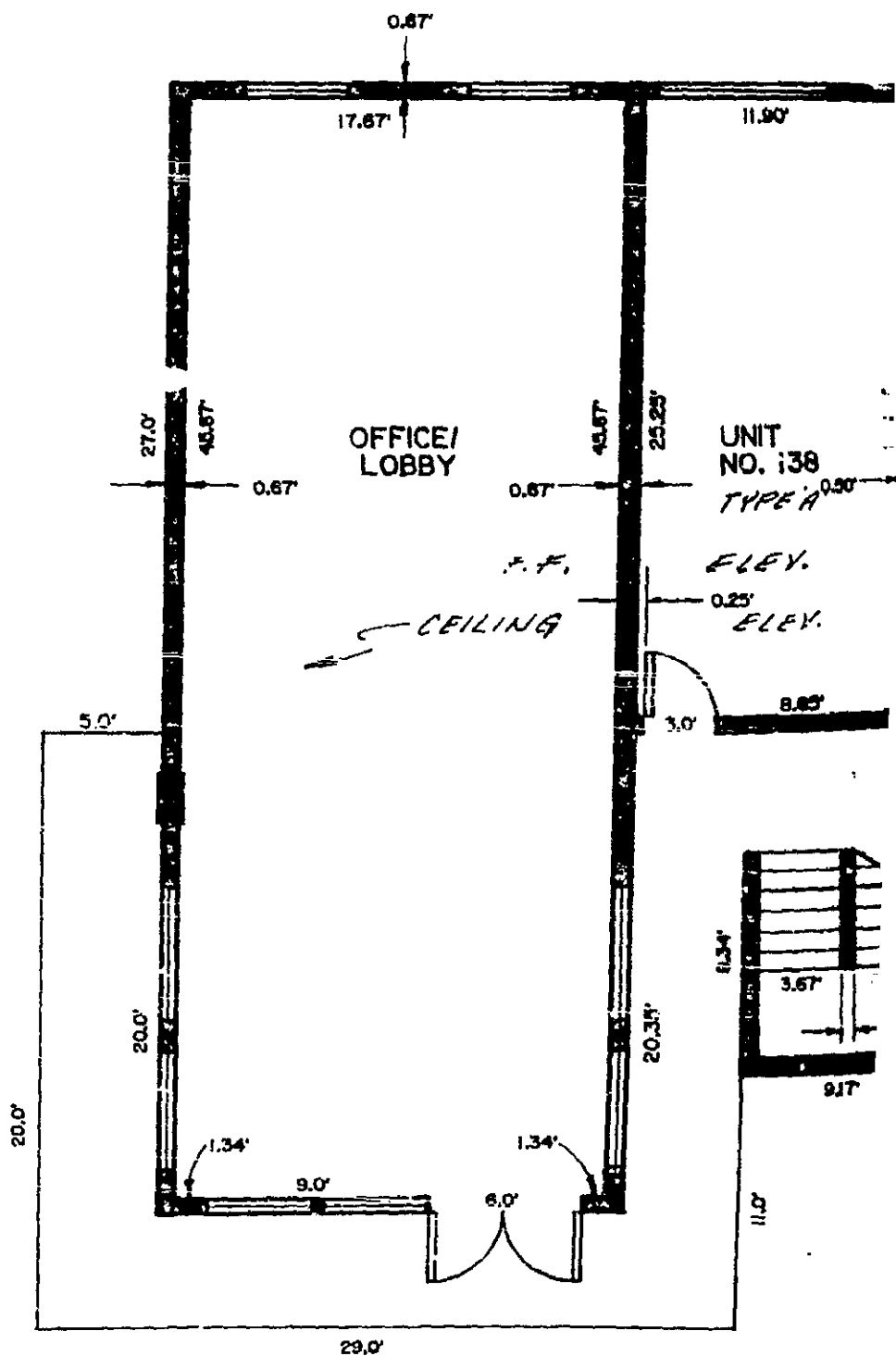
DATE: 4-1-1986

DRAWN BY:
D. JOHNSTON

PREPARED FOR: BEACHERS LODGE INC.

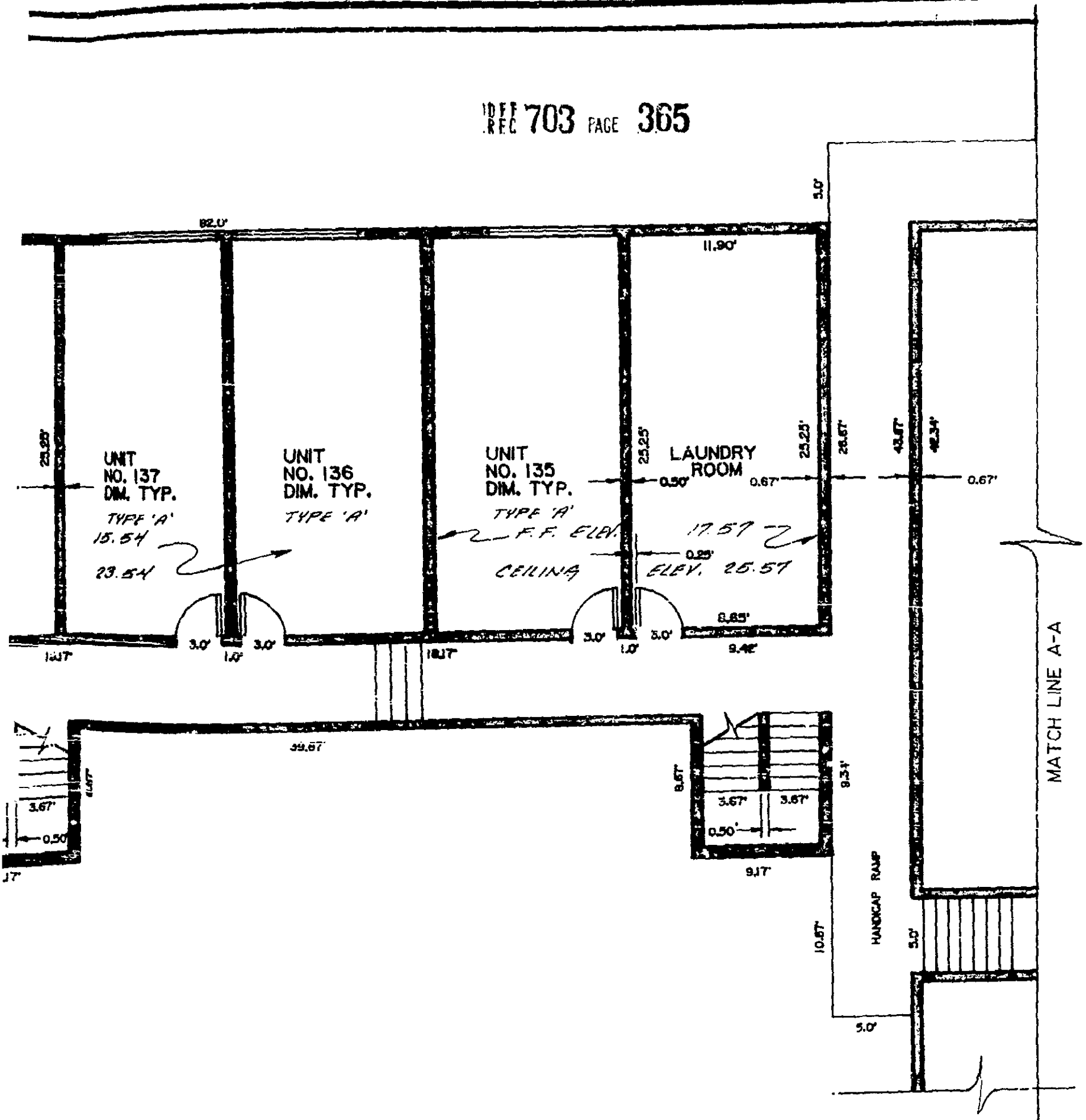
3499-85

REC 703 PAGE 363



FIRST FLOOR PLA

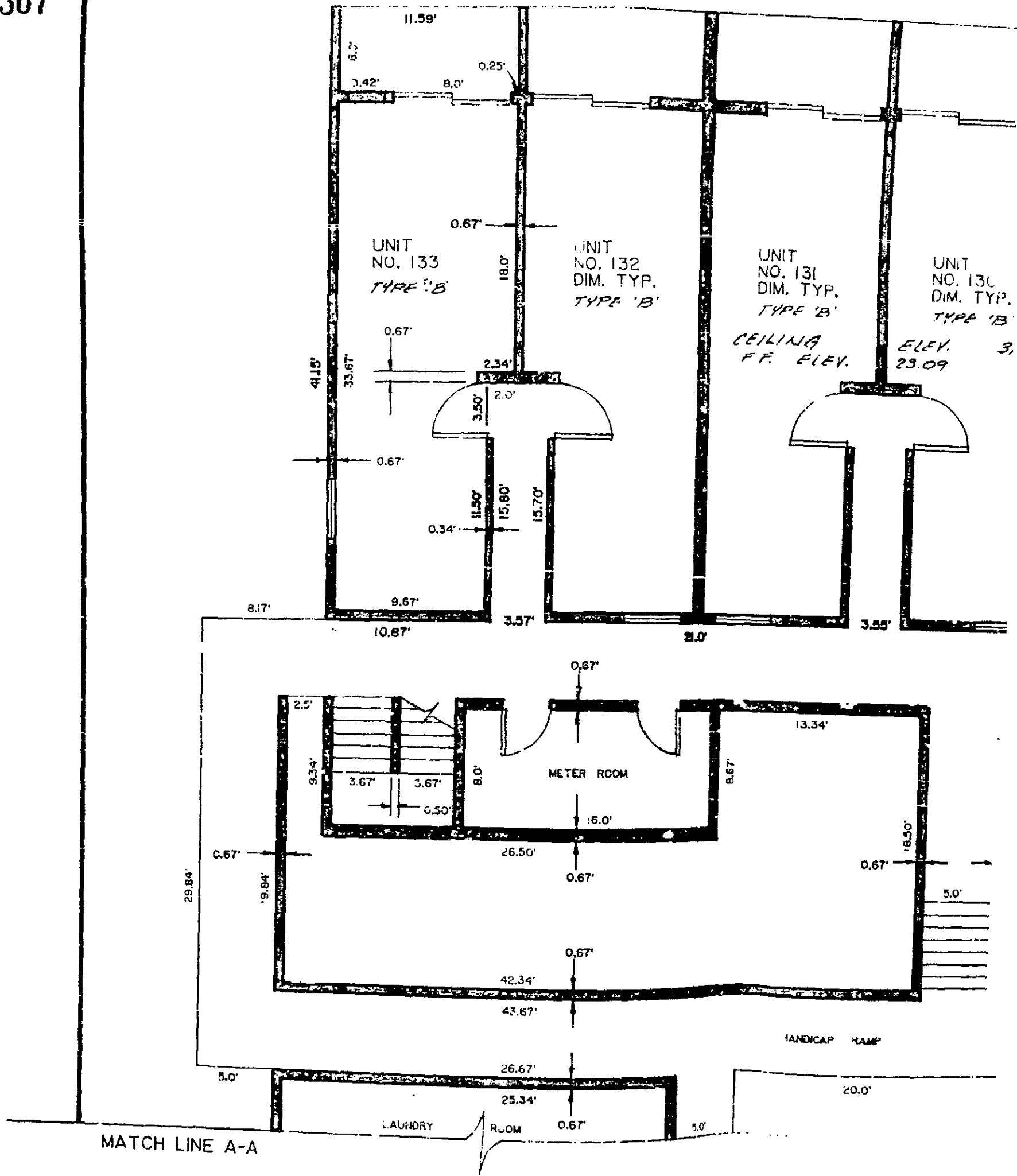
CONTINUOUS HEAD WALL

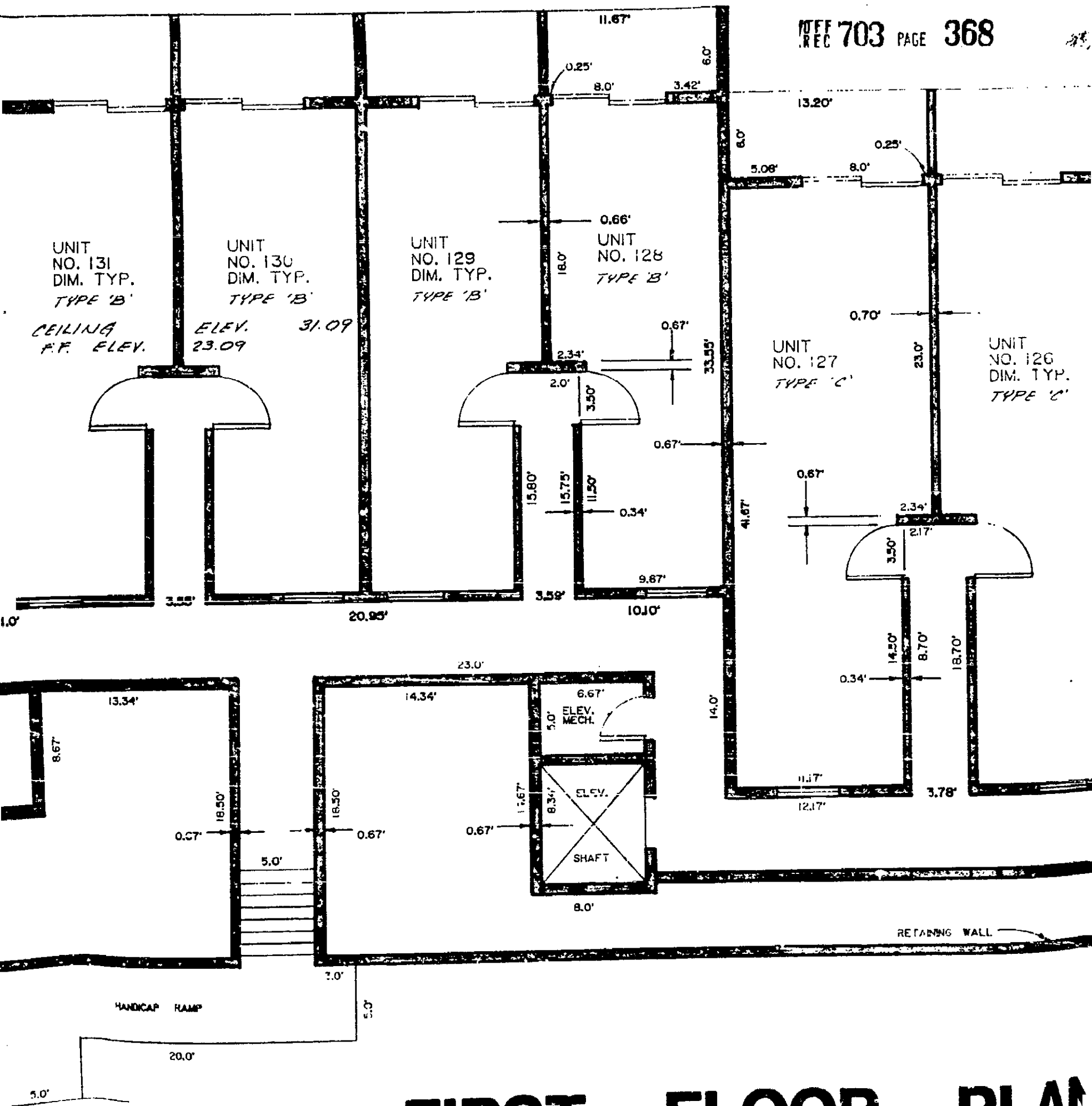


AN (TYPICAL UNIT - A)

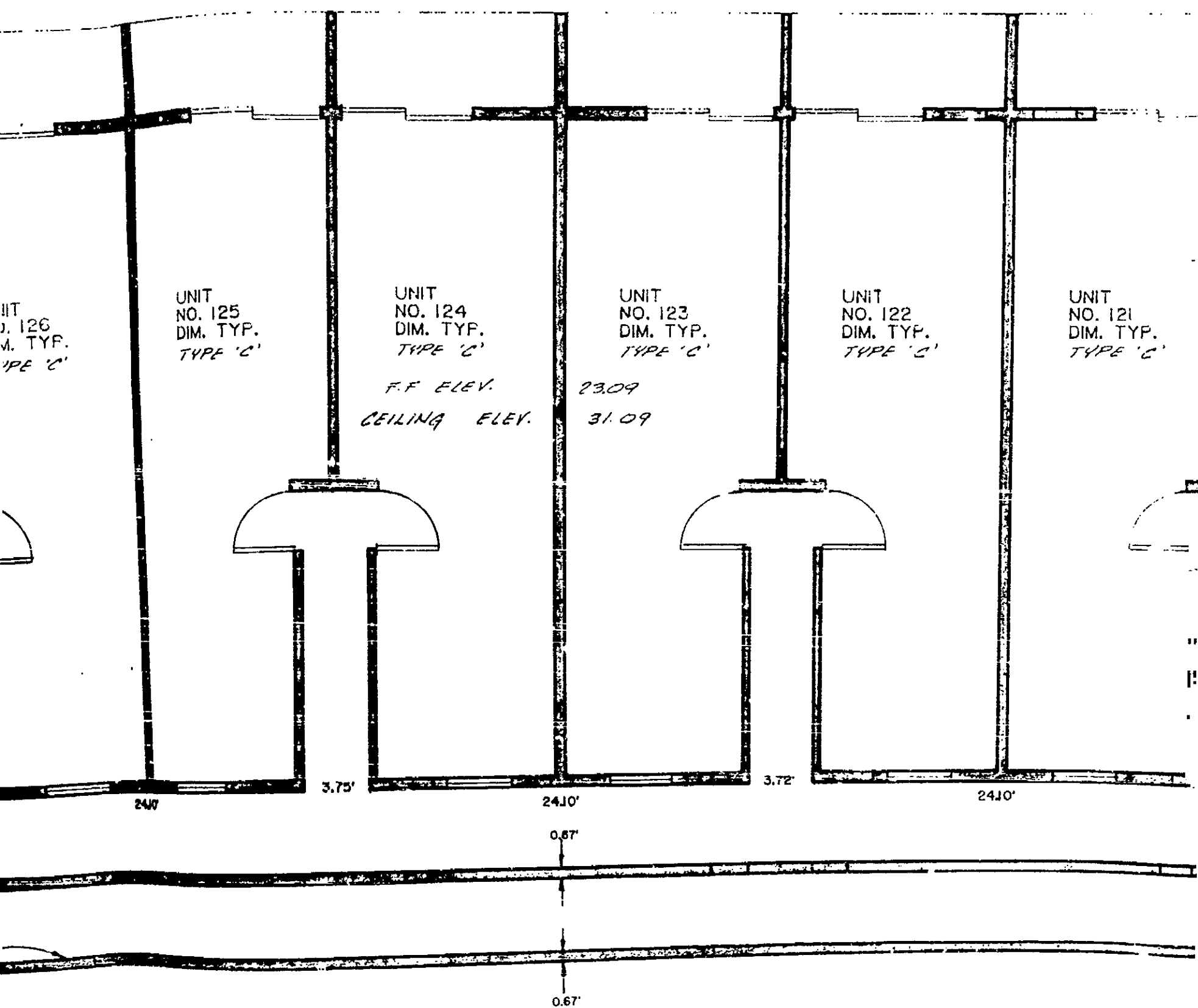
DEF 703 PAGE 366
REC

SHEET 3 OF 8



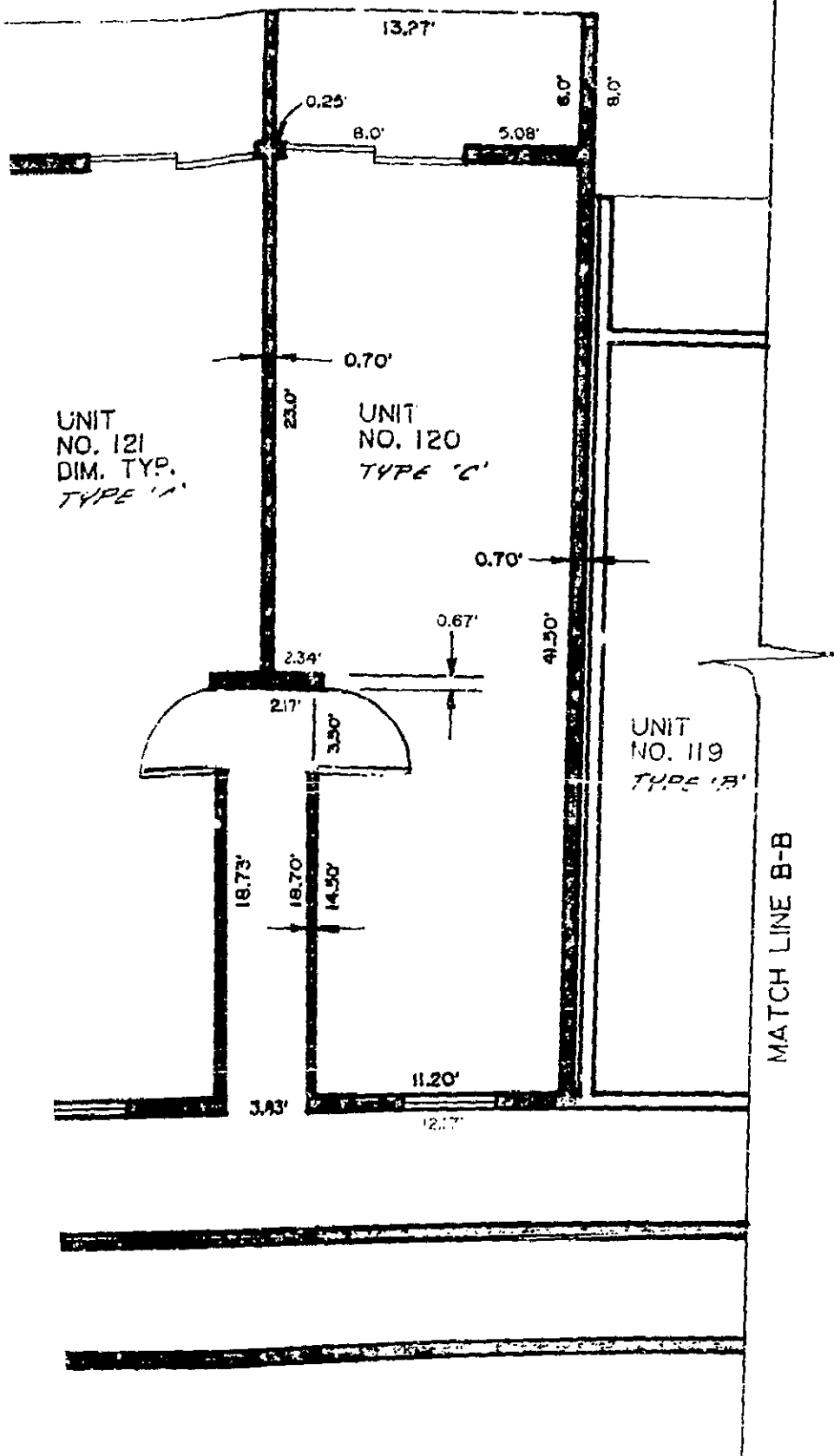


FIRST FLOOR PLAN



LAN (TYPICAL UNITS - B & C)

REC 703 PAGE 370



J.W. BROWN INC., LAND SURVEYOR
507 N.W. 60th STREET, SUITE - D
GAINESVILLE, FLORIDA 32605 PH: 376-3618.

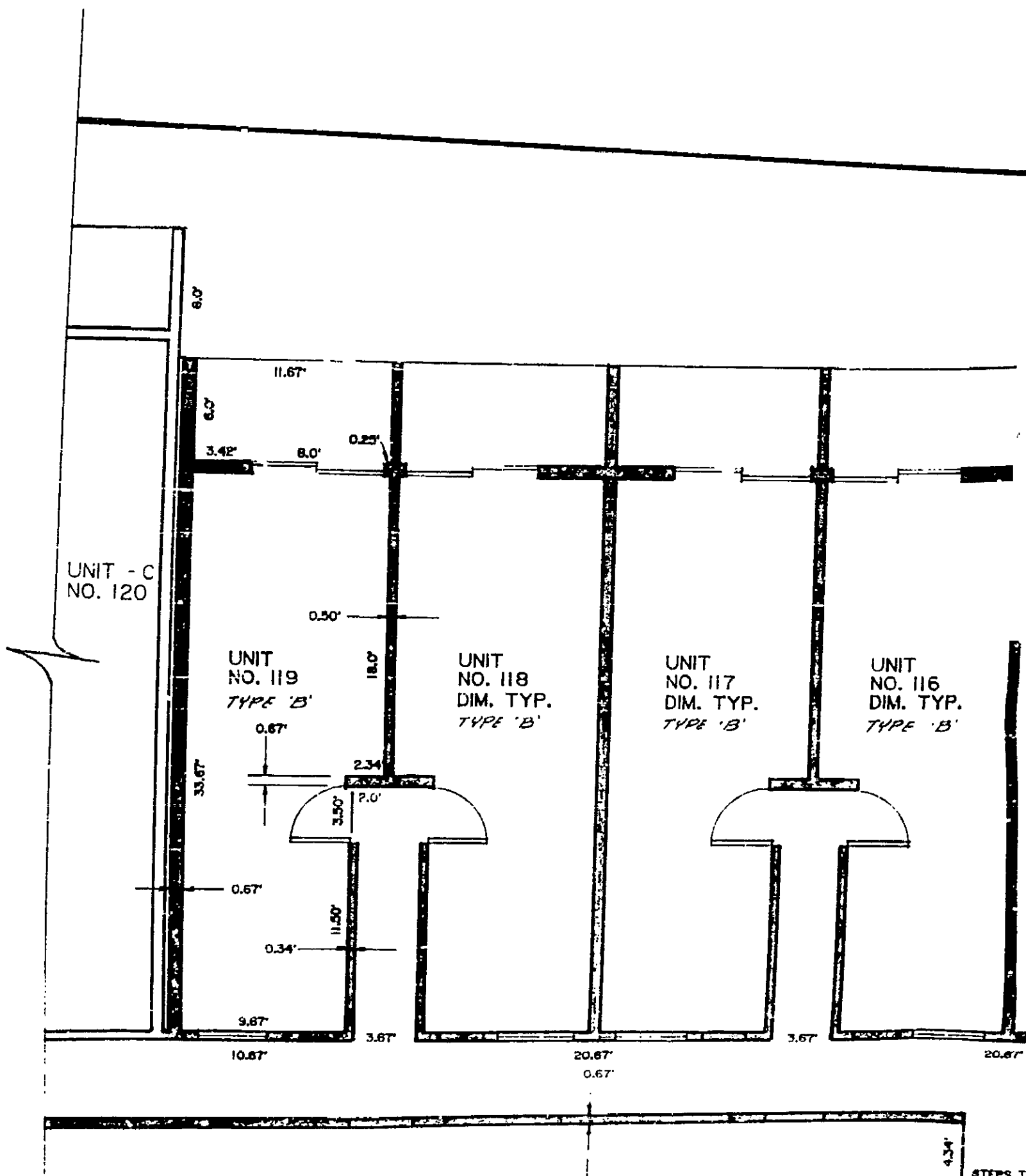
SCALE, 1/8" = 1'-0"

DATE: 4-1-1986

DRAWN BY:
D. JOHNSTON

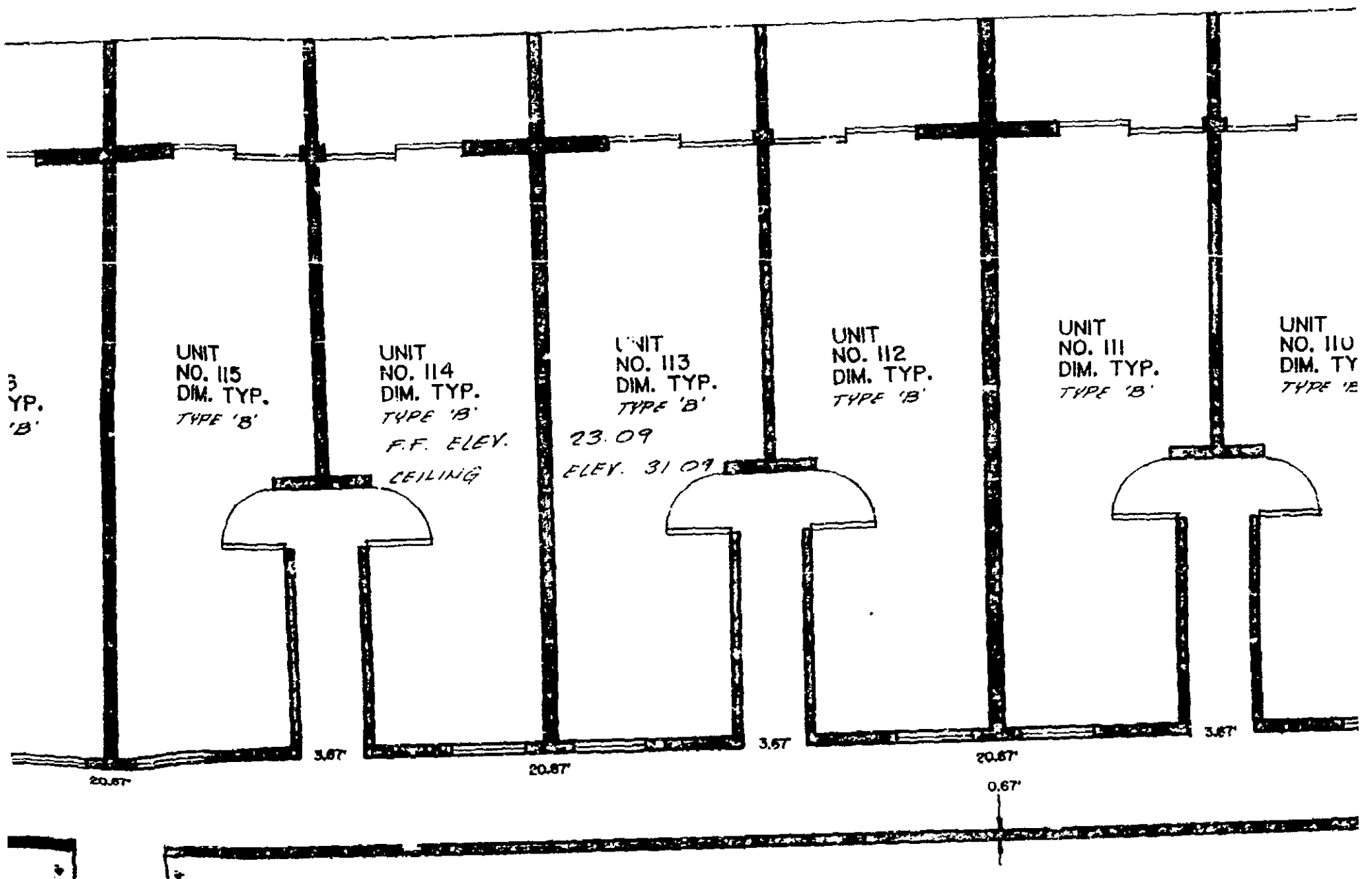
PREPARED FOR: BEACHERS LODGE INC.

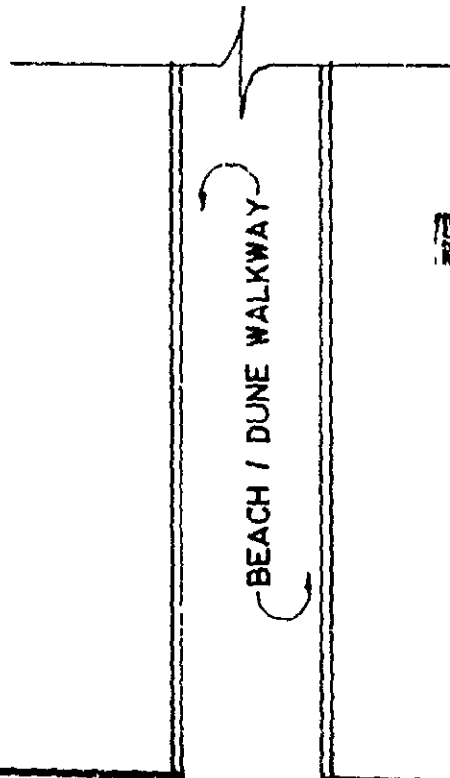
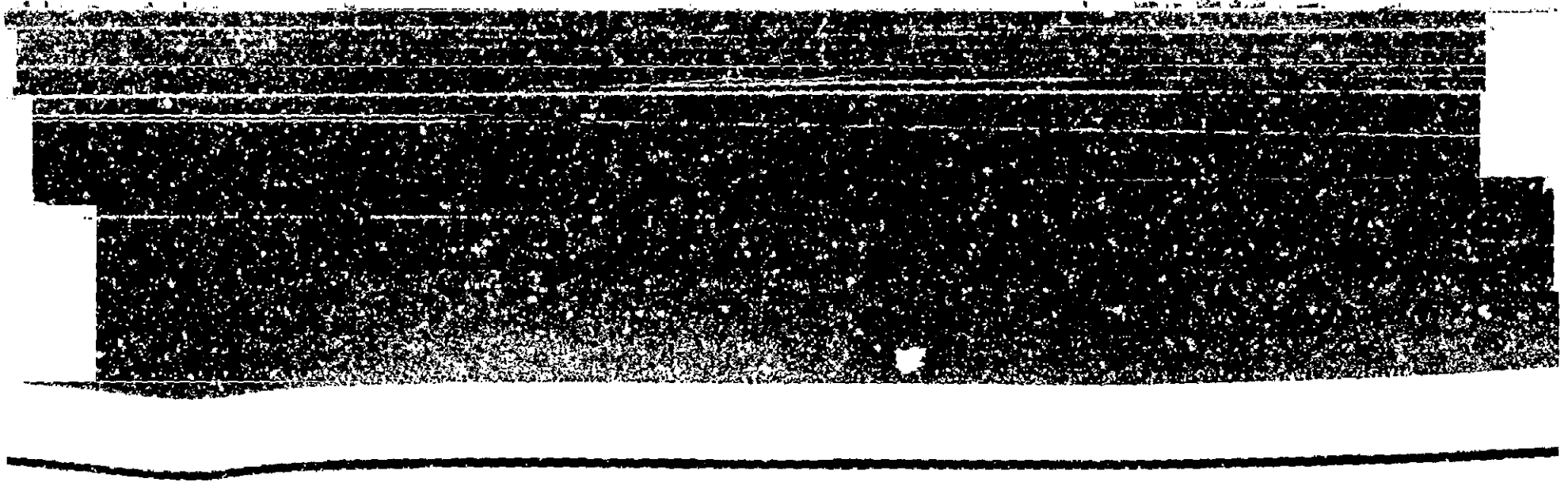
3499-85



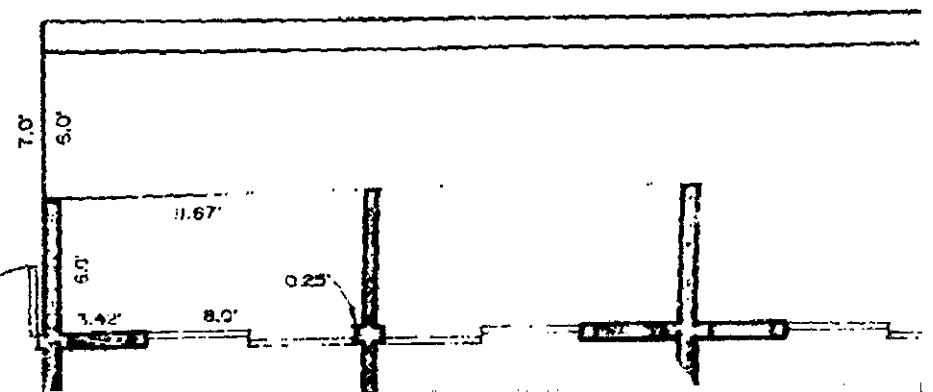
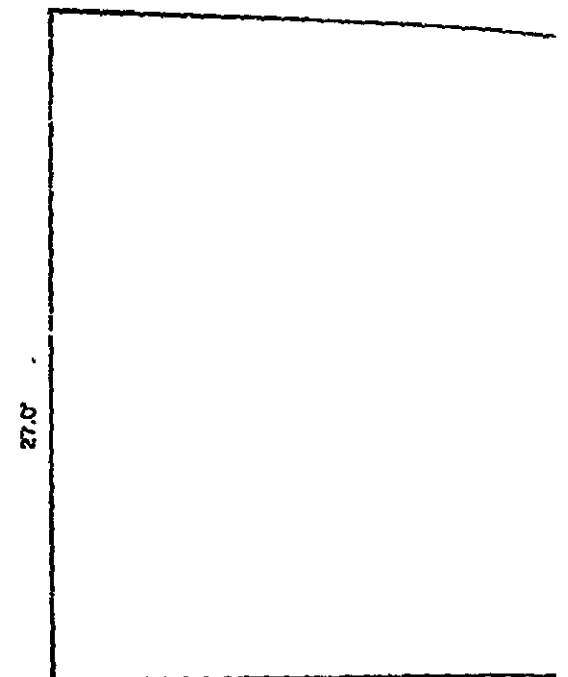
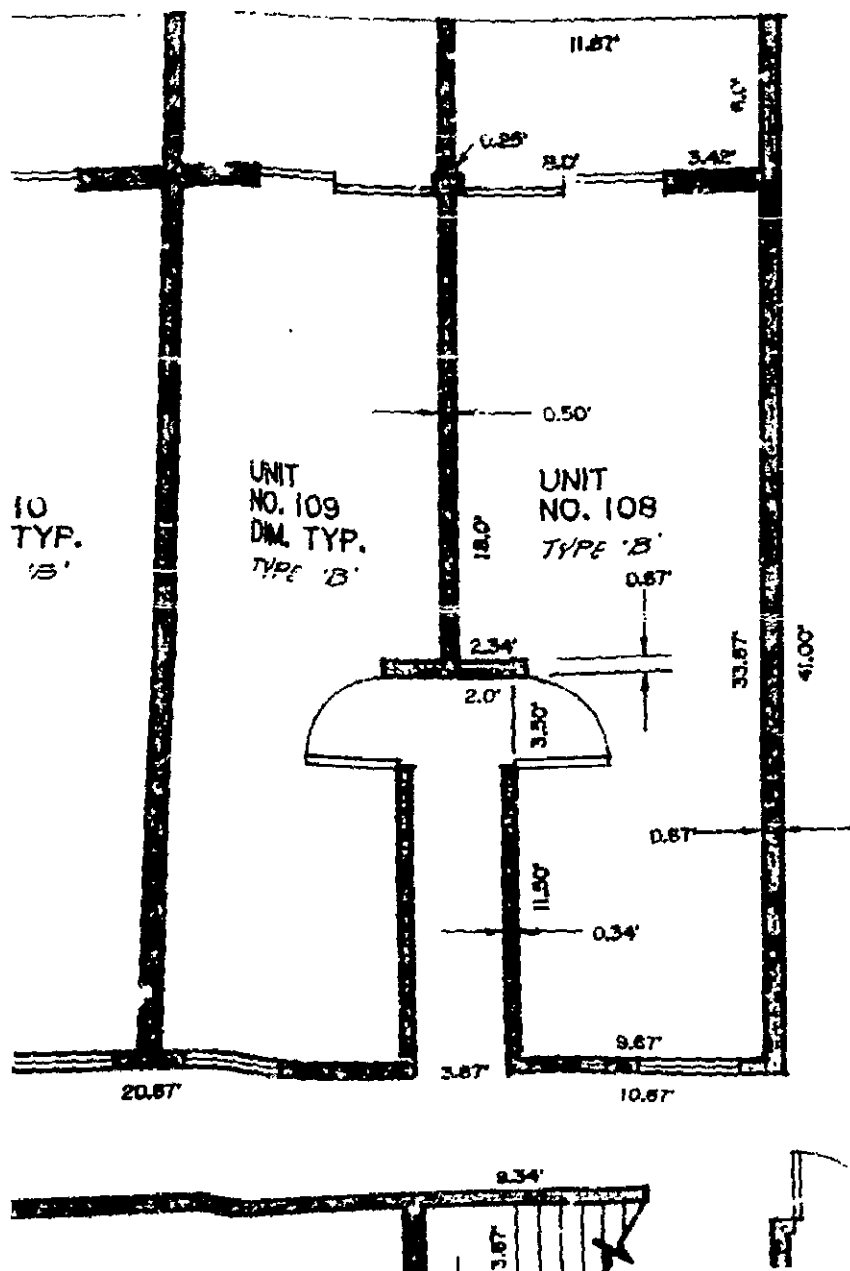
703 REC 703 PAGE 372

CONTINUOUS HEAD WALL



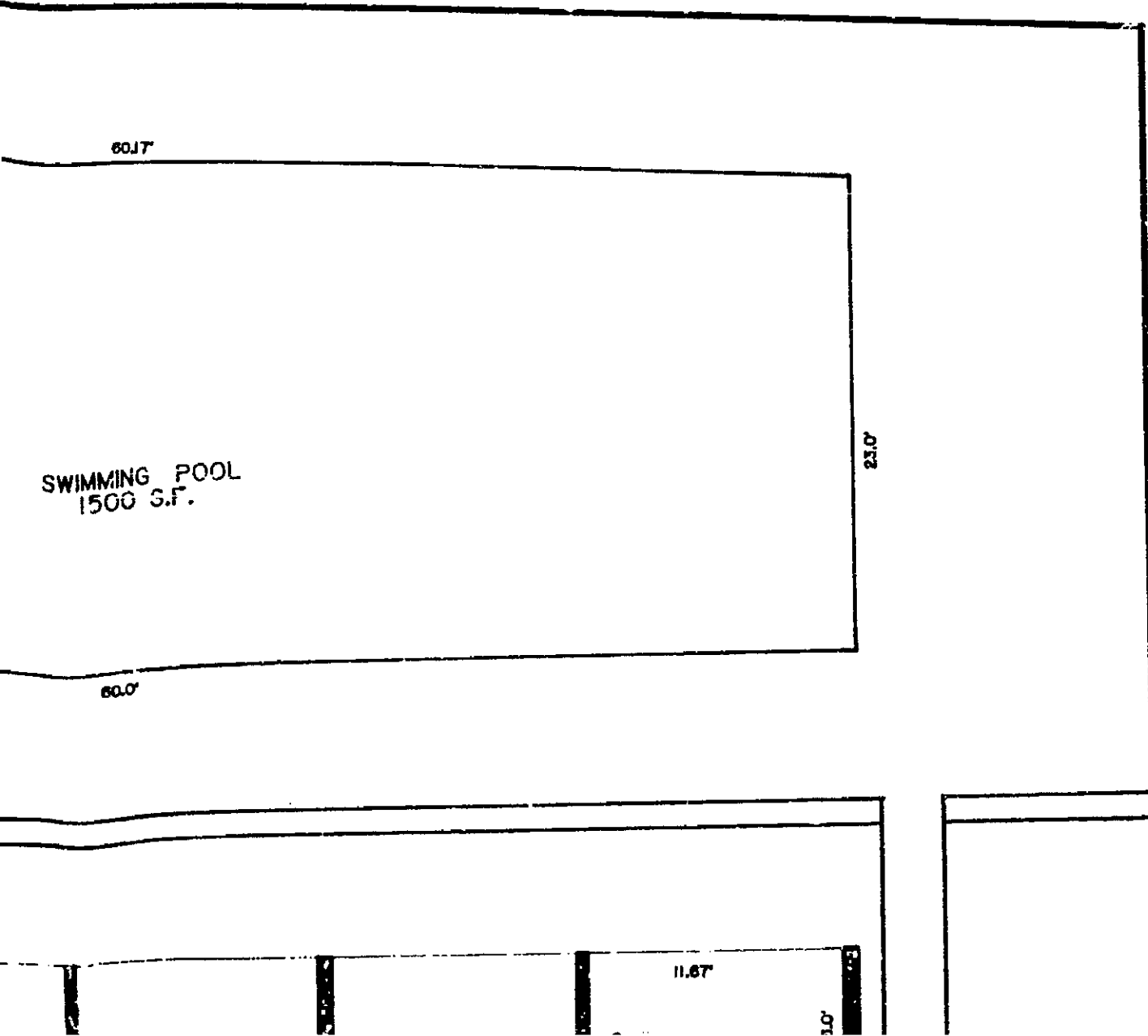


DEF 703 PAGE 373
REC



SHEET 4 OF 8

OFF REC 703 PAGE 374



10FF 703 PAGE 375
REC

0.67'

MATCH LINE B-B

FIRST FLOC

0.67'

REC 703 PAGE 376

OR PLAN (TYPICAL UNIT - B)



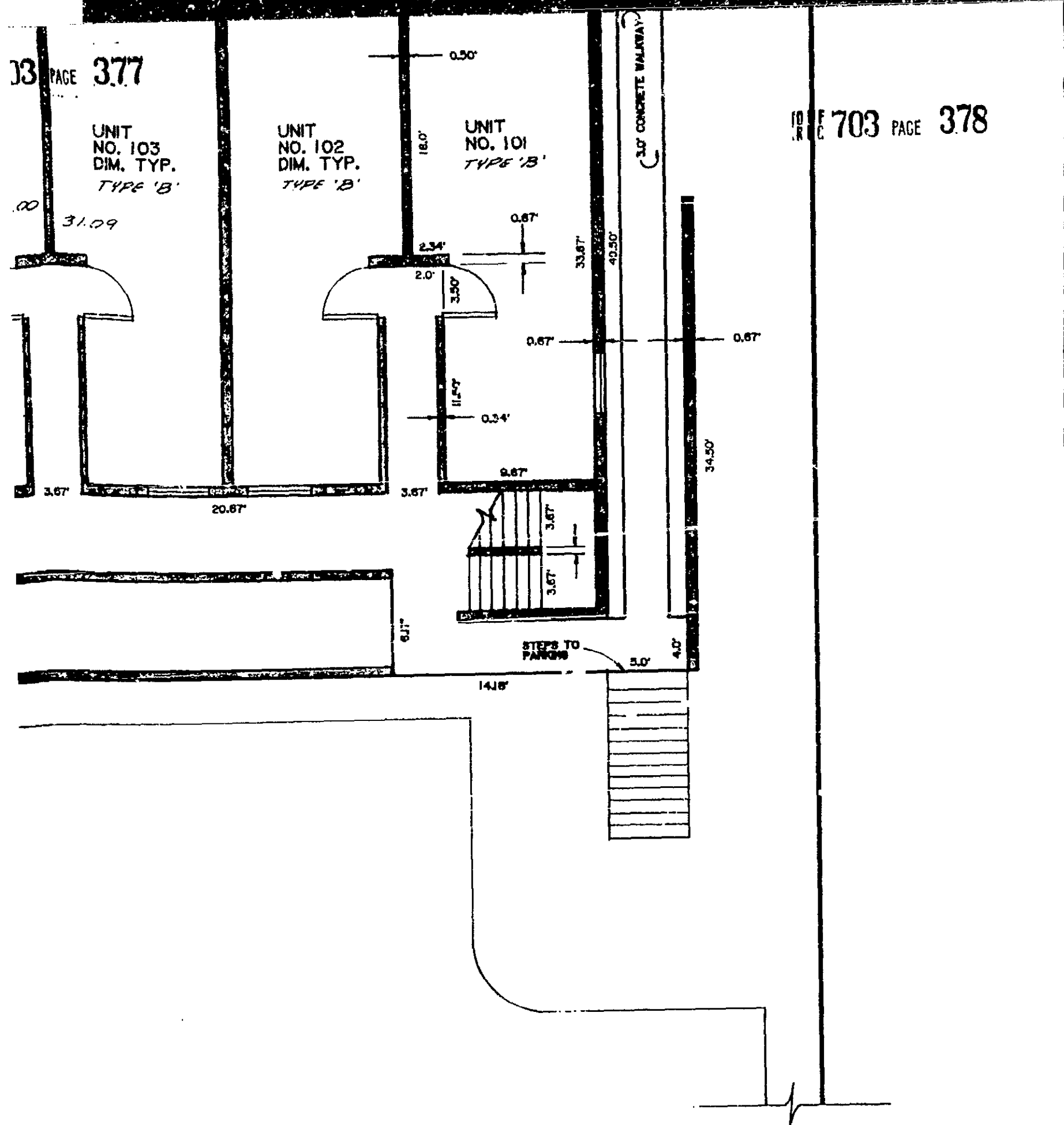
33 PAGE 377

UNIT
NO. 103
DIM. TYP.
TYPE 'B'

UNIT
NO. 102
DIM. TYP.
TYPE 'B'

UNIT
NO. 101
TYPE 'B'

703 PAGE 378



J.W. BROWN INC., LAND SURVEYOR
507 N.W. 60th STREET, SUITE - D
GAINESVILLE, FLORIDA 32605 PH: 376-3618.

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

DATE: 4-1-1986

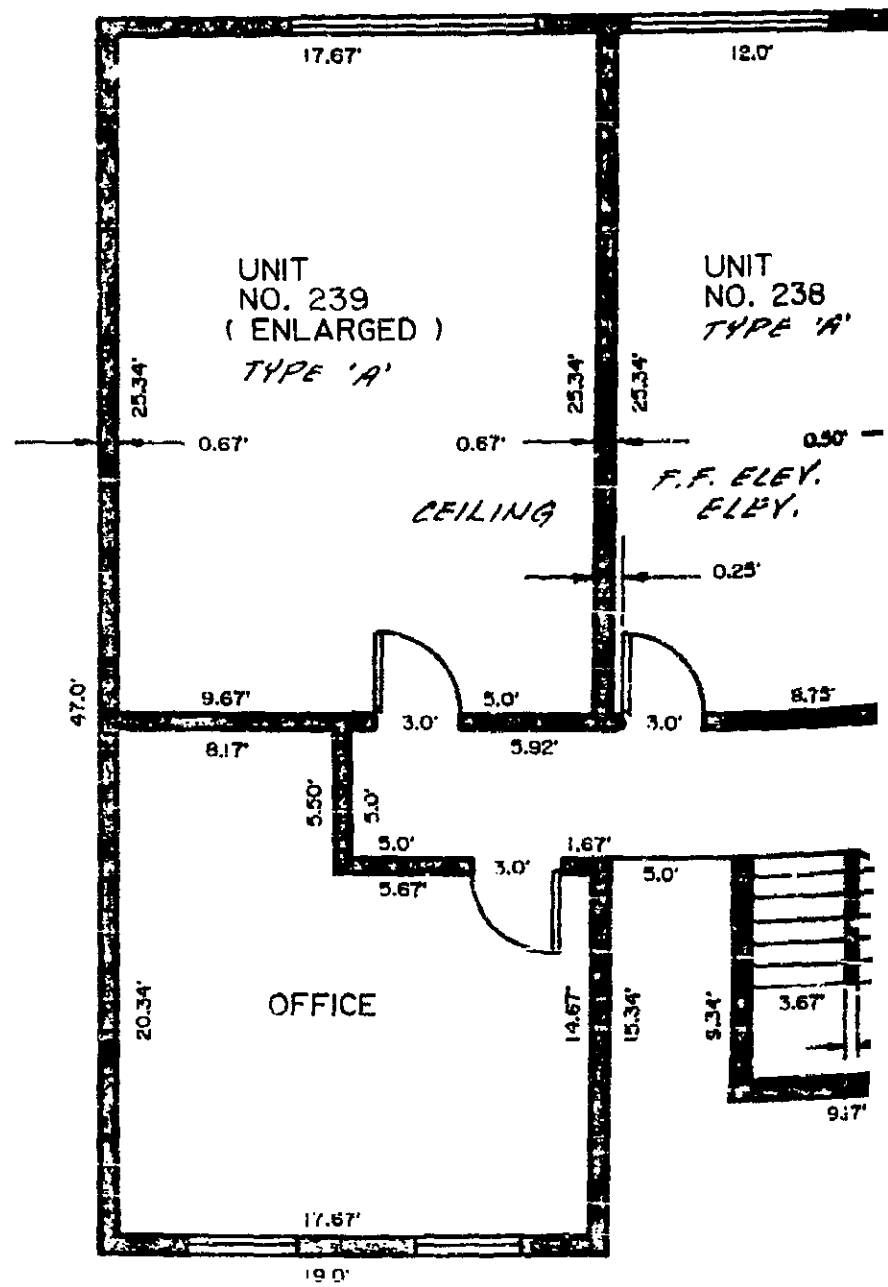
DRAWN BY:
D. JOHNSTON

PREPARED FOR: BEACHERS LODGE INC.

3499-85

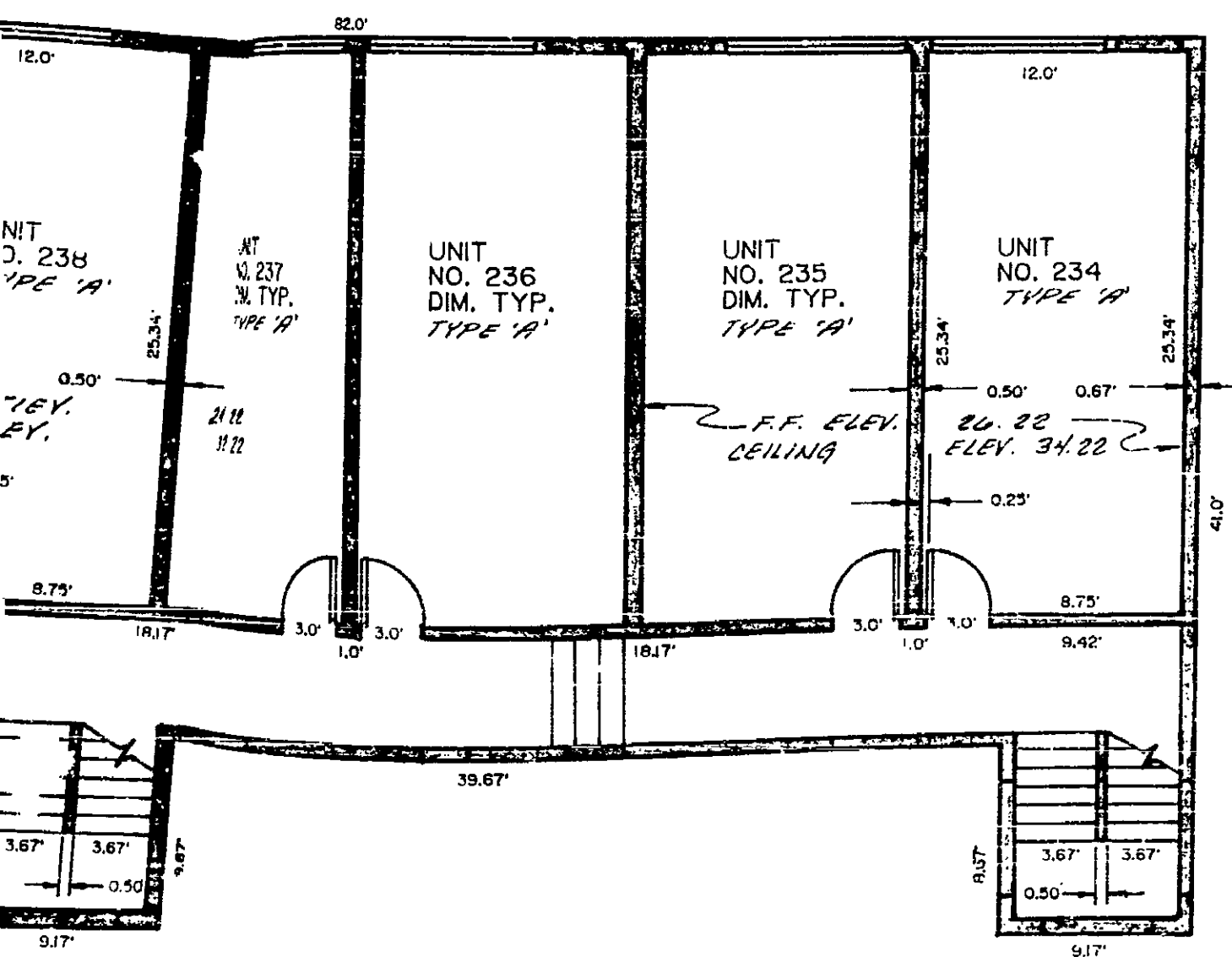
OFF 703 PAGE 379
REC

107FF
REC 703 PAGE 380



SECOND FLOOR

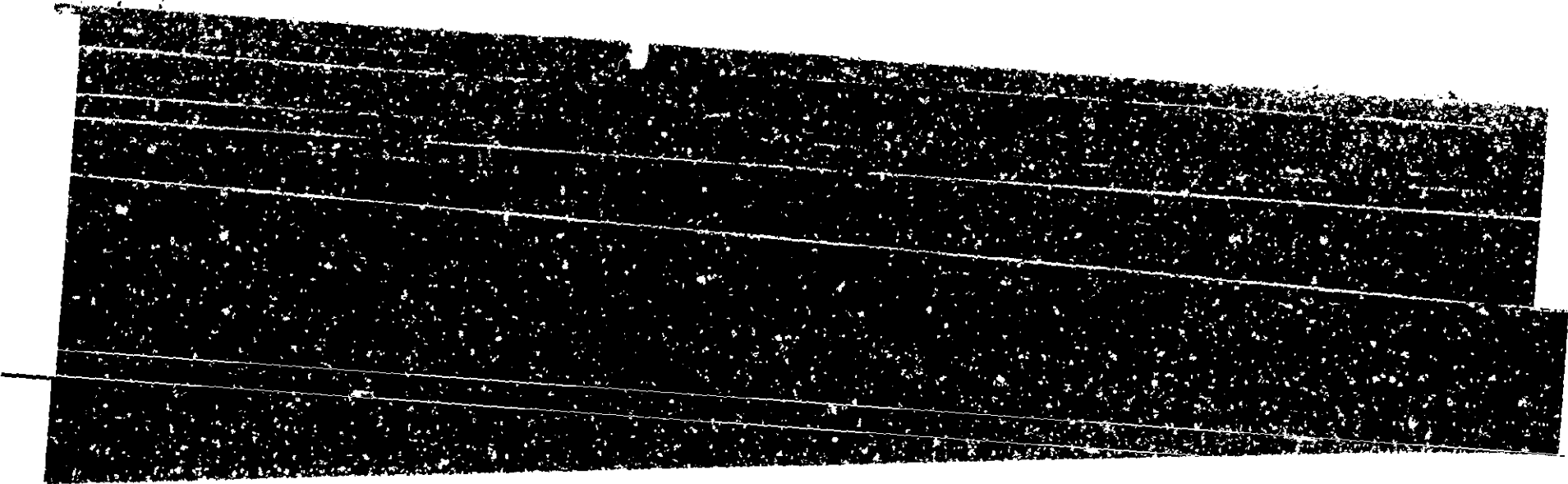
OFF REC 703 PAGE 381



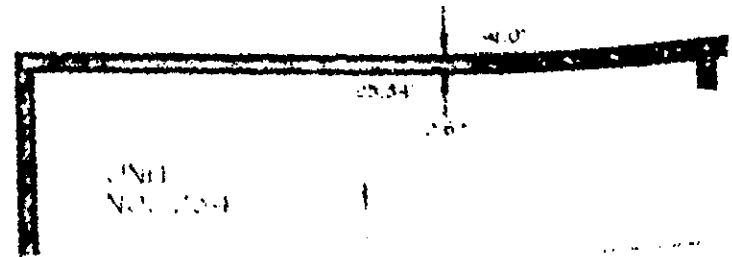
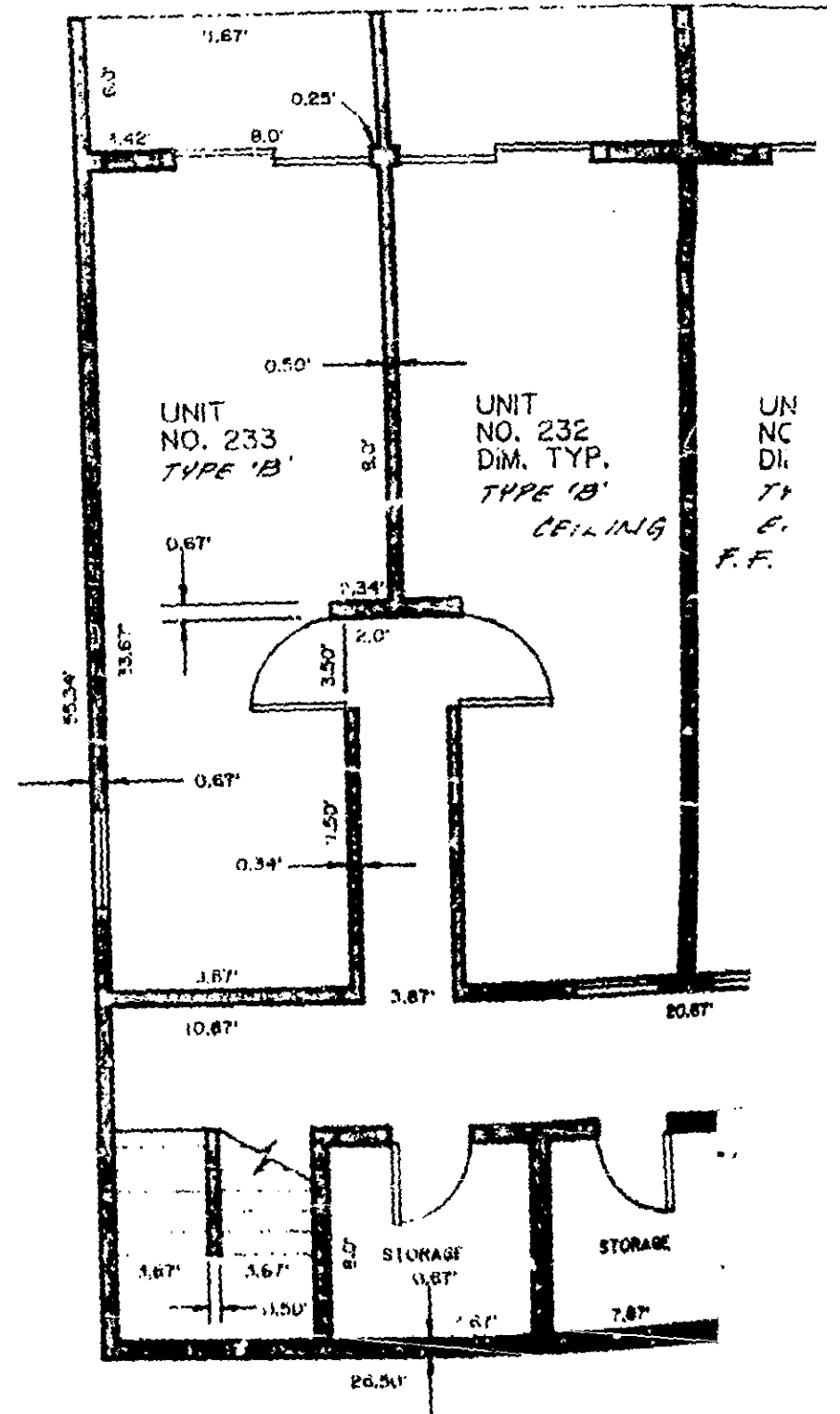
DR PLAN (TYPICAL UNIT - A)

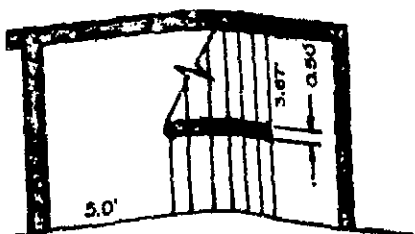
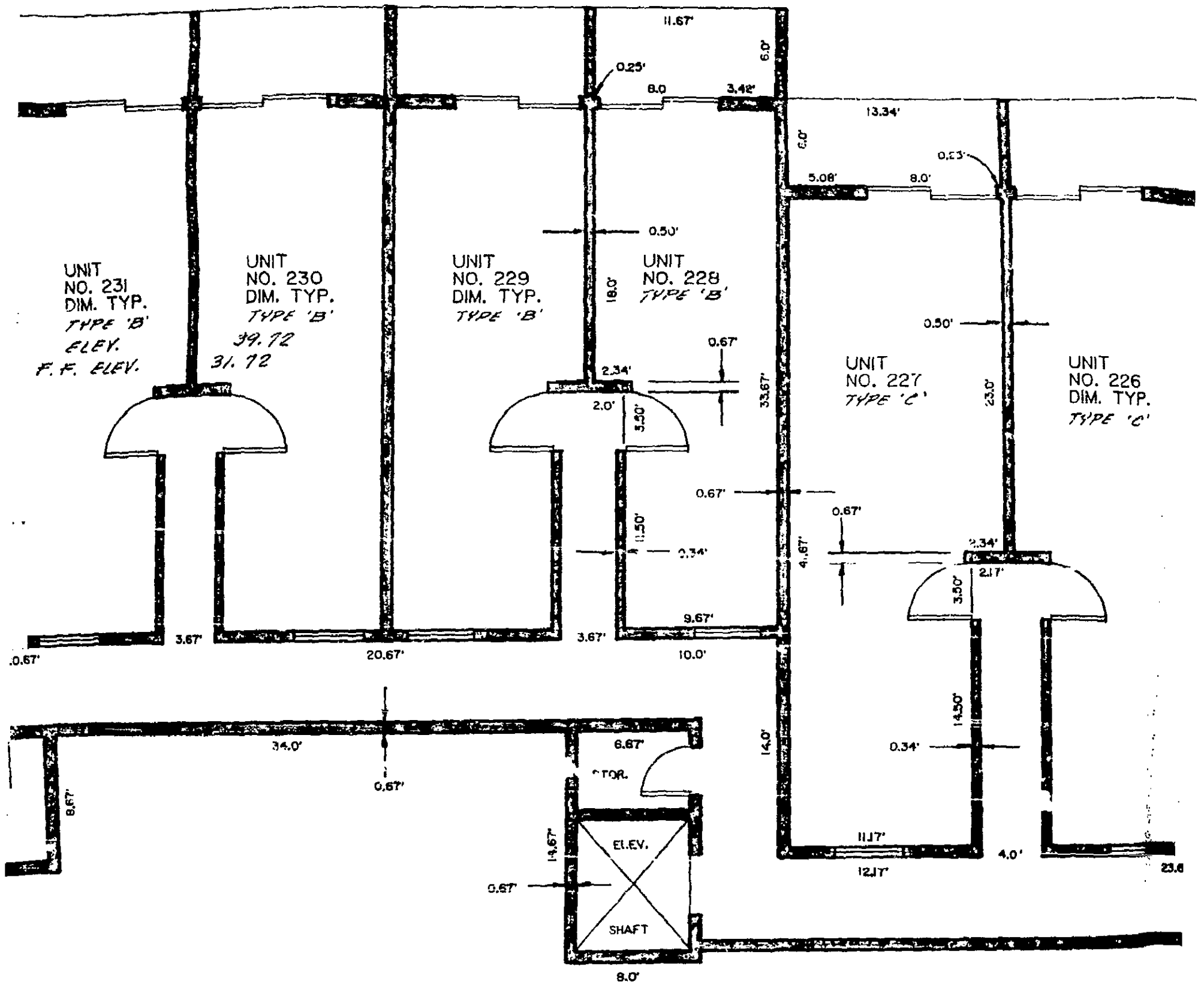
SHEET 5 OF 8

OFF 703 PAGE 382
REC

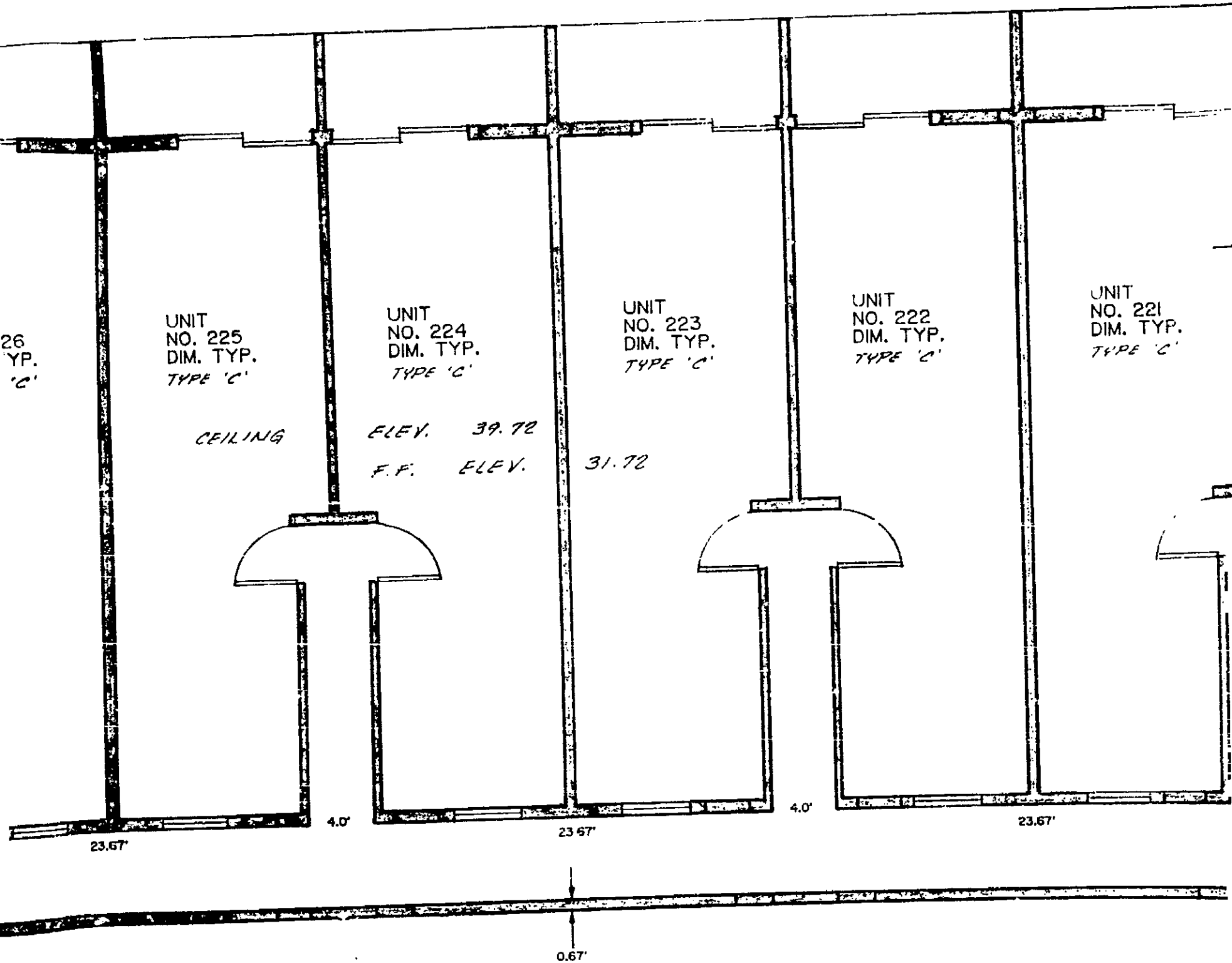


REF 703 PAGE 383

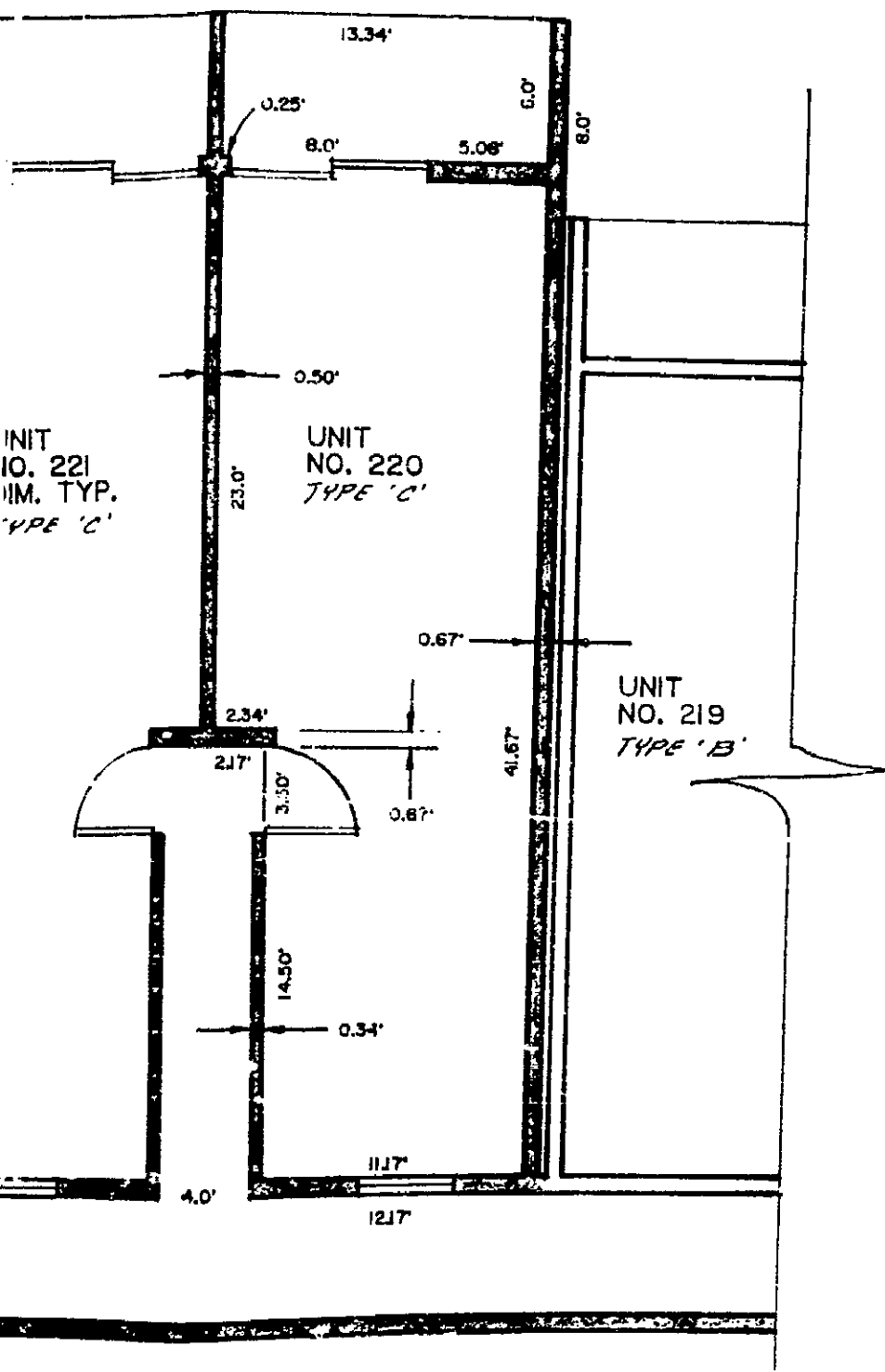




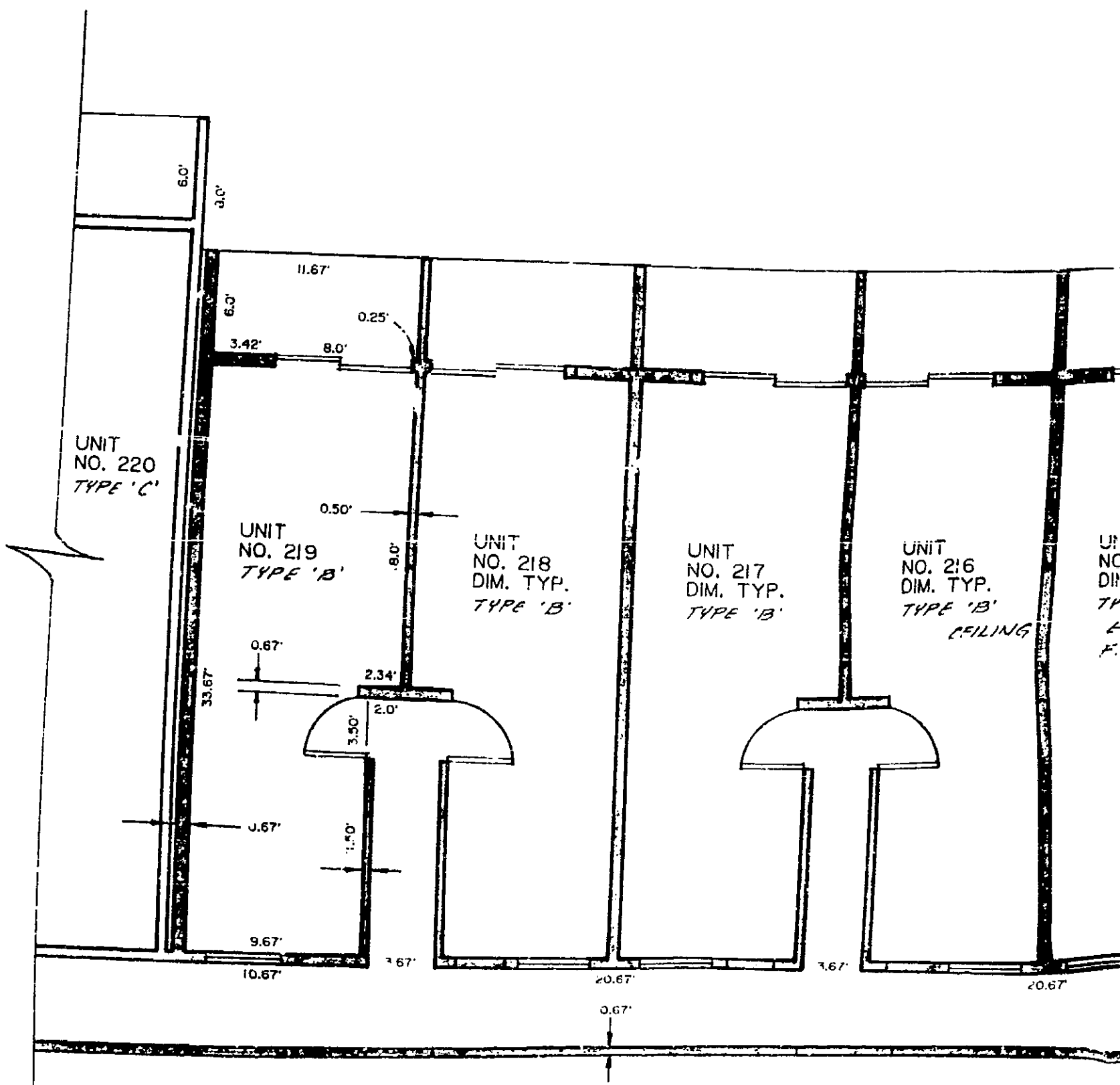
SECOND FLOOR



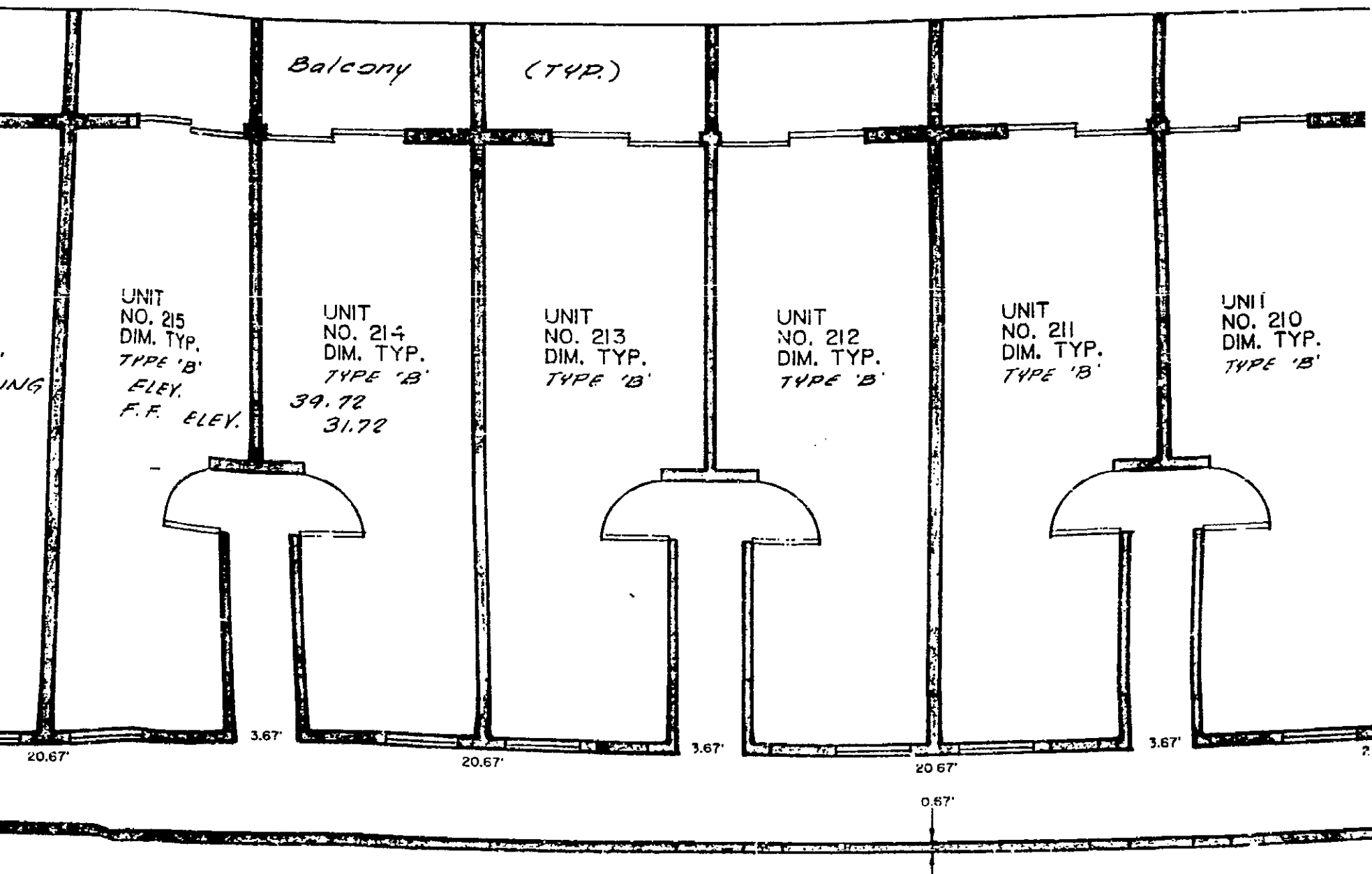
OR PLAN (TYPICAL UNITS B & C)



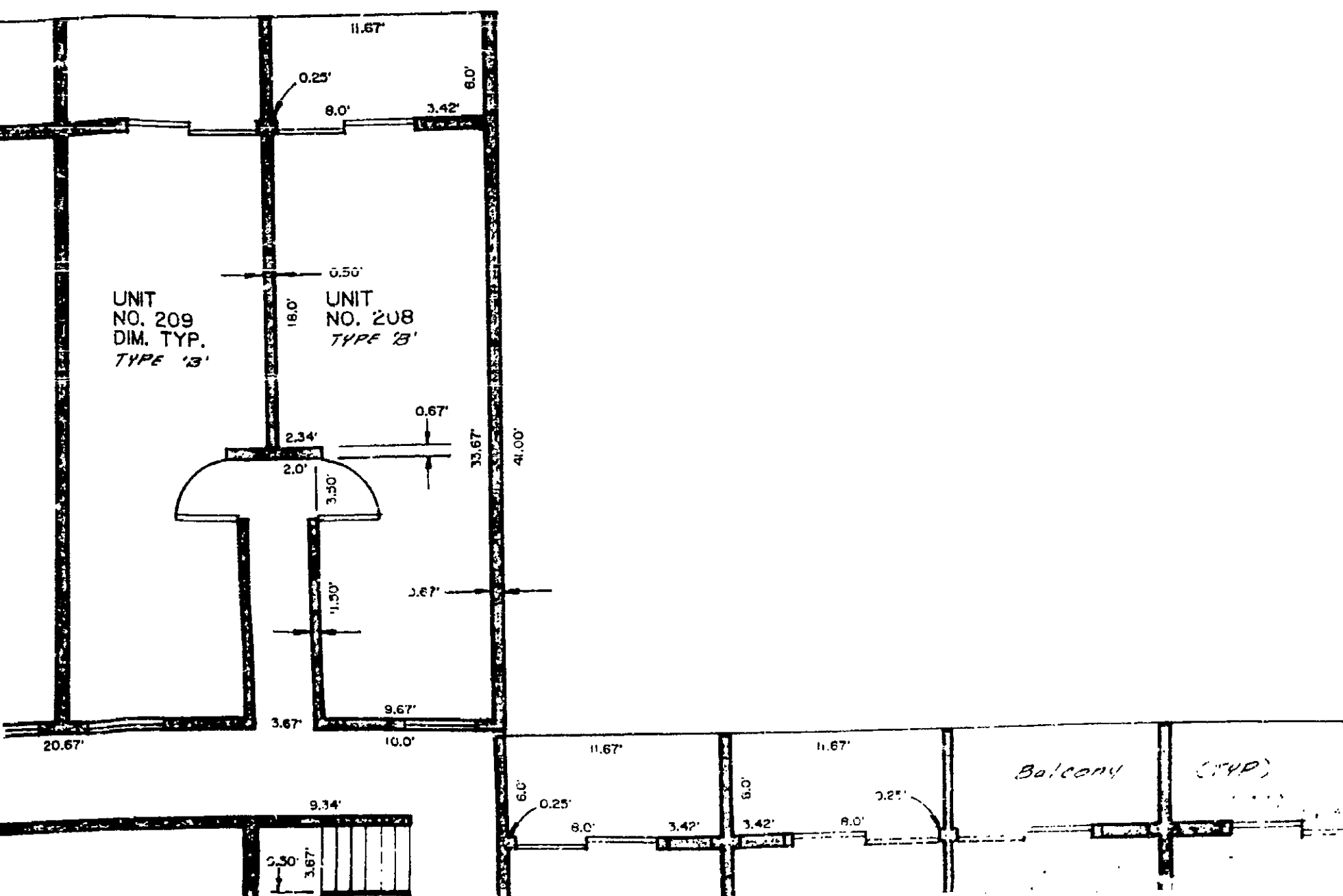
J.W. BROWN INC., LAND SURVEYOR 507 N.W. 60th STREET, SUITE 'D' GAINESVILLE, FLORIDA 32605 PH: (904) 376-3618		
Scale: 1/16" = 1'0"		Drawn By:
Date: 4/23/86		J. WADE
PREPARED FOR:		
BEACHERS LODGE INC.		3499-85

OFF 703 PAGE 387
REC

703 REC 703 PAGE 388

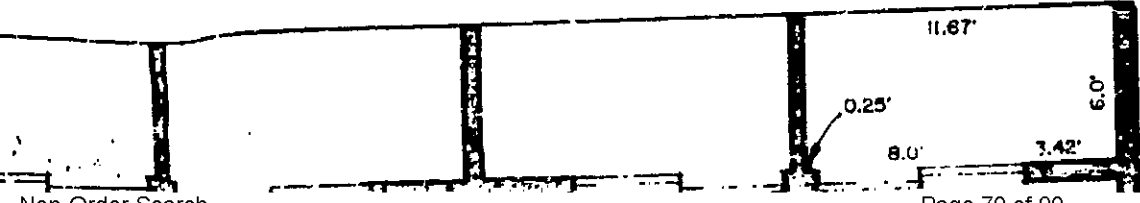


REF 703 PAGE 389



SHEET 6 OF 8

OFF REC 703 PAGE 390



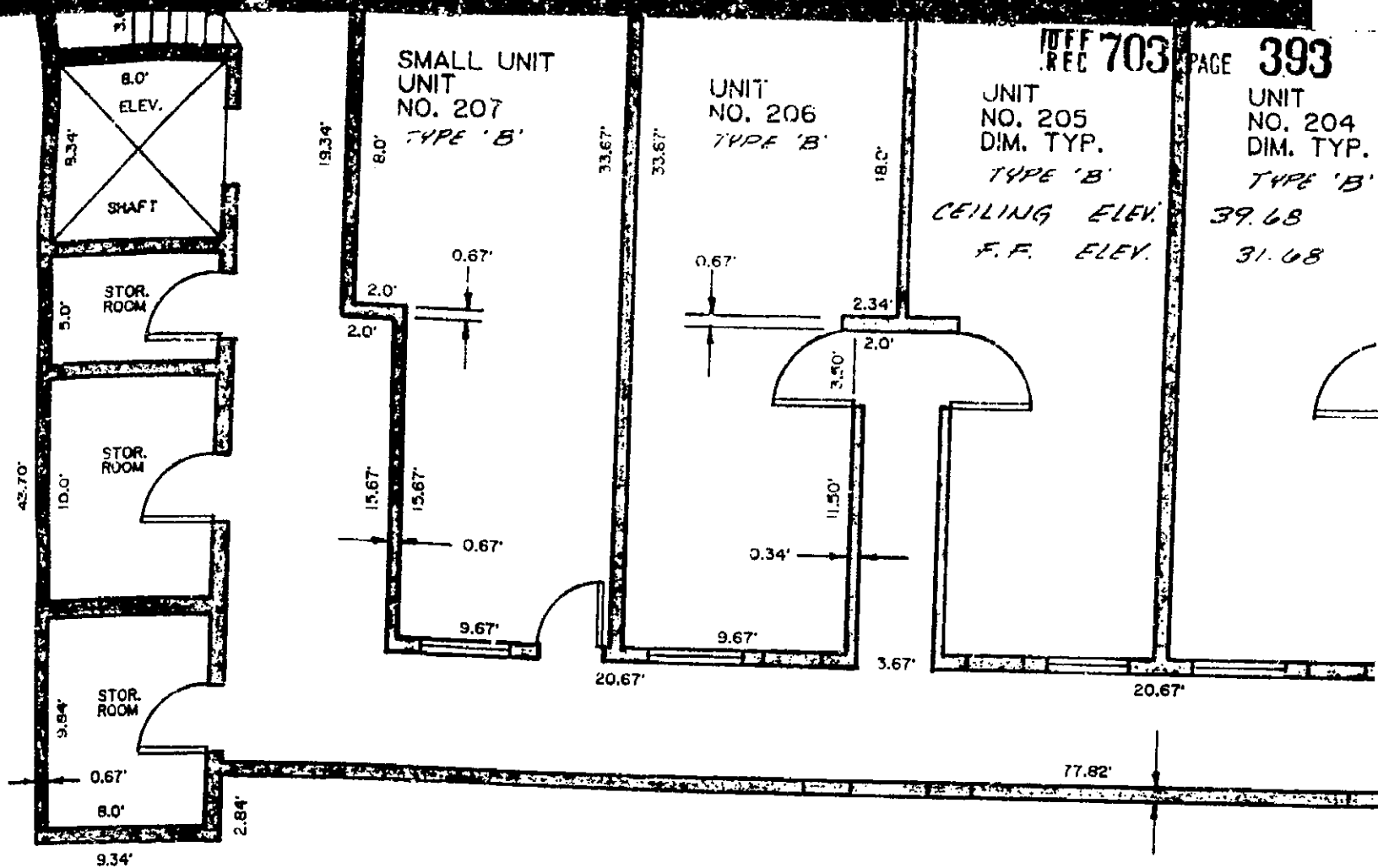
703 REC 703 PAGE 391

SECOND FLOOR PLA

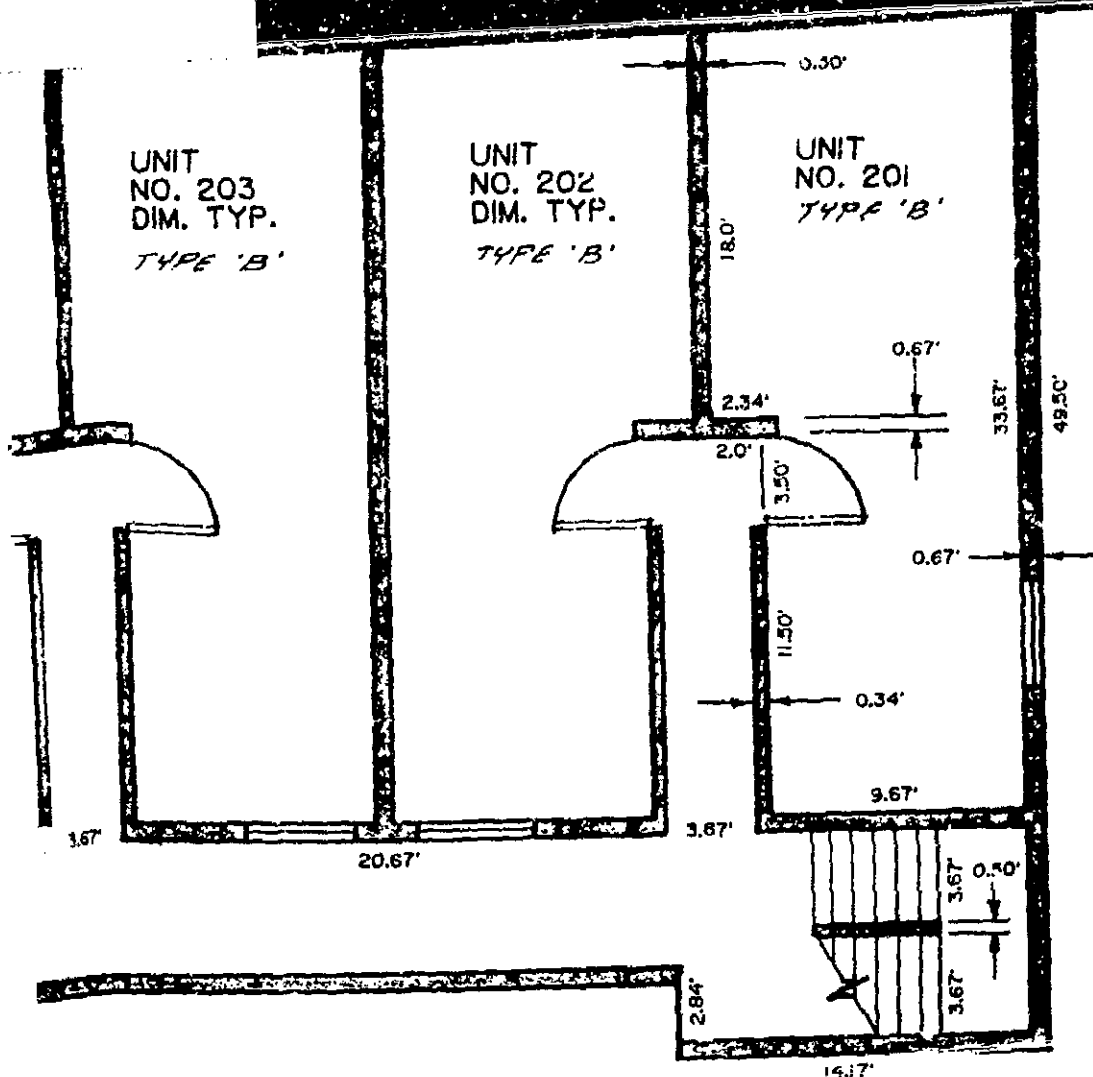
OFF 703 PAGE 392
REC

PLAN (TYPICAL UNIT B)

32

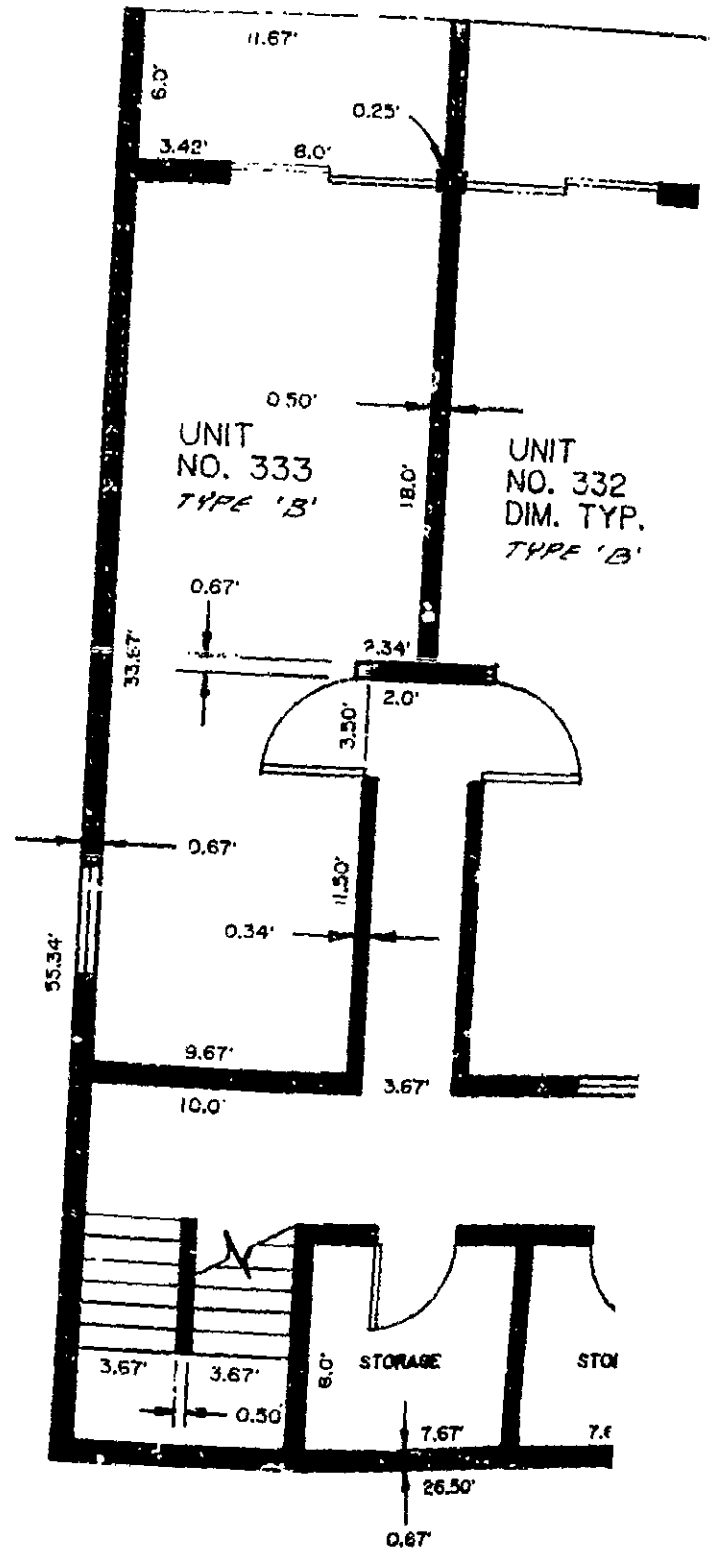


REC 703 PAGE 394



J.W. BROWN INC., LAND SURVEYOR 507 N.W. 60TH STREET, SUITE 'D' GAINESVILLE, FLORIDA 32605 PH: (904) 376-3618		
Scale: 1/16" = 1'-0"		DRAWN BY: J. WADE
Date: 4/23/86		
PREPARED FOR: BEACHERS LODGE INC.		3499-85

OFF 703 PAGE 395



UNIT NO. 320
TYPE 'C'

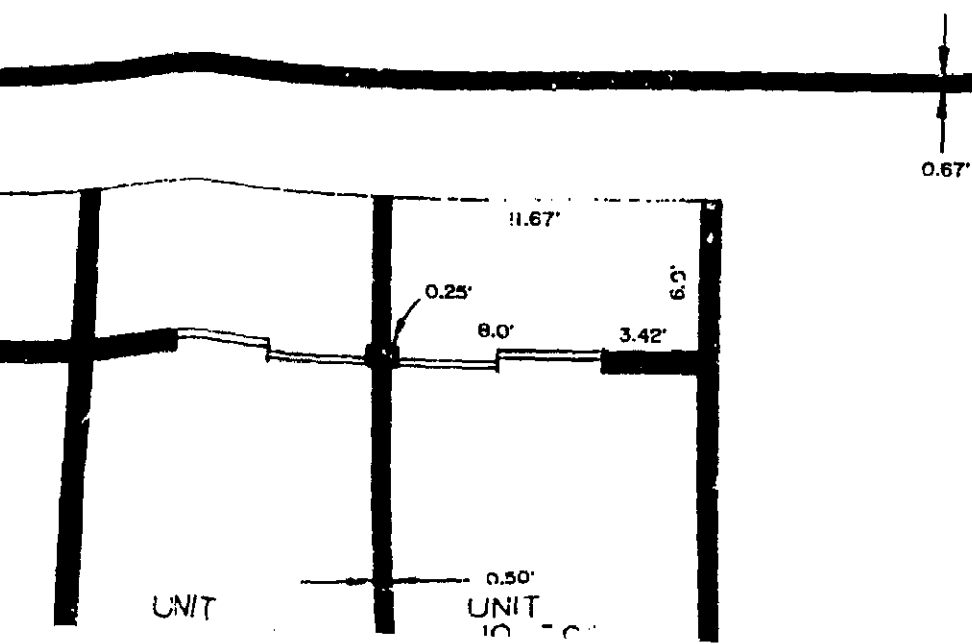
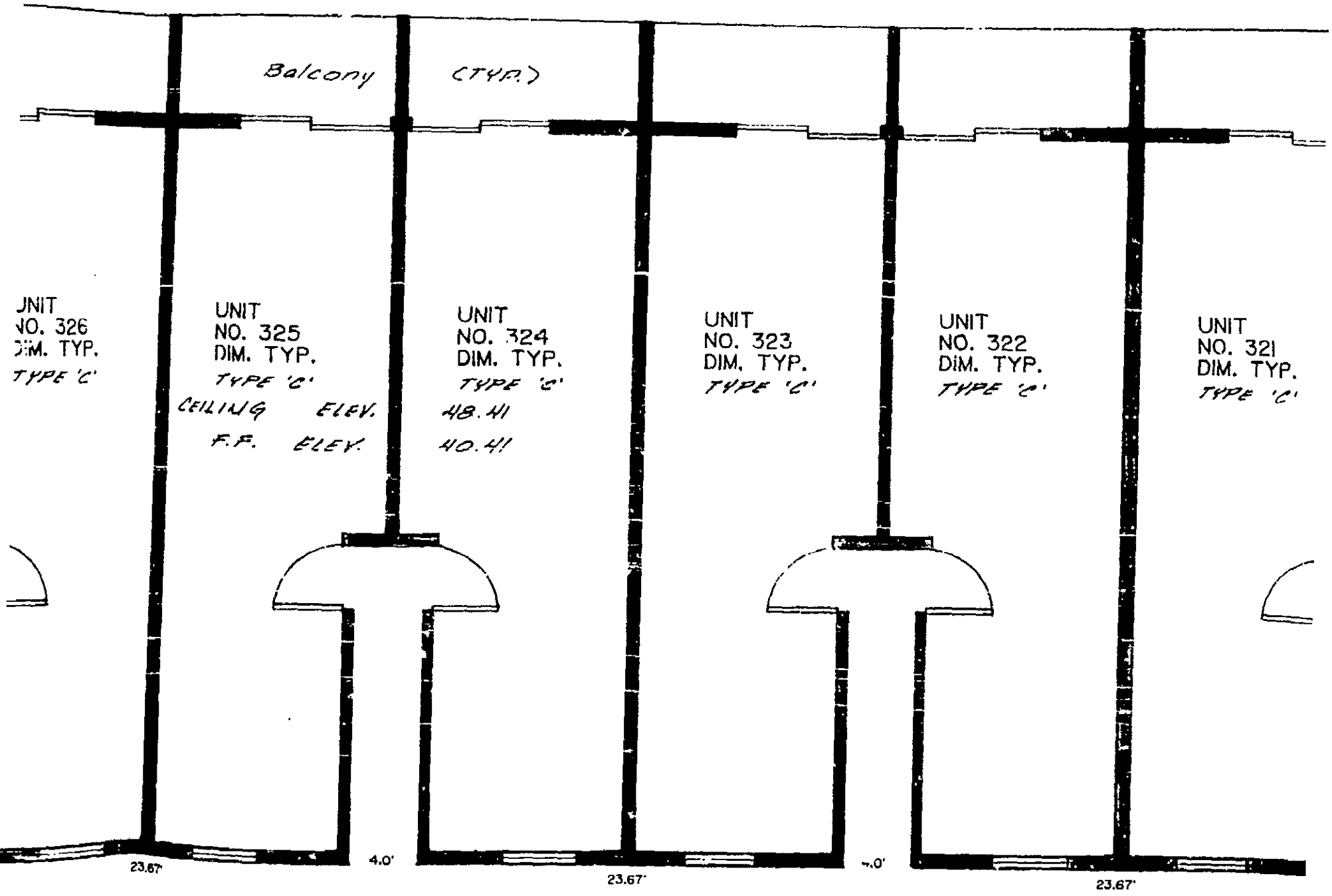
UNIT NO. 319
TYPE 'B'

UNIT NO. 318
DIM. TYP.

UNIT NO. 317
DIM. TYP.

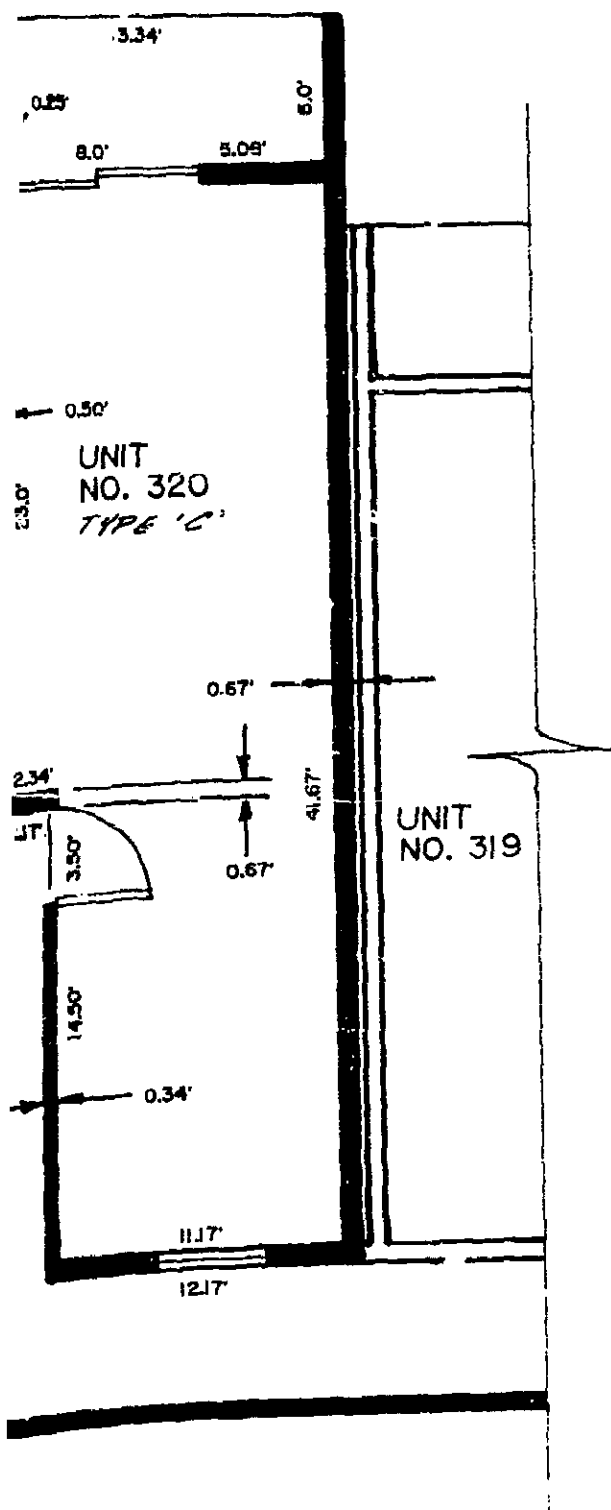
UNIT NO. 316
DIM. TYP.

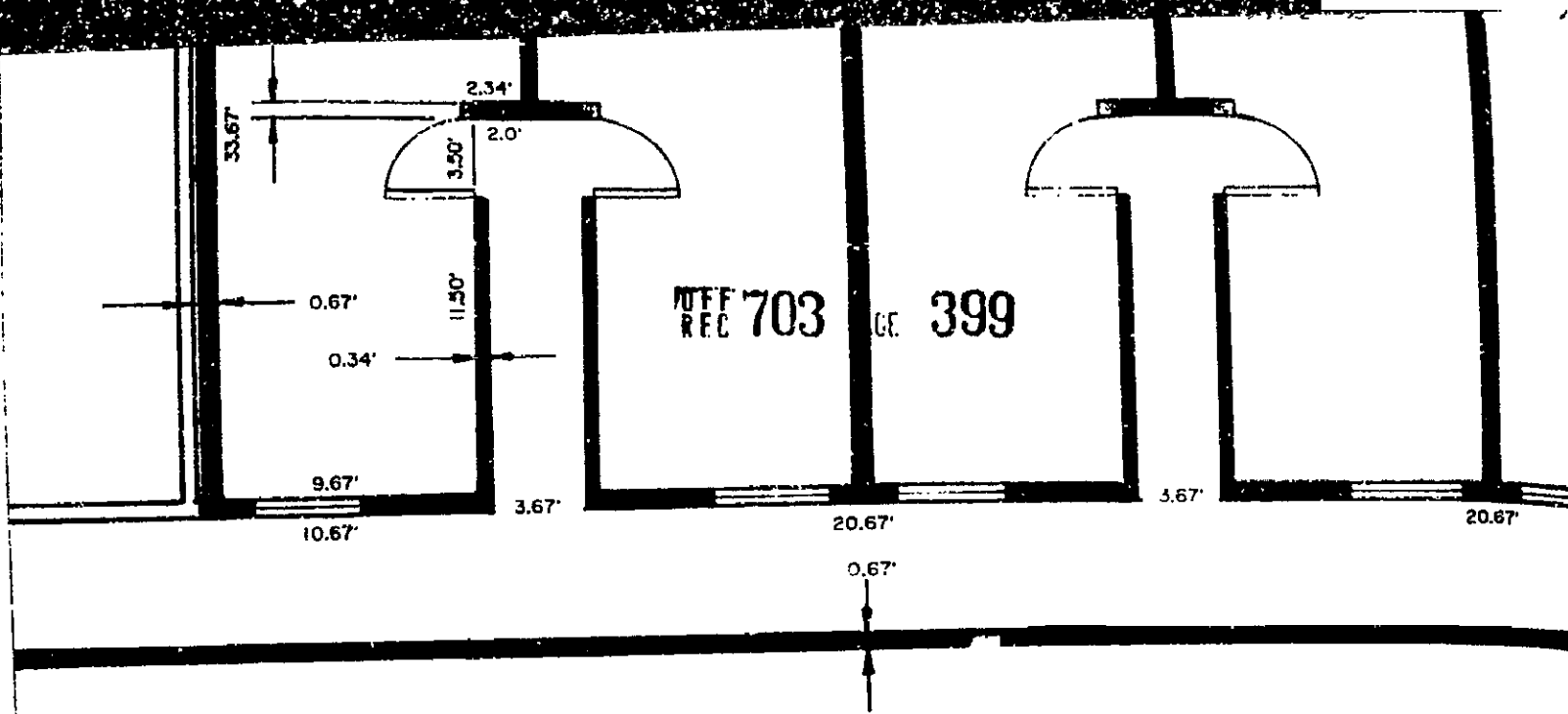
UNIT
NO. 310



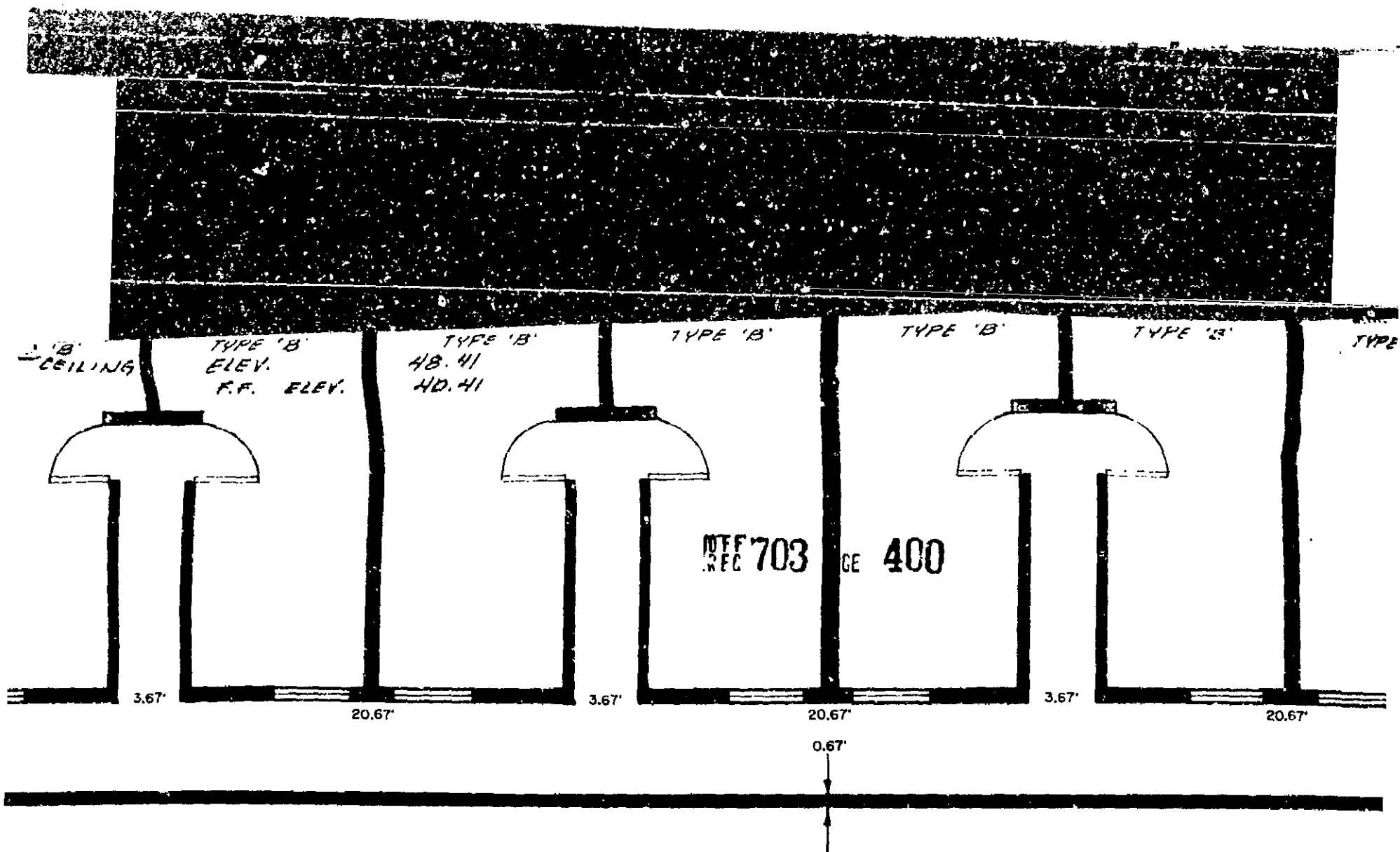
SHEET 7 OF 8

OFF REC 703 PAGE 398



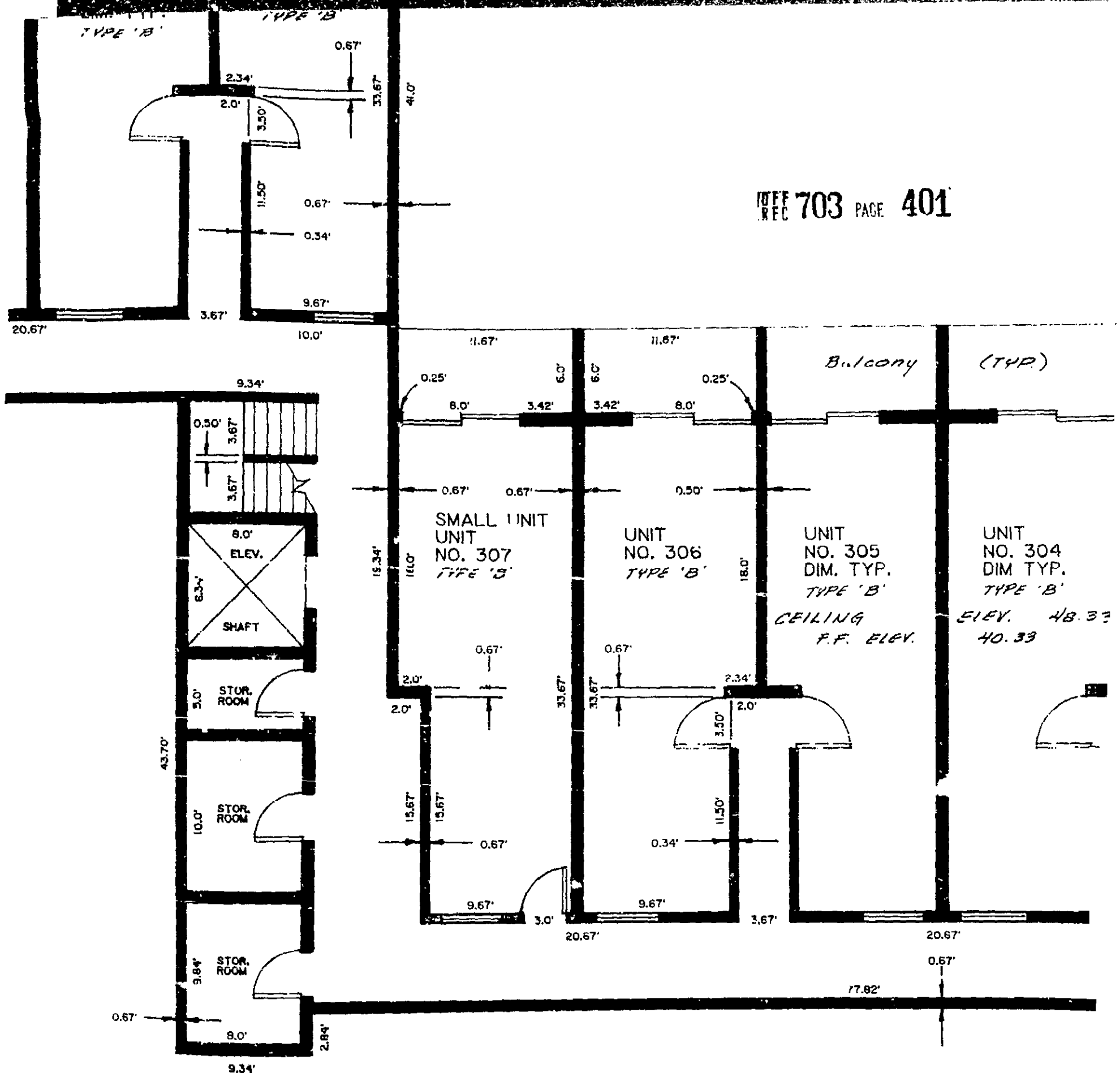


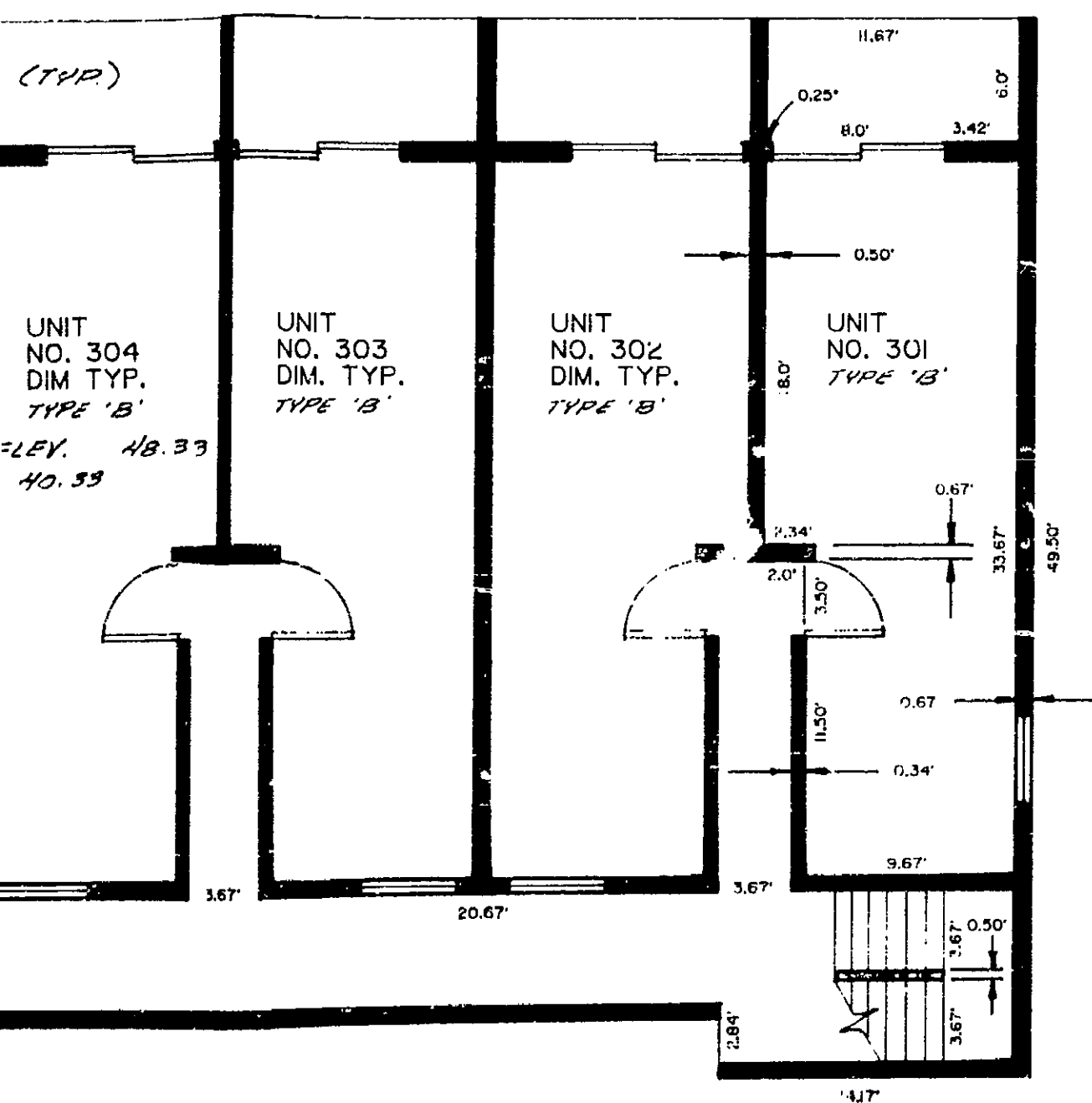
THIRD FLOOR PLAN!



(TYPICAL UNITS B & C)

OFF 703 PAGE 401





J.W. BROWN INC., LAND SURVEYOR
507 N.W. 60th STREET, SUITE 'D'
GAINESVILLE, FLORIDA 32605 PH: (904) 376-3600

Scale: $1/16" = 1'-0"$

Date: 4/23/86

Drawn By:

J. WADE

PREPARED FOR:
BEACHERS LODGE INC.

3499-85

Floor plan of a two-unit building. The plan shows two units, Unit No. 433 (Type 'B') and Unit No. 432 (Dim. Typ. Type 'B'). The building has a total width of 20.67' and a total depth of 26.50'. The plan includes various dimensions for walls, openings, and furniture. A staircase is located on the left side. Two storage areas are indicated at the bottom right. The ceiling is labeled 'CEILING'.

UNIT NO. 433
TYPE 'B'

UNIT NO. 432
DIM. TYP.
TYPE 'B'

CEILING

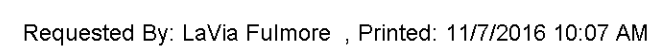
STAIRS

STORAGE

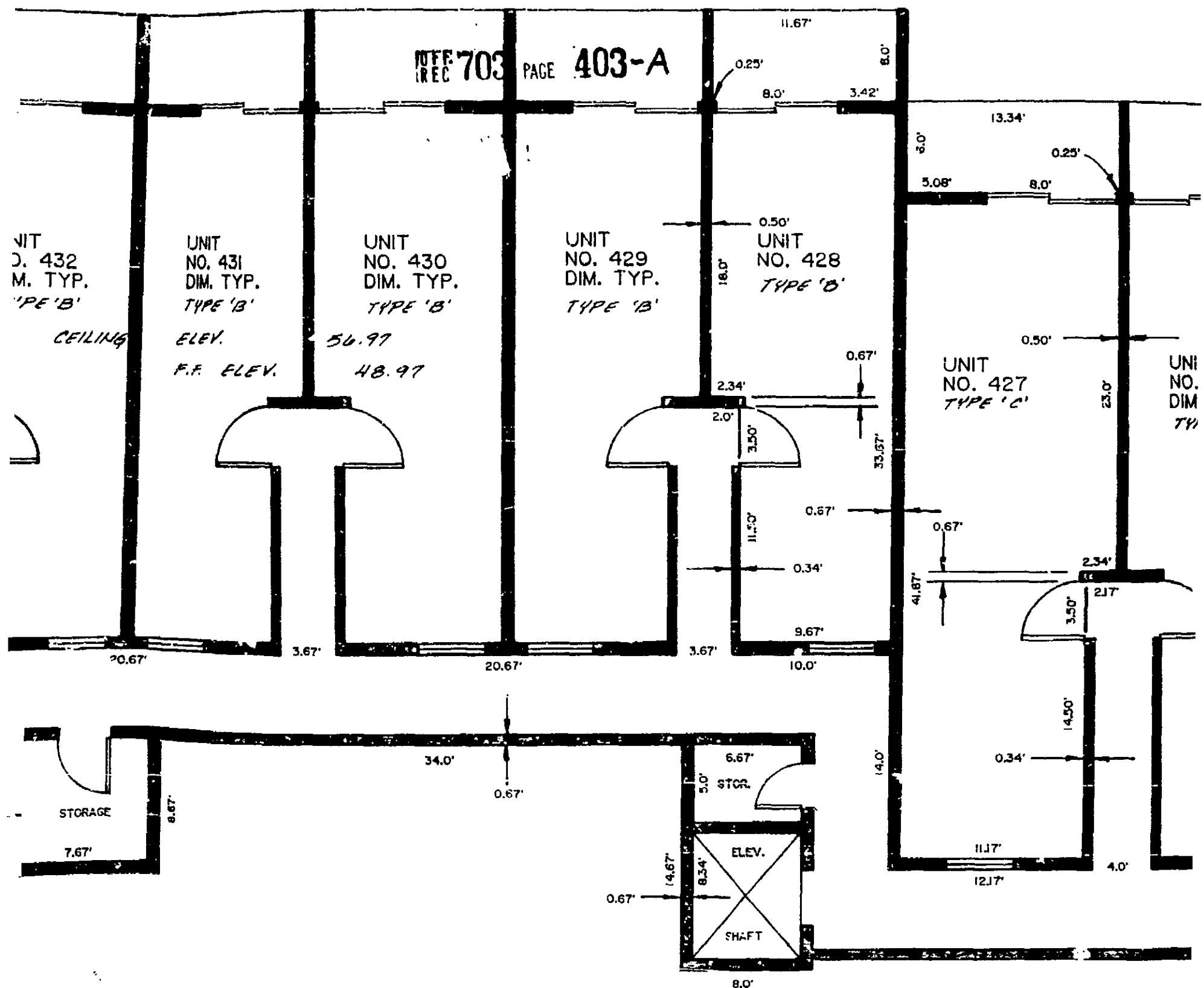
STORAGE

Dimensions (feet):

- Top: 11.67', 6.0', 0.25', 3.42', 8.0'
- Left: 55.34', 33.67', 0.67', 0.67', 9.67', 10.0'
- Right: 20.67', 2.34', 2.0', 3.67', 7.67', 7.67', 26.50', 0.67'
- Bottom: 11.50', 3.67', 0.34', 0.50', 8.0'
- Internal: 18.0', 0.50', 3.50', 3.67', 0.67'



OFF REC 703 PAGE 403-A



Balcony (TYPICAL)

UNIT NO. 415
DIM. TYP.
TYPE 'B'

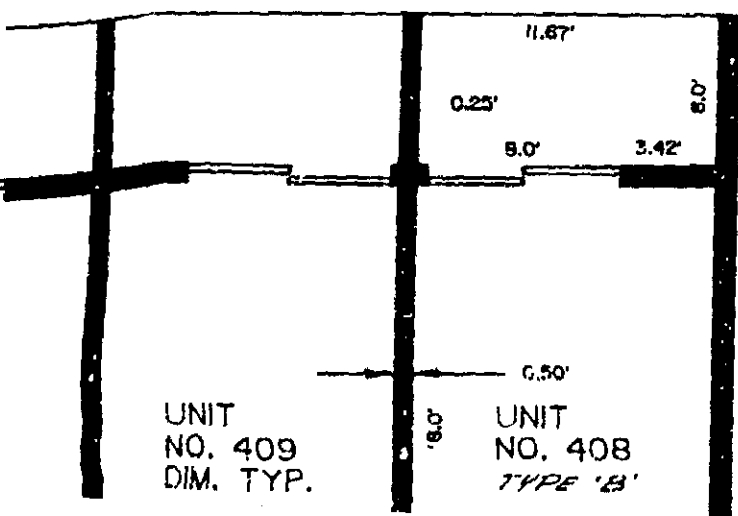
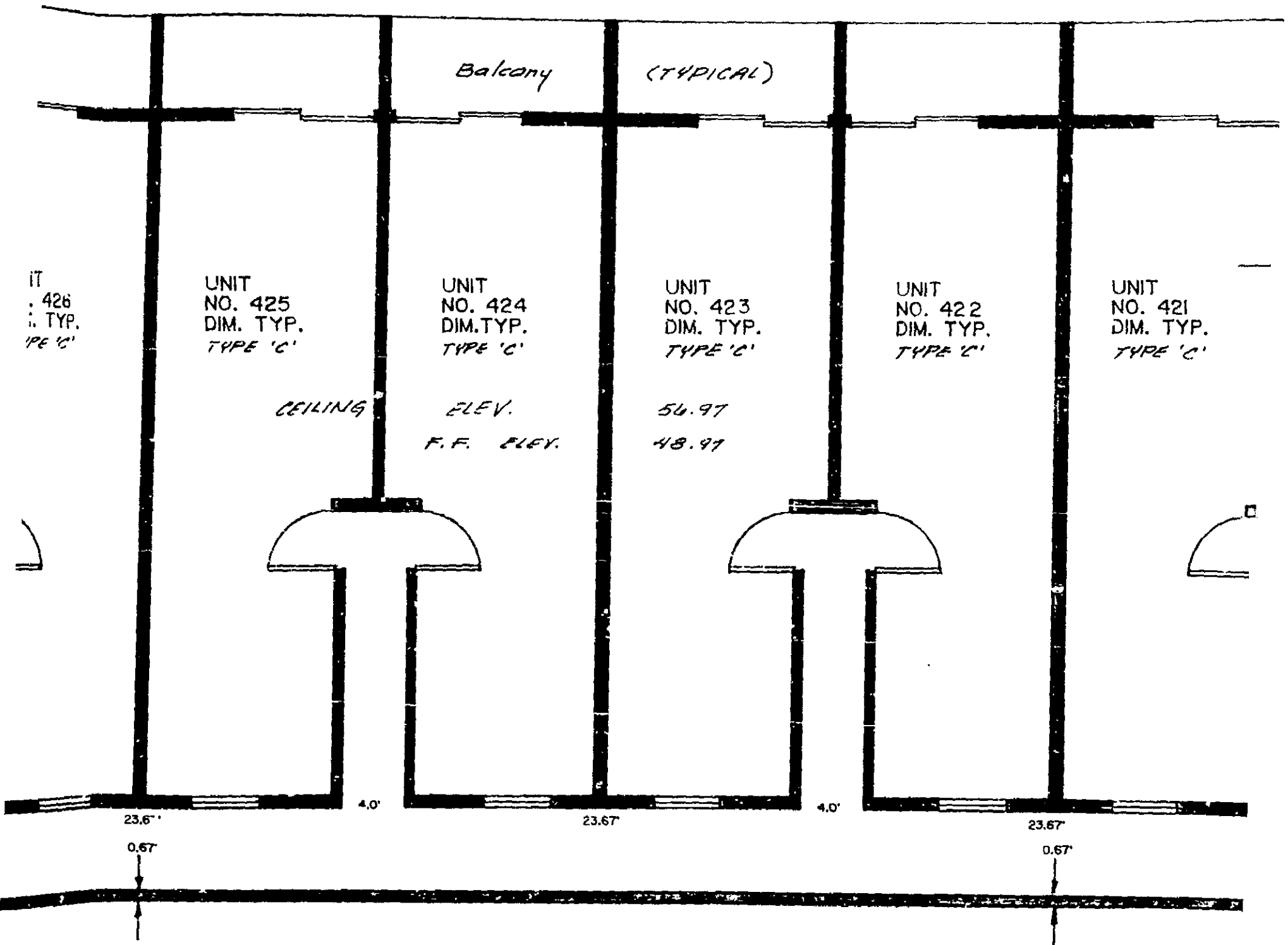
UNIT NO. 414
DIM. TYP.
TYPE 'B'

UNIT NO. 413
DIM. TYP.
TYPE 'B'

UNIT NO. 412
DIM. TYP.
TYPE 'B'

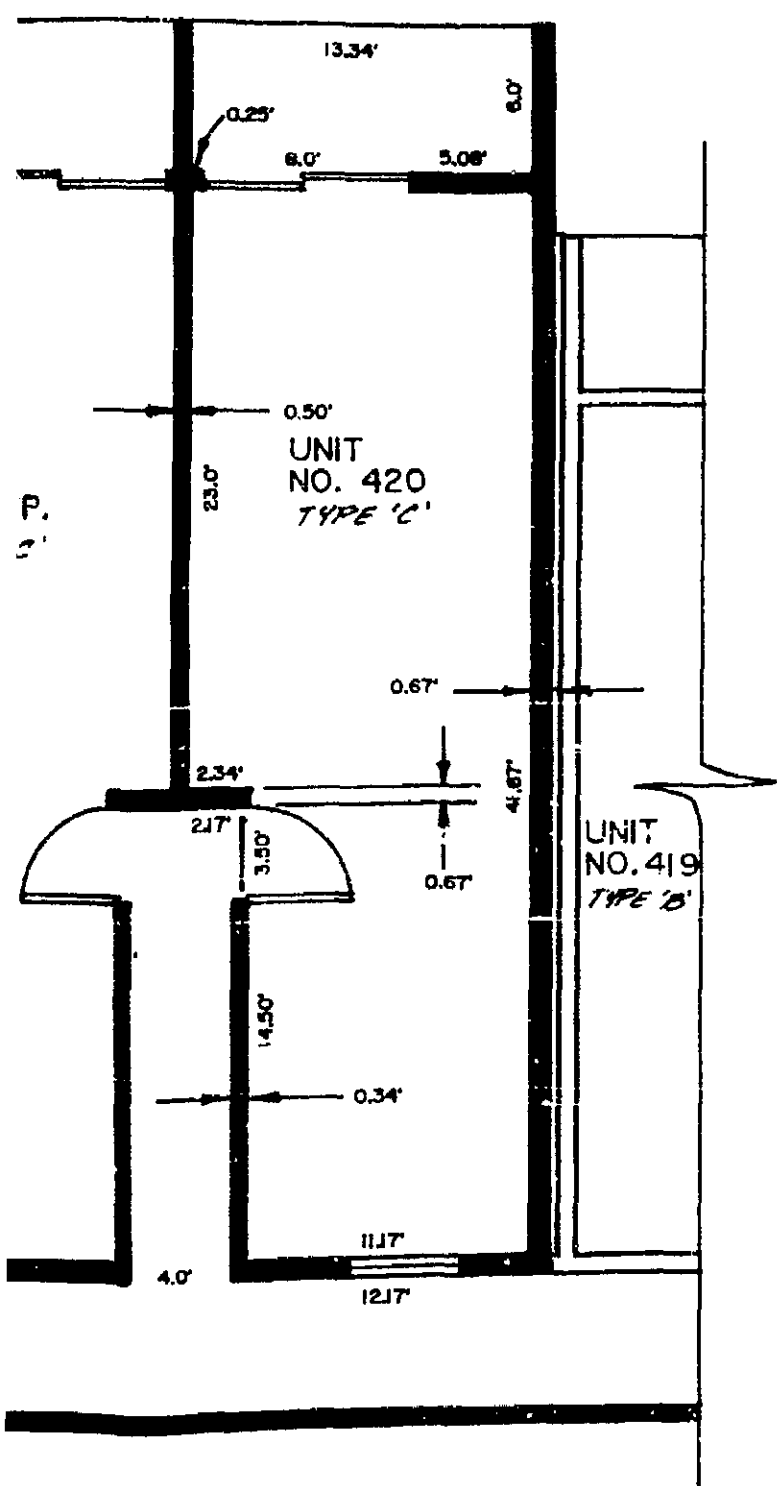
UNIT NO. 411
DIM. TYP.
TYPE 'A'

UNIT NO. 410
DIM. TYP.
TYPE 'A'

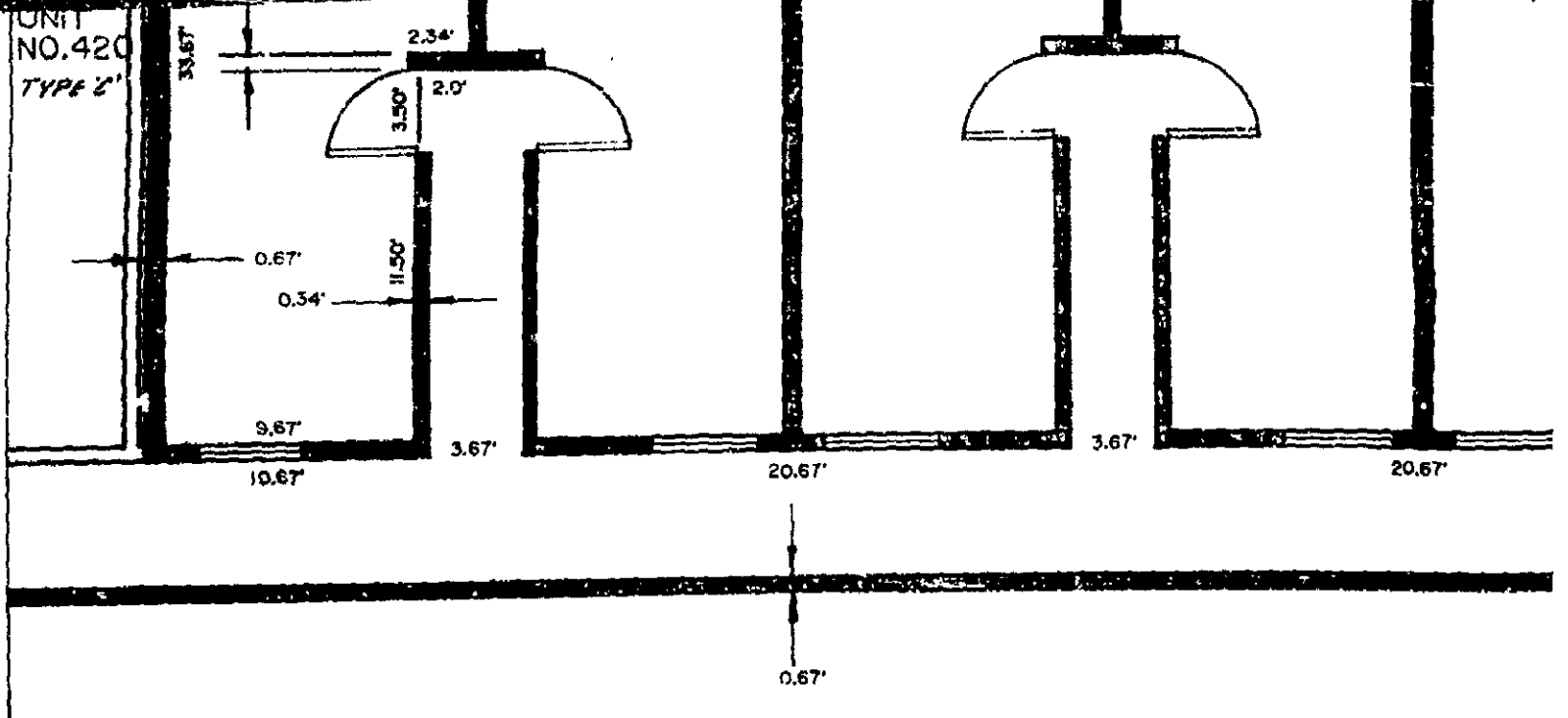


SHEET 8 OF 8

DEF 703 PAGE 404
REC

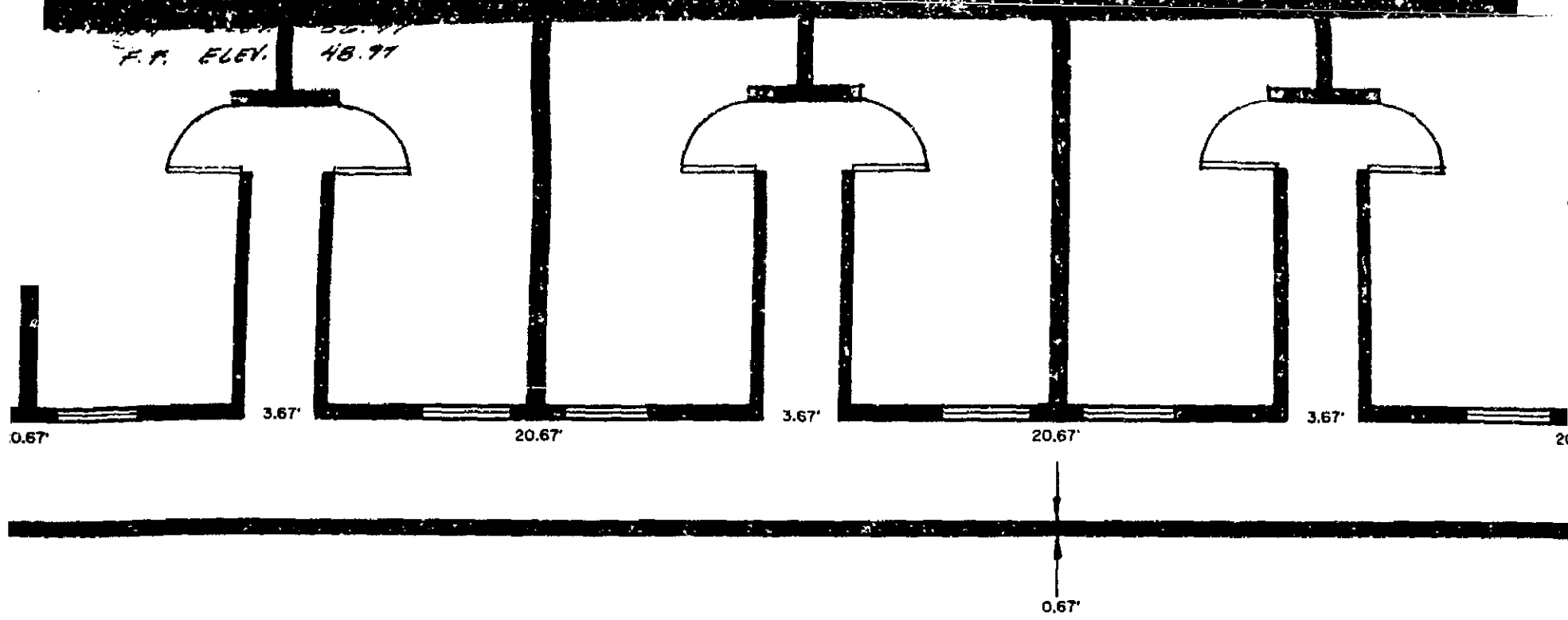


UNIT
NO. 420
TYPE 2'



1000
REC 703 PAGE 405

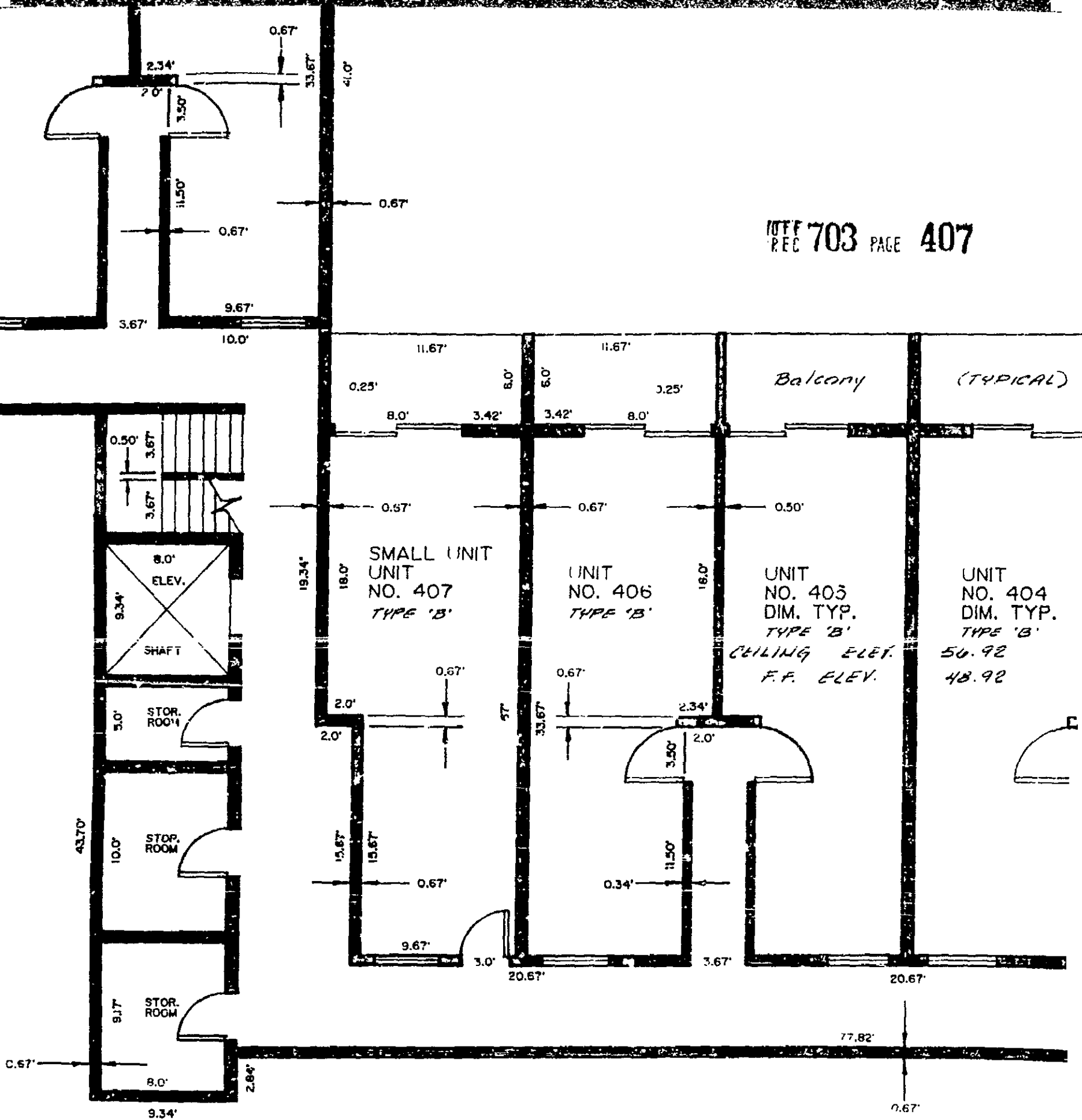
FORTH FLOOR PLAN



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REC

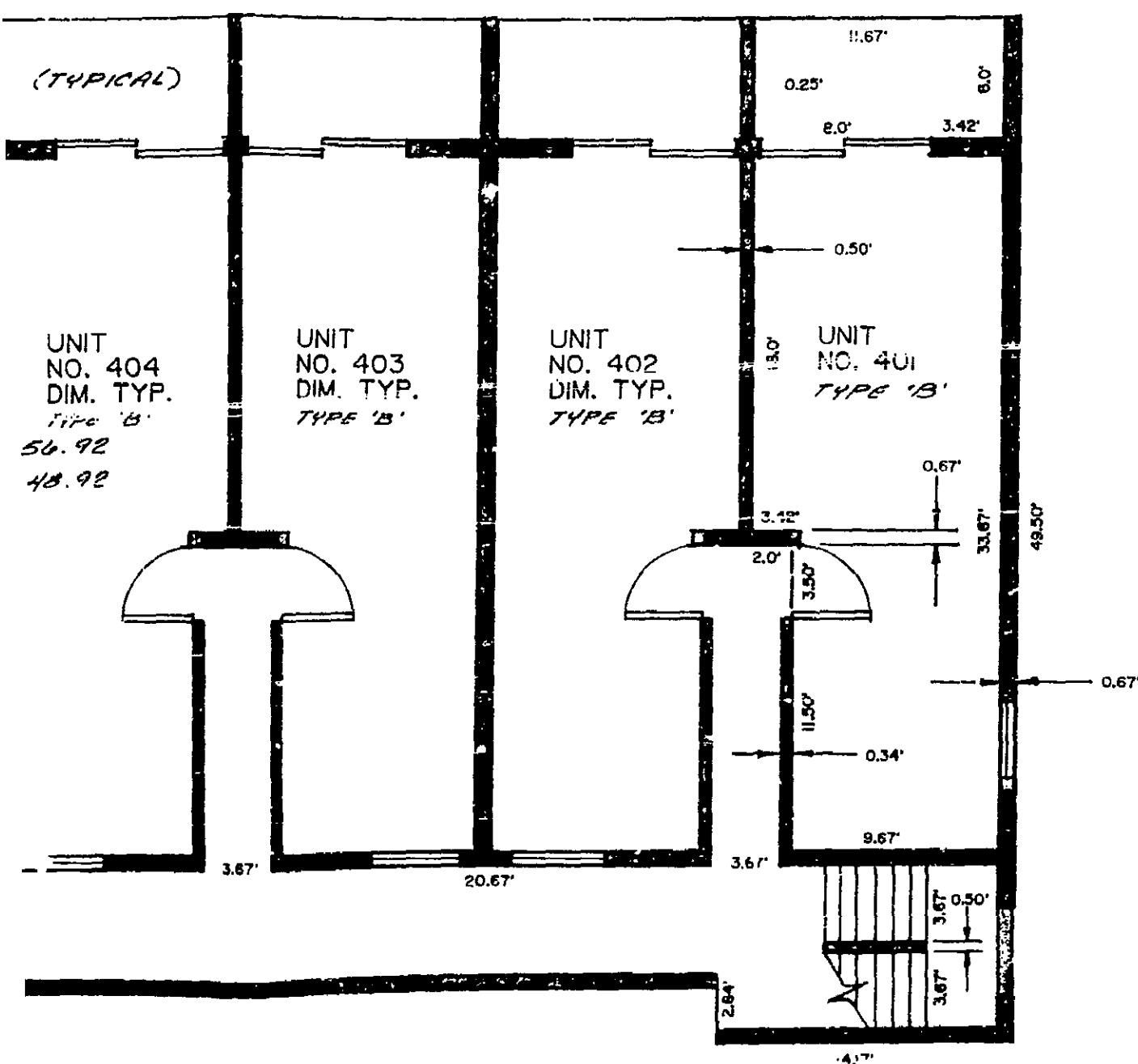
PLAN (TYPICAL UNITS B & C)

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1986 MAY -1 PM 2:55
Paul "Bud" Markel
CLERK OF CIRCUIT COURT

J. W. BROWN INC., LAND SURVEYOR 507 N.W. 60th STREET, SUITE 'D' GAINESVILLE, FLORIDA 32605 PH: (904) 376-3618	
Scale: 1/16" = 1'-0"	Drawn By: J. WADE
Date: 4/23/04	
PREPARED FOR: BEACHERS LODGE INC.	
3499-85	