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CONDOMINIUM DECLARATION

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OF  
THE FOUR WINDS

WHEREAS, the undersigned CRESCENT BEACH, LTD., a Florida Limited Partnership, hereinafter referred to as "Developer", owns certain real property in St. Johns County, Florida, and

WHEREAS, Developer desires to submit said real property to the provisions of the Florida Condominium Act.

NOW, THEREFORE, THIS DECLARATION is made this February 11, 1974, by the Developer, for itself, its successors, grantees, and assigns.

ARTICLE I  
SUBMISSION OF PROPERTY

1.1 Statement of Intent and Purpose: The purpose of this Declaration is to submit the property hereinafter described and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, commonly known as the Florida Condominium Act, and hereinafter referred to as the "Act".

The property owned by the Developer which is the subject of this Declaration is certain real property located in St. Johns County, Florida, in Government Lot 1, Section 12, Township 9 South, Range 30 East, and more particularly described in Schedule "A" attached hereto and made a part hereof, and hereinafter referred to as the "Property".

The Developer has commenced construction of Ten (10) buildings containing one hundred fifty two (152) residential units and related facilities upon a portion of the Property. The Developer has also constructed two swimming pools, and other recreational facilities on a portion of the Property.

1.2 Name: The name by which this condominium shall be identified is THE FOUR WINDS CONDOMINIUM, hereinafter referred to as the "Condominium".

1.3 Submission of Property: The Developer does hereby submit the Property and the improvements constructed thereon to the condominium form of ownership pursuant to the provisions of the Act and hereby published a plan for the individual ownership of the several separate units (as defined in the Act) together with the undivided interest of such individual and separate owner or owners in all of the remaining real property hereinafter defined as "common elements", to be effective upon the recording hereof in the public records of St. Johns County, Florida.

1.4 Covenants and Restrictions: The Developer, as owner of said Property further makes the following declarations as to division covenants, restrictions, limitations, conditions and uses to which said real property and the improvements thereon, may be put, specifying that this Declaration shall constitute covenants to run with

the land, binding on the undersigned, its successors and assigns, and all subsequent owners of any part of said property and the improvements thereon, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, all as provided by the Act.

ARTICLE II  
DEFINITIONS

2.1 Statutory Definitions: The definitions and meanings of the terms set forth in Section 711.03 of the Act are hereby incorporated by reference in this Declaration.

2.2 Other Definitions: For the purposes of this Declaration all terms used herein and not specifically defined elsewhere shall have the following meanings:

(a) "Association" shall mean THE FOUR WINDS CONDOMINIUM ASSOCIATION, an unincorporated association of Developer (until its withdrawal pursuant to this Declaration) and all of the owners acting as a group, in accordance with the condominium documents for the purpose of administering the affairs of the condominium.

(b) "Common Elements" shall be all the parts of the condominium property not included within the apartment boundaries as described in Schedule "B".

(c) "Common Expenses" include (1) expenses of administration; expenses of maintenance, operation, repair, or replacement of the common elements, and of the portions of units to be maintained by the Association; (2) expenses declared common expenses by provisions of this Declaration or by the Bylaws; and (3) any valid charge against the Condominium as a whole, such as ad valorem taxes for the year in which this Declaration is recorded.

(d) "Condominium Documents" shall mean the documents by which THE FOUR WINDS CONDOMINIUM will be established, including this Declaration, the By-Laws of the Association, deeds by which Developer will convey units to purchasers thereof, and all plats and plans required to be recorded pursuant to the Florida Condominium Act, all of which documents are or will be attached to this Declaration and made a part hereof.

(e) "Owner" shall mean a unit owner as defined in the Act and shall include the record owner, whether one or more persons, of fee simple title to any unit and the portion of the common elements attributable to such unit ownership, excluding those persons having such interest merely as a security for the performance of an obligation or debt and excluding Developer.

(f) "Utility Services" as used in the Act and construed with reference to the Condominium, and as used in this Declaration and the By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

ARTICLE III  
PLAN OF DEVELOPMENT

3.1 General: The Developer has commenced construction

251 533

upon and improvement of the Property in accordance with certain architectural and land use plans more particularly described in Schedule "C" of this Declaration. The Property shall be divided in 10 separate condominium parcels, each subject to the provisions of this Declaration. Each condominium parcel shall consist of a unit, its appurtenant percentage of undivided interest in the common elements and voting rights assigned to the unit.

**3.2 Description of Units:** There shall be three typical unit floor plans which are designated by the capital letters A, B, and C. The units are being constructed in contiguous groups located in 10 separate buildings containing varying numbers of units from 10 to 18, which groups are herein referred to as "buildings". The units are contained within the buildings depicted on the survey more particularly specified in Schedule "C" of this Declaration. The survey and drawings are accurate reflections of the improvements constructed on the Property. Some of the units are now under construction.

**3.3 Covenant of Completion:** The Developer hereby covenants and agrees to faithfully complete all such units not later than 2 years from the date this Declaration is filed for record. Upon the completion of each building, the Developer shall file an amendment to this Declaration showing the exact location of such building and the type and address of each unit within the building. In the event the Developer fails to complete any building, the Developer shall purchase and the owner shall sell any unit in the incompleting building for a price equivalent to that paid by the Owner. In the event of such purchase or purchases, the Developer shall thereafter and forever be absolved and relieved of any and all liability or responsibility relating to or derived from such incompleting building.

**3.4 Right of Alteration:** The Developer reserves the right to change the interior design and arrangement of all units, to alter the boundaries between units, and to otherwise revise, modify or change (in whole or in part) any of such units during the course of construction, provided (a) the Developer owns the units so altered, (b) such units are not under a valid contract of sale, and (c) the Developer adheres to the general scheme of development as depicted on the general plot plan recorded in the public records of St. Johns County, Florida, and referred to as Schedule "C" of this Declaration. Any such alteration permitted by the terms of this paragraph shall be reflected by an amendment to this Declaration which may be executed by the Developer alone, notwithstanding the procedures for amendment described in Article VI, Section 2, of the By-Laws attached hereto as Schedule "D". However, no such change shall increase the number of units nor alter the boundaries of the common elements without amendment to this Declaration in the manner described in the aforesaid Article and Section of the By-Laws.

**3.5 Grant of Easement:** The Developer owns certain other real property adjacent to the property, the same being a parcel of land in Government Lot 1, Section 12, Township 9 South, Range 30 East, St. Johns County, Florida, described as follows:

Commencing at the intersection of the south line of said Government Lot 1, Section 12, with the east right of way line for State Road No. A-1-A, said right of way being 100 feet in width; thence

north 19 degrees 56 minutes west, on said right of way line, 470.74 feet; thence continuing north 19 degrees 56 minutes west, on said right of way line, 520.39 feet to the point of beginning at the southwest corner of the herein described parcel of land; thence continuing north 19 degrees 56 minutes west on said right of way line, 424.61 feet; thence north 70 degrees 04 minutes east 85 feet; thence south 19 degrees 56 minutes east 424.61 feet; thence south 70 degrees 04 minutes west 85 feet to the point of beginning, and containing 0.829 acre, more or less, and hereinafter referred to as the "Service Parcel".

The Developer has constructed a sewer treatment plant on the above-described Service Parcel providing sewer service to the Property. The Developer hereby grants, establishes and creates for the benefit of the owner or owners of the Property (and/or their Board of Directors) a non-exclusive easement for ingress and egress to, upon, over, across, and under the Service Parcel for the purpose of connecting with, maintaining, repairing, and replacing underground utility lines, pipes, conduits, sewers and drains located in the Service Parcel and serving the Property; provided that any and all damage which may be caused by the exercise of this easement shall be promptly repaired, including, without limitation, the restoration of all surface areas to their condition immediately prior to such exercise.

The easement and rights hereby granted, established and created shall be for the benefit of and restricted solely to the owners of the Property, their agents or representatives and shall not be construed as creating any right in or for the benefit of the general public.

#### ARTICLE IV OPERATION AND MANAGEMENT

**4.1 THE FOUR WINDS CONDOMINIUM ASSOCIATION:** The operation and management of the Condominium shall be by an association of owners known as THE FOUR WINDS CONDOMINIUM ASSOCIATION (the "Association"), pursuant to the provisions, terms and conditions of By-Laws of the Association set forth as Schedule "D" of this Declaration. The Association may (but shall not be required to) incorporate as a non-profit corporation, upon approval by members of the Association holding at least seventy-five (75%) per cent of the total authorized votes at a meeting called for that purpose. The owner of each unit shall automatically, upon becoming the owner of such unit, be a member of the Association and shall remain a member of said Association until such time as his ownership ceases for any reason. Membership in the Association shall thus be an appurtenance to each unit and shall pass with the conveyance of the unit to each successive owner. Each owner, by the acceptance of a deed or other instrument evidencing his ownership interest, shall accept membership in the Association and shall be subject to the power and authority of the Association. No owner, whether one or more persons, shall have more than one membership per unit.

**4.2 Effective Date:** The Association shall come into being on the date that the first unit of the Condominium is conveyed by the Developer to a purchaser. Commencing on that date, each purchaser or owner of a unit shall be subject to all of the terms and conditions of this Declaration, the power and authority of the Association and to all assessments and charges levied by the Association pursuant to the provisions of the Declaration.

**4.3 Management Pending Completion and Sale:** During the course of construction of the condominium and until the sale of the last unit, the Developer shall have the right to exercise all voting rights of the owners of any units, to perform the functions of the Association and to manage the Condominium. Specifically, the Developer shall have the right to manage the condominium and its common elements and facilities, to act as and exercise the powers of the Board of Directors, to select a managing agent, to set annual assessments, to determine repairs and reconstruction of any unit, and to adopt the rules and regulations governing the use of the Condominium. So long as the performance of the functions of the Association and the management of the condominium is borne by the Developer, the right of the Association to manage the property and fix assessments shall be suspended. However, at any time after 80% of the units have been sold and occupied, the Developer shall have the right to transfer the management of the Condominium to the owners, if, in the judgment and discretion of the Developer, the affairs of the Association can be handled without undue difficulty and construction has progressed sufficiently that construction requirements will not interfere with the normal handling of the affairs of the Association.

**4.4 Organization and Turnover:** Unless the Developer transfers management at an earlier date as provided in the foregoing paragraph, the Developer's right to manage the Condominium shall expire when the last unit is sold. Within 45 days after the sale of the last unit, the Developer shall call, upon 10 days' written notice, a special meeting of the owners of all units for the following purposes:

- (a) to fix the annual meeting of the Association;
- (b) to receive the Developer's report of all receipts and disbursements of common expense funds and supplemental common expense funds, if any;
- (c) to elect Directors of the Association; and
- (d) to attend to such other and further business as the Developer may specify in its call.

Upon the adjournment of the meeting, the Developer shall turn over to the Directors of the Association, all books, records, and documents pertaining to the Association or the management of the Condominium.

#### ARTICLE V USE RESTRICTIONS

**5.1 Use Restrictions:** In addition to the other covenants and conditions contained in this Declaration, the following specific use restrictions shall apply to the Condominium:

- (a) All units at the Condominium shall be occupied and used by the respective owners only as a private residential property for the owner, his family, tenants and social guests, and for no other purpose.
- (b) In order to preserve the architectural appearance

of the Condominium as the same was originally designed and constructed, no owner shall change, modify or alter in any way or manner whatsoever, the design and appearance of any of the exterior surfaces, facades and elevations from that of its original construction; nor shall any owner paint or decorate the surface of any exterior masonry or brick structure or member; nor change the color of any exterior surface or exterior door, gate or fence, nor change the color of the exterior lights; nor install, erect, or attach to any part of the exterior of his unit any sign of any kind whatsoever; nor install, erect or attach to any part of the exterior or roof of the unit any sort of radio or television aerial; nor shall any owner erect or construct any fence or exterior wall other than those constructed in the original construction, unless such owner shall have first obtained the consent in writing of at least fifty-one percentum (51%) of all of the other owners and such lenders as may have title or interest in any unit of the Condominium.

(c) All owners of units of the Condominium covenant and agree, by acceptance of their deeds of conveyance, that the administration of the Condominium shall in all respects be in accordance with the provisions of the Act pursuant to which this Declaration is made; this Declaration and its Schedules; and the By-Laws of the Association. The Declaration and By-Laws shall at all times be deemed to conform to the Act and any amendments thereto, but otherwise, the Declaration and By-Laws shall be amended only by the appropriate action of the Association as authorized by the By-Laws of such Association.

5.2 Confirmation of Use Restrictions: So long as Florida law limits the period during which covenants restricting lands to certain uses may run, it shall be the duty of the Board of Directors to cause this Declaration to be amended of record when necessary by filing a document bearing the signature of owners having a majority of voting interest of the Condominium reaffirming and newly adopting the Declaration and covenants then existing in order that the same may continue to be covenants running with the land. Such adoption by a majority shall be binding on all.

5.3 Regulations: Reasonable regulations concerning the use of the units, appurtenances thereto, and common elements and facilities may be made and amended from time to time by the Board of Directors of the Association; provided that copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners. Such regulations shall be binding upon the owners, their families, visitors, guests, servants and agents, until and unless such regulations, rule or requirement be specifically overruled and cancelled in a regular or special meeting by the vote of owners holding a majority of the total votes.

5.4 Binding Effect: All agreements and determinations lawfully made by the Association in accordance with the voting percentages enumerated in Schedule "B" and established in the By-Laws hereto attached shall be deemed to be binding on all owners of units, their successors, assigns or others having an interest in the property or the privilege of possession and enjoyment of any part of the Property.

5.5 Enforcement: Each owner, tenant or occupant of a unit of the Condominium shall be bound to comply with the statutory or recorded provisions and the decisions or resolutions of the Association as the same may appear from time to time, and failure to do so, shall be grounds for an action to recover damages or obtain injunctive and equitable relief.

5.6 Failure of Enforcement: The failure of the Association or any unit owner to enforce any covenant or provision of the Act, Declaration, By-Laws or regulations affecting the Condominium shall not constitute a waiver of the right to do so thereafter.

ARTICLE VI  
ASSESSMENTS, INSURANCE AND LIENS

6.1 Common Expense Fund: Within thirty (30) days prior to the beginning of each calendar year, the Board of Directors of the Association shall estimate the net charges to be paid during such year and the cash requirements to be assessed to the owners of the units in accordance with the respective percentage attributable to each unit. If the estimated sum proves inadequate for any reason, including non-payment of any owner's assessment, the Board of Directors may, at any time, levy a further assessment which shall be assessed to the owners in like proportions. Each owner shall be obligated to pay assessments made pursuant to the provisions of this paragraph to the Treasurer of the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board of Directors may designate. The common expense fund shall be assessed to cover the following:

- (a) Management fees and expenses of administration.
- (b) Cost of insurance purchased for the benefit of all the owners and the Association as required by this Declaration including, but not limited to, fire and other hazard coverage; public liability coverage; and such other hazard coverage as the Board of Directors determine to be in the interest of the Association and the owners.
- (c) The expense of maintenance, operation, repair or replacement of the common elements including, but not limited to, preservation of landscaping, employment of personnel needed, preservation or repair of walls, walks, drives, streets and building exteriors as the Board of Directors may, from time to time deem appropriate.
- (d) The expense of utility services serving the Condominium.
- (e) The expense of providing for protection and safety of persons and property.
- (f) Establishment and maintenance of a reasonable operating reserve fund to cover unforeseen contingencies or deficiencies arising from unpaid assessments or liens as well as emergency expenditures authorized by the Board of Directors.



6.2 Supplemental Common Expense Fund: The Board of Directors, for the benefit of the Association and the owners, shall be authorized to assess and provide a supplemental common expense fund for the redecorating, painting, maintenance and repair of all unit exteriors, and common elements except, however, that the Board of Directors shall not have the authority to pay for out of the supplemental common expense funds any sums for capital additional improvements or additions costing more than \$5,000.00 without the prior approval of owners holding a majority of the total votes; provided, however, that so long as the Developer owns one or more units of the Condominium, no such assessments shall be made without prior written consent of the Developer.

6.3 No Exemptions: No owner of a unit may exempt himself from liability for his contributions to the common expense fund or the supplemental common expense fund by waiver of his right to use and enjoy any of the common elements or by the abandonment of his unit for which the assessments are made.

6.4 Delinquent Assessments: Any assessments not paid within 20 days after the due date shall bear interest from the date when due at the rate of 8% per annum, or such other lawful rate of interest set by the Board of Directors.

6.5 Liability of Grantee: A unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance whether or not a claim of lien had theretofore been filed as provided by law. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, if he shall so request, and once having been furnished with such a statement, such person shall not be liable for, nor shall the unit conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth, plus costs of collection of such sums, if applicable.

6.6 Required Insurance Coverage: The fire and other hazard insurance purchased as aforesaid by the Board of Directors shall include provisions to meet the following requirements:

(a) All policies shall be written with a company licensed to do business in the State of Florida and holding a rating of "AAA" or better by Best's Insurance Reports, and

(b) Authority to adjust losses under policies in force for the Condominium shall be vested in the Board of Directors, and

(c) The amount which the Board of Directors, in behalf of the owners and the Association, may realize under any insurance policy solely because of the existence of a policy purchased by the owner at his own expense to provide additional coverage for himself, and



251 539

(d) Each policy shall be written in the name of the Board of Directors as insurance trustees to whom all proceeds covering losses shall be paid for the benefit of the Association the owners, and any mortgagee named in such policy, and

(e) Each policy includes a schedule of the units, the names of the owners, their mortgagee, if any, and the insured value of each dwelling.

6.7 Additional Insurance Coverage: Each owner who purchases separate or additional insurance coverage on his unit for other than personal property shall furnish a memorandum copy of the policy to the Board of Directors within thirty (30) days after purchase of such insurance.

6.8 Insurance Review: The Board of Directors of the Association shall annually conduct an insurance review for the purpose of determining the full insurable value of the entire property including all units and common elements, and shall for the benefit of all the owners and the Association purchase a policy or policies of fire insurance with extended coverage endorsement for the full insurable value; or such other hazard insurance coverage as the Board of Directors may determine gives substantially equal or greater protection to the owners and their lender (if any) as their respective interests may appear, and which policy or policies shall provide for separate loss payable endorsements in favor of each lender, if any. The Board of Directors shall likewise annually purchase and provide public liability insurance incident to the ownership and/or use of the property. The liability policy shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named unit owners under the policy or policies shall not be prejudiced as respects such owners action against another owner or named insured. Whenever needed to comply with statutory requirements, the Board of Directors shall likewise purchase workmen's compensation insurance covering the employees of the Association.

#### ARTICLE VII REPAIRS AND RESTORATIONS

7.1 Intent: Repair, reconstruction and rebuilding of the units and/or common elements as used in this Declaration means restoring the units to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

7.2 Common Elements: The maintenance and operation of the common elements shall be the responsibility and the expense of the Association.

After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration or further improvements of the real property constituting the common elements without prior approval in

writing by the owners of not less than 75% of the common elements except as provided by the By-Laws, but any such alteration or improvement shall not interfere with the rights of any unit owner. However, the cost of any such alteration or improvement shall not be assessed against a mortgagee which acquires title as the result of holding a mortgage upon a unit, unless such mortgagee has given prior written approval to the alteration or improvement. There shall be no change in the shares and rights of a unit owner in the common elements which are altered or further improved, whether or not the unit owner contributes to the cost thereof.

7.3 Units; Association Responsibility: The Association shall maintain, repair and replace

(1) all portions of a unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to the outside walls of the building and all fixtures on the exterior thereof; boundary walls of units; floor and ceiling slabs; and load-bearing columns and load-bearing walls; and

(2) all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.

All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

7.4 Units; Owner Responsibility: The responsibility of the unit owner shall be

(1) To maintain, repair, and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association;

(2) To keep his unit in a clean and sanitary condition and do all the redecorating and painting which may at any time be necessary to maintain the good condition of his unit;

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building; and

(4) To promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association.

7.5 Repairs After Total or Partial Destruction:

(a) Unit Repairs: In the event any unit or units of the Condominium are damaged or totally destroyed by fire, casualty, or other disaster, the repair and reconstruction thereof shall be mandatory unless all the owners unanimously agree in writing not to repair, reconstruct or rebuild the property. If the cost of repair or reconstruction or rebuilding is greater than the insurance funds available for such purpose, the deficiency shall be provided by the unit owner whose unit is affected and damaged. Such deficiency shall be and become an assessment against the unit subject only to pre-existing mortgages on the unit and taxes due, and shall be

paid by the unit owner at such time and under such conditions as the Board of Directors may prescribe. The failure to so pay shall constitute a failure to pay assessments constituting a lien on such unit.

(b) Building Repairs: In the event any building is damaged or totally destroyed by fire, casualty or other disaster, the insurance proceeds, if sufficient to reconstruct the buildings, shall be applied to such reconstruction. If the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be promptly repaired and restored using proceeds of insurance, if any, on the buildings for that purpose, and the unit owners shall be liable for assessment for any deficiency.

Reconstruction of units or buildings, as used in this paragraph means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before. Such reconstruction, in any event, shall be accomplished by direction and authority of the Association.

However, if three-fourths or more of the buildings are destroyed or substantially damaged and if the owners, by a vote of at least three-fourths of the voting power, within 90 days after such destruction or damage, elect not to make provision for reconstruction, the Association shall record a notice setting forth such facts, and upon the recording of such notice:

(1) the property shall be deemed to be owned in common by the owners;

(2) the undivided interest in the property owned in common which shall appertain to each owner shall be the percentage of undivided interest previously owned by such owner in the common elements;

(3) any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the owner in the property; and

(4) the property shall be subject to an action for partition at the suit of any owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the owners in a percentage equal to the percentage of undivided interest owned by each owner in the common elements, after first paying out of the respective shares of the owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each owner.

Notwithstanding all other provisions hereof, the owners may, by an affirmative vote of at least three-fourths of the voting power, at a meeting of unit owners duly called for such purpose, elect to sell or otherwise dispose of the property. Such action

shall be binding upon all unit owners and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

(c) Common Elements: If common elements are destroyed or damaged, they shall be reconstructed or repaired.

7.6 Easement of Association: The Association shall have an easement for access to all units of the Condominium for ingress and egress as required by its officers, directors, employees and their agents and independent contractors, in order to perform its obligations and duties prescribed in this Declaration. This easement is also reserved for the Developer so long as the Developer owns any unit of the Condominium.

#### ARTICLE VIII RIGHTS OF DEVELOPER

8.1 Construction and Sale Period: Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for the Developer or the builder of the units and structures to maintain, during the period of construction and sale of the units, upon such portion of the property as the Developer may deem necessary, such facilities as in the sole opinion of the Developer may be reasonably required, or be convenient or incidental to the construction and sale of the units, including, but not limited to, storage areas, construction yards, signs, model residences, construction offices, sales offices and business offices.

8.2 Use of Property: Developer reserves the right to grant easements for utilities and other reasonable purposes across common elements, to use any of the units as models and to sell, assign or conduct other businesses in connection with the construction and development of the project from any of such units prior to their being sold. This reservation of right or privilege in the Developer includes, but is not limited to, the right to maintain a model, erect signs, maintain an office, staff the office with employees, and to use any and all of the common elements and to show the units then unsold. Any improvements placed on the Property for the purpose of such sales, such as signs, sales and other signs, telephones, or any other promotional items shall not be considered common elements nor attachments to the Property, but shall remain the property of the Developer and may be removed at any time convenient to the Developer.

8.3 Amendments: The Declaration or By-Laws shall not be revoked or amended with respect to selection of a management agent, fixing of assessments, repairs or reconstruction of any unit, or adoption of rules concerning conduct and use of the common elements, without the written ratification or approval of the Developer so long as the Developer owns one or more of the units of the Condominium.

251 543

3.4 Specific Exclusions During Construction and Sale: In no event shall paragraphs 5.1, 5.3, 5.4, and 5.5 be binding upon the Developer or be applicable in connection with the ownership of any one or more units by the Developer.

ARTICLE IX  
SALE, LEASE OR MORTGAGE OF UNIT

9.1 Sales and Leases; Right of First Refusal: In order to assure a community of congenial owners and thus protect the value of the units, the sale or leasing of a unit by any owner other than the Developer shall be subject to the following provisions:

(a) Notice to Association. An owner intending to sell or lease his unit shall give notice in writing to the Board of Directors of such intention, stating the name and address of the intended purchaser or lessee, the terms of the proposed transaction and such other information as the Board may reasonably require ["owner's notice"].

(b) Alternatives of Association. Within 30 days after receipt of owner's notice, the Board of Directors shall notify such owner in writing ["Board's notice"] that: (i) the transaction is approved; (ii) the Association will furnish a purchaser or lessee approved by the Board of Directors who will purchase or lease the unit upon terms as favorable to the owner as the terms stated in the owner's notice, except that the Board's purchaser or lessee shall have 30 days subsequent to the date of the Board's notice in which to close the transaction; or (iii) the Association will purchase or lease the unit upon the terms and conditions contained within the owner's notice, provided that the Association may obtain an appraisal of the value of the unit for purchase or lease, as the case may be, and if such appraised value is less than the amount at which the owner intends to sell or lease, then the purchase or lease price to the Association shall be determined by the appraisal. Should the Board of Directors fail to respond to owner's notice within 30 days, the transaction shall be deemed approved.

(c) No waiver. Approval by the Association's Board of Directors of any sale or lease shall not constitute a waiver of the right of approval of any other conveyance or lease or to any assignment of subletting of any previously approved leasing. The approval by the Board shall be in recordable form and shall be delivered to the purchaser or lessee who shall record same.

(d) Sale by Mortgagee. Should the holder of a first mortgage on any unit become the fee simple owner of such unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage or desire to sell under the power of sale contained in its mortgage, the sale of such fee simple interest or any lease or disposition of any interest in the unit by such mortgagee pursuant to the satisfaction of the indebtedness secured thereby may be accomplished without regard to the restrictions contained in this section provided, however, that the purchaser or lessee of such unit from such mortgagee shall take subject to this Declaration and the Act.

9.2 Mortgaging. No owner may mortgage his unit or any interest therein without the approval of the association's Board of Directors, except to the person from whom such unit was purchased or to a bank, insurance company, a federal savings and loan association or a corporation or partnership acting as a mortgage broker whose primary interest in making any such mortgage is the placement and servicing of same with and on behalf of one of such other lending institutions described above. The existence of a "permanent commitment" from any such lending institution to purchase any such mortgage from such mortgage broker shall be conclusive evidence of such mortgage broker's intent to place any such mortgage with one of such other lending institutions whether or not such commitment is ultimately fulfilled. The approval of any mortgage as provided for above may be upon conditions determined by the Board of Directors or may be arbitrarily withheld.

9.3 Rights of Mortgagees; Association Affairs. So long as any mortgagee shall hold a valid mortgage covering any unit of the condominium, such mortgagee shall have the following rights:

- (a) To attend and observe, without voice or vote, all meetings of owners, but not meetings of Board of Directors.
- (b) To receive copies of annual financial reports furnished to owners.
- (c) To inspect books and records of the Association as required to be available for owners.
- (d) To exercise the voting right of the owner of any unit covered by the mortgage or mortgages held by the mortgagee with respect to any question of revoking or amending in any particular the Declaration or the By-Laws of the Association. For this purpose, a mortgagee (or its successors or assigns) shall be given no less than ten (10) days notice of any meeting at which any such issue shall be raised. Upon the failure of said mortgagee (or its successors or assigns) to participate in the vote on any such issue, the owner of the unit or units subject to the mortgage of a mortgagee (or its successors or assigns) shall be vested with full voting rights as to such issue.

In order to insure its rights under this paragraph, the mortgagee shall have first filed a written request with the Board of Directors that notice of meetings and copies of reports be sent to a named agent or representative of the mortgagee at the address stated in the request.

9.4 Additional Rights of Mortgagees: In addition to the other rights of Mortgagees as provided herein, each Mortgagee shall have the following rights:

- (a) The holder of any mortgage on any unit is entitled to written notification from the association of owners of the condominium of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within 30 days.
- (b) Any holder of any mortgage which comes into possession of a unit pursuant to the remedies provided in



251 545

the mortgage, or foreclosure of the mortgage, or deed, in lieu of foreclosure, shall be exempt from any right of first refusal or other restrictions on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the unit.

(c) Any holder of any mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed, in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

(d) Unless all holders of first mortgage liens on individual units have given their prior written approval, the association of owners of the condominium shall not be entitled to:

(1) change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;

(2) partition or subdivide any unit or the common elements of the project; nor

(3) by act or omission seek to abandon the condominium status of the project except as provided by statute in case of substantial loss to the units and common elements of the condominium project.

It shall be the duty of the Association to secure the prior approval of mortgagees for any of the preceding acts.

**9.5 Void Transactions:** Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be voidable at the option of any owner or the Board of Directors until such time as same shall be approved by the Board of Directors.

#### ARTICLE X MISCELLANEOUS PROVISIONS

**10.1 Conveyances:** All conveyances of title in the consummation of the sale of any unit shall be by general warranty deed, which shall include the following particulars:

(a) **Description:** A description of the property conveyed in the following form:

"A condominium unit, being Unit No. \_\_\_\_\_ of THE FOUR WINDS CONDOMINIUM, hereinafter referred to as the "Condominium", according to a Condominium Declaration dated February 14, 1974, filed for record March \_\_, 1974, and recorded in Official Record Volume \_\_\_\_\_, page \_\_\_\_\_, in the public records of St. Johns County, Florida, together with the undivided interest in the common elements designated in the Condominium Declaration to be appurtenant to such unit."



(b) Use: A statement of the use for which the unit is intended and restrictions on its use:

(c) Other Matters: Any other and further matters which the grantor and grantee may deem desirable to set forth consistent with the Declaration, By-Laws, and the Act.

10.2 Notices; Agent for Service: All notices, stipulations, writings, or process to be served upon the Association, or upon the Board of Directors shall be delivered to the authorized Agent of the Association and of the Board of Directors. Said Agent shall be the then incumbent President of the Association whose name and address as appears in the minutes of the Association shall by this reference be a matter of record as part of this paragraph and Declaration. From time to time as new persons serve in the office of President, the Secretary shall certify and record an amendment to this paragraph. Amending and recording for the purpose of this paragraph shall not require any formal Association action, it being intended to meet at all time the statutory requirement to disclose the name and address of a person to receive service of process.

Until the election of the first President, Ms. Flo Buckett, whose office address is THE FOUR WINDS CONDOMINIUM, Crescent Beach, Florida, shall be considered the authorized agent.

#### 10.3 Easements and Licenses:

(a) Encroachments: Each unit and the common elements shall be subject to an easement for encroachments created by construction, settling and overhangs designed or constructed by Developer. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the owners of the units so affected agree that minor encroachments of parts of the adjacent unit or common elements due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

(b) Utilities and Public Service Facilities: There is hereby granted a general easement upon, across, over and under all of the property for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to, water, sewers, telephones, gas and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other equipment on the property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the units. After the Period of Development, however, no sewers, gas lines, electrical lines, water lines or other utilities may be added to or relocated on the property except as approved by the Board of Directors. Should any utility furnishing a service by the general easement herein provided request a specific easement by separate recordable document, Developer shall have the right to grant such easement on the property, prior

251 547

to its withdrawal, without conflicting with the terms hereof; thereafter, such easement shall be granted by the President of the Association upon proper action of the Board of Directors. The easements provided for in this Article shall in no way affect any recorded easement on the Property.

10.4 Captions: The captions of the various Articles and paragraphs of this Declaration shall not be deemed a part of this Declaration and shall not be construed in any way to limit the content of such Articles and Paragraphs, but are inserted herein only for reference and convenience.

10.5 Gender: The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter gender and the use of the singular shall include the plural, and vice versa, whenever the context so requires.

10.6 Severability: If any provisions of this Declaration, By-Laws or other Schedules attached hereto, or any paragraph, sentence, clause, phrase or word appearing therein, or herein be judicially held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify, or impair in any manner whatsoever any other term, provisions, paragraph, sentence, clause, phrase or word appearing in said documents.

#### ARTICLE XI AMENDMENT

11.1 By Developer: Amendments to this Declaration for the purpose of further identifying and locating the Units contemplated in the Development shall be made as and when the construction of each of the Buildings is completed. Each such amendment shall be approved by the Developer and filed for record in the public records of St. Johns County, Florida, at which time the same shall become effective. Other amendments which are authorized by this Declaration and the Act and made prior to the date on which the Developer delivers management of the Development to the Association shall become effective when approved and recorded in the manner hereinabove provided; however, such amendments shall not affect materially any rights of any then existing mortgage holder or Owners. In the event that such an amendment does affect materially any rights of any then existing mortgage holders or owners, the amendment shall be valid only upon the written consent thereto of all the then existing mortgage holders and a majority of the then existing Owners. Such amendments shall be certified by the Developer as having been duly approved and shall be effective when recorded in the public records of St. Johns County, Florida.

11.2 By Association: Amendments to this Declaration other than those provided for in the preceeding paragraph which are authorized by this Declaration and the Act, shall be proposed and adopted in the following manner:

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment shall be considered.

(b) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Directors and members not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by all of the Directors and, unless otherwise specified in this Declaration or the Act, by not less than ninety percent (90%) of the total vote of the Association; provided, however, that in the event the proposed amendment should affect materially any rights of any then existing mortgage holders, such amendment shall also require the written consent thereto of all of the then existing mortgage holders, and, provided further, that if the Association shall vote to amend the By-Laws in any respect, such By-Laws amendment shall be set forth in an amendment to this Declaration as required by the Act, and such amendment to this Declaration shall be valid when approved by a Majority of the total vote of the Association.

(c) Recording. A copy of each amendment provided for in this Article XI shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when filed for record in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, this Condominium Declaration has been signed and sealed by the General Partners of CRESCENT BEACH, LTD., as of the day and year first written above.

CRESCENT BEACH, LTD.  
A Florida Limited Partnership

Signed, sealed & delivered  
in the presence of:

By: Duane L. Hoover  
Duane L. Hoover  
General Partner

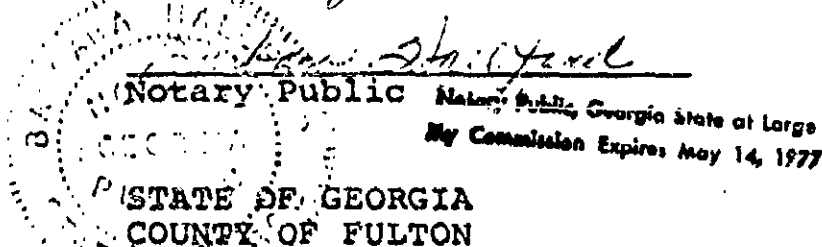
Witness

By: Larry C. Morris  
Larry C. Morris  
General Partner

Witness

By: Phillip Baum  
Phillip Baum  
General Partner

Notary Public



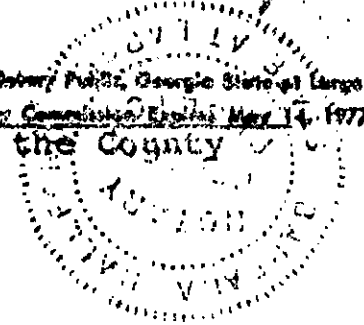
Before me personally appeared DUANE L. HOOVER, LARRY C. MORRIS, and PHILLIP BAUM, to me well known and known to me to be the General

251 549

Partners of CRESCENT BEACH, LTD., the limited partnership named in the foregoing instrument, and known to me to be the persons who as such General Partners of said partnership, executed the same, and then and there the said DUANE L. HOOVER, LARRY C. MORRIS, and PHILLIP BAUM did acknowledge before me that said instrument is the free act and deed of said partnership by them respectively executed as such General Partners for the purposes therein expressed.

WITNESS my hand and official seal, this 14<sup>th</sup> day of February, 1974.

Barbara Hubbard  
Notary Public in and for the County  
and State aforesaid.



251 550

SCHEDULE "A"

---

Attached to and Made a Part of  
CONDOMINIUM DECLARATION FOR THE FOUR WINDS CONDOMINIUM

---

A parcel of land in Government Lot 1, Section 12, Township 9 South, Range 30 East, St. Johns County, Florida, and more particularly described as follows:

Commencing at the intersection of the south line of said Government Lot 1, Section 12, with the east right of way line for State Road No. A-1-A, said right of way being 100 feet in width; thence north 19 degrees 56 minutes west, on said right of way line, 470.74 feet to the point of beginning at the south-west corner of the herein described parcel of land; thence continuing north 19 degrees 56 minutes west, on said right of way line, 530.39 feet; thence north 70 degrees 04 minutes east 85 feet; thence north 19 degrees 56 minutes west 63 feet; thence north 70 degrees 04 minutes east 452.58 feet more or less to the high water line of the Atlantic Ocean; thence approximately south 20 degrees 45 minutes 20 seconds east, on said high water line, 735.50 feet more or less to a point on said high water line which lies north 85 degrees 31 minutes 10 seconds east from the point of beginning; thence south 85 degrees 31 minutes 10 seconds west a distance of 568.69 feet more or less to the point of beginning; and containing 8.082 acres, more or less.

RESERVING, HOWEVER, unto Crescent Beach, Ltd., its successors and assigns, an easement ten (10) feet in width on, over, and across the above-described property for sewer and water purposes parallel, contiguous, and adjacent to the easterly right-of-way line of State Road No. A-1-A and running the full extent of the Property along State Road No. A-1-A together with the right of ingress and egress for the purposes of installing, constructing, repairing, and maintaining sewer and water lines.

SCHEDULE "B"

Attached to and Made a Part of  
CONDOMINIUM DECLARATION FOR THE FOUR WINDS CONDOMINIUM

DESCRIPTION OF BUILDINGS AND UNITS

B-1. Typical Buildings: There are four types of buildings located on the Property, each of which contains three to four levels and is constructed principally of concrete block with a stucco exterior surface. The buildings are generally described as follows:

Building Type One (12 Units-3 Levels):

The first level contains 4 units of the Typical Unit "A" design.

The second level contains the first floor of 8 units of the Typical Unit "B" design.

Building Type Two (18 Units-4 Levels):

Note: As shown in Schedule C, Exhibit C-5, Building Type Two is constructed on a left hand-right basis and is shown as Building Type Two and Building Type Two-A

The first level contains 3 units of the Typical Unit "A" design.

The second level contains the first floor of 3 units of the Typical Unit "A" design and the first floor of 6 Units of the Typical Unit "B" design.

The third level contains the first floor of 6 Units of the Typical Unit "B" design and the second floor of 6 Units of the Typical Unit "B" design.

The fourth level contains the second floor of 6 Units of the Typical Unit "B" design.

Building Type Three (14 Units-3 Levels):

The first level contains 2 units of the Typical Unit "A" design and the first floor of 8 Units of the Typical Unit "C" design.

The second level contains the first floor of 4 Units of the Typical Unit "B" design and the second floor of 8 Units of the Typical Unit "C" design.

The third level contains the second floor of 4 Units of the Typical Unit "B" design and the third floor of 8 Units of the Typical Unit "C" design.

Building Type Four (10 Units-3 Levels):

The first level contains 2 Units of the Typical Unit "A" design and the first floor of 4 Units of the Typical Unit "C" design.

The second level contains the first floor of 4 Units of the Typical Unit "B" design and the second floor of 4 Units of the Typical Unit "C" design.

The third level contains the second floor of 4 units of the Typical Unit "B" design and the third floor of 4 Units of the Typical Unit "C" design.

There are two Type One buildings, five Type Two buildings, two Type Three buildings, and one Type Four building, all of which are more particularly described and located on the site plan included as a part of Schedule "C" of this Declaration. The location of the Units within the buildings are more particularly shown on the site plan and in paragraph B-3 of this Schedule.

B-2. Typical Units: The units are generally described as follows and are more particularly shown on the floor plans included as a part of Schedule "C" of this Declaration.

Typical Unit "A" contains a living room, dining room, kitchen, two bedrooms, two baths, and patio, with approximately 1115 square feet.

Typical Unit "B" is a townhouse containing a living room, dining room, kitchen, two bedrooms, one and one-half baths, and a patio, with approximately 1202 square feet.

Typical Unit "C" is a three-level townhouse and contains a living room, dining room, kitchen, recreation room, two bedrooms, two and one-half baths, utility room, and a patio and balcony, with approximately 1759 square feet.

B-3. Percentage Interest: As set out in Paragraph 3.1 of this Declaration, the Property is divided in 152 separate condominium parcels. The units are contained in 10 buildings as depicted by the survey described in Schedule "C". The table below sets forth (1) the building number, (2) the building type, (3) the unit number, (4) the unit type, and (5) the percentage of the common elements, share of common surplus, liability for common expenses, and voting weight which are appurtenant to each of the Units, as shown under the column headed "Percentage Interest".

<u>Building</u>	<u>Building Type</u>	<u>Unit Number</u>	<u>Unit Type</u>	<u>Percentage Interest</u>
A	4	1	A	.0059
A	4	2	A	.0059
A	4	3	C	.0093
A	4	4	C	.0093
A	4	5	C	.0093
A	4	6	C	.0093
A	4	7	B	.0063
A	4	8	B	.0063
A	4	9	B	.0063
A	4	10	B	.0063
B	2-A	1	A	.0059
B	2-A	2	A	.0059
B	2-A	3	A	.0059
B	2-A	4	A	.0059
B	2-A	5	A	.0059
B	2-A	6	A	.0059
B	2-A	7	B	.0063
B	2-A	8	B	.0063
B	2-A	9	B	.0063
B	2-A	10	B	.0063
B	2-A	11	B	.0063



251 553

<u>Building</u>	<u>Building Type</u>	<u>Unit Number</u>	<u>Unit Type</u>	<u>Percentage Interest</u>
B	2-A	12	B	.0063
B	2-A	13	B	.0063
B	2-A	14	B	.0063
B	2-A	15	B	.0063
B	2-A	16	B	.0063
B	2-A	17	B	.0063
B	2-A	18	B	.0063
C	1	1	A	.0059
C	1	2	A	.0059
C	1	3	A	.0059
C	1	4	A	.0059
C	1	5	B	.0063
C	1	6	B	.0063
C	1	7	B	.0063
C	1	8	B	.0063
C	1	9	B	.0063
C	1	10	B	.0063
C	1	11	B	.0063
C	1	12	B	.0063
D	2	1	A	.0059
D	2	2	A	.0059
D	2	3	A	.0059
D	2	4	A	.0059
D	2	5	A	.0059
D	2	6	A	.0059
D	2	7	B	.0063
D	2	8	B	.0063
D	2	9	B	.0063
D	2	10	B	.0063
D	2	11	B	.0063
D	2	12	B	.0063
D	2	13	B	.0063
D	2	14	B	.0063
D	2	15	B	.0063
D	2	16	B	.0063
D	2	17	B	.0063
D	2	18	B	.0063
E	3	1	C	.0093
E	3	2	C	.0093
E	3	3	C	.0093
E	3	4	C	.0093
E	3	5	A	.0059
E	3	6	A	.0059
E	3	7	C	.0093
E	3	8	C	.0093
E	3	9	C	.0093
E	3	10	C	.0093
E	3	11	B	.0063
E	3	12	B	.0063
E	3	13	B	.0063
E	3	14	B	.0063
F	2-A	1	A	.0059
F	2-A	2	A	.0059
F	2-A	3	A	.0059
F	2-A	4	A	.0059

251 534

Building	Building Type	Unit Number	Unit Type	Percentage Interest
F	2-A	5	A	.0059
F	2-A	6	A	.0059
F	2-A	7	B	.0063
F	2-A	8	B	.0063
F	2-A	9	B	.0063
F	2-A	10	B	.0063
F	2-A	11	B	.0063
F	2-A	12	B	.0063
F	2-A	13	B	.0063
F	2-A	14	B	.0063
F	2-A	15	B	.0063
F	2-A	16	B	.0063
F	2-A	17	B	.0063
F	2-A	18	B	.0063
G	1	1	A	.0059
G	1	2	A	.0059
G	1	3	A	.0059
G	1	4	A	.0059
G	1	5	B	.0063
G	1	6	B	.0063
G	1	7	B	.0063
G	1	8	B	.0063
G	1	9	B	.0063
G	1	10	B	.0063
G	1	11	B	.0063
G	1	12	B	.0063
H	2	1	A	.0059
H	2	2	A	.0059
H	2	3	A	.0059
H	2	4	A	.0059
H	2	5	A	.0059
H	2	6	A	.0059
H	2	7	B	.0063
H	2	8	B	.0063
H	2	9	B	.0063
H	2	10	B	.0063
H	2	11	B	.0063
H	2	12	B	.0063
H	2	13	B	.0063
H	2	14	B	.0063
H	2	15	B	.0063
H	2	16	B	.0063
H	2	17	B	.0063
H	2	18	B	.0063
I	3	1	C	.0093
I	3	2	C	.0093
I	3	3	C	.0093
I	3	4	C	.0093
I	3	5	A	.0059
I	3	6	A	.0059
I	3	7	C	.0093
I	3	8	C	.0093
I	3	9	C	.0093
I	3	10	C	.0093
I	3	11	B	.0063
I	3	12	B	.0063

251 555

<u>Building</u>	<u>Building Type</u>	<u>Unit Number</u>	<u>Unit Type</u>	<u>Percentage Interest</u>
I	3	13	B	.0063
I	3	14	B	.0063
J	2-A	1	A	.0059
J	2-A	2	A	.0059
J	2-A	3	A	.0059
J	2-A	4	A	.0059
J	2-A	5	A	.0059
J	2-A	6	A	.0059
J	2-A	7	B	.0063
J	2-A	8	B	.0063
J	2-A	9	B	.0063
J	2-A	10	B	.0063
J	2-A	11	B	.0063
J	2-A	12	B	.0063
J	2-A	13	B	.0063
J	2-A	14	B	.0063
J	2-A	15	B	.0063
J	2-A	16	B	.0063
J	2-A	17	B	.0063
J	2-A	18	B	.0063

The assigned percentages of interest and voting may not, and need not, be mathematically accurate and equal to the proportionate assigned values. No opinions, appraisals, sale or market value transaction shall be interpreted as requiring or permitting any change in the assigned percentages of undivided interest and voting rights.

B-4. Vertical Boundaries of Units: The vertical boundaries of each unit shall be the exterior of the outside walls of the units as the same may exist upon completion of construction, having the dimensions and locations shown on the survey, foundation plans, and elevation drawings identified in Schedule "C" hereof. Where there may be attached to such outside wall a balcony, loggia, terrace, patio, a stairway, a stoop, landing steps, projecting cornices and copings, or other portion of the building, serving only the unit being bounded, such boundary shall be deemed to include all of such structures and fixtures thereon. However, as respects an interior wall, or walls between units, the vertical boundary of each unit shall be fixed at the center line of such walls between units, provided that such walls are not to be deemed party walls, but instead are part of the limited common elements as defined elsewhere in this Declaration, serving only the units affected. The vertical boundaries of each unit shall also embrace any garden courtyard or terrace appurtenant to the unit as bounded by exterior privacy or garden walls as shown on the architectural exhibits enumerated in Schedule "C". In these instances, the vertical boundary shall go to the center of such walls as may divide the courtyard of one unit from the courtyard of another unit. Every portion of a dwelling contributing to the support of an abutting unit shall be burdened with an easement of support for the benefit of such abutting unit.

B-5. Horizontal Boundaries of Units: The horizontal boundaries of each unit shall be the following boundaries as extended to an

intersection with the vertical boundaries:

(a) the upper boundary of each unit shall be a horizontal plane the elevation of which coincides with the elevation of the exterior surface of the top story interior ceiling, in the case of units immediately beneath the roof of the building in which the unit is located or (ii) the elevation of the under surfaces of the floor slab of the floor of the unit immediately above, in the case of units situated under other units.

(b) the lower boundary of each unit shall be a horizontal plane the elevation of which coincides with the upper surface of the floor slab, if there be a floor slab; otherwise, the lowest surface of the unfinished subfloor, whether the floor of the unit be situated upon the ground or above another unit.

B-6. Encroachments and Variances: In the event any horizontal or vertical boundary line as shown on the architectural exhibits enumerated in Schedule "C" does not coincide with the actual location of the respective wall, floor or ceiling surface of the unit because of construction, or for any other reasons, the boundary lines of each unit shall be deemed to be and shall be treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment as in accordance with the actual existing construction and/or condition. In such case easements for his exclusive use shall exist in favor of the owner of each unit in and to such space lying outside of the actual boundary line of the unit but within the appropriate wall, floor or ceiling surfaces of the unit. Any apparatus, ducts, conduits, lines, mains, wires, or other items which extend beyond the boundaries of a unit but which serve solely that unit shall be deemed a part of the unit and appurtenant thereto, and title thereto and the responsibility for maintenance thereof shall pass with the unit.

B-7. Limited Common Elements: Limited common elements reserved for the exclusive use of unit owners, their families, servants and invitees, are the paved approach from the sidewalk to the unit, the front porch or stoop, the lawn space between the front of each unit and the sidewalk or driveway, the patio at the rear of the unit, one to two parking spaces per unit in front of each building, and all common walls. The limited common elements here made appurtenant to the respective units, shall not be altered, diminished, or enlarged by any custom or practice of the owners and their neighbors. Should any owner cause his property to be surveyed and the limited common elements included by demarcation with any stake, pin, or other monument, such stake, pin or monument shall not be placed, located, altered or permitted to remain without the continuing approval of the Board of Directors. Limited common elements shall not be construed or interpreted to be separate and apart from common elements, in general, being limited only with respect to the reserved use thereof to such units.

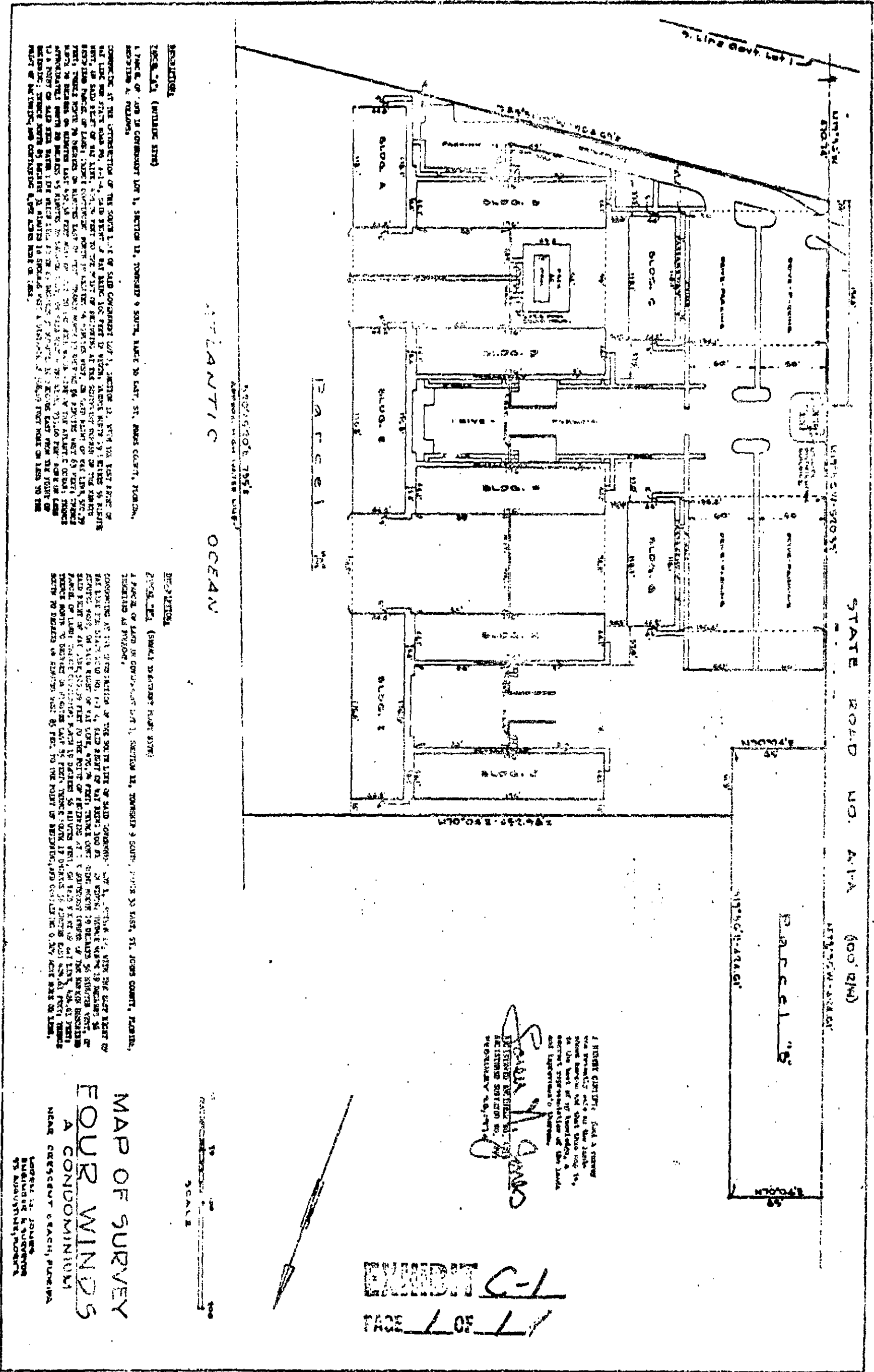
251 PAGE 557

SCHEDULE "C"

ATTACHED TO AND MADE A PART OF  
CONDOMINIUM DECLARATION FOR THE FOUR WINDS CONDOMINIUM

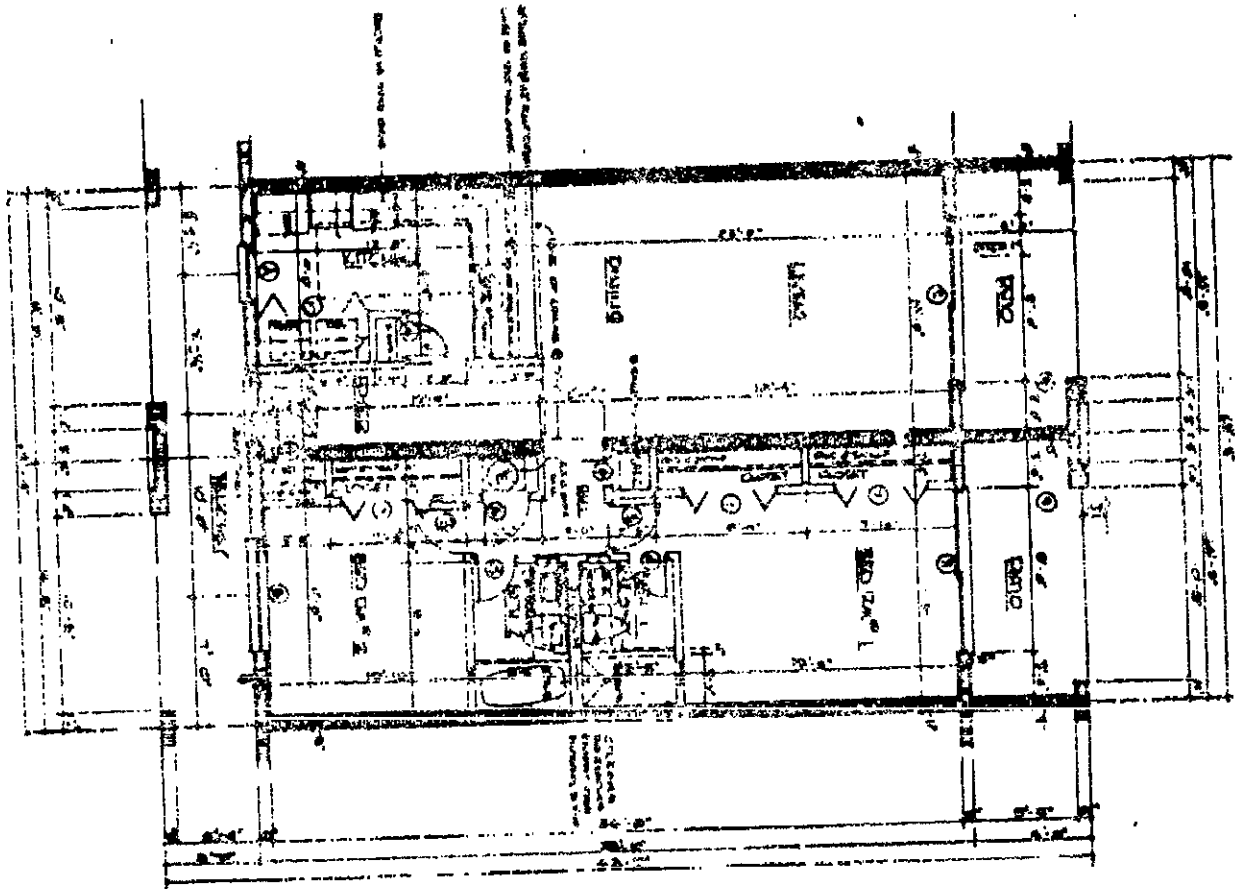
This Schedule identifies the surveys, drawings and architectural exhibits showing conditions of the Property as-built, unless otherwise specified, and numbered as set forth below:

<u>Document</u>	<u>Description</u>
Exhibit C-1	SURVEY: Prepared by Loren N. Jones, dated February 26, 1974, bearing seal and certification of Loren N. Jones, Registered Surveyor No. 894, Registered Engineer No. 4213, Florida.
Exhibit C-2	FLOOR PLANS: Architectural drawings prepared by A. Robert Broadfoot, AIA, showing floor plan for Typical Unit "A" and first and second floor plans for Typical Unit "B".
Exhibit C-3	FLOOR PLANS: Architectural drawings prepared by A. Robert Broadfoot, AIA, showing first, second and third floor plans for Typical Unit "C".
Exhibit C-4	BUILDING: Drawings showing location of units in Building Type One.
Exhibit C-5	BUILDING: Drawings showing location of units in Building Type Two.
Exhibit C-6	BUILDING: Drawings showing location of units in Building Type Three.
Exhibit C-7	BUILDING: Drawings showing location of units in Building Type Four.
Exhibit C-8	CERTIFICATE OF A. ROBERT BROADFOOT, AIA, required by Section 711.33(1)(e) of the Florida Condominium Act.



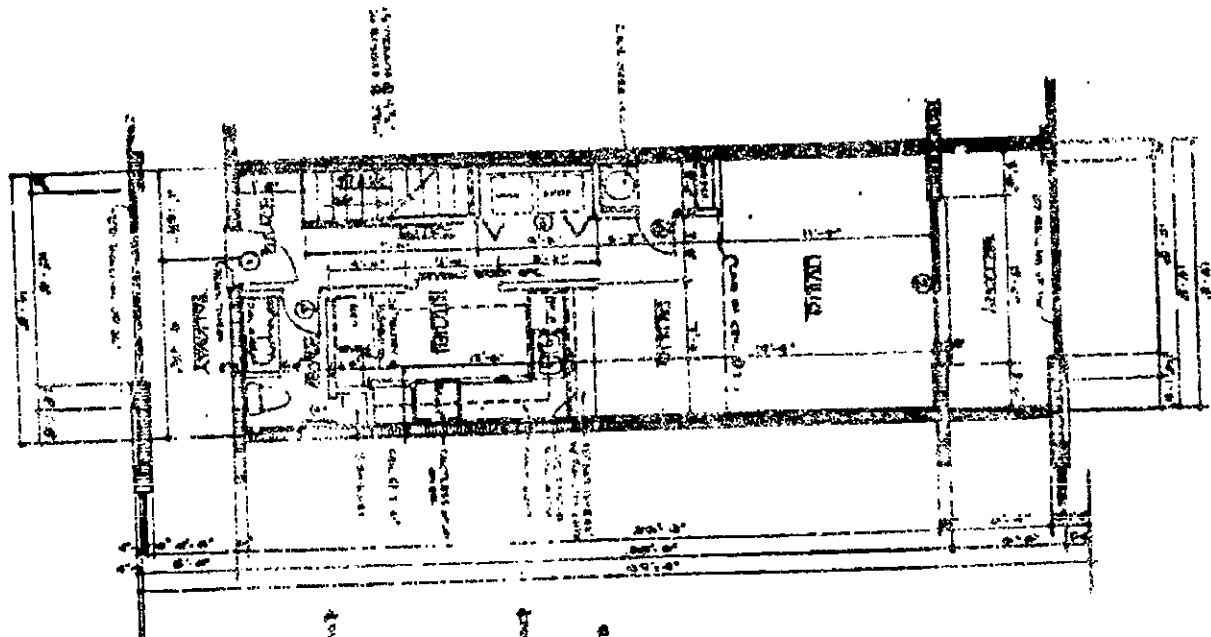
TYPICAL UNIT TYPE 'A'

BUILDING FIRST FLOOR

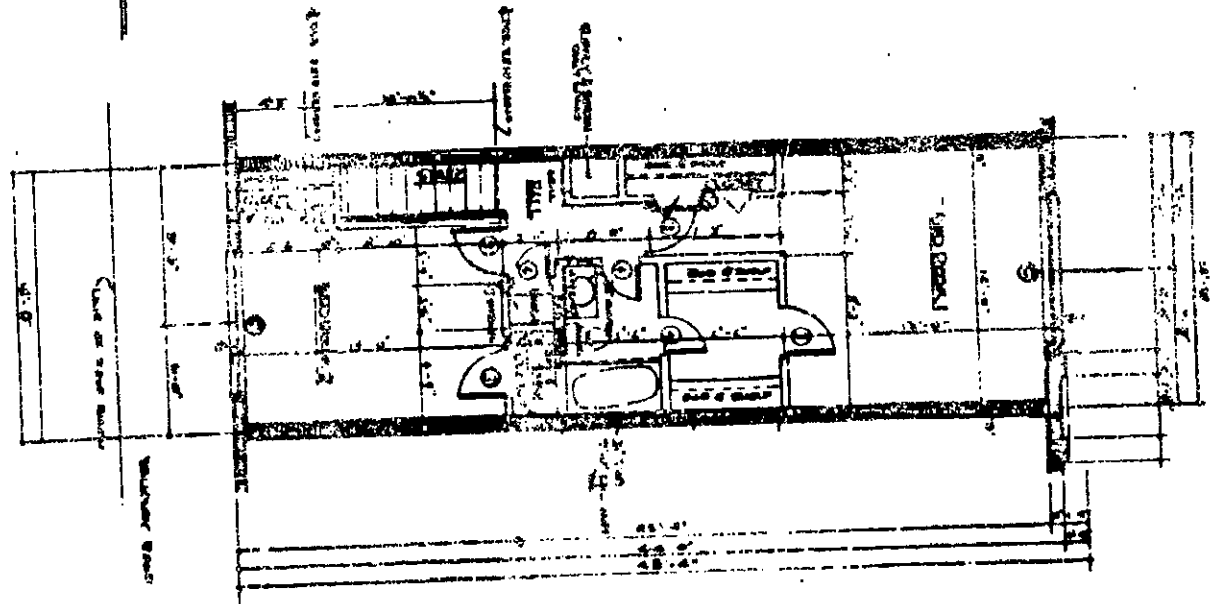


TYPICAL UNIT TYPE 'B'

UNIT FIRST FLOOR  
BUILDING SECOND FLOOR



UNIT SECOND FLOOR  
BUILDING THIRD FLOOR



SHEET  
A-7  
OF

REVISION  
1  
2  
3

PROJECT  
CONDOMINIUM PROJECT  
CRESCENT BEACH, FLA.  
FOR  
HAYES MORRIS ENTERPRISES

ARCHITECT

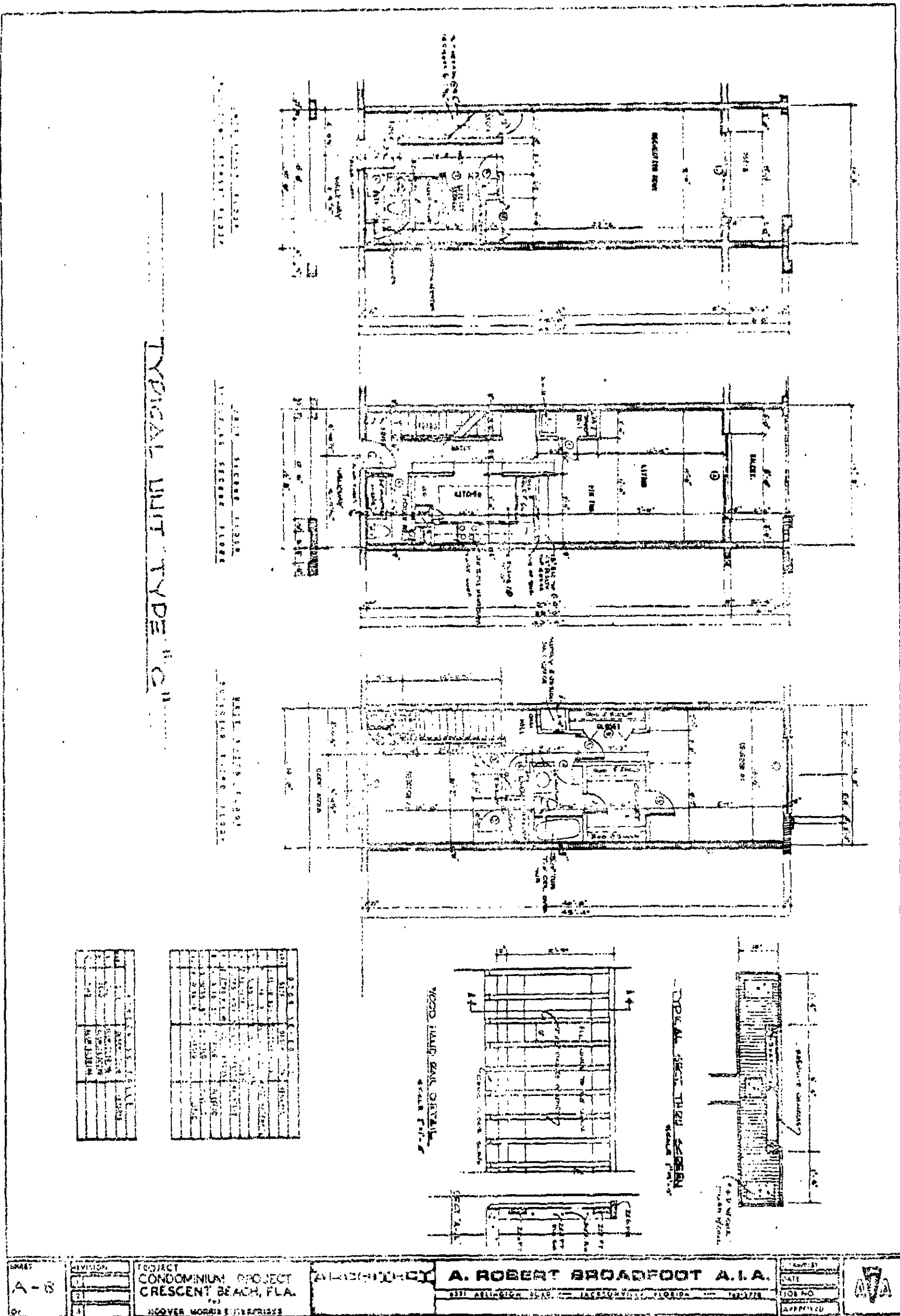
A. ROBERT BROADFOOT A.I.A.  
1121 ARINGTON ROAD — JACKSONVILLE, FLORIDA — 32217-1773

DRAWN BY  
DATE  
JOB NO.  
APPROVED

AVA

EXHIBIT C-2  
PAGE 1 OF 1





**EXHIBIT C-3**

PAGE 1 OF 1

BUILDING TYPE "I"

UNIT #4 TYPE A	UNIT #3 TYPE A	UNIT #2 TYPE A	UNIT #1 TYPE A
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1ST. LEVEL

UNIT #12 TYPE B	UNIT #11 TYPE B	UNIT #10 TYPE B	UNIT #9 TYPE B	UNIT #8 TYPE B	UNIT #7 TYPE A	UNIT #6 TYPE B	UNIT #5 TYPE B
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2ND. LEVEL

UNIT #12 TYPE B	UNIT #11 TYPE B	UNIT #10 TYPE B	UNIT #9 TYPE B	UNIT #8 TYPE B	UNIT #7 TYPE B	UNIT #6 TYPE B	UNIT #5 TYPE B
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3RD. LEVEL

**EXHIBIT C-4**

PAGE 1 OF 1

BUILDING TYPE "2"

UNEXCAVATED	UNIT #3 TYPE A	UNIT #2 TYPE A	UNIT #1 TYPE A
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1ST. LEVEL

UNIT #6 TYPE A	UNIT #5 TYPE A	UNIT #4 TYPE A	UNIT #3 TYPE B	UNIT #2 TYPE B	UNIT #1 TYPE B	UNIT #7 TYPE B	UNIT #8 TYPE B
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2ND. LEVEL

UNIT #18 TYPE B	UNIT #17 TYPE B	UNIT #16 TYPE B	UNIT #15 TYPE B	UNIT #14 TYPE B	UNIT #13 TYPE B	UNIT #12 TYPE B	UNIT #11 TYPE B	UNIT #10 TYPE B	UNIT #9 TYPE B	UNIT #8 TYPE B	UNIT #7 TYPE B
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3RD LEVEL

UNIT #18 TYPE B	UNIT #17 TYPE B	UNIT #16 TYPE B	UNIT #15 TYPE B	UNIT #14 TYPE B	UNIT #13 TYPE B	UNIT #12 TYPE B	UNIT #11 TYPE B	UNIT #10 TYPE B	UNIT #9 TYPE B	UNIT #8 TYPE B	UNIT #7 TYPE B
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ROOF AREA

4TH LEVEL

C-5

# BUILDING TYPE "2-A"

7/1/251 PAGE 563

UNIT #6 TYPE A	UNIT #5 TYPE A	UNIT #4 TYPE A	UNEXCAVATED
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## 1ST. LEVEL

UNIT #8 TYPE B	UNIT #7 TYPE B	UNIT #6 TYPE B	UNIT #5 TYPE B	UNIT #4 TYPE B	UNIT #3 TYPE B	UNIT #3 TYPE A	UNIT #2 TYPE A	UNIT #1 TYPE A
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## 2ND. LEVEL

UNIT #8 TYPE B	UNIT #7 TYPE B	UNIT #6 TYPE B	UNIT #5 TYPE B	UNIT #4 TYPE B	UNIT #3 TYPE B	UNIT #2 TYPE B	UNIT #1 TYPE B	UNIT #10 TYPE B	UNIT #9 TYPE B	UNIT #8 TYPE B	UNIT #7 TYPE B
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## 3RD. LEVEL

ROOF AREA				UNIT #12 TYPE B	UNIT #11 TYPE B	UNIT #10 TYPE B	UNIT #9 TYPE B	UNIT #8 TYPE B	UNIT #7 TYPE B
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## 4TH. LEVEL

EXHIBIT C-5

PAGE 2 OF 2

# BUILDING TYPE "3"

FILE 251 PAGE 564

UNIT #10 TYPE C	UNIT #9 TYPE C	UNIT #8 TYPE C	UNIT #7 TYPE C	UNIT #6 TYPE A	UNIT #5 TYPE A	UNIT #4 TYPE C	UNIT #3 TYPE C	UNIT #2 TYPE C	UNIT #1 TYPE C
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## 1ST LEVEL

UNIT #10 TYPE C	UNIT #9 TYPE C	UNIT #8 TYPE C	UNIT #7 TYPE C	UNIT #6 TYPE B	UNIT #5 TYPE B	UNIT #4 TYPE B	UNIT #3 TYPE B	UNIT #2 TYPE C	UNIT #1 TYPE C
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## 2ND LEVEL

UNIT #10 TYPE C	UNIT #9 TYPE C	UNIT #8 TYPE C	UNIT #7 TYPE C	UNIT #6 TYPE B	UNIT #5 TYPE B	UNIT #4 TYPE B	UNIT #3 TYPE B	UNIT #2 TYPE C	UNIT #1 TYPE C
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## 3RD LEVEL

EXHIBIT C-6  
PAGE 1 OF 1

# BUILDING TYPE "4"

REC 251 565

UNIT #6 TYPE C	UNIT #5 TYPE C	UNIT #4 TYPE C	UNIT #3 TYPE C	UNIT #2 TYPE A	UNIT #1 TYPE A
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## 1ST LEVEL

UNIT #6 TYPE C	UNIT #5 TYPE C	UNIT #4 TYPE C	UNIT #3 TYPE C	UNIT #10 TYPE B	UNIT #9 TYPE B	UNIT #8 TYPE B	UNIT #7 TYPE B
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## 2ND LEVEL

UNIT #6 TYPE C	UNIT #5 TYPE C	UNIT #4 TYPE C	UNIT #3 TYPE C	UNIT #10 TYPE B	UNIT #9 TYPE B	UNIT #8 TYPE B	UNIT #7 TYPE B
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## 3RD LEVEL

**EXHIBIT C-7**  
PAGE 1 OF 1

EXHIBIT C- 8

Attached to and Made a Part of  
Schedule "C"  
CONDOMINIUM DECLARATION FOR THE FOUR WINDS CONDOMINIUM

ARCHITECT'S CERTIFICATE

THIS IS TO CERTIFY THAT:

1. the floor plans of units located at each address and contained in each building of THE FOUR WINDS CONDOMINIUM as described and enumerated in Schedule "B" of the Condominium Declaration of THE FOUR WINDS CONDOMINIUM were built in compliance with and according to typical unit floor plans enumerated in Schedule "C" of said Declaration and made a part hereof.

2. The unit type and corresponding street number address contained in each building as identified and set forth in the aforesaid Schedule "B" is a true and correct representation of each typical unit as determined with reference to the aforesaid floor plans and corresponding street address.

3. The survey, plot plan, building plans, floor plans, and other architectural and engineering drawings enumerated in Schedule "C" of the Declaration, together with the wording of the Declaration, constitutes a correct representation of the improvements described, and there can be determined therefrom the identification, location, dimensions and size of the common elements and each unit.

*[Handwritten Signature]*  
*[Circular Notary Seal]*



SCHEDULE "D"

Attached to and Made a Part of  
CONDOMINIUM DECLARATION FOR THE FOUR WINDS CONDOMINIUM

BY-LAWS  
THE FOUR WINDS CONDOMINIUM ASSOCIATION

ARTICLE I.  
GENERAL PROVISIONS

Section 1. Name: The name of this Association shall be THE FOUR WINDS CONDOMINIUM ASSOCIATION.

Section 2. Membership: The membership of this Association shall be limited to owners of units at THE FOUR WINDS CONDOMINIUM, pursuant to the terms and conditions contained in the Condominium Declaration of THE FOUR WINDS Condominium (hereinafter referred to as the "Declaration"), recorded in O. R. Volume 251, Page 251, of the public records of St. Johns County, Florida.

Section 3. Governing Documents: The Florida Condominium Act, Chapter 711, Florida Statutes, hereinafter referred to as the "Act", the Declaration and these By-Laws shall constitute the governing documents of THE FOUR WINDS CONDOMINIUM. The Declaration is incorporated herein by reference, and all of the covenants, rights, privileges, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. In the event there is any conflict between provisions of the Act or the Declaration and these By-Laws, the Act or the Declaration shall control in that order. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws.

Section 4. Application: All of the present or future owners, tenants, their guests and invitees, or any other person that might use or occupy a unit or any part of the Condominium shall be subject to the rules, restrictions, terms and conditions contained in the Act, the Declaration and these By-Laws.

ARTICLE II.  
MEETINGS OF MEMBERS

Section 1. Place of Meeting: Meetings of the Association shall be held at such suitable place convenient to the members as may be designated by the Board of Directors.

Section 2. Annual Meeting: Annual meeting of the Association shall be fixed by the members as provided in the Declaration and, from time to time, may be changed by the members. However, after the time for the annual meeting has been fixed, it shall be changed only at a subsequent annual meeting.

Section 3. Special Meetings: The President shall be required to call a special meeting of the owners as directed by

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resolution of the Board of Directors, or upon a petition signed by a majority of the owners presented to the Secretary. The call of a special meeting shall be by notice stating the time, the place, the purpose, and the order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

Section 4. Notice of Meetings: It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record at least ten (10) but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Any member may waive the notice of the meeting by doing so in writing before, at, or after the meeting.

Section 5. Order of Business: The order of business at all annual meetings shall be as follows:

- a. Roll Call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees, if any.
- f. Election of inspectors of election.
- g. Election of Directors.
- h. Unfinished business.
- i. New Business.

Section 6. Quorum. At all meetings, regular or special, the presence, in person or by proxy, of members having fifty-one percent (51%) of the total authorized votes in accordance with the voting percentages assigned in the Declaration shall constitute a quorum.

Section 7. Voting: Voting shall be on a percentage basis and the percentage of the vote to which each member is entitled is the percentage assigned to the unit owned by such member. The percentage shall not be divisible and the vote thereof may not be cast in part. The percentage assigned shall be voted in full. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of and be binding upon the members, except where approval by a greater number of members shall be required by the Declaration or these By-Laws.

Section 8. Proxy: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

Section 9. Adjourned Meetings: If any meeting cannot be organized because a quorum has not attended, the members present in person or by proxy may adjourn the meeting from time to time until a quorum can be obtained.

Section 10. Parliamentary Authority: Except as may be otherwise provided herein, the parliamentary conduct of all meetings of the Board of Directors or of the Association shall be governed by Roberts Rules of Order, latest edition.

ARTICLE III.  
BOARD OF DIRECTORS

Section 1. Number: The affairs of the Association shall be governed by a Board of Directors composed of nine (9) persons, all of whom must be owners of units at THE FOUR WINDS at all times during their service as directors.

Section 2. Powers: The Board of Directors shall have the powers and the duties necessary to administer the affairs of the Association and to do all things in behalf of the Association as are not by law nor the Declaration and By-Laws directed to be done otherwise. They shall be responsible for the care of the property; the collection of assessments and charges from the owners; and the employment and dismissal of personnel necessary for the maintenance and operation of THE FOUR WINDS.

Section 3. Management: The Board of Directors may employ for the Association a management agent under such terms, compensation and duties as the Board may authorize, including, but not limited to, the duties set forth in Section 2 of this Article.

Section 4. Terms: The term of office for a Director of the Association shall be one (1) year and the Directors shall hold office until their successors have been elected and hold their first meeting.

Section 5. Vacancies: Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Compensation: No Director or officer shall receive any fee or compensation for services performed by him unless such fee or compensation is first fixed by a resolution adopted by a majority of the members.

Section 7. Indemnity: Each Director and each officer of the Association shall be held harmless from expense, loss, or liability by reason of having served as such Director or officer and shall be indemnified by all owners (as a common expense) against all expenses and liabilities, including reasonable attorney's fees, incurred by or imposed upon him in connection with any proceeding to which he may be a part, or have become involved in, by reason of being a Director or officer, whether or not he is a Director or officer at the time such expenses or liability arises. However, no Director or officer shall be indemnified for any expense or liability in which he is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

Section 8. Removal of Directors: At any regular meeting

of the Association or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a vote of eighty percent (80%) of the total authorized vote at THE FOUR WINDS, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by any owner or owners shall be given an opportunity to be heard at the meeting.

Section 9. Organization Meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which the Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting providing a majority of the whole Board shall be present.

Section 10. Regular Meeting: Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 11. Special Meeting: Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least five (5) Directors.

Section 12. Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Board of Directors Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Fidelity Bonds: The Board of Directors may require that all officers, directors, agents, or employees of the

Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

ARTICLE IV.  
OFFICERS

Section 1. Number and Election: There shall be elected annually by and from the Board of Directors a President (who shall also be Chairman of the Board), a Secretary and a Treasurer. The office of Secretary and Treasurer may be filled by the same person. The Directors may appoint such other officers as in their judgment may be needed.

Section 2. Election: The officers shall be elected annually and hold office at the pleasure of the Board.

Section 3. Duties: The officers shall perform all the duties incident to their respective offices. The President shall be the chief executive officer with general powers as such, including the power to appoint committees from among the owners. The Secretary shall keep and maintain minutes of meetings and other records as the Board may direct. The Treasurer shall be responsible for funds and the keeping of full and accurate fiscal accounts and perform such other duties as may be designated by the Board of Directors.

ARTICLE V.  
OBLIGATIONS OF THE OWNERS

Section 1. Maintenance and Repair: Every owner shall keep in good order and maintain his unit in the condition, and to the degree that such work, if omitted, would affect the property as a whole, or a part belonging to other owners. Owner shall be responsible for the damages and liability that failure to do so may cause. All the repairs of internal installations in the unit such as appliances, attachments, fixtures and fittings attached to the water systems, light systems, sewage systems, doors, windows, lamps, and all other accessories belonging to the unit shall be at the owner's expense.

Section 2. Conduct: All owners, their guests, visitors or occupants of the unit shall at all times observe the rules of conduct which may from time to time be established by the Association or its Board of Directors. Said rules shall be kept in the office of the Association as a matter of record, and copies furnished to any owner on request.

Section 3. Notices: An owner who mortgages his unit or executes and delivers a mortgage or other security instrument which shall be or become a lien on the unit shall notify the Association through the President or the Board of Directors of the name and address of his mortgagee, or the holder of such mortgage or security instrument, and thereby authorize the Association to furnish such information as such mortgagees may request respecting unpaid assessments, taxes, or other information concerning such unit.

ARTICLE VI.  
AMENDMENTS

Section 1. By-Laws: These By-Laws may be amended by a majority of the members of the Association only in a duly constituted meeting for such purpose and in strict accordance with the same procedure as provided for the amendment of the Declaration in Article XI, Paragraph 11.2.

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

APR 3 10 11 AM '74

*Blair*  
CLERK

OF

CRESCENT BEACH - FOUR WINDS CONDOMINIUM ASSOCIATION, INC.

A Florida Non-Profit Corporation

A Membership Corporation

Adopted May 1985

1. Identity. These are the By-Laws of CRESCENT BEACH - FOUR WINDS CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 617 and 718, Florida Statutes, hereinafter referred to as the "Condominium Act", for the purpose of operating that certain property submitted to the condominium form of ownership known and identified by the name of THE FOUR WINDS CONDOMINIUM, hereinafter referred to as the "Condominium".

1.1 The office of the Association shall be at the Four Winds Condominium, Highway A-1-A South, Crescent Beach, Florida.

1.2 The fiscal year of the Association shall be from June 1 to May 31.

1.3 The seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit", and the year of incorporation.

2. Members' Meetings.

Annual Meeting

2.1 The annual Member's meeting shall be held each and every year at such place within thirty miles of the Condominium and in the State of Florida, as determined by the Board of Directors at a time set by the Board of Directors within thirty (30) days before or after May 1st of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, said date shall not be a legal holiday.

2.2 Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of



Directors, and must be called by such officers upon receipt of a written request signed by members entitled to cast two-thirds of the votes of the entire membership.

2.3 Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice-President or Secretary. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. Additionally, a notice shall be posted on the condominium property in a conspicuous place at least fourteen (14) days in advance of the meeting date.

2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

2.5 Voting.

(a) In any meeting of members, the owners of each condominium unit shall be entitled to cast one vote. The total number of votes eligible to be cast in any meeting of members of the Association shall be one hundred and fifty two (152), with each apartment owner having an equal vote in the affairs of the Association.

If a condominium unit is owned by one person, his right to vote shall be established by the record title to his unit. If any condominium unit is owned by more than one person, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by all of the record owners of the condominium unit and filed with the Secretary of the Association. If a condominium unit is owned by a corporation, trust, real estate investment trust, or other entity, the natural person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by the President or a Vice President and attested by the Secretary or Assistant Secretary of the corporation, trust, real estate investment trust or other

entity, and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate signed by all of the record owners or until a change in the ownership of the condominium unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner of that condominium unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose. In addition, any or all units owned by the Association shall likewise not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Report of officers.
- (e) Reports of committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (i) Adjournment.

2.9 Minutes. Minutes of all Association meetings shall be kept in a book available for inspection by any unit owner, or an authorized representative of any unit owner, and any board member, at any reasonable time. The association shall retain these minutes for a period of not less than seven (7) years.

3.1 Membership. The affairs of the Association shall be managed by a seven member Board of Directors each of whom shall be members of the Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board shall always consist of an odd number of members, and provided, further, that the Board shall never consist of less than five (5) members. Any increase or decrease in the number of members on the Board shall be effective as of the date of the next regular election.

3.2 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting.

(b) The Board of Directors shall designate a nominating committee of not less than three (3) nor more than five (5) members. The committee shall be designated not less than sixty (60) days prior to the annual election meeting, and shall be charged with the duty of nominating one person for each director to be elected, provided, however, additional nominations may be received from the floor prior to elections at the annual election meeting.

(c) The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies created by removal of directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors until the next annual meeting at which time the membership shall elect a director to serve out the remainder of the unexpired term.

(e) Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.3 The term of each of the seven member Board of Directors shall be for a period of two years. Director's terms are to be staggered in such a manner that for fiscal years ending in even numbers (i.e. 1983/84) three directors will be elected and for fiscal years ending in odd numbers (i.e. 1982/83) four directors will be elected.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings whether regular or special shall be conspicuously posted on the condominium property at least 48 hours in advance, except in case of emergency. All Directors' meetings shall be open to members.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (rounded to the next highest whole number) of the directors. Notice of the meeting shall be given as provided for regular meetings and shall state the purpose of the meeting.

3.7 Waiver of notice. All the directors may waive notice of a meeting before, at, or after the meeting and such waiver when signed by all participants shall be deemed equivalent to the giving of notice. This waiver procedure is applicable only to meetings held on an emergency basis.

3.8 A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

3.9 Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

3.10 Action Taken without meeting. In emergency situations unanimous written consent of Directors in lieu of special Directors meeting is authorized. In the event action is taken by the Board pursuant to canvass of the Board by mail, telephone, telegraph or personally, the action or actions taken must be confirmed by a majority written consent of the Directors specifying the action and signed by all Directors.

3.11 Minutes. Minutes of all Board of Directors meetings shall be kept in a book available for inspection by any unit owner, the authorized representative of any unit owner, and by any board member, at any reasonable time. The association shall retain these minutes for a period of not less than seven (7) years.

3.12 The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.13 The order of business at directors' meetings shall be:

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

3.14 Directors' fees, if any, shall be determined by members of the Association, and approval of such fees shall require the affirmative vote of not less than two-thirds of the entire membership of the Association.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by condominium unit owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all

others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to-wit:

REC 676 PAGE 139

(a) To enter into management contracts providing for the management of the condominium property.

(b) To enter into contracts for the purpose of making available to the owners and the residents of condominium units such services as would, in the sole discretion of the Board, be desirable provided, however, that the term or period of such contracts shall not exceed two (2) years, without bi-yearly review by the Board, and provided, further, that longer contracts may be entered into provided such contracts contain a cancellation by either party clause.

(c) To promulgate and amend, as required, reasonable Rules and Regulations to insure the comfort, safety and enjoyment of all members of the Association.

(d) To adopt annual budgets as provided in paragraph 6.3 hereof.

5. Officers.

5.1 The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary, each of whom shall be elected annually by the Board of Directors, and be a director of the association. No officer may hold more than one office at any one time. Any officer may be removed preemptorily by a vote of two-thirds of the directors present at any duly constituted meeting.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. All committees appointed by or in the name of the President, whether regular or standing committees or special committees, shall not function unilaterally, but must report their findings to the Board of Directors which will be solely responsible to make final decisions on committee recommendations.

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

(7)

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors, or the President, including the furnishing of certificates regarding any outstanding assessments pursuant to the Florida Condominium Act. An assistant to the Secretary shall perform the duties of the Secretary when the Secretary is absent, and shall otherwise assist the Secretary. The records shall be available at all reasonable times for examination by the members and directors.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall oversee the keeping of the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The Board may appoint non-director accountants or bookkeepers to assist the Treasurer in the keeping of the books and accounts of the Association and who within dollar limits set by the Directors may sign checks of the Association for payment of obligations of the Association or the transfer of funds between accounts.

5.6 No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine; nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer has a past or present interest, for the management of the Condominium for such compensation as shall be mutually agreed upon between the Board and such director, officer or corporation; or from contracting with a director, or officer of the



corporation in which a director or officer of the corporation may be a stockholder, officer, director or employee for the purpose of making available to the owners of condominium units such services as are contemplated by the provisions of Article 4 (b) of these By-Laws.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with standard accounting procedures and the Florida Condominium Act. Written fiscal summaries shall be supplied at least annually to members. Financial records shall include, but not be limited to:

(a) A record of all receipts and expenditures.

(b) An account for each Unit which shall designate the name and address of the Unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts of other charges and the amounts paid upon the account and the balance due.

(c) A record of all reserve and capital improvement funds:

6.2 Inspection of books. Financial reports and membership records of the Association shall be available at the principal office of the Association for inspection at reasonable times by any member.

6.3 Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for reserves. A copy thereof together with a notice of meeting shall be sent to each member at least 30 days prior to the board meeting at which the Budget will be approved. If the board determines that a budget requires a regular assessment against the unit owners in any fiscal year exceeding 115 percent of the corresponding assessment for the preceding year, the board must call a special meeting of the unit owners within 30 days after such determination has been made with not less than 10 days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The board of directors must keep revising the proposed budget at the special meeting of members until a revised budget is approved by a majority of unit owners represented at the meeting. In determining whether assessments exceed 115 percent of similar assessments in prior years, and stipulated

expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or anticipated expenses for betterments to the condominium property shall be excluded from the computation. These items, however can be included in Special Assessments levied by the Board of Directors.

6.4 Assessments. Assessments against the condominium unit owners for their share of the items of the budget shall be adopted for the fiscal year annually in advance within thirty (30) days of the Annual Meeting preceding the commencement of the fiscal year for which the assessments are made. Such assessments shall be due in four (4) equal installments, payable on the first day of June, September, December and March. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and quarterly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable in as many equal installments as there are full quarters of the fiscal year left as of the date of such amended assessment, each such quarterly installment to be paid on the first day of the quarter commencing the first day of the next ensuing quarter; provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.5 Special Assessments. Special assessments, if required, shall be levied by the Board of Directors and be paid in the same manner as heretofore provided for regular assessments or in such other reasonable manner as the Board of Directors may designate. Special assessments can be of three kinds: (i) those chargeable to all Members in the same proportions as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common Elements and for such other purposes as shall have been approved by the Members at a duly convened meeting; (ii) those chargeable to all Members in equal proportions when mandated by city, county or state governmental, environmental or other such regulations; (iii) those assessed against one Member alone to cover repairs or maintenance for which such Member is responsible and which he has failed to make, which failure impairs the value of or endangers the Common Elements or the Condominium, or which are for expenses incident to the abatement of a nuisance within his Unit.

REF 676 PAGE 143

6.6 Acceleration of assessment installments upon default.

If a condominium unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the condominium unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.7 The depository of the Association shall be such bank or banks or savings and loan association or associations or Bank Certificates of Deposit or U. S. Treasury instruments as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized by the directors.

6.8 Audit. The selection of auditors and the depth and scope of their work will be determined by the newly elected Board at their first regular meeting after each annual meeting of the membership.

6.9 Fidelity bonds or other forms of protection for the Association will be required for all persons handling or responsible for Association funds as the Board of Directors shall direct. The premiums of said coverage shall be common expenses and shall be paid by the Association.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these By-laws.

8. Amendments. A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty (20%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the

membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than 66 2/3% of the votes of the entire membership of the Association.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected shall consent. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or the Articles of Incorporation.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the form required for the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of St. Johns County, Florida.

The foregoing were adopted as the By-Laws of CRESCENT BEACH - FOUR WINDS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, and supersede those By-Laws previously in effect for THE FOUR WINDS CONDOMINIUM ASSOCIATION, at that special meeting of all association members called for the purpose of, among other things, adopting the foregoing on the 18 day of May, 1985

Guiger Layton  
Secretary

Approved:

O.A. Beltho  
President

FILED AND RECORDED IN  
BOOK 11 PAGE 143  
JUN 11 PM 1:31  
St. Johns County, Florida



STATE OF FLORIDA  
COUNTY OF St. John

The foregoing Condominium By-Laws were acknowledged before me this 8th day of June, 1985, by

My Commission  
Expires: March 26, 1987

(12) Jessie Lundgren  
NOTARY PUBLIC, State of Florida at large

85 12442

FOUR WINDS  
CONDOMINIUM DECLARATION

ADOPTED MAY 1985

INDEX

REF 676 PAGE 145

ARTICLE

I. Submission of Property

- 1.1 This Revision
- 1.2 Statement of Intent and Purpose
- 1.3 Name
- 1.4 Covenants and Restrictions

II. Definitions

- 2.1 Statutory
- 2.2 Other
  - (a) Association
  - (b) Common Elements
  - (c) Common Expenses
  - (d) Condominium Documents
  - (e) Owner
  - (f) Utility Services
  - (g) Limited Common Elements

III. Description of Buildings and Units

- 3.1 General
- 3.2 Description of Units

IV. Operation and Management

- 4.1 Association
- 4.2 Authority
- 4.3 Limitation Upon Liability of Association
- 4.4 Restraint Upon Assignment of Shares and Assets
- 4.5 Voting Rights

V. Use Restrictions

- 5.1 Specific
  - (a) Unit Use
  - (b) Appearance Modification
  - (c) Administration
- 5.2 Confirmation of Use Restrictions
- 5.3 Regulations
- 5.4 Binding Effect
- 5.5 Enforcement
- 5.6 Failure of Enforcement

VI. Assessments, Insurance and Liens

- 6.1 Common Expense Fund
  - (a) Administration Expense
  - (b) Insurance Expense
  - (c) Operational Expense
  - (d) Utility Expense
  - (e) Protection Expense
  - (f) Reserve Fund Expense
- 6.2 No Exemptions
- 6.3 Lien for Assessments
- 6.4 Liability of Grantee
- 6.5 Insurance
- 6.6 Authority to Purchase
- 6.7 Coverage
  - (a) Casualty
  - (b) Public Liability
  - (c) Workmens Compensation
  - (d) Such Other Insurance

ARTICLE

- 6.8 Premiums
- 6.9 Share of Proceeds
  - (a) On Common Elements
  - (b) On Condominium Units
  - (c) On Mortgages
- 6.10 Distribution of Proceeds
  - (a) If Reconstructed
  - (b) If Not Reconstructed
- 6.11 Association as Agent

VII. Repairs Restorations and Termination

- 7.1 Intent
- 7.2 Common Elements
- 7.3 Units - Association Responsibility
- 7.4 Units - Owner Responsibility
- 7.5 Determination to Reconstruct or Repair After Casualty
  - (a) Common Element Damage
  - (b) Unit Damage
    - (1) Lesser Damage
    - (2) Major Damage
- 7.6 Plans and Specifications
- 7.7 Responsibility
- 7.8 Estimates of Costs
- 7.9 Assessments
- 7.10 Construction Funds
  - (a) Association
  - (b) Condominium Unit Owner
  - (c) Surplus
- 7.11 Termination

VIII. Mortgage of Unit, Rights of Mortgagees

- 8.1 Mortgaging
- 8.2 Rights of Mortgagees; Association Affairs
- 8.3 Additional Rights of Mortgagees
- 8.4 Void Transactions

IX. Miscellaneous Provisions

- 9.1 Conveyances
  - (a) Description
  - (b) Other Matters
- 9.2 Notices: Agent for Service
- 9.3 Easements and Licenses
  - (a) Encroachments
  - (b) Utilities and Public Service Facilities
  - (c) Perpetual Non-Exclusive Easements
- 9.4 Captions
- 9.5 Gender
- 9.6 Severability

X. Amendment

- 10.1 By Association
  - (a) Notice
  - (b) Resolution
  - (c) Recording
  - (d) Proviso