

## DECLARATION

### **THE ESTUARIES CONDOMINIUM**

**120 Pantano Cay Boulevard  
St. Augustine, Florida 32080**

Submitted by

**MARSHVIEW DEVELOPMENT, LLC**  
a Florida Limited Liability Company

**DECLARATION OF CONDOMINIUM  
FOR  
THE ESTUARIES CONDOMINIUM**

THIS DECLARATION made as of the 26th day of January, 2007, by MARSIIVIEW DEVELOPMENT, LLC., a Florida limited liability company, hereinafter referred to as the "Developer", recites and provides:

- A. The Developer has constructed a fifty-six (56) unit condominium consisting of four (4) separate buildings upon its property in St. Augustine, St. Johns County County, Florida.
- B. The Developer wishes to subject the property to the covenants, restrictions, easements, charges and liens of this Declaration and to create a non-profit association with the power and duty of administering and enforcing the provisions of this Declaration

**DECLARATION:**

NOW THEREFORE, the Developer hereby submits to condominium ownership pursuant to Chapter 718, Florida Statutes as amended from time to time (the "Condominium Act"), the real property which consists of the property described on Exhibit A, and all improvements, equipment, furnishings and fixtures owned by the Developer which are located on the property and intended for the use and enjoyment of the Condominium (which together with the real property shall be known as the "Property").

The Property shall hereafter be subject to the provisions, restrictions, reservations, covenants, conditions and easements set forth in this Declaration of Condominium (the "Declaration"), all of which shall constitute covenants running with the land, binding upon the owners and lessees of any part of the Property, their heirs, successors and assigns forever.

**ARTICLE I  
DEFINITIONS**

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms which apply only to one article are defined the first time they appear.

1.1 Articles. "Articles" are the Articles of Incorporation of the Association, which are attached as Exhibit B to this Declaration.

1.2 Assessment. "Assessment" means each Owner's share of the amount required for the payment of the Common Expenses. An Assessment may be either general or special as follows:

A. General Assessment. The "General Assessment" is the amount charged to each member to meet the Association's annual budgeted expenses, as described in para. 10.2.

B. Special Assessment. A "Special Assessment" may be charged to each Unit for capital improvements or emergency expenses, in accordance with the provisions of para. 10.3.

1.3 Association. "Association" is the Estuaries at Crescent Beach Condominium Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Condominium and enforcing the Declaration. The form of the Articles of Incorporation of the Association is attached as Exhibit "B" to this Declaration.

1.4 Board. "Board" is the Board of Directors of the Association.

1.5 Bylaws. "Bylaws" are the Bylaws of the Association. The form of the initial Bylaws, as proposed, is attached as Exhibit C to this Declaration.

1.6 Common Elements. "Common Elements" means all of the Property except the Units, and shall include but not be limited to:

A. The driveways, parking garages, open parking areas, a recreational and boat storage area, landscaped areas, elevators, sidewalks and stairwells. In addition there will be the following recreational and commonly used facilities:

1. One non-heated recreational pool, approximately 20 ft. by 40 ft. with an average depth of 4 ft. and a surrounding deck area approximately 50 ft. by 90 ft., each with a capacity of 20 people.

2. One clubhouse, approximately 32 ft. by 38 ft., with a capacity of 30 people.

3. Three Equipment Rooms in each Building with a capacity of 1 person each. The Equipment Rooms will house the lawn irrigation equipment, fire sprinkler equipment, telephone equipment, television cable equipment and elevator equipment.

B. All conduits, ducts, plumbing, wiring, utility areas, installations, apparatus and services which serve the various Units and all such facilities which serve the Common Elements, along with all necessary easements; and

C. All structural beams, posts and members within the Units and an easement of support in every portion of the Units which contributes to the support of each building; and

D. All easements for egress and ingress to, within and across the Property; and

E. All tangible personal property required for the maintenance and operation of this Condominium and for the common use and enjoyment of the Owners.

- 1.7 Common Expenses. "Common Expenses" mean:
- A. Expenses of administration, insurance, maintenance, operation, repair and replacement of Common Elements and of the portions of Units to be maintained by the Association, if any;
  - B. All costs incurred by the Association in the provision of services required by this Declaration or by the Condominium Act;
  - C. The costs of carrying out the powers and duties of the Association, including professional fees and expenses;
  - D. Expenses declared Common Expenses by any provision of this Declaration, the Bylaws or, to the extent permitted, by resolution of the Board; and
  - E. Any valid charge against the Property as a whole.
- 1.8 Common Surplus. "Common Surplus" means the excess of all receipts of the association, collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues on account of the common elements) over the common expenses.
- 1.9 Condominium. "Condominium" means the condominium regime created by this Declaration.
- 1.10 Declaration. "Declaration" is this Declaration of Condominium for The Estuaries Condominium.
- 1.11 Developer. The "Developer" is Marshview Development, L.L.C., a Florida limited liability company, its successors and assigns.
- 1.12 Limited Common Elements. "Limited Common Elements" means and refers to those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units. A balcony, patio, or parking garage designed for the private use of a particular Unit is a Limited Common Element.
- 1.13 Member. Each owner is a "Member" of the Association, as provided in Article V of this Declaration.
- 1.14 Mortgage. A "Mortgage" is a bona fide first mortgage held by a Mortgagee.
- 1.15 Mortgagee. A "Mortgagee" is any institutional lender which holds a bona fide first mortgage encumbering a Unit as security for the performance of an obligation. The term "institution lender" specifically includes a bank, savings and loan association, a mortgage lending



company, an insurance company, the Federal National Mortgage Association or similar agency and the Developer.

1.16 Owner. "Owner" is the record owner, whether one or more persons or entities, of a fee simple to any unit or a life estate. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.17 Property. "Property" means all of the property, real and personal, subjected to condominium ownership by this Declaration, as legally described and graphically depicted on Exhibit A.

1.18 Surface Water or Stormwater Management System. "Surface Water" or "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

1.19 Unit. "Unit" means a condominium unit in the Condominium as defined by the Condominium Act, subject to the following boundary description:

A. Upper Boundary. The upper horizontal boundary shall be the horizontal plane of the bottom of the undecorated finished ceiling.

B. The Lower Boundary. The lower horizontal boundary shall be the horizontal plane of the top of the undecorated finished floor.

C. Vertical Boundaries. The vertical boundaries shall be the undecorated finished interior of the walls bounding the unit.

D. Additional Elements. The Unit also shall include all doors serving only that Unit (including those which open to the Unit from the outside), windows and window apparatus door and window frames, sills and thresholds, sliding glass doors, hardware and locks, glasses, screens and screen supports. Any walls or partitions within the Unit which do not adjoin another Unit, the Common Elements or the outer portions of each building, shall be part of the Unit, except any part contributing to the support of each building and also except any conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units, the Common Elements or other portions of the Building.

E. Utilities. The Unit shall also include all lines, conduits and equipment for electricity, heating, air conditioning, water heating and other utilities serving only that Unit, wherever such utilities may be located.

F. Excluded Area. The Unit shall not include structural beams, posts and members or conduits, ducts, plumbing, wiring, utility areas, installations, apparatus and services which serve other Units or the Common Elements of each building. Each Unit shall be subject to easements for support in every portion of the Unit which contributes to the support of each building and easements for utility services to the various Units and the Common Elements.

## ARTICLE II DESCRIPTION OF CONDOMINIUM AND DEVELOPMENT

2.1 Name. The name of this Condominium is The Estuaries Condominium.

2.2 Description of the Property. The condominium consists of four (4) separate three-story buildings, whose respective addresses are as follows: 140 Pantano Cay Boulevard (Bldg. 1), 150 Pantano Cay Boulevard, St. Augustine, FL 32080 (Bldg. 2); 160 Pantano Cay Boulevard, St. Augustine, FL 32080 (Bldg. 3); and 170 Pantano Cay Boulevard, St. Augustine, FL 32080 (Bldg. 4), with the principal place of business of the Condominium at The Clubhouse, 120 Pantano Cay Boulevard, St. Augustine, FL 32080. There will be eleven (11) units in Bldg. 1, fifteen units (15) units in Bldg. 2, fifteen (15) units in Bldg. 3, and fifteen (15) units in Bldg. 4, for a total of fifty-six (56) units that will use facilities in common with the Condominium. The specific allocations and Unit types appear below.

<u>Allocation</u>					
<u>Unit Type/Sq. Ft.</u>	<u>Total No. of Units</u>	<u>Bldg 1 / 2 / 3 / 4</u>	<u>No. of Bedrms.</u>	<u>No. of Baths</u>	
A/ 1,650	24	6/6/6/6	3	2.0	
B/ 1,520	18	0/6/6/6	3	2.0	
C/ 1,556	9	0/3/3/3	3	2.0	
D/ 1,552	4	4/0/0/0	3	2.0	
E/ 3,036	1	1/0/0/0	3	3.0	

A survey and legal description of the unimproved Property is attached as Exhibit A-1 to this Declaration. The plot plan and the floor plans for the proposed residential condominium are attached as Exhibits A-2 and A-3 to this Declaration.

The date of completion of construction by the Developer of the Condominium is estimated to be July 31, 2007.

The condominium is being built so that the maximum number of units which use the facilities is fifty-six (56).

## ARTICLE III UNITS AND APPURTENANCES

3.1 Fee Ownership. Each Condominium Unit, together with all appurtenances, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, subject only to the provisions of this Declaration and the Condominium Act. Each Owner shall be entitled to exclusive possession of his Unit, subject to the provisions of this Declaration and the Condominium Act.

3.2 Identification. The fifty-six (56) Units submitted to Condominium ownership herein are identified in Exhibit A3. Units shall be legally conveyed by number and letter. No Unit may be subdivided into a smaller Unit, nor may any part of a Unit be sold separately.

3.3 Appurtenances. Each Condominium Unit shall include the following as appurtenances, which shall pass with that Unit whenever it is conveyed, whether or not such appurtenances are separately described.

A. Share of Common Elements. Each Unit shall have an equal undivided one-fifty-sixth interest in the Common Elements, Limited Common Elements and the Common Surplus, and shall bear an equal one-fifty-sixth (1/56) portion of the Common Expenses.

B. Membership in the Association. Ownership of a Unit shall entitle the Owner to membership in the Association and an equal interest with all other Owners in the funds and assets of the Association.

C. Easements. Each Unit shall have and is hereby granted, as an appurtenance, easements through or over all Common Elements (except Limited Common Elements) for ingress, egress and other uses as permitted by this Declaration.

#### ARTICLE IV COMMON ELEMENTS AND SERVICES

4.1 Title. The Common Elements are owned by the Unit Owners in undivided shares, as provided by the Condominium Act.

4.2 Grant of Easements. The Association shall have the right to give reasonable easements over, under, across or through the Common Elements for utilities or other purposes to the greatest extent permitted by the Condominium Act.

4.3 Maintenance. The Association shall be responsible for the management, control and improvement of the Common Elements and shall keep the Common Elements attractive, clean and in good repair. To the extent permitted by the Condominium Act, the Association may provide any other service approved by the Board, subject to any additional approvals required by the Condominium Act. To the extent permitted by the Condominium Act and, if approved by the Unit Owners, either by majority vote at a meeting or by written approval of a majority of the Unit

Owners, the association may maintain portions of all of the Units in a uniform fashion.

4.4 Management Contracts. The Association may contract with any party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. The cost of the contract shall be included within the General Assessment as applicable. The Association also may, but is not obligated to, act as agent for an owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association. The terms and conditions of all such contracts shall be at the discretion of the Board.

4.5 Capital Improvements; Additional Common Elements. The Association may make capital improvements to the Common Elements, may purchase additional property to be added to the Common Elements and may modify the uses of the Common Elements. Expenses for substantial capital improvements must be approved in accordance with Section 9.6 herein.

4.6 Damage or Destruction of Common Elements by Owner. If any Owner or any of his guests, tenants, licensees, agents, employees or members of his family damages any of the Common Elements as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage, the cost of which shall be the responsibility of the Owner.

4.7 Services. The Association, by vote of the Board of Directors, may provide various services for the benefit of all owners which may be provided more economically or efficiently on an Association basis, including without limitation, cable television services and pest control service. Except in an emergency, the Board shall give Owners at least thirty (30) days notice of its intent to enter into such a contract, and if a majority of the Owners notify the Association in writing that they oppose such a contract, the Board shall not enter into the contract. The cost of such service may be included in common expenses.

## ARTICLE V ASSOCIATION

5.1 Members. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Unit.

5.2 Exercise of Vote. When more than one person holds an interest in any Unit, all such persons shall be Members. However, the number of votes for that Unit shall not be increased, and the Members must determine among themselves how the Unit's vote may be exercised. Corporations, partnerships and other entities shall notify the Association of the natural person who shall be considered a Member of the Association and exercise its vote.

5.3 Additional Provisions. Additional provisions concerning the operation of the Association and the board are contained in the Articles and Bylaws. Operation of the Association is at all times subject to the provisions of the Condominium Act so that in the event of conflict between

the Declaration, Articles or Bylaws, the Condominium Act shall govern.

## ARTICLE VI BOARD OF DIRECTORS

6.1 Board's Responsibility. Except as specifically provided in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for operation of the Association, enforcement of this Declaration and care of the Common Elements.

6.2 Initial Composition. The Board shall initially consist of at least three persons who shall be originally appointed, as provided in the Articles.

6.3 Election by Owners; Developer. When unit owners other than the Developer own 15% or more of the units, the unit owners other than the Developer shall be entitled to elect no less than one-third of the Board's directors. Unit owners other than the Developer are entitled to elect not less than a majority of the Board's directors as set forth in Section 718.301 (1)(a) - (e) of the Condominium Act. The Developer shall select the remaining directors and shall have the right to select at least one director as long as the Developer holds for sale at least 5% of the Units in the ordinary course of business.

6.4 Voting Procedure. The Member representing each Unit shall have one vote for each seat to be filled. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

6.5 Removal. Any director, except those selected by the Developer, may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests. A special meeting of the Unit Owners to recall a director or directors may be called by 10% of the voting interests giving notice of the meeting as required in the Bylaws of the Association. The notice shall state the purpose of the meeting.

6.6 Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members.

6.7 Quorum. Voting at a Board meeting requires presence of at least one-half (50%) of the directors, in person or by telephone conference. If applicable law is changed to permit voting by proxy or any other fashion, such changes in the law shall automatically be included in the Declaration. If applicable law is changed to permit it, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

6.8 Open Meetings. Meetings of the Board shall be open to all Owners. Notice of all meetings shall be posted conspicuously on the Property at least 48 hours in advance, except in an

emergency. If Assessments are to be considered at the meeting, the notice shall describe the nature of the Assessments.

6.9 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by a Member.

## ARTICLE VII MEMBERS' MEETINGS

7.1 Decision Making by Owners. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Election of the Board of Directors.....	Section 6.3
Waiver of Adequate Reserves.....	Section 9.3
Approval of General Assessments when Increased 15%.....	Section 9.4
Ratification of Expenditures for Capital Improvements.....	Section 9.6
Repeal of Rules and Regulations adopted by Board.....	Section 12.10
Amendment of the Declaration.....	Section 13.1
Termination of the Declaration.....	Section 14.1
Purchase of Dissenting Owner's Units.....	Section 14.2

7.2 Calling Association Meetings. The Association shall call an annual meeting for the election of members of the Board and may call additional meetings for informational purposes or whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members.

7.3 Notice. Notice of all meetings must be given to members in accordance with Section 18.4 ("Notices"), the Bylaws and the Condominium Act. Notice of meetings shall be posted in at least one conspicuous place within the Common Elements.

7.4 Quorum. Voting at an Association meeting requires the presence of Members in person or by proxy representing the percentage of votes established by the Board as necessary to transact business. The Board may revise this percentage from time to time, but in no event shall the required percentage be less than 33% or more than 51%. If applicable law is changed to permit voting by telephone conference or any other fashion, such changes in the law shall automatically be included in this Declaration.

7.5 Action without a Meeting. Unit Owners may take action by written agreement without meetings on matters for which action by written agreement without meetings is expressly



allowed by this Declaration, the Bylaws of the Association or any statute that provides for such action.

## ARTICLE VIII MAINTENANCE, ALTERATION AND REPAIR

8.1 Association: The Association shall be responsible as follows:

A. The Association shall maintain, repair and replace as necessary all parts of the Common

Elements, all structural portions of the Limited Common Elements as originally constructed or as modified by the Association, the railings and deck surface or the balconies as originally constructed or as modified by the Association, and any other part of the Condominium which the Board determines shall be maintained, repaired or replaced by the Association, in accordance with uniform policies consistently applied.

B. The Association also shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system for which a permit encompassing the condominium property described in Section 2.2 of this Declaration has been issued by the St. Johns River Water Management District. Maintenance of the surface water or stormwater management systems(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. John's Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

C. The Association shall have access to each Unit and the Common Elements and Limited Common Elements as necessary for repair or maintenance of any Common Elements or Limited Common Elements, or when necessary to prevent damage to the Common Elements, Limited Common Elements, or to another Unit or Units, or for specific portions of the Limited Common Elements or a Unit to be maintained by the Association as provided by this Declaration.

D. The Association also shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter any portion of any Unit, the common elements or the limited common elements, which is part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall

alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

8.2 Owners. Each Owner shall keep all parts of his Unit and Limited Common Elements in good order and free from debris or hazards, shall maintain, repair and replace as necessary all parts of that Owner's Unit and Limited Common Elements (except any portion to be maintained by the Association) and shall be responsible for any damage to any other Unit, the Common Elements or Limited Common Elements or any other part of the building caused by his failure to maintain his Unit or otherwise arising out of any portion of his Unit required to be maintained by him. To prevent water collection and damage and to provide a uniform appearance, an Owner may not paint, carpet, tile, cover or otherwise modify the surface of the balcony or patio deck without the consent of the Association. Each Owner shall promptly report to the Association any defects or necessary repairs for which the Association is responsible.

8.3 Alteration and Improvements. An Owner shall not paint, decorate or otherwise change any portion of the Unit, Limited Common Elements or any other portion of the building which is visible from outside the Unit, without prior written approval of the Association provided however that any unit owner may display one portable, removable United States Flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet that represent the United States Army, Navy Air Force, Marine Corps, or Coast Guard, regardless. Neither an Owner nor the Association nor any other party shall do anything that will jeopardize the safety or soundness of the building or impair any of the easements established herein without first obtaining unanimous approval in writing of the Owners and Mortgagees of all Units affected by such work. A copy of plans for any such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the start of any work, and all work must be performed substantially in conformance with the approved plans.

8.4 Interpretation and Policies. The Association may make policies concerning Association and Owner responsibility for maintenance based on reasonable interpretations of this Article VIII, consistently applied.

## ARTICLE IX ASSOCIATION BUDGET

9.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

9.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies, the maintenance, operation and repair of the surface water or stormwater management system and other expenses for the rendering of



all services required or permitted under this Declaration. The budget shall also reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. Fees for professional management of the Association, legal counsel and other professional services may also be included in the budget.

9.3 Reserves. Unless waived by a majority vote of the Members in accordance with the Condominium Act, the Association shall build up and maintain adequate reserves, which shall be included in the budget and collected as part of the annual General Assessment. If the reserves are inadequate for any reason, including nonpayment of any member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.3 ("Special Assessment").

9.4 Preparation and Approval of Annual Budget.

A. Adoption. At least one month before the end of each fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the Budget. At least two weeks before the Board meeting at which the budget is to be considered, the Board shall send to each Member notice of the meeting and a copy of the Budget in reasonably itemized form, which shall include the amount of General Assessments payable by each member.

B. Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment, the Board shall conduct a special meeting of the Unit Owners to consider a Substitute Budget if, within 21 days after adoption of the Annual Budget, the Board receives a written request for a special meeting from at least 10 percent (10%) of all voting interests. The special meeting shall be conducted within 60 days after adoption of the Annual Budget. At least 14 days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. A Substitute Budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a Substitute Budget is not adopted, the Annual Budget previously adopted by the Board shall take effect as scheduled.

9.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under Section 9.4(b), shall not waive or release a Member's obligation to pay General Assessment whenever the amount of such assessments is finally determined. In the absence of any annual Association Budget each member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

9.6 Capital Improvements. Substantial capital improvements to the Common Elements (including the purchase of additional property, easements or other use rights) approved by the board must be ratified by the Members as follows:

A. Majority Vote. If the cost of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget, the capital improvement must be approved by majority vote of the Members.

B. Two-Thirds Vote. If the cost of the improvement is more than twenty percent (20%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than twenty-five percent (25%) of the Association's annual budget, the capital improvement must be approved by a two-thirds (2/3's) vote of the Members.

If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. Any repair or replacement of existing improvements shall not be considered a capital improvement.

9.7 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

## ARTICLE X COVENANTS FOR MAINTENANCE ASSESSMENTS

10.1 Obligation for Assessments. Each Unit is subject to Assessments by the Association for the improvement, maintenance and operation of the Condominium, including the management and administration of the Association, the maintenance and repair of the surface water and stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements, and other Common Expenses per this Declaration.

A. Each Owner of any Unit by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following to be known collectively as "Assessments":

i. General Assessments for expenses included in the budget. See generally Section 9.2.

ii. Special Assessments for the purposes provided in this Declaration, together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

B. The Developer, for each unit owned by Developer and being offered for sale, is excused from payment of assessments against those unsold units until such time as the Developer relinquishes control of the Association pursuant to Section 718.301 F.S., provided however that Developer hereby guarantees that monthly assessments against each Unit Owner will not exceed the amount of \$294.55 per month and that payment of all common expenses as they are due which are in excess of said amount shall be made by Developer until such control is relinquished.

10.2 General Assessments. The Board shall set the dates such assessments shall become due and may provide for collection of assessments monthly or, if allowed by statute, in quarterly, semiannual or annual installments.

10.3 Special Assessments. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

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A. Capital Improvements. Any substantial capital improvement which has been approved in accordance with Section 9.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

B. Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expenses which this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

#### 10.4 Effect of Nonpayment of Assessment; Remedies

A. Late Fees; Interest. Any Assessment not paid within (5) days after the due date shall bear interest at the highest rate allowed by law or at such lower rate as determined by the Board, and may be subject to a late fee as determined from time to time by the Board.

B. Personal Obligation. Any and all Assessments (whether General or Special), together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Unit Obligation") shall be the personal obligation of the person or entity who was the Owner of such Unit at the time when the assessment was levied, and of each subsequent Owner. Each Owner of a Unit, by acceptance or a deed or other transfer document, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the Assessments established or described in this Article.

C. Creation of Lien. The Unit Obligation shall be a continuing lien upon the Unit against which the Unit Obligation is made. This lien shall be in favor of the Association for the benefit of all Owners, which shall have all remedies available under the Act.

D. Foreclosure of Lien. The Association may bring an action at law against the Owner or Owners personally obligated to pay the Unit Obligation, or may foreclose the lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for any interest in any Unit foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

E. Owner's Acceptance. Each Owner, by acceptance of title to a Unit, hereby expressly vests in the Association the right and power to bring all actions against such owner personally for the collection of the Unit Obligation as a debt and to enforce the Unit Obligation by all methods available for the enforcement of liens, including foreclosure brought in the name of the Association in a like manner as foreclosure of a mortgage lien and all rights and remedies under the Condominium Act. Each Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Unit Obligation by abandonment of the Unit.

F. Subordination of the Lien to Mortgagees. The lien of the Unit Obligation shall be inferior and subordinate to the lien of any Mortgage now or hereafter placed upon the Unit only to the extent required by the Condominium Act.

G. Other Remedies. To the extent allowed by law, the Association may prohibit the leasing of a Unit for any period during which any part of the Unit Obligation remains unpaid.

10.5 Certificate of Payment. The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are owed by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid. The Association may charge a reasonable fee for this service.

## ARTICLE XI INSURANCE; CASUALTY; CONDEMNATION

### 11.1 Types of Coverage

A. Casualty Insurance. The Board shall obtain and maintain casualty insurance on that portion of the buildings and other improvements upon the Property for which the Association is responsible. All personal property included in the Common Elements, and such other parts of the Property as may be required by the Condominium Act or approved by the Board, subject to the provisions of the Condominium Act. To the extent reasonably available, such insurance shall provide extended coverage, vandalism, malicious mischief and windstorm endorsements for full replacement value.

B. Public Liability. The Board shall obtain appropriate public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property. All other owners of property within the Building shall be named as additional insureds. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners. The Board shall review limits of coverage once each year.

C. Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

D. Other Coverage. The Board shall obtain and maintain worker's compensation

insurance if and to the extent necessary to meet the requirements of law, any other type of insurance coverage required by law and such other insurance as the Board may determine or as may be requested from time to time by a majority of the Owners. The Board may agree to obtain additional insurance coverage to comply with the requirements of the Federal National Mortgage Association, other mortgagees or guarantors of mortgages, and so long as the stated mortgagee or guarantor has an interest in a Unit, the Association shall keep the agreed coverage in effect.

E. Owner's Personal Coverage. Owners are encouraged to obtain at their own expense additional insurance coverage for their Condominium Units, for their own personal property, the contents and portions of the Units for which they are responsible, including that maintained in all storage areas on the Property, and or personal liability. Unless required by statute, the Association insurance policy will not normally insure against damage to coverings for walls, ceilings and floors. In addition, the Association insurance policy may have a substantial deductible before coverage is available.

## 11.2 Association Rights and Responsibilities

A. Policies. The Association shall hold the master policies of all insurance coverage required or authorized to be obtained by the Association, and copies of all endorsements. A copy of each policy in effect shall be made available for inspection by Owners at reasonable times. If requested to do so by any Mortgagee, the Association shall provide evidence of payment and arrange for the issuance of a certificate of mortgagee endorsement.

B. Insurance Proceeds. All proceeds of insurance policies purchased by the Association shall be payable to the Association, which shall hold the proceeds in trust to be distributed as provided herein. The Association is irrevocably appointed agent for each Owner and for each Mortgagee to adjust all claims arising under insurance policies purchased by it and to execute and deliver releases upon the payment of claims.

C. Condemnation. If all or part of the Common Elements is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

## 11.3 Repair and Reconstruction after Casualty or Condemnation.

A. Responsibility. Unless the Condominium is terminated in accordance with paragraph D of this section, any damage to the Condominium resulting from fire or other casualty or from condemnation shall be promptly repaired substantially according to the specifications as they existed before the damage, unless the Association approves modification of the

design. The responsibility for reconstruction or repair after a casualty or condemnation shall be the same as for maintenance and repair of the Property generally.

**B. Common Property.** If fire or other casualty or condemnation damages or destroys any of the improvements on the Common Elements, the Board shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification approved by the Board. The Board shall obtain funds for such reconstruction first from the insurance or condemnation proceeds, then from reserves for the repair and replacement of such improvements, and then from any special assessments that may be necessary after exhaustion of insurance and reserves.

**C. Units.** Funds to repair casualty or condemnation damage for which the individual Owner is responsible shall be disbursed directly to that Owner unless there is a mortgagee endorsement as to any part of the insurance proceeds, in which event such insurance proceeds shall be disbursed jointly to the Owner and the mortgagee. All such disbursements shall be received in trust for use in the repair and replacement of the damaged Unit.

**D. Termination.** If a casualty loss or condemnation causes damage equal to more than one-half (1/2) of the total insurable value of the Condominium, this Condominium may be terminated by consent in writing of two-thirds (2/3) of the Unit Owners if such consent are collected within sixty (60) days of the loss.

## ARTICLE XII USE RESTRICTIONS

**12.1 Residential Use.** Each Unit shall be used as residential dwelling. An owner may conduct a legal business from his Unit so long as no traffic, noise or fumes are generated, the address of the business is not advertised, no signage is visible from outside the Unit, and the business is permitted by zoning.

**12.2 Common Elements.** The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners, tenants and guests.

**12.3 Signs.** No signs shall be displayed from a Unit or on the Common Elements except those which have advance written approval from the Association.

**12.4 Leasing.** Leasing of Units is permitted, subject to reasonable regulation by the Board. All leases shall have a lease term of at least thirty (30) days. The Board may exercise a right to approve or disapprove leases in accordance with the rules and regulations adopted in accordance with this Declaration, and may disapprove any leasing of a Unit while any portion of the Unit



Obligation is delinquent.

12.5 No Time Sharing. No time-share ownership of Units is permitted. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Unit under which the exclusive right of use, possession or occupancy of the Unit circulates among more than six individuals or married couples on a periodically reoccurring basis.

12.6 Nuisances; Other Improper Use.

A. Nuisances; Unlawful use. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate on any unit or Common Elements. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expenses of the Owner or the Association, whichever shall have the obligation to maintain or repair the affected portion of the Condominium.

B. Insurance. Nothing shall be done or kept on any unit or the Common Elements which will increase the rate of, or result in cancellation of, insurance for the Condominium or an other Unit, or the contents thereof, without the prior written consent of the Association.

C. Soliciting. No soliciting will be allowed at any time within the Condominium.

12.7 Pets. Pets may be kept by an Owner in his Unit but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. Owners shall be responsible for any damage, destruction or additional maintenance resulting from their pet or their tenant's, guest's or licensee's pet. The Association reserves the right to regulate the number and size of pets; to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Common Elements where pets may be walked and to prohibit pets in other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

12.8 Attractiveness and Safety of Units.

A. Owner's Responsibility. Each Owner shall keep all parts of his Unit in good order and repair and free from debris.

B. Clotheslines; Railings. No clothesline, rack or other clothes-drying apparatus shall be permitted in any part of a Unit where it may be visible from the Common Elements or outside the Building. Towels and other items are not permitted on the balcony railings.

C. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Board.



D. Fuel Storage Tanks; Flammables. No fuel, flammables or gas storage tanks may be permitted on any Unit, except that an Owner may keep and maintain a small gas tank for gas barbecues and fireplaces in an area on his Unit specifically approved by the Board.

12.9 Rules and Regulations. The Board may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Units, Common Elements and any facilities or services made available to the Owners. Rules and regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by a least 10% of the Members, an Association meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members. A copy of the Rules and Regulations adopted from time to time shall be furnished to each Owner.

12.10 Enforcement.

A. Owner's Responsibility. Each Owner, family members of Owner and Owner's guests and tenants shall conform and abide by the covenants contained in this Declaration and any Rules and Regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

B. Notice; Hearings and Fines. Any Owner who is believed to be in violation of the covenants contained in this Declaration and any Rules and Regulations which may be adopted from time to time by the Board shall be given notice and an opportunity to be heard before imposition of a fine or other penalty or restriction. At the hearing, the party against whom the fine or other penalty is to be imposed shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. Said hearing shall be held before a committee of other unit owners, and if the committee does not agree with the fine, the fine may not be levied. No fine may exceed \$100 per violation or \$1,000 in the aggregate.

C. Tenant Violations. If a tenant is believed to be in violation of the Covenants or Rules and Regulations, a committee of other unit owners shall notify the Owner and said tenant and shall provide an opportunity for a hearing before said committee. If the committee determines after notice and opportunity for hearing that a tenant has violated the Covenants or Rules and Regulations, it may assess fines against the Owner as provided in paragraph B. In addition, if the violation continues for ten (10) days after notice to the Owner of the committee's findings, or if the tenant materially violates the Covenants or Rules more than once in any one-year period, the Association, by a two-thirds (2/3) vote of the Board, shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner. Any

Owner whose tenant or tenants (whether under one lease or different leases) violate the Covenants or Rules and Regulations three times in any one-year period may be prohibited from further leasing of his Unit for a period of up to one year.

D. Pets. After notice and hearing, a committee of other unit owners may find that a pet causes an unsafe condition or unreasonable disturbance or annoyance as provided in Section 12.7 and may require the Owner or tenant to take steps to cure or limit the offensive condition. If such steps are ineffective, if the Owner or tenant fails to cooperate or if the pet is considered to create an unsafe condition, the committee may require that an Owner or tenant permanently remove the pet from the Condominium.

E. Additional Remedies. Additional remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants and Rules and Regulations, as described in Section 18.3(B)

12.11 Parking Garage. Each unit owner shall be assigned the exclusive use of one parking garage at the time of entering into a Condominium Purchase Agreement on the appropriate form attached to said Agreement (Attachment 4 and 4A to the Prospectus.) Each unit owner has the right to assign or lease said parking garage to a duly authorized tenant or to any other unit owner, or said other unit owner's duly authorized tenant, provided that (a) the Board is notified in writing of the effective date of any such assignment or lease and the names of the parties thereto; and (b) that said assignment or lease does not relieve the original unit owner from responsibility for paying its pro rata share of all assessments allocated to the exclusive use of said parking garage which may be imposed by the Association in accordance with this Declaration. The Board reserves the right to establish such other rules and regulations pertaining to the assignment or lease of parking garages adopted in accordance with this Declaration.

### ARTICLE XIII AMENDMENTS TO THE DECLARATION

#### 13.1 Method of Amendment.

A. Generally. Except as specifically provided otherwise, this Declaration may be amended at any time by consent in writing of Members holding two-thirds (2/3) of the total voting power of the Association. After adoption of any such amendment, the president and secretary of the Association shall execute a certificate meeting the requirements of the Condominium Act.

B. By Board. The Board by majority vote may amend this Declaration without the consent or joinder of any party (1) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages; (2) to conform to the requirements of institutional mortgage

lenders or title insurance companies; or (3) to correct errors or to clarify any provision of this Declaration.

C. Surface water or stormwater management system. Any amendments which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District.

D. Unit Shares. No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to this unit or change the proportion or percentage by which the unit owner shares the common expenses of the condominium unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units in the same condominium approve the amendment.

E. Effect. Any Amendment adopted in accordance with this Article shall be effective upon recordation in the public records of St. Johns County, Florida.

13.2 Consent of Mortgagees. This declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by a mortgage on a Unit. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be effective as against any mortgagee without the prior written consent of Mortgagees holding a lien on two-thirds (2/3) or more of all units encumbered by a mortgage. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt thereof shall be deemed given for purposes hereof. This section shall not be construed as a limitation upon the rights of the Association or the Owners to make amendments which do not adversely affect the Mortgagees.

#### ARTICLE XIV TERMINATION

14.1 Termination. The Condominium may be terminated in any of the following ways:

A. Destruction. If following casualty or condemnation it is determined in accordance with section 11.3(D) that the improvements will not be reconstructed, the Condominium will be thereby terminated.

B. Agreement. The Condominium may be terminated at any time by the approval in writing of all the Owners and Mortgagees.

C. Purchase of Dissenting Owner's Units. The Condominium may be terminated by agreement of two-thirds (2/3) of the Unit Owners and purchase of the dissenting Owner's Units, in accordance with Section 14.2.

14.2 Purchase of Dissenting Owner's Units.

A. Approval. If Members holding a majority of votes in the Association desire termination, they may make a written request to the President of the Association for a meeting of the Members to consider termination. Notice of the meeting shall be furnished as provided in the Bylaws. If the termination is approved at the meeting by a vote of not less than two-thirds (2/3) of the Owners, the approving Owners shall have an option to buy all (but not less than all) of the Units of the non-approving Owners for the period ending ninety (90) days after the date of the meeting. Approval of termination by an Owner at such a meeting shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be permanently irrevocable.

B. Exercise of the Option. The purchase option shall be exercised by delivery of the following instruments in person or by registered mail to each Owner of the Units to be purchased:

1. A certificate executed by the president and secretary of the Association certifying that the motion to terminate the Condominium was approved in accordance with this Article and that the option to purchase is being exercised as to all Units owned by dissenting Owners. The certificate shall state the names of the Owners exercising the option, the Units owned by them, and the Units being purchased by each of them.
2. An agreement to purchase the Unit of the Owner receiving the notice, upon the terms provided in this Article, signed by the purchasing Owner or Owners.

C. Price. The price for each Unit purchased pursuant to this Article shall be its fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the exercise of the option. In the absence of agreement, the price shall be determined by arbitration in accordance with Article XIV ("Arbitration"), except that the arbitrators shall be two MAI-certified real estate appraisers appointed by the American Arbitration Association. If the appraisers cannot reach agreement upon the market value of the Condominium Unit, then the market value shall be the average of the values reached by the two appraisers. The expense of the arbitration shall be paid by the purchaser.

D. Closing. The sale price shall be paid in cash or upon terms approved by the seller, and the sale shall be closed within thirty (30) days following the determination of the sale price. A judgment of specific performance of the purchase based upon the agreed sales

price or determination of the arbitrators may be entered in any court of competent jurisdiction. The closing of the purchase of all of the Units subject to the option shall terminate the Condominium without further act except the filing of the certificate described in Section 14.3.

E. Limitation. If necessary for this section's validity under the Rule Against Perpetuities (Section 689.22 of the Florida Statutes) or similar law, this option shall expire 90 years from the recording of this Declaration, or 21 years from the death of the last lineal descendent of the original purchasers of Units who was alive at the time of recording of this Declaration, or whatever greater time period allowed by law.

14.3 Certificate. The termination of the Condominium in any of the ways described in this Article shall be evidenced by a certificate of the Association executed by the president and secretary in the same manner as for an amendment of this Declaration. The termination shall become effective upon recording of the certificate in the public records of St. Johns County, Florida.

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14.4 Shares of Owners after Termination. After termination of the Condominium, the Owners shall own the Property and all assets of the Association, including the right to insurance proceeds, if any, as tenants in common in undivided shares. The undivided share assigned to each Unit shall be based on the fair market value of the Unit, relative to the other Units in the Condominium, immediately prior to the termination and any casualty or other event precipitating the termination. Relative fair market value shall be determined by an MAI-certified real estate appraiser selected by the Board. Owners' respective Mortgages and liens shall have Mortgages and liens upon the respective undivided shares of the Owners. Following termination, any Owner may request distribution to him of his proportionate share of all liquid assets of the Association, but Owners shall not have the right to partition the Property and, by their acceptance of their Units under this Declaration, shall be deemed to have waived such right to partition.

#### **ARTICLE XV ARBITRATION**

Prior to the institution of court litigation arising out of a dispute between two or more parties, as defined by Section 718.1255(1) of the Florida Statutes, the parties to said dispute shall submit to mandatory nonbinding arbitration as defined by Section 718.1255(4) of the Florida Statutes.

#### **ARTICLE XVI REGISTER OF OWNERS AND MORTGAGEES; RIGHTS OF MORTGAGEES**

16.1 Register of Owners and Mortgagees. The Association shall at all times maintain a register with the names and addresses of all owners and Mortgagees. Upon the sale or transfer of any Unit to a third party, the transferee shall notify the Association in writing of his interest in the Unit together with the recording information for the instrument by which such transferee acquired his interest. In addition, each owner shall notify the Association of any Mortgage encumbering his Unit, stating the amount of such mortgage, the Mortgagee's name and address and the recording information for the Mortgage instrument. Any mortgagee may also notify the Association directly of the existence of its Mortgage lien on a Unit, and upon receipt of such notice, the Association shall register all pertinent information pertaining to it.

16.2 Mortgagees' Rights. In addition to the rights stated in this Declaration or as required by the Condominium Act, any registered Mortgagee may, upon written request to the Association:

- A. Be furnished a copy of the most recent financial statement and annual report of the Association;
- B. Be given written notice by the Association of the call of a meeting of the membership to be held for the purpose of considering any proposed amendment to the Declaration, Articles or Bylaws;



- C. Be given notice of any default of sixty (60) days or more in the payment of Assessments with respect to the Unit encumbered by the Mortgage;
- D. Be given an endorsement or certificate evidencing the insurance coverage maintained on the Property by the Association, reflecting the Mortgagee's interest therein, and requiring that the Mortgagee be given notice of any cancellation of that insurance coverage;
- E. Be permitted to examine the books and records of the Association upon reasonable notice during ordinary business hours;
- F. Be provided current copies of the Declaration, Articles, Bylaws and Rules and Regulations concerning the Property, upon payment to the Association of its cost of copying such documents;
- G. Be given written notice of any casualty loss, condemnation or eminent domain proceedings which affect a material portion of the Common Elements, or the Unit encumbered by the Mortgagee's lien; and
- H. Be given written notice of any pending proposal to terminate the Condominium, or any proposed amendment to the Declaration, Articles or Bylaws which requires consent of a specified percentage of mortgage holders.

#### ARTICLE XVII DEVELOPER'S RIGHTS AND PRIVILEGES

17.1 Right to Own and Sell. Notwithstanding any other provision of this Declaration, the Developer is irrevocably empowered to sell Units to any person or entity approved by it. The developer shall have the right to transact on the property any business necessary to accomplish the sale, lease or rental of Units, including but not limited to the right to maintain models, have signs, maintain an office and employees on the Property and use the Common Elements. A sales and rental office, model Units, signs and all items pertaining to sale and rentals shall not be considered Common Elements but shall remain the property of the Developer.

17.2 Rights to Change, Divide or Combine Units. The developer may elect to change the interior design and arrangement of Units, make adjustments in the exterior design and footprint of the Buildings and divide or combine one or more units or portions of Units prior to the sale of such Units by the Developer, provided an amendment to this Declaration is first approved, executed and recorded in the manner described in Article XIII ("Amendments to Declaration"), and in compliance with the Condominium Act. The amended Declaration shall also provide that the shares of the Common Elements, Expenses and Surplus applicable to such Unit or Units shall be increased or decreased so that the resulting Unit or Units have shares allocated in the same manner as shares allocated to all other Units in the Condominium.

17.3 Prohibited Actions. So long as the Developer is the owner of record title to any unit held for sale in the ordinary course of business, the following actions require approval in writing from the Developer;

- A. Assessment of the Developer as Unit Owner for capital improvements, or
- B. Any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in Assessment without discrimination against the Developer shall not be deemed detrimental.

### ARTICLE XVIII GENERAL PROVISIONS

18.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of a residential condominium of the highest quality. In the event of a conflict between this Declaration and the Articles or Bylaws, this declaration shall govern. If the Articles and Bylaws conflict, the Articles shall govern.

18.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

18.3 Compliance with Declaration; Enforcement.

A. Owner's Responsibility. Each Owner, family members of Owner and Owner's guests and tenants shall conform and abide by this declaration and any rules and regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring that all persons using that Owner's Unit by, through or under him, so comply.

B. Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Developer or any owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

C. Surfacewater and Stormwater Management Systems. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.



D. No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so any time thereafter.

E. Associations' Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provision of this Declaration, whether or not suit is brought, shall be charged to the owner against whom such action was taken.

18.4 Notices. Unless otherwise stated herein, any notice required to be sent to the Owner of any Unit under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Unit and, if different, the last known address of the person who appears as Owner of such Unit as that address is stated on the records of the Association at the time of such mailing.

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18.5 Governing Law. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed as of the day and year written above.

WITNESSES:

Carolyn Herman  
Print: Carolyn Herman

Benjamin M. Rubin  
Print: Benjamin M. Rubin

Marshview Development, LLC.  
A Florida limited liability company

Marsh Cay, Inc.  
Its Managing Member

By: Frederick W. Carlson  
Frederick W. Carlson

STATE OF FLORIDA)  
COUNTY OF DUVAL) ss:

The foregoing Declaration was acknowledged before me this 21<sup>st</sup> day of January, 2007 by Frederick W. Carlson, Vice-President, Marsh Cay, Inc., Managing Member of Marshview Development, LLC, who is personally known to me.

Carolyn Herman  
Carolyn Herman  
Notary Public, State of Florida



**CONSENT AND JOINDER OF MORTGAGEE  
TO  
DECLARATION  
FOR  
THE ESTUARIES CONDOMINIUM**

Ironstone Bank, 4300 San Pablo Rd., Jacksonville, FL 32224, and holder of a mortgage encumbering the land described in Exhibit A attached to the Declaration of The Estuaries Condominium (mortgagee), which mortgage is recorded in Bk 2280, Pg. 151, Official Records, St. Johns County, Florida, does hereby consent to and join in the execution and recording of the said Declaration.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Section 781.104(4)(m) of the Florida Statutes.

Executed this 18<sup>th</sup> day of January, 2005.

WITNESSES:

IRONSTONE BANK

Sign: [Signature]  
Print Name: Angelisa Jones-Wood

BY: [Signature]  
TITLE: VICE PRESIDENT

Sign: [Signature]  
Print Name: Kim Steeg

State of Florida)  
County of Duval) ss:

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of January, 2005 by Todd Baker who is personally known to me or who has provided the following as identification:

[Signature]  
Notary Public Angelisa Jones-Wood  
State of Florida



JAN 19 2005 02:57

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Public Record

# **SURVEYOR'S CERTIFICATE**

## **THE ESTUARIES CONDOMINIUM**

The undersigned surveyor, who is certified to practice in the State of Florida, hereby certifies as follows in accordance with Section 718.104(4)(c) of the Florida Statutes:

1. All planned improvements to 140 Pantano Cay Boulevard (11 units numbered 1101 - 1304), 150 Pantano Cay Boulevard (15 units numbered 2101 - 2305 ), including, but not limited to landscaping, utilities, access to the units and all the common elements and facilities servicing these Buildings (the "Buildings") as described in Exhibit A of the Declaration of The Estuaries Condominium have been substantially completed.
2. The graphic material (survey, plot plan and floor plans) together with the provisions of the Declaration describing the Condominium relative to these Buildings is an accurate representation of the location and dimensions of the improvements to these Buildings.
3. The identification, location and dimensions of the common elements, limited common elements, and each unit can be determined from these materials.
4. The survey (Exhibit A of the Declaration of The Estuaries Condominium) meets the minimum technical standards of FBPLS.

Sign: 

Print Name: ALBERT D. BRADSHAW

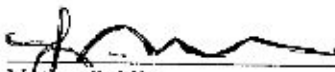
Registered Land Surveyor No.: 9257

State of Florida

Seal:

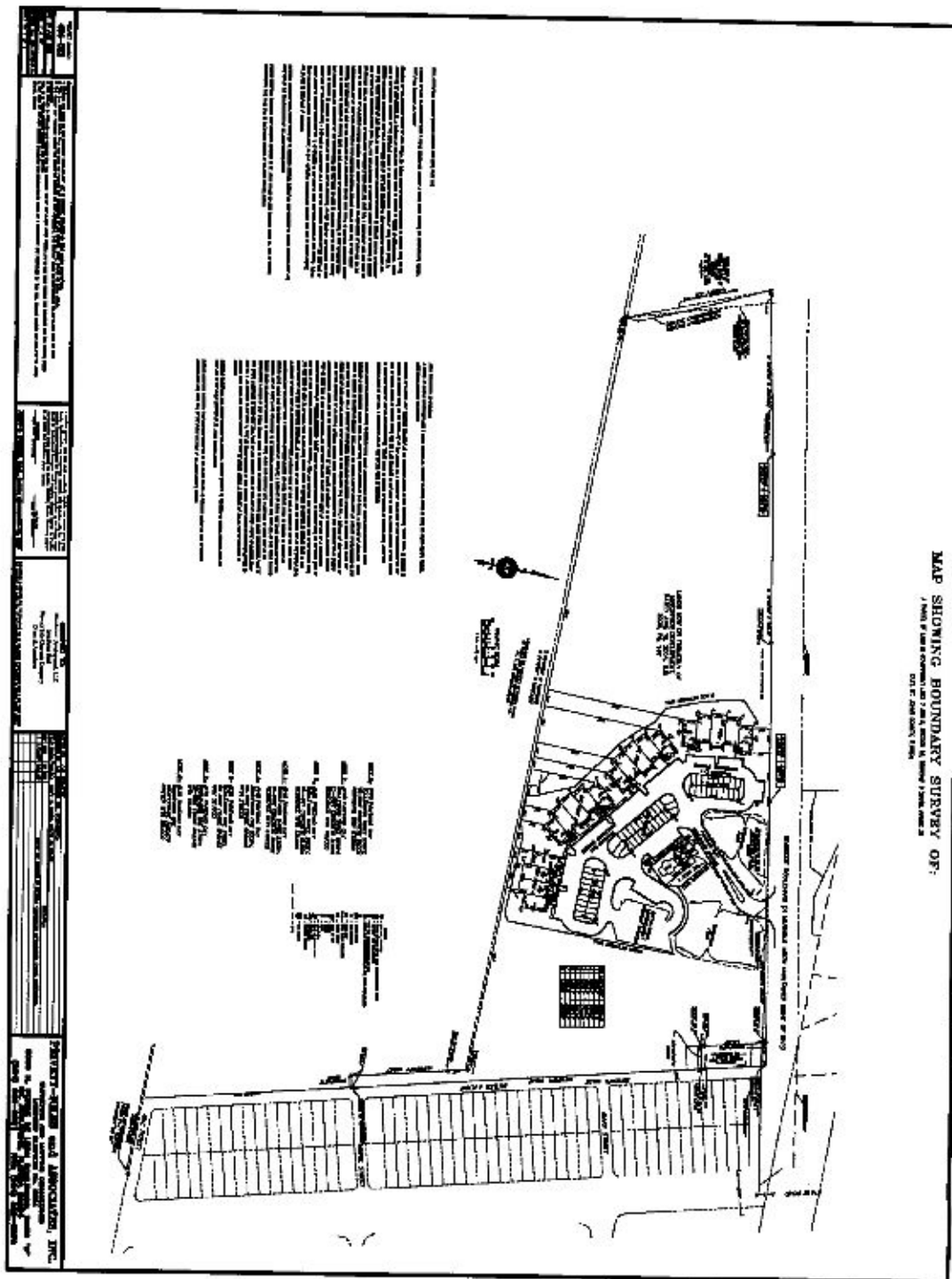
State of Florida  
County of St. Johns)

The foregoing instrument was acknowledged before me this 20th day of January, 2007 by Albert D. Bradshaw who is personally known to me or who has provided the following as identification: N/A.

  
Notary Public  
State of Florida



Loretta Nerbonne  
Commission # 90354757  
Expires: SEP. 13, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.



SURVEY  
EXHIBIT A ✓

LEGAL DESCRIPTION FURNISHED (OFFICIAL RECORDS BOOK 2230, PAGE 147)

A PARCEL OF LAND IN CONVEYMENT LOTS 7 AND 8, SECTION 22, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST, ON THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 168.44 FEET; THENCE NORTH 15 DEGREES 52 MINUTES 00 SECONDS WEST, 454.73 FEET TO THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF THE HERETO DESCRIBED PARCEL OF LAND; THENCE SOUTH 74 DEGREES 00 MINUTES 00 SECONDS WEST ON A NORTHERLY LINE OF THAT LAND DESCRIBED IN DEED RECORDED IN DEED BOOK 244, PAGE 525, PUBLIC RECORDS OF SAID COUNTY 25 FEB., 1992; THENCE NORTH 15 DEGREES 52 MINUTES 00 SECONDS WEST ON AN EASTERLY LINE OF SAID LAND DESCRIBED IN DEED BOOK 244, PAGE 525, A DISTANCE OF 255.97 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 00 SECONDS WEST, ON A NORTH LINE OF SAID LANDS DESCRIBED IN DEED BOOK 244, PAGE 525, A DISTANCE OF 168.3 FEET MORE OR LESS TO THE CENTER OF AN EXISTING MOSQUITO CONTROL DITCH; THENCE NORTHWESTERLY ON SAID CENTER OF DITCH AND ON THE NORTHWESTERLY LINE OF THAT LAND DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 523, OF SAID PUBLIC RECORDS, 322 FEET MORE OR LESS TO THE SOUTH LINE OF A NOW EXISTING COUNTY ROAD KNOWN AS RIVERSIDE BOULEVARD; THENCE NORTH 76 DEGREES 18 MINUTES 00 SECONDS EAST, ON THE SOUTH LINE OF SAID RIVERSIDE BOULEVARD, 25 FEET SOUTHWESTERLY FROM AND PARALLEL WITH THE CENTER LINE OF THE EXISTING ROAD, 358 FEET MORE OR LESS TO AN ANGLE POINT IN SAID ROAD; THENCE NORTH 77 DEGREES 58 MINUTES 00 SECONDS EAST ON SAID SOUTH LINE OF BOULEVARD, 25 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE EXISTING ROAD, A DISTANCE OF 1,337.69 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF BUTLER AVENUE IN BUTLER'S BEACH UNIT NO. 1, AS RECORDED IN MAP BOOK 6, PAGE 22, PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 15 DEGREES 52 MINUTES 00 SECONDS EAST, ON SAID NORTHERLY EXTENSION AND ON SAID WEST LINE OF BUTLER AVENUE, 809.33 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO ANASTASIA SANITARY DISTRICT BY DEED RECORDED IN OFFICIAL RECORDS BOOK 498, PAGE 484 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

FURTHER EXCEPTING THEREFROM THAT PROPERTY CONVEYED TO ST. JOHNS COUNTY BY DEED RECORDED MARCH 12, 1991 BY OFFICIAL RECORDS BOOK 887, PAGE 864, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

LEGAL DESCRIPTION  
EXHIBIT A



## LEGAL DESCRIPTION: BY SURVEYOR

A PARCEL OF LAND IN GOVERNMENT LOTS 7 AND 8, SECTION 22, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"x4" CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE SOUTH 88 DEGREES 52 MINUTES 58 SECONDS WEST, ON THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 169.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF BUTLER AVENUE OF BUTLER'S BEACH UNIT NO. 1, AS RECORDED IN MAP BOOK 8, PAGE 22, PUBLIC RECORDS OF SAID COUNTY (A 25.00 WIDE RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 15 DEGREES 52 MINUTES 00 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 454.73 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 74 DEGREES 08 MINUTES 00 SECONDS WEST, ALONG THE NORTHERLY LINE OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN DEED RECORDED IN DEED BOOK 244, PAGE 525, PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 25.00 FEET; THENCE NORTH 15 DEGREES 52 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LANDS AS INTENDED TO BE DESCRIBED IN SAID DEED BOOK 244, PAGE 525, A DISTANCE OF 255.97 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 10 SECONDS WEST, ALONG THE NORTH LINE OF SAID LANDS AS INTENDED TO BE DESCRIBED IN SAID DEED BOOK 244, PAGE 525, A DISTANCE OF 1882 FEET MORE OR LESS TO THE CENTERLINE OF AN EXISTING MOSQUITO CONTROL DITCH; THENCE NORTHWESTERLY ON SAID CENTERLINE OF AN EXISTING MOSQUITO CONTROL DITCH AND ON THE NORTHEASTERLY LINE OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 85, PAGE 523, OF SAID PUBLIC RECORDS, 323 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF A NOW EXISTING COUNTY ROAD KNOWN AS RIVERSIDE BOULEVARD; THENCE NORTH 78 DEGREES 18 MINUTES 00 SECONDS EAST, ON THE SOUTH RIGHT OF WAY LINE OF SAID RIVERSIDE BOULEVARD, 25.00 FEET SOUTHERLY FROM AND PARALLEL WITH THE CENTER LINE OF THE EXISTING ROAD, 358 FEET MORE OR LESS TO AN ANGLE POINT IN SAID ROAD; THENCE NORTH 77 DEGREES 58 MINUTES 00 SECONDS EAST ON SAID SOUTH RIGHT OF WAY LINE OF RIVERSIDE BOULEVARD, 25 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE EXISTING ROAD, A DISTANCE OF 780.41 FEET TO ITS INTERSECTION WITH THE MAINTAINED RIGHT OF WAY LINE AS SHOWN ON THE ST. JOHNS COUNTY MAINTENANCE MAP BY PRIVETT-NILES & ASSOCIATES (DRAWING NUMBER 101-088); THENCE NORTH 78 DEGREES 42 MINUTES 59 SECONDS EAST, ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 527.68 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 887, PAGE 864, OF SAID PUBLIC RECORDS; THENCE SOUTH 15 DEGREES 52 MINUTES 02 SECONDS EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 138.43 FEET TO THE SOUTHWESTERLY CORNER OF SAID LANDS; THENCE NORTH 74 DEGREES 08 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF BUTLER AVENUE OF BUTLER'S BEACH UNIT NO. 1, AS RECORDED IN MAP BOOK 8, PAGE 22, PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 15 DEGREES 52 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF BUTLER AVENUE, A DISTANCE OF 769.33 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO ANASTASIA SANITARY DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 498, PAGE 484 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

FURTHER EXCEPTING THEREFROM THAT PROPERTY CONVEYED TO ST. JOHNS COUNTY AS RECORDED MARCH 12, 1991 BY OFFICIAL RECORDS BOOK 887, PAGE 864, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

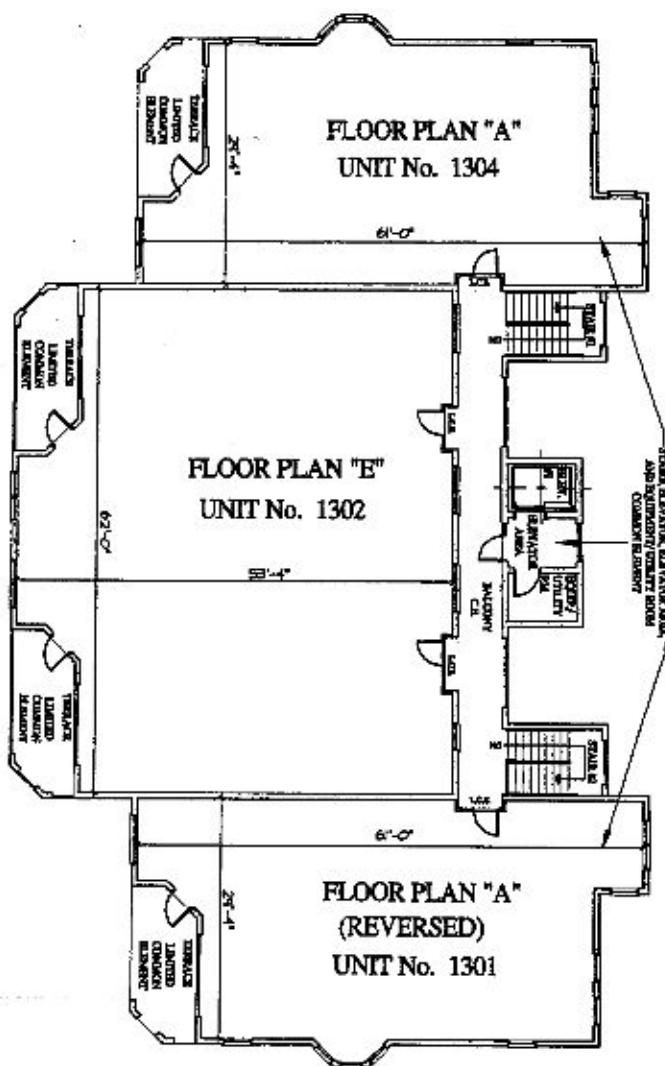
LEGAL DESCRIPTION  
EXHIBIT A





**ALL IMPROVEMENTS PROPOSED**  
**140 PANTANO CAY BLVD.**  
**ST. AUGUSTINE, FL 32080**

**BUILDING PLAN - 3RD FLOOR LEVEL**



**EXHIBIT A - FLOOR PLAN**



**DIXON & ASSOCIATES**  
 ARCHITECTS  
 ADDRESS: 46 CONDOVA CT.  
 ST. AUGUSTINE, FL 32084  
 DATE DRAWN: 10-04-04  
 DRAWN BY: JTB



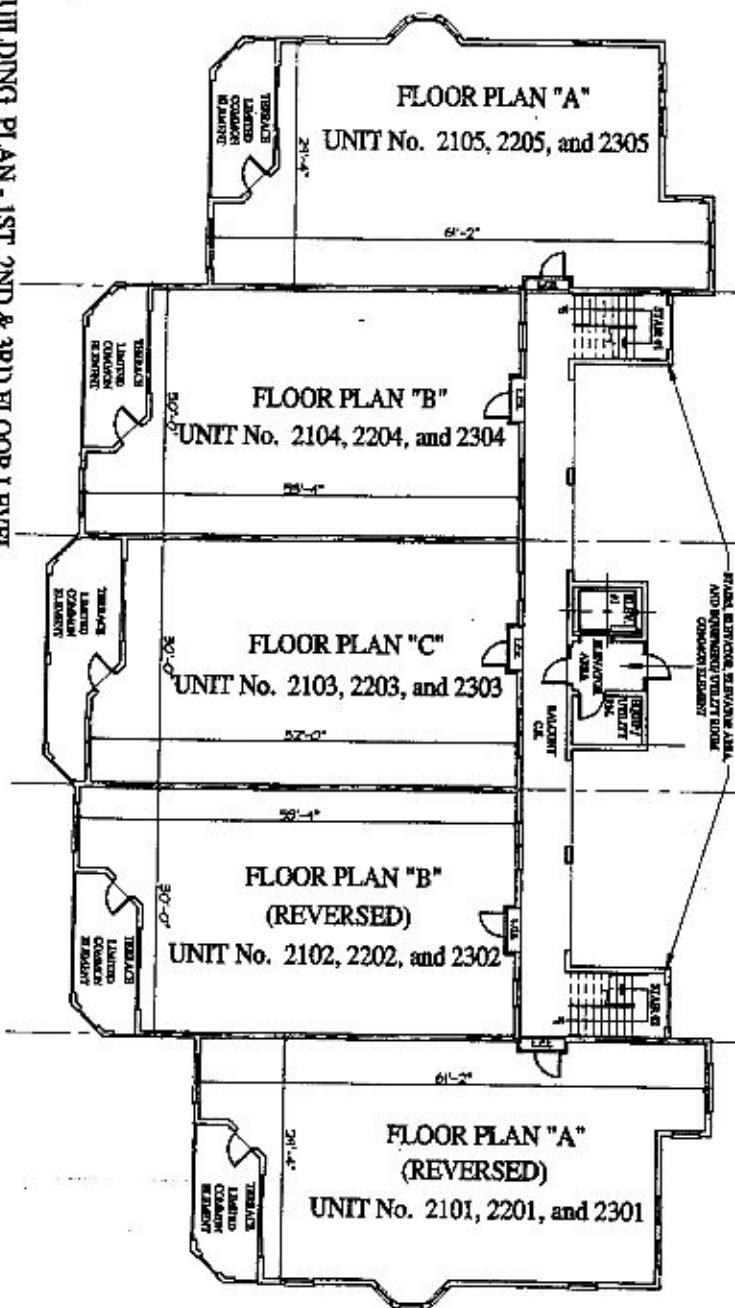
*The*  
**Estuaries**  
 Condominium



**MARSHVIEW DEVELOPMENT, LLC**  
 2250 ST. JOHNS BLUFF RD.  
 SUITE 100  
 JACKSONVILLE, FL 32246  
 (904) 645-0003

**ALL IMPROVEMENTS PROPOSED  
150 PANTANO CAY BLVD.  
ST. AUGUSTINE, FL 32080**

**BUILDING PLAN - 1ST, 2ND & 3RD FLOOR LEVEL**



*EXHIBIT A - FLOOR PLAN*



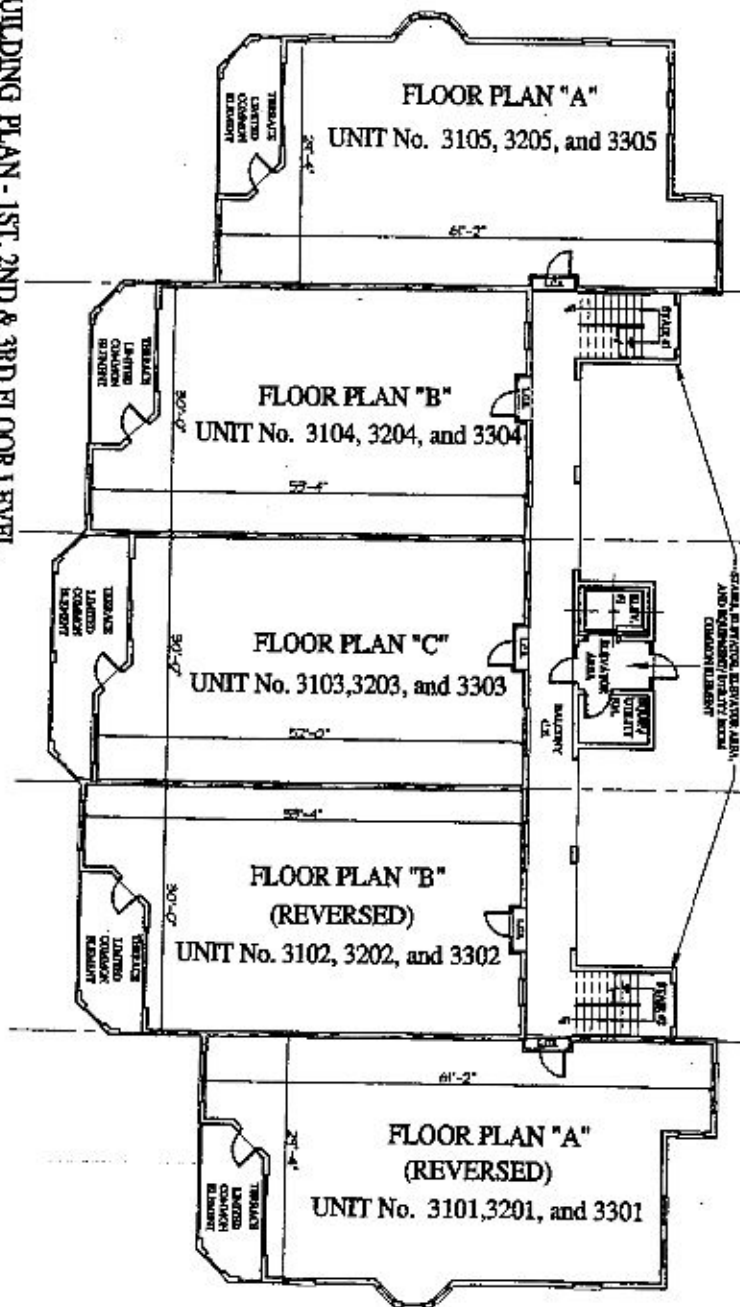
**DIXON & ASSOCIATES**  
ARCHITECTS  
ADDRESS: 41 CORDOVA ST.  
ST. AUGUSTINE, FL 32084  
DATE: 01/24/2008  
DRAWN BY: JTB

*The*  
**Estuaries**  
Condominium

MARSHVIEW DEVELOPMENT, LLC  
2251 ST. JOHNS BLUFF RD.  
SUITE 100  
JACKSONVILLE, FL 32248  
(904) 645-0003

**ALL IMPROVEMENTS PROPOSED**  
**160 PANTANO CAY BLVD.**  
**ST. AUGUSTINE, FL 32080**

**BUILDING PLAN - 1ST, 2ND & 3RD FLOOR LEVEL.**



**EXHIBIT A - FLOOR PLAN**

**DYON & ASSOCIATES**  
 ARCHITECTS  
 45 CORDOVA ST.  
 ST. AUGUSTINE, FL 32084  
 (904) 281-4444  
 JMS

*The*  
**Estuaries**  
 Condominium

**MARSHVIEW DEVELOPMENT, LLC**  
 2261 ST. JOHNS BLUFF RD.  
 SUITE 100  
 JACKSONVILLE, FL 32246  
 (904) 946-0003

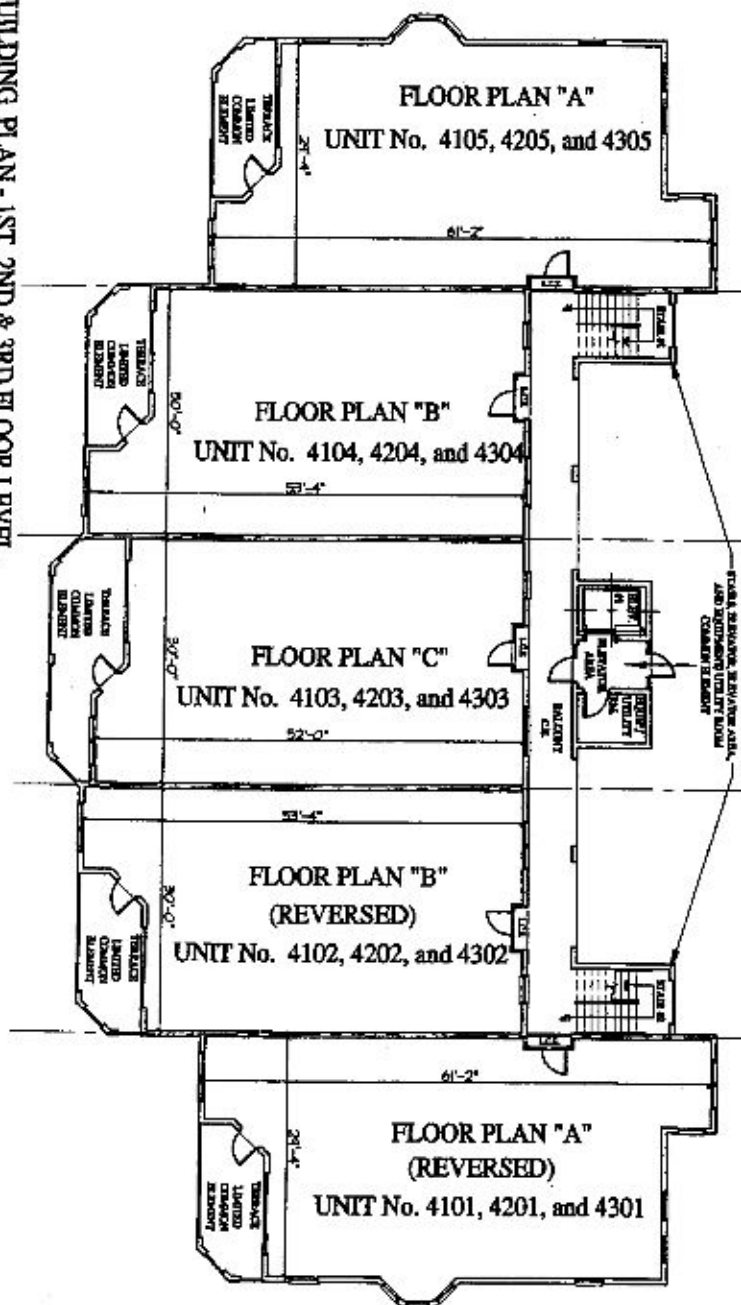
**ALL IMPROVEMENTS PROPOSED  
170 PANTANO CAY BLVD.  
ST. AUGUSTINE, FL 32080**

**BUILDING PLAN - 1ST, 2ND & 3RD FLOOR LEVEL.**



**DIXON & ASSOCIATES**  
ARCHITECTS  
45 CONCORD PL. SE.  
ST. AUGUSTINE, FL 32084  
DATE DRAWN: 10-01-04  
DRAWN BY: TJB

*The*  
**Estuaries**  
Condominium



**EXHIBIT A - FLOOR PLAN**

**MARSHVIEW DEVELOPMENT, LLC**  
2251 ST. JOHNS BLUFF RD.  
SUITE 100  
JACKSONVILLE, FL 32246  
(904) 646-0003

# GRAPHIC DESCRIPTION NOTES

## ALL IMPROVEMENTS PROPOSED

### THE ESTUARIES CONDOMINIUM

#### ST. AUGUSTINE, FL 32080

#### I. DESCRIPTION OF UNIT BOUNDARIES

EACH UNIT SHALL CONSIST OF THAT PART OF THE BUILDING WHICH LIES WITHIN THE BOUNDARIES OF THE UNIT WHICH BOUNDARIES ARE AS FOLLOWS:

##### A. UPPER BOUNDARIES

THE UPPER BOUNDARY OF EACH UNIT SHALL BE THE HORIZONTAL PLANE OF THE LOWER SURFACE OF THE UNFINISHED STRUCTURAL SLAB OR OTHER STRUCTURAL COMPONENTS THAT SERVES AS THE CEILING OF EACH UNIT EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES INTERSECTION. THE ELEVATIONS OF EACH UNFINISHED CEILING PLANE ARE AS FOLLOWS:

SECOND FLOOR - 21.00'  
THIRD FLOOR - 31.33'  
ROOF DECK - 41.66'

##### B. LOWER BOUNDARIES

THE LOWER BOUNDARIES OF EACH UNIT SHALL BE THE HORIZONTAL PLANE OF THE UPPER SURFACE OF THE UNFINISHED STRUCTURAL SLAB THAT SERVES AS THE FLOOR OF EACH UNIT EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES. THE ELEVATION OF EACH UNFINISHED FLOOR PLANE ARE AS FOLLOWS:

FIRST FLOOR - 10.00'  
SECOND FLOOR - 20.33'  
THIRD FLOOR - 31.66'

##### C. PERIMETRICAL BOUNDARIES

THE PERIMETRICAL BOUNDARIES OF A UNIT SHALL BE THE FOLLOWING BOUNDARIES:

##### 1. INTERIOR BUILDING WALLS

THE VERTICAL PLANES OF THE INNERMOST UNFINISHED INTERIOR SURFACE OF PERIMETRICAL BOUNDARIES.

##### 2. EXTERIOR BUILDING WALLS

THE VERTICAL PLANES OF THE INNERMOST UNFINISHED INTERIOR SURFACE OF THE PARTY WALLS DIVIDING UNITS EXTENDED TO INTERSECTIONS WITH OTHER PERIMETRICAL BOUNDARIES.

##### D. APERTURES

WHERE THERE ARE APERTURES IN ANY BOUNDARY, INCLUDING BUT NOT LIMITED TO, WINDOWS AND DOORS, SUCH BOUNDARIES SHALL BE EXTENDED TO INCLUDE THE INTERIOR, UNFINISHED SURFACES OF SUCH APERTURES.

##### E. EXCLUDED FROM UNITS

THE UNIT SHALL NOT BE DEEMED TO INCLUDE CERTAIN EASEMENTS AND FACILITIES FOR UTILITY SERVICES WHICH MAY BE CONTAINED WITHIN THE BOUNDARIES OF THE UNIT, AND CERTAIN OTHER EASEMENTS AND BUILDING COMPONENTS DESCRIBED IN PARAGRAPH 13 OF THE DECLARATION OF CONDOMINIUM.

#### II. DESCRIPTION OF COMMON ELEMENTS

##### A. C.E. DENOTES COMMON ELEMENT

B. ALL LAND AND ALL PORTIONS OF THE CONDOMINIUM PROPERTY NOT WITHIN A UNIT ARE COMMON ELEMENTS UNLESS A LIMITED COMMON ELEMENT.

##### III. DESCRIPTION OF LIMITED COMMON ELEMENTS

##### A. LCE DENOTES LIMITED COMMON ELEMENT.

B. EACH TERRACE, DOOR, AND BALCONY IS A LIMITED COMMON ELEMENT RESERVED TO THE USE OF THE UNIT ADJACENT THERETO OR AS OTHERWISE INDICATED ON THE MAP.

C. EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIALS, EXTERIOR DOORS OF ANY TYPE, INCLUDING THE LOCKS, HINGES AND OTHER HARDWARE THEREOF, AND ALL FRAMING AND CASINGS THEREOF ARE LIMITED COMMON ELEMENTS.

D. THE HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT SERVING ONE UNIT ONLY AND ITS CONDUITS, WIRES, DUCTS AND PIPES CONNECTING THE HVAC EQUIPMENT TO THE PERIMETRICAL BOUNDARIES OF THE UNIT AND ALL REPLACEMENTS AND ADDITIONS THERETO ARE LIMITED COMMON ELEMENTS.

E. EACH UNIT WILL BE ASSIGNED ONE PARKING GARAGE RESERVED FOR ITS EXCLUSIVE USE AS A LIMITED COMMON ELEMENT. ALL OTHER DESIGNATED PARKING AREAS ARE COMMON ELEMENTS.

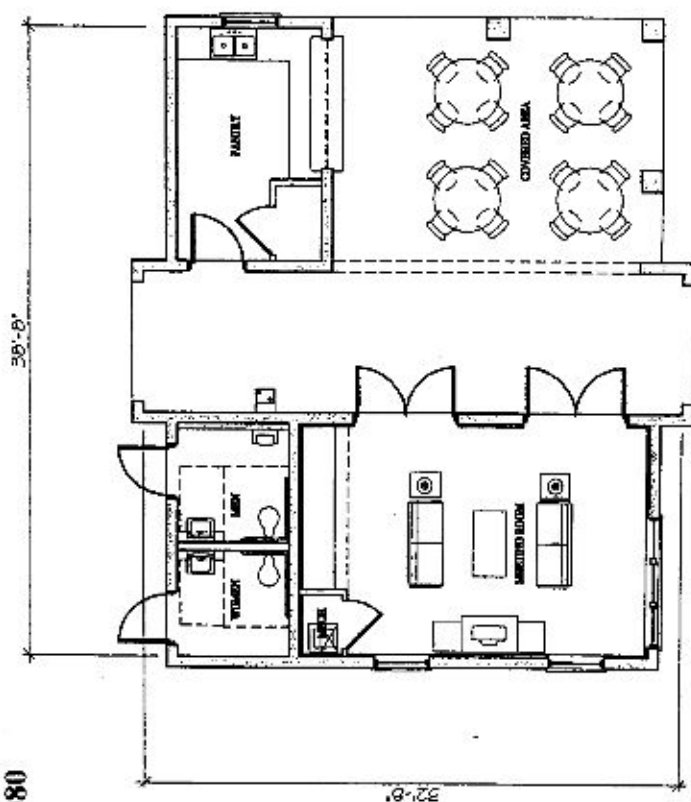


ADDRESS: 6 CORDEVA ST.  
ST. AUGUSTINE, FL 32084  
DATE DRAWN: 11-01-08  
DRAWN BY: JTS

*The*  
**Estuaries**  
Condominium

MARSHVIEW DEVELOPMENT, LLC  
2251 ST. JOHNS BLUFF RD.  
SUITE 100  
JACKSONVILLE, FL 32246  
(904) 645-0003

**CLUBHOUSE -- COMMON ELEMENT**  
**ALL IMPROVEMENTS PROPOSED**  
 120 PANTANO CAY BLVD.  
 ST. AUGUSTINE, FL 32080



**FLOOR PLAN**

EXHIBIT A



MARSHVIEW DEVELOPMENT, LLC  
 2251 ST. JOHNS BLUFF RD.  
 SUITE 100  
 JACKSONVILLE, FL 32246  
 (904) 845-0003

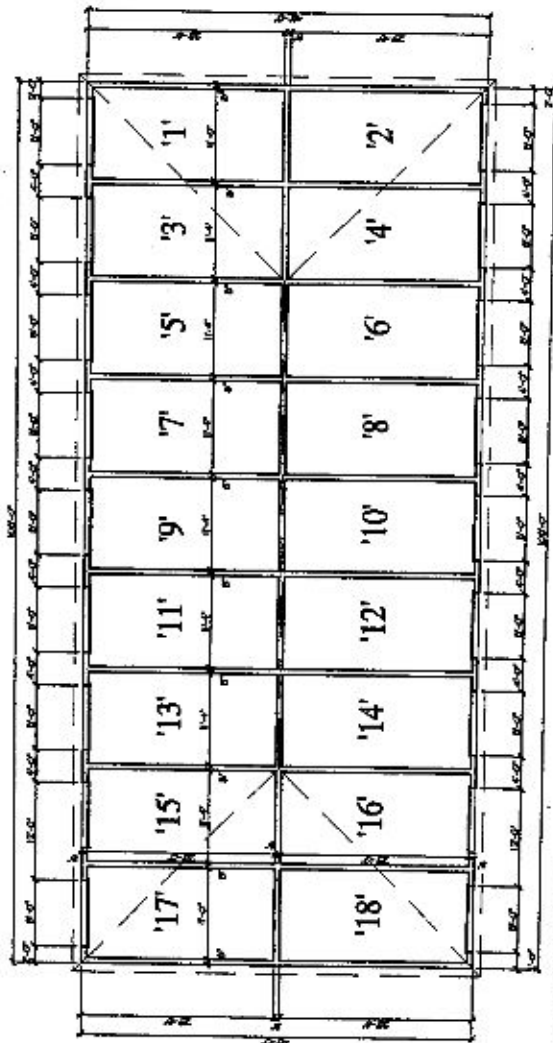
*The*  
**Estuaries**  
 Condominium



SCALE IN FEET

**DYON & ASSOCIATES**  
 ARCHITECTS  
 ADDRESS: 41 CEDARHURST ST.  
 ST. AUGUSTINE, FL 32084  
 DATE: 12/14/04  
 DRAWN BY: JMS

**GARAGE - LIMITED COMMON ELEMENT**  
**ALL IMPROVEMENTS PROPOSED**  
 145 PANTANO CAY BLVD.  
 ST. AUGUSTINE, FL 32080



**FLOOR PLAN**



EXHIBIT 7

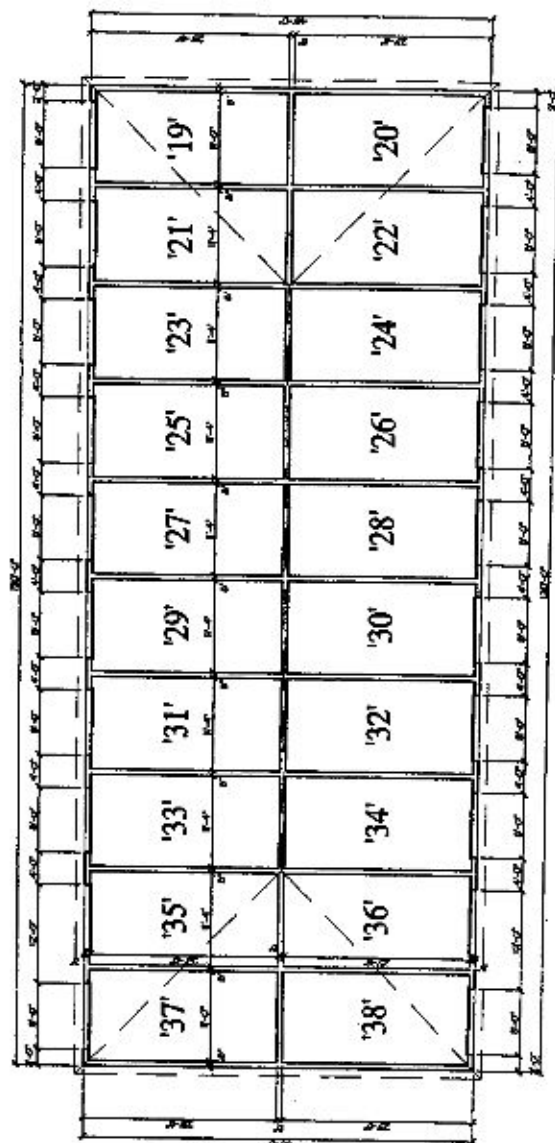
*The*  
**Estuaries**  
 Condominium

MARSHVIEW DEVELOPMENT, LLC  
 2251 ST. JOHNS BLUFF RD.  
 SUITE 100  
 JACKSONVILLE, FL 32246  
 (904) 645-0003

**DIXON ASSOCIATES**  
 ARCHITECTS  
 ADDRESS: 41 OUIDOVA ST.  
 ST. AUGUSTINE, FL 32084  
 DATE: 10/10/04  
 DRAWN BY: JTB



**GARAGE - LIMITED COMMON ELEMENT  
ALL IMPROVEMENTS PROPOSED  
155 PANTANO CAY BLVD.  
ST. AUGUSTINE, FL 32080**



**FLOOR PLAN**



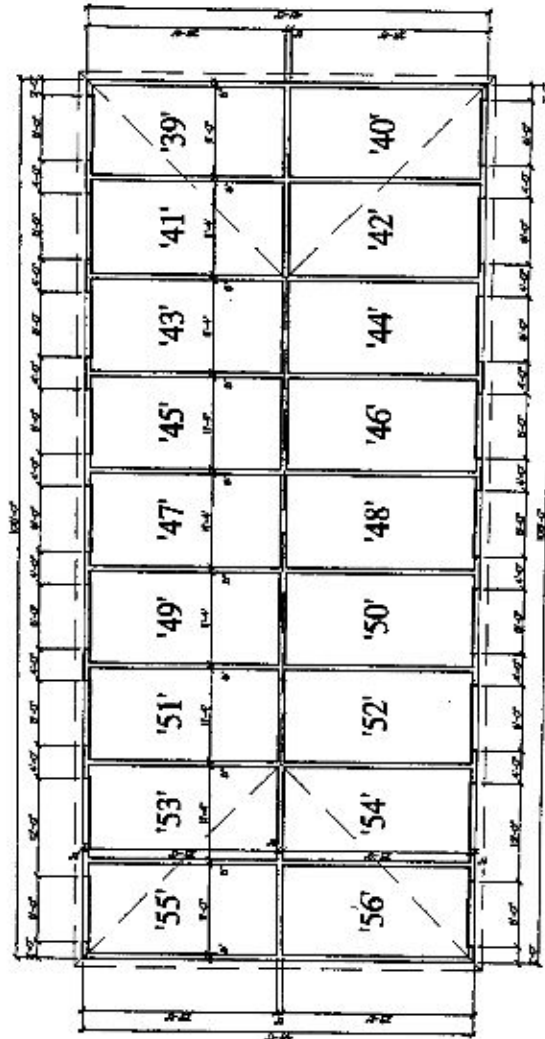
EXHIBIT A

*The  
Estuaries  
Condominium*

MARSHVIEW DEVELOPMENT, LLC  
2261 ST. JOHNS BLUFF RD.  
SUITE 100  
JACKSONVILLE, FL 32246  
(904) 645-0003

**DIONG ASSOCIATES ARCHITECTS**  
ADDRESS: 45 CORDOVA ST.  
ST. AUGUSTINE, FL 32084  
DATE DRAWN: 02-04-04  
DRAWN BY: JTS

**GARAGE - LIMITED COMMON ELEMENT  
ALL IMPROVEMENTS PROPOSED  
175 PANTANO CAY BLVD.  
ST. AUGUSTINE, FL 32080**



**FLOOR PLAN**



EXHIBIT A

MARSHVIEW DEVELOPMENT, LLC  
2251 ST. JOHNS BLUFF RD.  
SUITE 100  
JACKSONVILLE, FL 32246  
(904) 645-0003

*The*  
**Estuaries**  
Condominium

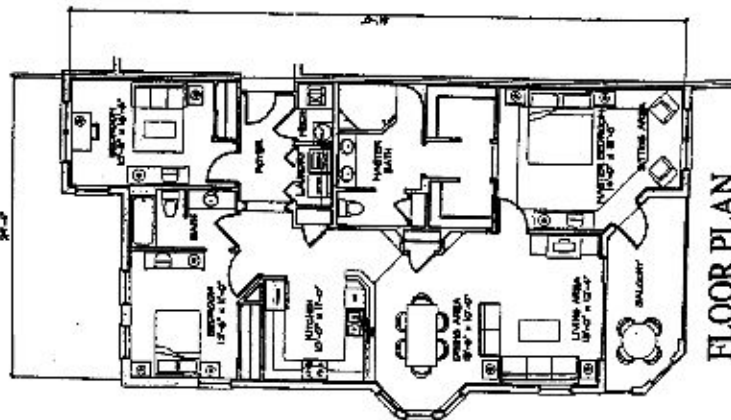
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ST. AUGUSTINE FL 32084  
EIN TO DRAWING: 10-01-44  
DESIGN: 375



# UNITS 'A'

ALL IMPROVEMENTS PROPOSED  
THE ESTUARIES CONDOMINIUM  
ST. AUGUSTINE, FL 32080

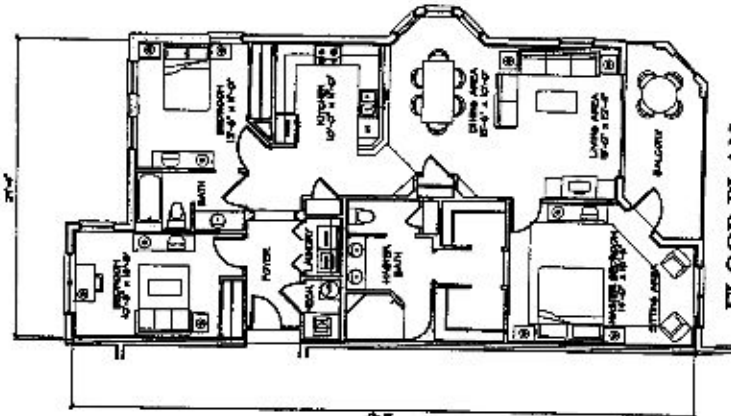
UNIT 'A'  
3 BEDROOMS  
2 BATHROOMS



FLOOR PLAN

UNITS:  
1104  
1204  
1304  
UNITS:  
2105  
2205  
2305  
UNITS:  
3105  
3205  
3305  
UNITS:  
4105  
4205  
4305

UNIT 'A' (REVERSED)  
3 BEDROOMS  
2 BATHROOMS



FLOOR PLAN

UNITS:  
1101  
1201  
1301  
UNITS:  
2101  
2201  
2301  
UNITS:  
3101  
3201  
3301  
UNITS:  
4101  
4201  
4301

## The Estuaries Condominium

MARSHVIEW DEVELOPMENT, LLC  
2261 ST. JOHNS BLUFF RD.  
SUITE 100  
JACKSONVILLE, FL 32248  
(904) 846-0003



SCALE IN FEET

ADDRESS: 45 CHURCH ST.  
ST. AUGUSTINE, FL 32084

DATE DRAWN: 10-01-04

DRAWN BY: JTS

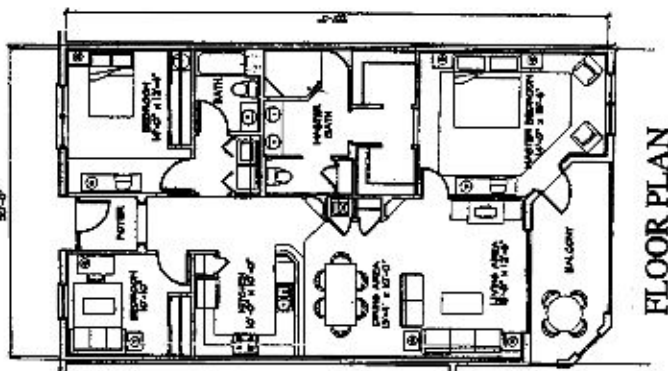


EXHIBIT A

# UNITS 'B'

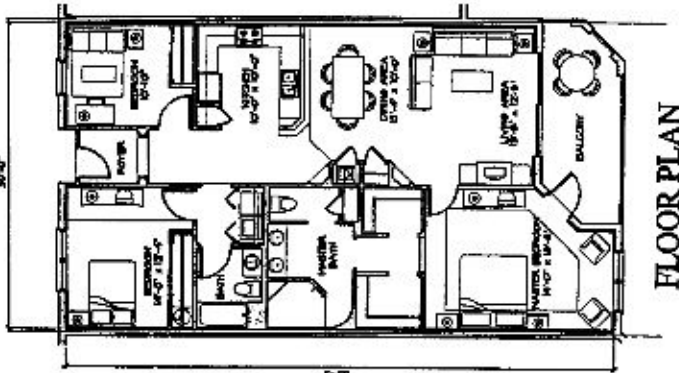
ALL IMPROVEMENTS PROPOSED  
THE ESTUARIES CONDOMINIUM  
ST. AUGUSTINE, FL 32080

UNIT 'B'  
3 BEDROOMS  
2 BATHROOMS



UNITS:  
2104  
2204  
2304  
UNITS:  
3104  
3204  
3304  
UNITS:  
4104  
4204  
4304

UNIT 'B' (REVERSED)  
3 BEDROOMS  
2 BATHROOMS



UNITS:  
2102  
2202  
2302  
UNITS:  
3102  
3202  
3302  
UNITS:  
4102  
4202  
4302

EXHIBIT A

*The*  
**Estuaries**  
Condominium



ADDRESS: 65 CORDOVA BL.  
ST. AUGUSTINE, FL 32084  
DATE DRAWN: 10-14-04  
DRAWN BY: JTB

**DIORIO**  
ASSOCIATES  
ARCHITECTS

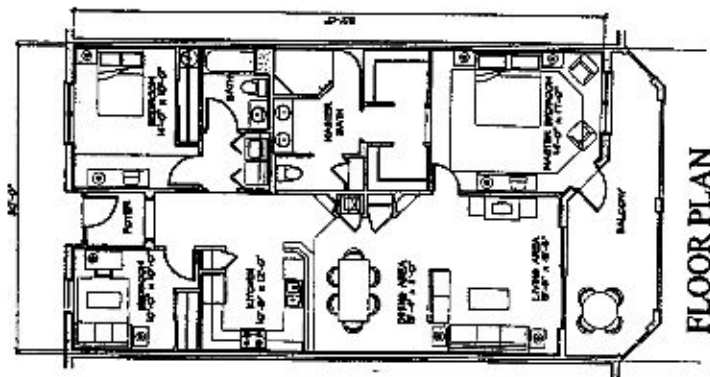
MARSHVIEW DEVELOPMENT, LLC  
2281 ST. JOHNS BLUFF RD.  
SUITE 100  
JACKSONVILLE, FL 32246  
(904) 645-0003

# UNITS 'C'

ALL IMPROVEMENTS PROPOSED  
THE ESTUARIES CONDOMINIUM

ST. AUGUSTINE, FL 32080

UNIT 'C'  
3 BEDROOMS  
2 BATHROOMS



FLOOR PLAN

UNITS:  
2103  
2203  
2303  
UNITS:  
3103  
3203  
3303  
UNITS:  
4103  
4203  
4303



SCALE IN FEET

ATTORNEY: 41 CORDOVA ST.  
ST. AUGUSTINE, FL 32084

DATE DRAWN: 10-01-04

DRAWN BY: JTB



*The Estuaries*  
Condominium

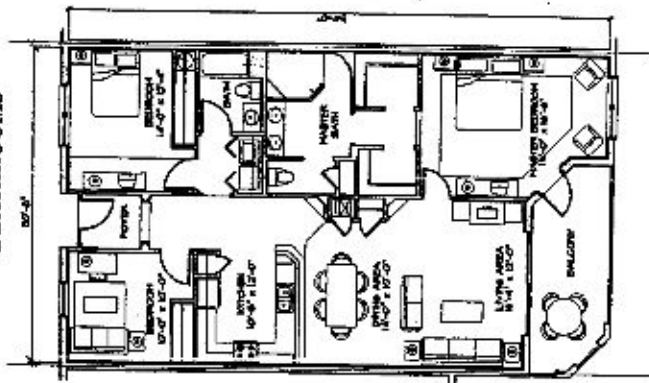
MARSHVIEW DEVELOPMENT, LLC  
2251 ST. JOHNS BLUFF RD.  
SUITE 100  
JACKSONVILLE, FL 32246  
(904) 645-0003

EXHIBIT A

# UNITS 'D'

ALL IMPROVEMENTS PROPOSED  
THE ESTUARIES CONDOMINIUM  
ST. AUGUSTINE, FL 32080

UNIT 'D'  
3 BEDROOMS  
2 BATHROOMS



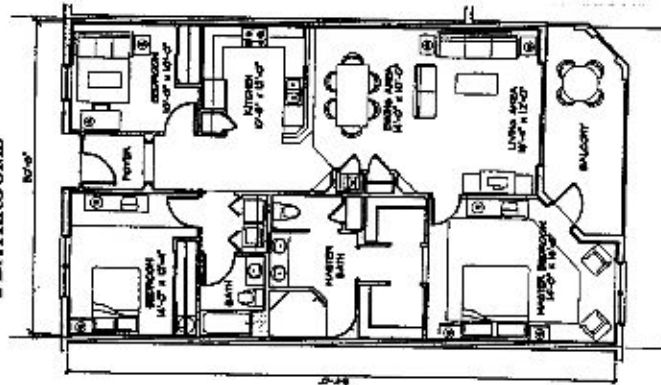
FLOOR PLAN



ADDRESS: 41 CORDOVA ST.  
ST. AUGUSTINE, FL 32084  
DATE DRAWN: 10-01-04  
DRAWN BY: JTB

UNITS:  
1103  
1203

UNIT 'D' (REVERSED)  
3 BEDROOMS  
2 BATHROOMS



FLOOR PLAN

UNITS:  
1102  
1202

*The*  
**Estuaries**  
Condominium

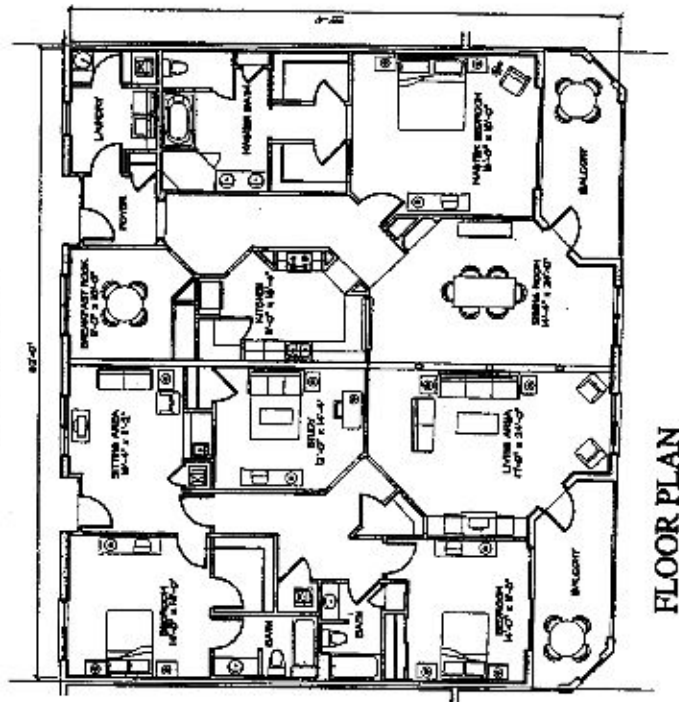
MARSHVIEW DEVELOPMENT, LLC  
2251 ST. JOHNS BLUFF RD.  
SUITE 100  
JACKSONVILLE, FL 32246  
(904) 845-0003

EXHIBIT A

# UNITS 'E'

ALL IMPROVEMENTS PROPOSED  
THE ESTUARIES CONDOMINIUM  
ST. AUGUSTINE, FL. 32080

UNIT 'E'  
3 BEDROOMS  
3 BATHROOMS



UNIT:  
1302

*The*  
**Estuaries**  
Condominium



SCALE IN FEET

ADDRESS: 41 CORONA ST.  
ST. AUGUSTINE, FL. 32084

DATE DRAWN: 10-01-04

DESIGN BY: JTB



MARSHVIEW DEVELOPMENT, LLC  
2251 ST. JOHNS BLUFF RD.  
SUITE 100  
JACKSONVILLE, FL 32246  
(904) 945-0003

EXHIBIT A



**EXHIBIT B**  
**ARTICLES OF INCORPORATION**  
**OF**  
**THE ESTUARIES AT CRESCENT BEACH CONDOMINIUM ASSOCIATION, INC.**

The undersigned, acting as incorporator for the purpose of forming a Not For Profit Corporation pursuant to Chapter 617, Florida Statutes, hereby adopts the following Articles of Incorporation:

**ARTICLE I - NAME**

The name of the corporation shall be: The Estuaries at Crescent Beach Condominium Association, Inc.

**ARTICLE II - PRINCIPAL PLACE AND MAILING ADDRESS**

The principal place of business and mailing address shall be Clubhouse, 120 Pantano Bay Boulevard, St. Augustine, Florida 32080.

**ARTICLE III - PURPOSES**

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the Condominium in accordance with its Declaration, recorded or to be recorded in the public records of St. Johns County, Florida ("the Declaration") for the mutual advantage and benefit of the members of the Association, who shall be owners of Units within the Condominium. To promote the health, safety and welfare of the owners of Units, the Association shall have and exercise the following authority and powers:

A. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, which is hereby incorporated by reference.

B. To acquire, by gift, purchase or otherwise, own hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association

C. To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.

Prepared by: Carolyn Herman, Esq., 126 S. First St., Jacksonville Beach, FL 32250, Florida Bar No. 976563, tel. no. 904/247/9420

D. To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

E. To operate, maintain and manage the surface water or stormwater management system in a manner consistent with all applicable St. Johns River Water Management District Permit requirements and applicable District Rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

F. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

G. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Not-For-Profit Corporation Law of the State of Florida and serving as a condominium association under Chapter 718, Florida Statutes, as it may be amended from time to time (the "Condominium Act"), may now or hereafter have or exercise.

#### **ARTICLE IV - MEMBERSHIP**

Every person or entity who is record owner of a Unit within the Condominium shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

#### **ARTICLE V - VOTING RIGHTS**

Each unit is assigned one vote, to be exercised as determined by the Owners of that Unit. However, until the occurrence of certain events as described in Section 6.3 of the Declaration, the Developer of the Condominium shall have the right to elect a majority of the Board.

#### **ARTICLE VI - BOARD OF DIRECTORS**

The manner in which the Board of Directors are elected or appointed shall be set forth in the Bylaws of the Corporation. The initial Board of Directors shall consist of the following individual whose name and address is as follows.

<b>NAME</b>	<b>ADDRESS</b>
Timothy G. Shea	2251 St. Johns Bluff Road S., Jacksonville, FL 32246
John W. Shea	2251 St. Johns Bluff Road S., Jacksonville, FL 32246
Fred W. Carlson	2251 St. Johns Bluff Road S., Jacksonville, FL 32246

The number of Directors may be raised or lowered by amendment of the Bylaws but shall in no case be less than three.

#### **ARTICLE VII - TERM OF EXISTENCE**

This corporation shall commence its existence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida and shall have perpetual existence.

#### **ARTICLE VIII - BYLAWS**

The Bylaws of this Association shall be adopted by the first Board and recorded in the official records of St. Johns County, Florida. The Bylaws may be altered, amended, modified or repealed by

A. A majority of the directors if ratified by a majority of those members present at any duly called meeting of the members of the Association; or

B. By assent in writing of two-thirds (2/3) of the members. Any such modification shall be effective upon recording in the public records of St. Johns County, Florida.

#### **ARTICLE IX - AMENDMENTS**

This Association may amend or repeal any of the provisions contained in these Articles by a seventy-five percent (75%) vote of the membership.

#### **ARTICLE X - SUPREMACY**

These Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and the Bylaws, the Articles shall govern.

#### **ARTICLE XI - INDEMNIFICATION**

This Association shall indemnify and hold harmless any and all of its present or former directors, officers, employees or agents, to the full extent permitted by law. Said indemnification shall include but not be limited to the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessary paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted.

#### **ARTICLE XII - LIMITATION OF CORPORATE POWERS**

The Corporation shall not engage in any action which is not permitted to be carried on by

nonprofit corporations under the Internal Revenue Code and no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its Members, directors, or officers; but the Corporation shall be authorized and empowered to pay reasonable compensation to these people for services rendered, and to make payments and distributions in furtherance of its stated purposes.

#### ARTICLE XIII - DISSOLUTION

The Association may terminate, dissolve or liquidate in accordance with the laws of the State of Florida except that in the event of any such termination, dissolution or final liquidation, the responsibility for the operation and maintenance of the surface water or stormwater management system maintained or operated by the Association must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by St. Johns Water Management District prior to such termination, dissolution or liquidation.

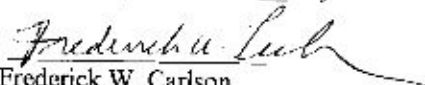
#### ARTICLE XIV - INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and street address of the initial registered agent of the corporation shall be: Carolyn Herman, Esq., 126 S. First Street, Jacksonville Beach, FL 32250.

#### ARTICLE XV - INCORPORATOR

The name and street address of the incorporator for these Articles of Incorporation is: Frederick W. Carlson, 2251 St. Johns Bluff Rd. S., Jacksonville, Florida 32246.

The undersigned incorporator has executed these Articles of Incorporation this 9<sup>th</sup> day of January, 2007.

Signature:   
Print: Frederick W. Carlson  
Incorporator

**EXHIBIT C**  
**BYLAWS FOR**  
**THE ESTUARIES AT CRESCENT BEACH CONDOMINIUM**  
**ASSOCIATION, INC.**  
A FLORIDA NOT-FOR-PROFIT CORPORATION

**ARTICLE I**  
**MEMBERS**

1.1 Membership. The members of The Estuaries at Crescent Beach Condominium Association, Inc. (the "Association"), a not-for-profit corporation organized under Florida law, shall consist of the owners of condominium units ("Units") in The Estuaries Condominium located in St. Johns County, FL, as described in the Declaration of Condominium recorded or to be recorded in the public records of St. Johns County, Florida (the "Declaration"). The membership of each Owner shall terminate when he ceases to be an Owner of a Unit. Upon the sale, transfer or other disposition of his ownership interest in a Unit, membership in the Association shall automatically be transferred to the new Unit Owner. The Association may issue certificates evidencing membership.

1.2 Shares; Votes. Each member shall have an interest in the funds and assets of the Association as set out in the Declaration. Each Unit is assigned one vote, to be exercised as determined by the members who are the owners of that Unit. However, until the occurrence of certain events as described in Section 6.3 of the Declaration and as further described in Section 3.2 of these Bylaws, the Developer of the Condominium shall have the right to elect a majority of the members of the Board.

**ARTICLE II**  
**MEETINGS OF MEMBERSHIP**

2.1 Rules. The meetings of the membership shall be held in accordance with the Provisions of the Declaration and, subject to the Declaration, in accordance with these By-Laws. Except where in conflict with the Declaration, Roberts Rules of Order (as amended) shall govern the conduct of all membership meetings.

2.2 Annual Meeting. The annual meeting of the Association membership shall be held at a place and time determined by the Board or the President of the Association, which shall ordinarily be at least 11 months but no later than 13 months since the previous annual meeting.

2.3 Special Meetings. Unless specifically provided otherwise in these Bylaws or in the Declaration, meetings of the membership shall be held when directed by the President or the Board or when requested in writing by members holding majority of the votes having the right to vote at such meeting. The call for the meeting shall be issued by the Secretary.

## 2.4 Notice.

2.4.1 Annual Meetings. Written notice, which notice must include an agenda, shall be mailed or delivered to each unit owner at least fourteen (14) days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the annual meeting. An officer of the Association shall provide an Affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each unit Owner at the address last furnished to the Association. Unit owners may waive notice of the annual meeting.

2.4.2 Special Meetings. Written notice of all special meetings shall be given by the President, Vice-President or Secretary of the Association to each member unless waived in writing. Such notices, including an agenda, shall be mailed or delivered to each member not less than ten(10) days nor more than sixty (60) prior to the meeting, except in an emergency, in which case the Board shall give such notice as is reasonable under the circumstances. In addition, except in an emergency, when such notice requirement shall be waived, written notice shall be posted at a conspicuous place on the Property not less than forty-eight (48) hours prior to any meeting.

2.4.3 Elections. Not less than sixty (60) days before a scheduled election, the association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, a first notice of the date of the scheduled election to each unit owner entitled to vote. No less than fourteen (14) days and not more than thirty-four (34) days prior to the election, the association shall mail or deliver to each unit owner entitled to vote, a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates.

2.5 Quorum. Voting at an Association meeting requires presence of Members (in person or by proxy) representing the percentage of votes established by the Board as necessary to transact business. The Board may revise this percentage from time to time, but in no event shall the required percentage be less than 33% or more than 51%. If applicable law is changed to permit voting by telephone conference or any other fashion, such changes in the law shall automatically be incorporated into these Bylaws.

2.6 Proxies. Proxies and limited proxies are permitted to the greatest extent allowed by the Condominium Act. Proxies shall be in writing and are revocable at any time at the pleasure of the member executing it. A proxy shall be valid only for the particular meeting designated and any lawfully adjourned meetings thereof (but in no event shall a proxy be valid for more than 90 days after the date of the first meeting for which it was given). All proxies must be filed with the Secretary before the appointed time of the meeting.

2.7 Waiver. Except for those matters required by the Condominium Act to be voted upon at a meeting, any Owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to action taken without a meeting, by execution of a waiver or consent

in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates.

2.8 Action without Meeting. Unit Owners may take action by written agreement without a meeting, provided written notice is given to the Unit owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. Except as may be provided by Rule 61(b)-23.0021(2) of the Florida Administrative Code, which permits a regular or general election to occur at the time and place at which the annual meeting is scheduled to occur regardless of whether a quorum is present, and Section 718.112(2)(d)(3), Florida Statutes, which provides that a minimum of twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board, the decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership. The notice shall set forth a time period within which responses must be made by the members, and responses received after that shall not be considered.

### ARTICLE III BOARD OF DIRECTORS

3.1 Initial Composition. The Board shall initially consist of three persons who shall be originally appointed by the Developer.

3.2 Election by Owners; Developer. Owners other than Developer shall be entitled to elect one Board member when Owners other than the Developer own 15% or more of the Units and may elect a majority of the board of the Association as set forth in Section 718.301, F.S. The Developer shall select the remaining directors, and shall have the right to select at least one director so long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units.

3.3 First Election. Within seventy-five (75) days after the Owners other than the Developer become entitled to elect a member of the Board, the Association shall call a meeting of the Owners to elect a member of the Board. Notice shall be given not less than sixty (60) days before the meeting. The meeting may be called and notice given by any Owner if the Association fails to do so. At the meeting, such Owners shall elect the director which they are then entitled to elect, who shall replace one named by the Developer and who shall serve until the next regularly scheduled annual meeting of the Association, when a successor shall be elected as provided in the Bylaws.

3.4 Number of Directors. After transition from Developer control, the Board shall consist of at least three directors. If approved by a majority vote of the Members at least seventy-five (75) days prior to the time the notice of the Annual Meeting is sent to Members in accordance with Section 2.4.1 above, the number of directors may be increased; otherwise, there shall be three (3)



directors.

3.5 Term. Directors shall hold office for a term of two years. A director may be elected to a one-year term to permit staggered terms. Directors may be elected for successive terms.

3.6 Qualifications. Directors are not required to be Members.

3.7 Voting Procedure. Each Member shall have one vote for each seat to be filled. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

3.8 Removal. Except for directors selected by the developer, any director may be removed from office, with or without cause, by the vote or agreement in writing of at least a majority of all voting interests. A special meeting of the Unit Owners to remove a director or directors from office may be called by members representing ten percent (10%) of the voting interests. The notice shall state the purpose of the meeting and shall be given to all Members in accordance with the notice required by Section 2.4.2 above.

3.9 Vacancy. Any vacancy occurring in the Board may be filled by a majority vote of the remaining Board members, except that a vacancy resulting from removal of a director by the members shall be filled by a vote of the membership. Members shall also vote to fill a vacancy if there are not sufficient remaining Board members to constitute a quorum.

3.10 Meetings.

3.10.1 Annual Meetings. An Annual Meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place.

3.10.2 Special Meetings. Special Meetings of the Board shall be held upon call by the President or a majority of the Board on not less than forty-eight (48) hours in writing to each director, unless the Board determines an emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances.

3.10.3 Procedure/Notice. All meetings of the Board at which a quorum of the directors is present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the board, subject to the Division's adoption of reasonable rules governing the tape recording and videotaping of the meeting. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken upon an emergency basis by at least a majority plus one of the members

of the Board. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to the Rules regarding Unit use will be considered, shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of board meetings shall be posted. If there is no condominium property or association property upon which notices can be posted, notices of board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the Owner of each unit. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Unit Owners shall not be entitled to vote at any meeting of the Board.

**3.10.4 Committee Meetings.** Meetings of a committee to take final action on behalf of the Board or to make recommendations to the Board regarding the Association budget are subject to the provisions of this section. Meetings of a committee that do not take final action on behalf of the Board or to make recommendations to the Board regarding the Association Budget are subject to the provisions of this section, unless those meetings are exempt from this section by the bylaws of the Association.

**3.10.5 Budget Meetings.** The Board shall mail or hand-deliver to each Unit Owner at the address last furnished to the Association a meeting notice and copies of the proposed Annual Budget of common expenses not less than fourteen (14) days prior to the meeting of the Unit Owners or the board at which the budget will be considered. Evidence of compliance with this 14-day notice must be made by an affidavit executed by an officer of the association or the manager or other person providing notice of the meeting and filed among the official records of the Association. The meeting must be open to the Unit Owners. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year which exceeds one-hundred fifteen percent (115%) of the assessment for the preceding year, the Board shall conduct a special meeting of the Unit Owners to consider a Substitute Budget if, within 21 days after adoption of the Annual Budget, the Board receives a written request for a special meeting from at least 10 percent (10%) of all voting interests. The special meeting shall be conducted within 60 days after adoption of the Annual Budget. At least 14 days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. A Substitute Budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a Substitute Budget is not adopted, the Annual Budget previously adopted by the Board shall take effect as scheduled. In determining whether an assessment exceeds one-hundred fifteen percent (115%) of similar assessments in prior years, any authorized provision for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or an assessment for betterment of the condominium property, must be excluded from the computation. However, as

long as the Developer is in control of the Board, the Board may not impose an assessment for any year greater than one-hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

3.11 Waiver. Any director may waive notice of meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Board action to which the waiver or consent relates.

3.12 Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference. If applicable law is changed to permit voting by proxy or any other fashion, such changes in the law shall automatically be incorporated into these Bylaws. If applicable law is changed to permit it, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

3.13 Compensation. Directors shall receive no compensation for their services unless expressly provided for in a resolution duly adopted by the Unit Owners.

3.14 Powers and Duties. The Board shall have the following powers and duties:

- A. To elect the officers of the Association as hereinafter provided;
- B. To administer the affairs of the Association and the Property and formulate policies for such purposes;
- C. To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and to amend such rules and regulations from time to time;
- D. To provide for the maintenance, repair and replacement of those parts of the Property stated in the Declaration to be maintained by the Association;
- E. To provide for the designation, hiring and removal of employees and other personnel or service companies, including a property manager, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the employees or agents of the Association;
- F. To estimate the amount of the annual budget, to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;

G. Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Owners; and

H. To exercise all other powers and duties of the Board provided for in the Declaration, the Articles or the Condominium Act.

#### **ARTICLE IV OFFICERS**

4.1 Election. Subject to the provisions of the Declaration and Articles of Incorporation at each annual meeting of the Board, the Board shall elect from the membership of the Association the following officers of the Association:

A. A President, who shall be a director, shall preside over the meetings of the Board and of the Association and shall be the chief executive officer of the Association. In the recess of the Board, the President shall have general control and management of the business and affairs of the Association;

B. One or more Vice Presidents, who shall in the absence or disability of the President, perform the duties and exercise the powers of the President;

C. A Secretary, who shall keep the minutes of all meetings of the Board and of the membership and who shall perform all the duties generally incident to the office of Secretary;

D. A Treasurer, who shall cause to be kept the financial records and books of account of the Association; and

E. Such additional officers as the Board shall see fit to elect. An individual may hold more than one position.

4.2 Powers. The officers shall have the general powers usually vested in such officers of a not-for-profit corporation, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may deem necessary.

4.3 Term. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

4.4 Vacancy. Vacancies in any office shall be filled by the Board. Any officer may be removed at any time with or without cause by the affirmative vote of a majority of the whole Board.

4.5 Compensation. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adoption by the Owners.

## ARTICLE V RECORDS

5.1 Accounting. The Board shall maintain accounting records according to generally accounting practices, which records shall be open to inspection by Owners at reasonable times and upon reasonable notice. These accounting records shall include a record of receipts and expenditures and a separate account for each owner showing the assessments charged to and paid by such Owner. Within sixty (60) days after the end of each fiscal year, the Board shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve months or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. Upon reasonable notice to the Board, any owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from him.

5.2 Meetings. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any member at reasonable times and upon reasonable notice.

## ARTICLE VI HEARINGS; FINES

6.1 Application. Whenever the Declaration or the Condominium Act requires that an owner be given the opportunity for a hearing before imposition of a fine or other penalty or restriction, this Article shall apply.

6.2 Notice. The party against whom the fine or other penalty is to be imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. The notice shall include:

- A. A statement of the date, time and place of the hearing;
- B. A statement of the provisions of the Declaration, Bylaws or Rules which have allegedly been violated; and
- C. A short and plain statement of the matters asserted by the Association.

6.3 Hearing. At the hearing, the party against whom the fine or other penalty is to be imposed

shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. Said hearing shall be held before a committee of other unit owners, and if the committee of other unit owners does not agree with

the fine, the fine may not be levied. No fine may exceed \$100 per violation or \$1,000 in the aggregate.

#### **ARTICLE VII AMENDMENT**

The Bylaws may be altered, amended, modified or repealed as follows:

A. By a majority of the Directors if ratified by a majority of those members present at any duly called meeting of the Members of the Association; or

B. By assent in writing of two-thirds (2/3) of the Members.

Any such modification shall be effective upon recording in the public records of St. Johns County, Florida.

#### **ARTICLE VIII MANDATORY NONBINDING ARBITRATION**

Prior to the institution of court litigation arising out of a dispute between two or more parties, as defined by Section 718.1255, Florida Statutes, the parties to said dispute shall submit to mandatory nonbinding arbitration as defined by Section 718.1255(4), Florida Statutes.

#### **ARTICLE IX SUPREMACY**

In the event of a conflict among the Bylaws, the Articles of Incorporation or the Declaration, the Declaration shall control, followed by the Articles and then Bylaws.

#### **ARTICLE X MISCELLANEOUS**

All provisions of Section 718.112(2)(a) through (m), Florida Statutes, are deemed to be included in these Bylaws.

These Bylaws were adopted by the Board on \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Secretary