

OFFICIAL RECORDS

**DECLARATION OF CONDOMINIUM  
OF  
GEORGETOWN CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM is made this 7<sup>th</sup> day of October, 1991, by Jacksonville Federal Savings Bank (the "Developer"), the owner of fee simple title to the land described herein, and with the intent and purpose of submitting said land and all improvements thereon to condominium form of ownership, the Developer makes the following declarations.

**I. SUBMISSION TO CONDOMINIUM OWNERSHIP**

The Developer hereby submits to the condominium form of ownership and use the land described in Article IV hereof, the improvements now and hereafter situated thereon and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to the Condominium Act.

**II. NAME AND ADDRESS**

The name by which this condominium is to be identified is Georgetown Condominium, herein referred to as the "Condominium."

**III. DEFINITIONS**

The following terms, when used in this Declaration or its exhibits as now created or hereafter amended shall have the meanings indicated in this section.

A. "Act" or "Condominium Act" means the Condominium Act (Chapter 718, Florida Statutes) as it exists on the date hereof and as it may be hereafter amended.

B. "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time.

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

D. "Association" or "Condominium Association" means Georgetown Condominium Association, Inc., a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.

E. "Association Property" means the property, real, personal or mixed, in which title or ownership is vested in the Association for the use and benefit of its members.

F. "Building" means any structure on the Land including, but not limited to, Residential Buildings.

G. "Bylaws" means the Bylaws of the Association, as amended from time to time.

H. "Common Elements" mean and include:

(i) The portions of the Condominium Property which are not included within the Units.

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

THE JACKSONVILLE RECORDS OFFICE  
C. PRESIDENT  
1800 FIRST UNION NATIONAL BANK TOWER  
228 WATER STREET  
JACKSONVILLE, FLORIDA 32202

RECORDED AND RETURNED TO  
SARITA WALSH & BUNNEY  
1800 FIRST UNION NATIONAL BANK TOWER  
228 WATER STREET  
JACKSONVILLE, FLORIDA 32202

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(iii) An easement of support in every portion of the Unit which contributes to the support of a Building.

(iv) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements, except those owned by applicable utility companies.

(v) Any other part of the Condominium Property designated as Common Elements in this Declaration.

(vi) Fixtures owned or held for the common use, benefit and enjoyment of all Owners of Units in the Condominium.

(vii) Riparian or littoral rights appertaining to the Land, if any.

(viii) Easements for ingress and egress, signage, utilities or other usage serving the Condominium Property, if any.

(ix) Gardens, shrubberies, trees, recreational areas and facilities as more fully described in Article VI hereof.

I. "Common Expenses" mean all expenses incurred by the Association for the Condominium and charges assessed or imposed against Units in the Condominium by the Association. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association which are not lawfully waived or reduced, regardless of when reserve funds are expended, but shall not include any separate obligations of individual Unit Owners.

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

K. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

L. "Condominium Property" means the Land, Improvements and other property described in Section V hereof, subject to the limitations thereof and exclusions therefrom.

M. "County" means the County of Duval, State of Florida.

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

O. "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Land, including, but not limited to, the buildings.

P. "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension funds, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit.

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Q. "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, and consisting of (i) the patios or balconies attached to the exterior of the Residential Building and (ii) the air conditioning compressors located outside the Residential Building, and in each case serving only one Unit.

R. "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, first mortgages on Units securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

S. "Residential Buildings" means a Building in which Units are located.

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

The boundaries of each Unit shall be as follows:

(i) The upper horizontal boundary of each Unit shall be the lower surface of the unfinished ceiling extended to an intersection with the vertical boundaries.

(ii) The lower horizontal boundary shall be the plane of the upper surface of the unfinished floor extended to an intersection with the vertical boundaries.

(iii) The vertical boundaries of each Unit shall be the plane of the inner surface of the sheetrock (being that part of the sheetrock opposite the part of the sheetrock exposed to the interior of the unit). All glass and other transparent and/or the translucent material or screens covering windows and doors and the material covering other openings in the exterior walls of the Units shall be construed to be within the boundaries or limits and part of the Unit exclusively served by such windows, doors, and other openings.

U. "Unit Owners" or "Owner of a Unit" or "Owner" means the Owner of a Condominium Parcel.

#### IV. THE LAND

The land submitted to the condominium form of ownership (the "Land") is located in Duval County, Florida, and is described in Exhibit "A" attached hereto and consists of a parcel of real property upon which is constructed a residential building and certain other improvements described in Article V hereof. A survey of the Land is attached hereto and made a part hereof as Exhibit "B." A site plan is also attached hereto as Exhibit "C."

#### V. DESCRIPTION OF CONDOMINIUM PROPERTY

A. Improvements. The improvements which are to be constructed upon the Land and which thereafter comprise part of the Condominium Property consist of ten (10) residential Units located in one building. The building will contain three, two bedroom, two bath flat Units of 1750 square feet each (hereinafter referred to as "Type A Units") and seven,

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two bedroom, two and one-half bath townhouse Units of 1740 square feet each (hereinafter referred to as "Type B Units"). The Condominium property will also include a swimming pool, together with landscaping and surface parking facilities for the residential units. The improvements were substantially complete as of June 1, 1985.

B. Site Plan and Floor Plans. Attached hereto as Exhibits "C" and "D," respectively, are a site plan of the improvements and floor plans of Units which identify each condominium unit by number and constitute a graphic description of the building in which Units are located. The construction of the improvements on the land is substantially complete at the time of recordation of this Declaration. Included as Exhibit "E" hereto is a certificate of a surveyor authorized to practice in this state which provides that the construction of the Units is substantially complete so that the materials in Exhibits "A," "B," "C," and "D," together with the provisions of the Declaration describing such improvements, are an accurate representation of the location and dimension of such improvements and that the identification, location and dimensions of the Common Elements and of each Unit to be conveyed can be determined from these materials.

C. Additional Improvements. In addition to the residential building situated thereon, the Condominium Land also includes improvements consisting of the outside automobile parking areas, driveways, walks, landscaping and all underground structures and improvements which are not part of or located within the residential building and which are not elsewhere herein reserved to and/or retained by the Developer or owned directly by the Association.

#### VI. RECREATIONAL FACILITIES

The following recreational facilities and amenities have been constructed and completed as part of the Condominium: a 16 foot x 32 foot gunite concrete swimming pool with deck, and umbrella tables with chairs.

#### VII. APPURTENANCES TO UNITS

There shall be appurtenant and pass with title to each Unit the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

A. An undivided proportionate share in the Common Elements and in the "Common Surplus" (as those terms are elsewhere herein defined);

B. The right to use exclusively those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain unit or units as Limited Common Elements;

C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time;

D. Non-exclusive easements, to be used and enjoyed in common with the Owners of all Units of this Condominium, their guests and invitees, for use of those Common Elements or other facilities not designated elsewhere herein as Limited Common Elements including, without limitation, easements for:

(1) The furnishing and maintenance of utility services to all parts of the real property of the

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Condominium over, across, in and through the Land, buildings and other improvements, as the fixtures and equipment therefor now exist and/or may be modified or relocated; and

(ii) Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic through the Condominium and for recreational purposes in and to the recreational facilities (as defined in Article V hereof) and the improvements, fixtures and equipment thereon, and for access to public ways.

E. An exclusive easement for the unintentional and nonnegligent encroachment by a Unit upon any other Unit or common element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of Developer or any Unit Owner or Owners, including, without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachments, as an easement appurtenant to the encroaching Unit or other improvements, to the extent of such encroachment;

F. An exclusive easement for the use of the area of land and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving and individually owned by the Owner of the Unit, as the same exist in and on the Land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor and the equipment and fixtures appurtenant thereto; provided that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies;

G. The right to membership in the Association upon the terms and conditions set forth elsewhere herein.

#### VIII. ASSOCIATION

The entity responsible for the operation of this Condominium shall be the Association. A copy of the Articles of Incorporation and Bylaws are attached hereto and made a part hereof as Exhibits "F" and "G" respectively. The Association shall administer and manage the Condominium Property; provided, that the Association may, to the extent permitted by the Condominium Act, by contract, delegate its maintenance, management and operations duties and obligations.

#### IX. VOTING RIGHTS OF UNIT OWNERS

The Owner or Owners of each Unit shall become a member or members of the Association automatically upon and simultaneously with the delivery of a deed of conveyance of fee title thereto from Developer or its successors in title. There shall be appurtenant, and pass with title, to each Unit one vote as a member of the Association, which may be exercised by the owner(s) as set forth in the Articles of Incorporation and Bylaws of the Association. The number of votes shall at all times be equal to the number of Units in existence, so that there shall be one vote for each of the ten (10) Units in the completed condominium project. Membership in the Association shall terminate when a Unit Owner's vested interest in the fee title to the Unit terminates. Membership in the Association cannot be separately transferred, assigned

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or pledged in any manner except as an appurtenance to the respective Unit.

**X. AMENDMENT OF DECLARATION**

Except for amendments which the Developer is authorized and/or obligated elsewhere herein to make, and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

**A. Notice.** Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice of any meeting at which such proposed amendment is to be considered.

**B. Proposal.** Amendments to this Declaration may be proposed by the Board of Directors (the "Board") of the Association by resolution adopted by a majority vote of the Directors elected from this Condominium present at any regular or special meeting of the Board at which a quorum is present; or, in the alternative, by a written instrument signed by a majority of the Unit Owners, whether by vote of such Owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them. A member of the Board may join by written concurrence in any action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum.

**C. Adoption.** Any amendment to this Declaration so Proposed by the Board or members of the Association shall be transmitted to the President of the Association; or in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the Unit Owners in this Condominium to consider and vote upon such proposed amendment; provided that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the Bylaws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the Bylaws of the Association and such waiver, when delivered to the Secretary of the Association for filing its records, whether before, during, or after such meeting, shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted and shall become effective, by and upon the affirmative vote at such meeting of Unit Owners owning not less than sixty-six and two-thirds percent (66-2/3%) of the Units; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than sixty-six and two-thirds Percent (66-2/3%) of all Units. Notwithstanding the foregoing provisions for adoption of amendments by the Board of Directors or members of the Association to the Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

(i) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment;

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(ii) Discriminate against any Unit Owner or against any Unit, unless the record Owners of all affected Units and record Owners of all liens thereon shall join in the execution and acknowledgment of the amendment;

(iii) Change the share of the Common Elements appurtenant to any Unit or Units or the share of any Unit Owner in the Common Surplus, or increase the share of any Unit Owner(s) in the Common Expenses, unless the record Owners of all Units and record Owners of all liens thereon shall join in the execution and acknowledgment of such amendment;

(iv) Make any change in Article XIV hereof, entitled "Insurance" nor in Article XV entitled "Reconstruction or Repair after Casualty" unless the record Owners of all liens on Units shall join in the execution and acknowledgment of the amendment; or

(v) Adversely affect the lien or priority of any previously recorded mortgage to a mortgage.

**D. Effective Date and Recording Evidence of Amendment.**

As to the members of the Association and persons having actual knowledge of the adoption of any amendment to this Declaration, such amendment shall be effective as of the date of adoption or otherwise as may be specified in the resolution or instrument creating the amendment. As to non-members of the Association without actual knowledge of an amendment to this Declaration, the same shall be effective at the time the affected person acquires actual knowledge thereof or at the time of filing the amendment or certificate of amendment in the public records of Duval County, Florida, whichever occurs first. The President of the Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause to be filed in the public records of Duval County, Florida, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by Unit Owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Association that such amendment was adopted by the Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, forthwith after adoption thereof, to the record owners of all Units and to the record owners of all liens on Units, by the President, Vice President or other acting chief executive officer of the Association, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

**E. Amendment to Correct Omission or Error in Condominium Documents.** Notwithstanding any provision to the contrary set forth in this Declaration, the Articles of Incorporation or Bylaws of the Association, the affirmative vote of the owners of not less than fifty-one percent (51%) of the Units in the Condominium shall be sufficient to adopt an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially adversely affecting the rights of owners, lienors or mortgagees.

**F. Amendment by Developer.** Notwithstanding any provision to the contrary set forth in this Declaration or in the Articles of Incorporation or Bylaws of the Association, the Developer may amend this Declaration to add or modify any surveyor's certificate(s) as described in Article V B without the consent or joinder of any Unit Owner or mortgagee of any Unit.

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**XI. OWNERSHIP OF COMMON ELEMENTS**

Each Unit Owner shall own in fee simple absolute a proportionate undivided interest in all of the Common Elements, which interest shall be approximately proportioned to the square footage of a Unit to the total square footage of all Units. The applicable percentage interest of each type of Unit is set forth below:

Unit Type	# of Units	Square Footage	Percentage Ownership
Type A	(3)	1750	10.042
Type B	(7)	1740	9.982

Total Square Footage - 17,430

**XII. COMMON EXPENSES AND COMMON SURPLUS**

All Unit Owners shall share the Common Expenses and shall own the Common Surplus in an amount equal to their share of ownership of the Common Elements as set out in Article XI hereof.

**XIII. MAINTENANCE, REPAIRS AND REPLACEMENTS**

Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

A. Unit Owner's Responsibility. Each Unit Owner shall maintain, repair and replace, at his expense his Unit, and the fixtures, equipment and appliances comprising a part thereof, including, without limitation, all doors within the Unit and those which open to the Unit from the outside, interior walls and partitions, windows and window apparatus and glass, sliding glass and screen doors, and heating and air conditioning equipment within the Unit. Each Unit Owner shall be responsible for the cost of keeping his Limited Common Elements in a clean and orderly condition except his assigned parking space which shall be the Association's responsibility. Notwithstanding the obligation of the Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

B. Association's Responsibility. The Association shall be responsible for and shall assess against and collect from the Owners of all Units in the Condominium the costs of maintaining, repairing, replacing and keeping in clean and orderly condition all of the Common Elements, provided, however, that each Unit Owner shall keep his own patio or balcony clean and orderly. The Association shall, at the expense of the Owners of all Units in the Condominium, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacement of or to Common Elements. The Association shall be responsible for repairing and replacing all Limited Common Elements and shall assess against and collect from the Owners of all Units in the Condominium, the cost of such repair and replacement.

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**XIV. INSURANCE**

Insurance covering portions of the Condominium Association Property shall be governed by the following provisions:

**A. Purchase, Custody and Payment.**

(i) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(ii) Approval. Each insurance policy, the agency and company issuing the policy and the insurance trustee (if appointed) shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance.

(iii) Named Insured. The named insured shall be the Association, individually, and as agent for the Unit Owners covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(iv) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee (if appointed), and all policies and endorsements thereto shall be deposited with the insurance trustee (if appointed). In the absence of an insurance trustee, payments shall be made to and all policies and endorsements deposited with the Association.

(v) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to any Institutional First Mortgagee. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(vi) Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and at their own discretion upon property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

**B. Coverage.** The Association shall maintain insurance covering the following:

(i) Casualty. The Buildings (including all fixtures, installations or additions comprising that part of any Residential Building within the boundaries of the Units initially installed in accordance with the original plans and specifications therefor and replacements thereof of like kind or quality, but excluding all furniture, furnishings or other personal property owned, supplied, or installed by Unit Owners or tenants of Unit Owners and also excluding all floor, wall and ceiling coverings, regardless of whether installed by the Developer or otherwise) and all Improvements located on the Common Elements from time to time, together with all

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service machinery contained therein (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board. Such coverage shall afford protection against:

(a) Loss or Damage by Fire and Other Hazards covered by standard extended coverage endorsements; and

(b) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(ii) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$300,000 for each accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

(iii) Workmen's Compensation and other mandatory insurance, when applicable.

(iv) Fidelity Insurance covering all directors, officers and employees of the Association and managing agents who handle Association funds, if any, such insurance to be in an amount not less than \$10,000 per person insured.

(vi) Such Other Insurance as the Board shall determine from time to time to be desirable.

(vii) Association Property. Appropriate additional policy revisions; policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

when appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (a) subrogation against the Association and against the Unit Owners individually and as a group, (b) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (c) avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Unit Owners.

C. Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations and excavation costs), without deduction for depreciation, for the

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purpose of determining the amount of insurance to be effected pursuant to this Section.

**D. Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such a manner as the Board deems appropriate.

**E. Insurance Trustee; Share of Proceeds.** All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or, if appointed, to the insurance trustee which may be designated by the Board and which if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The insurance trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth in the records of the insurance trustee:

(i) **Insured Property.** Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured property were Optional Property as described in paragraph (ii) below.

(ii) **Optional Property.** Proceeds on account of damage solely to Units or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of the Owners or other portions of the Optional property damaged in proportion to the cost of repairing the damage suffered by each such affected owner, which cost and allocation shall be determined in the sole discretion of the Association.

**F. Distribution of Proceeds.** Proceeds of insurance policies received by the insurance trustee, or the Association if no insurance trustee is appointed, shall be distributed to or for the benefit of the Owners in the following manner:

(i) **Expenses of the Trust.** All expenses of the insurance trustee shall be first paid or provisions shall be made therefor,

(ii) **Reconstruction or Repair.** If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the Owners of the damaged Units; remittances to Unit Owners and their mortgagees being payable jointly to them.

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(iii) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the Owners of the damaged Units in the same proportion as the square footage that any damaged Unit may bear to the total square footage not to be reconstructed or repaired, and distributed first to all institutional first mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the Owners of the damaged Units.

(iv) Certificate. In making distributions to Unit Owners and their mortgagees, the insurance trustee (if appointed) may rely upon a certificate of the Association made by its president and secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

G. Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

H. Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

I. Benefit of Mortgagees. Certain provisions in this Section XIV entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

J. Insurance Trustee. The Board shall have the option, in its discretion, of appointing an insurance trustee hereunder. If the Association fails or elects not to appoint such trustee, the Association will perform directly all obligations imposed upon such trustee by this Declaration. Fees and expenses of any insurance trustee are Common Expenses.

#### XV. RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.

A. Determination to Reconstruct or Repair. In the event of damage to or destruction of less than seventy-five (75%) of any Residential Building (and the associated Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, or damage to or destruction of any Building not a Residential Building regardless of the percentage of damage, the Board shall arrange for the prompt repair and restoration of the damaged property and the insurance trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If seventy-five (75%) or more of any Residential Building (and the associated optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if eighty (80%) or more of the Owners duly and promptly resolve not to proceed with the repair or restoration thereof and the Primary Institutional First Mortgagee approves such

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resolution, the damaged property will not be repaired and the insurance proceeds shall be disbursed as set forth in Section XIV(F)(iii) above, and the Declaration shall be modified and amended to reflect the reduction in Improvements and modification of the respective interests in the Common Elements as provided in Section XVI(E)(iii) below with regard to condemnations, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the insurance trustee (if appointed) notifies the Board and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the insurance trustee (if appointed) notifies the Board and the Unit Owners that such proceeds of insurance are sufficient to pay the estimated costs of such work. The insurance trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

If the proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in a Residential Building, the cost of repairing, replacing or reconstructing the Units destroyed or damaged shall be borne by the Owner(s) of such damaged or destroyed Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements or reconstruction of the Common Elements, the amount of insurance proceeds shall be assessed by the Association against, and collected from, all Unit Owners, as a Common Expense, and in such event, the cost of repairing, replacing or reconstructing the Units destroyed or damaged shall be borne by the Owner(s) of such damaged or destroyed Units.

**B. Plans and Specifications.** Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board and then applicable building and other codes, and (if the damaged property which is to be altered is a Residential Building or the associated Optional Property) by the Owners of not less than of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

**C. Special Responsibility.** If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount of which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility

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for all necessary reconstruction and repair shall be that of the Association.

(i) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board; provided, however, that upon request to the insurance trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(b) Association Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (a) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(c) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if underinsured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit bears to the total of such estimated costs to all affected Units, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs for his portion of the Optional Property and if insufficient to complete such repairs, the affected Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected unit Owners and their mortgagees jointly as elsewhere herein contemplated.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated; except, however, that the part of

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a distribution to an Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagees.

(e) Certificate. Notwithstanding the provisions herein, the insurance trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners as assessments shall be deposited by the Association with the insurance trustee, nor to determine whether disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The insurance trustee (if appointed) may rely upon a certificate of the Association made by its president and secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amount to be paid.

D. Benefit of Mortgagees. Certain provisions in this Section XV are for the benefit of mortgagees of Units and may be enforced by any of them.

#### XVI. CONDEMNATION.

A. Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty, and shall be deposited with the insurance trustee (if appointed). Even though the awards may be payable to Unit Owners, Unit Owners shall deposit the awards with the insurance trustee (if appointed); and in the event of failure to do so, in the discretion of the Board, the amount of the award shall be set off against the sums hereafter made payable to that Owner.

B. Determination Whether to Continue Condominium. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

C. Disbursement of Funds. If the Condominium is modified or terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is modified or terminated after a casualty. If the Condominium is not terminated after the condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds by the insurance trustee (if appointed) after a casualty, or as elsewhere in this Section XVI specifically provided.

D. Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association),

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the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(i) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be borne by the Owner of the Unit.

(ii) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

(iii) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

(a) Add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

(b) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

E. Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in that order stated and the following changes shall be made to the Condominium:

(i) Payment of Award. The awards shall be paid to the applicable Institutional First Mortgagees in the amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any dues or unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(ii) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(iii) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant

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to the Units that continue as a part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

(a) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustment made necessary by subsection XVI(D)(iii) hereof (the "Percentage Balance"); and

(b) divide the percentage of each Unit of a continuing Owner prior to this adjustment but after any adjustments made necessary by subsection XVI(D)(iii) hereof, by the Percentage Balance. The result of such division for each Unit shall be the adjusted percentage for such Unit.

(iv) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage of such shares effected pursuant hereto by reason of the taking.

(v) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustment to such shares effected pursuant hereto by reason of the taking.

F. Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements useable in the manner provided by the Board; provided, that if the costs of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the share in which they own the Common Elements after adjustment to those shares affected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the unit.

G. Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of Common Elements and shares in the Common Expenses and Common Surplus that are

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effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by and executed upon the direction of, a majority of all Directors of the Association.

**XVII. USE RESTRICTIONS**

Use of the Condominium Property shall be in accordance with and subject to the following provisions so long as the Condominium exists:

A. **Units.** Each of the Units shall be occupied only by a single family, its servants and guests or lessees, as a residence and for no other purposes. No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred.

B. **Common Elements.** The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. Use of the swimming pool may be subject to additional restrictions which are more specifically set out in any rules and regulations established by the Board.

C. **Nuisances.** No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazards be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

D. **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

E. **Leasing.** Entire Units, but not less than entire Units, may be leased; provided occupancy is only by the tenant and his family, servants, and guests.

F. **Regulations.** Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board; provided, however, that all such regulations and amendments thereto may be changed or revoked by two-thirds of the Units Owners, who are present at any meeting at which a quorum exists.

G. **Rights of Developer.** Until Developer has sold all of the Units, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the sale of the Units. Developer may make such use of the unsold Units and Common Elements as may facilitate such sale, including, but not limited to, maintenance of a sales office, the showing of the land, and the display of signs; provided such rights shall not be exercised in an unreasonable manner not consistent with the rights of Unit Owners; and further provided, that Developer retains the right, so long as it holds fee simple title to any Unit in the Condominium, to establish a plan for leasing any Unit or Units in the Condominium, whether such Unit or Units be owned by it or not,

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and thereafter to administer such plan for voluntarily participating Unit Owners on such terms as Developer may provide.

**XVIII. MAINTENANCE OF COMMUNITY INTERESTS**

In order to maintain a community of congenial residents and protect the value of Units, the transfer of title to or possession of Units by any Owner other than Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each Owner covenants to observe:

**A. Transfer Subject to Approval.**

(i) Sale. No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association except to another Unit Owner.

(ii) Gift. If any Unit Owner proposes to transfer his title by gift, the proposed transfer shall be subject to the approval of the Association; provided, however, the transfer of a Unit Owner's title or any interest therein by gift or devise to a member of such Unit Owner's immediate family shall not require the approval of the Association.

(iii) Other Transfers. If any Unit Owner proposes to transfer his title in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the approval of the Association; provided, however, that any lease of a Unit shall not be subject to approval by the Association.

**B. Approval by Association.**

(i) Notice to Association.

(a) Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and addresses of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Gift; Other Transfers. A Unit Owner who proposes to transfer his title by gift or in any other manner not heretofore considered or permitted hereunder, shall give to the Association notice of the proposed transfer of his title, together with such information concerning the transferee as the Association may reasonably require, and a copy of all instruments to be used in transferring title.

(c) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it

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had received the required notice of the date of such disapproval.

(ii) Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association and shall be delivered to the purchaser.

(b) Gift; Other Transfers. If the Unit Owner giving notice proposes to transfer his title by gift or in any other manner, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transfer of title to the unit. If approved, by the approval shall be stated in a certificate executed by the proper officers of the Association and shall be delivered to the Unit Owner.

(c) If the Association does not approve or disapprove such sale, gift or other transfer, in writing, delivered to the purchaser or unit owner within twenty (20) days after receipt of notice of such sale, gift or other transfer, the transaction shall be deemed approved by the Association.

(iii) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser of a unit is a corporation, the approval of ownership by the corporation shall be conditioned by requiring that the primary occupant of the unit be also approved by the Association. The approval of ownership by partnership or joint venture or a trustee or other holder of legal title for a beneficial Owner who is to be the primary occupant of a Unit shall also be conditioned upon approval of the primary occupant by the Association.

C. Disapproval. If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

(i) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

(a) The price to be paid by the purchaser, to be identified in the agreement, shall be stated in the disapproved contract to sell.

(b) The purchase price shall be paid in full in cash or shall include assumption of any existing mortgage financing plus cash.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of said

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agreement to purchase or at the time specified in the disapproved contract, whichever is later.

(d) If the Association shall fail to provide a purchaser upon demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(ii) Gifts; Other Transfers. If the Unit Owner giving notice proposes to transfer his title by gift or in any other manner, then, within twenty (20) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner written notice of the terms and conditions upon which the transfer must be made, including without limitation, the requirements of the Association regarding occupancy of the Unit and by whom the votes in the Association affairs may be cast.

D. Lease. Notwithstanding anything contained in this Article to the contrary, no approval of the Association shall be required in connection with the lease or rental of any Unit; provided that such lease or rental agreement shall provide for use by the lessee and family, servants, and guests only.

E. Exceptions. The foregoing provisions of this Article shall not apply to the Developer or to a transfer or purchase by a mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by which said mortgages so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

F. Unauthorized Transactions. Any sale, or gift or other transfer not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

G. Notice of Lien or Suit

(i) Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit (other than for taxes and special assessments) within five days after the attaching of the lien.

(ii) Notice of Suit. A Unit Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit; such notice to be given within five (5) days after the Unit Owner receives knowledge thereof.

(iii) Failure to Comply. Failure to comply with this Article XVIII will not affect the validity of any judicial sale.

XII. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles and Bylaws of the Association, and any and all regulations adopted pursuant

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thereto, as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained shall be construed to make any Unit Owner an insurer.

B. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of this Declaration, the Articles and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

C. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Articles and Bylaws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

## XX. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy, and collect assessments against the Owners of all Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association and for operating and managing the property owned by the Association.

A. Determination of Assessments. Each owner of a Condominium shall pay to the Association a proportionate share of the total assessments deemed necessary by the Board of Directors for the operation of the Condominium property which share shall be based upon the Unit Owner's percentage of ownership in the Common Elements as described in the schedule set out in Article XI.

B. Time for Payment. The assessment levied against the Owner of each Unit and his Unit shall be payable not less often than quarterly as shall from time to time be fixed by the Board as permitted by the Condominium Act.

C. Annual Budget. Subject to the requirements of the Condominium Act, the Board shall establish an Annual Budget in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management, and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the assessment for the year shall be based upon such budget. Failure to deliver a copy of the budget to a Unit Owner shall, however, not affect the liability of such Owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments

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

**D. Reserve Fund.** The Board, in establishing each Annual Budget, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use a benefit of the Owners of all Units. These reserve accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item; provided, however, that no such reserve shall be included within the annual budget if the Unit Owners owning not less than fifty-one percent (51%) of the Units, at a duly called meeting of the Association, determine to provide no fiscal reserves or a lesser amount of fiscal reserves than as provided herein for any fiscal year.

**E. Use of Association Funds.** All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and Bylaws. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein except as an appurtenance to his Unit.

**F. Delinquency or Default.** The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the rate of eighteen percent (18%) per annum until the same, and all interest due thereon, has been paid in full.

**G. Personal Liability of Unit Owner.** The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all cost of collecting the assessments and interest thereon, including reasonable attorney's fees, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

**H. Liability not Subject to Waiver.** No Owner of a Unit may exempt himself from liability for any assessment levied against such Owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the unit, or in any other manner.

**I. Lien for Assessment.** The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements or Limited Common Elements which lien shall and does secure the monies due for all: (1) assessments levied against the Owner(s) of and each Unit; (2) interest, if any, which may become due on delinquent assessments owing to the Association; and (3) costs and expenses, including a reasonable attorney's fee, which may be

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incurred by the Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for Duval County, Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to the appointment of a receiver for said unit. The lien of the Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens, or encumbrances made by the Association to preserve and protect its lien, together with interest at the rate of eighteen percent (18%) per annum on all such advances made for such purposes.

J. Recording and Priority of Lien. The claim of lien of the Association shall be effective from and after recording, in the public records of Duval County, Florida, a claim of lien stating the description of the Unit encumbered thereby, the name of the record Owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid, but in no event for longer than one year from the date of recordation. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

K. Effect of Foreclosure of Judicial Sale. In the event that any person, firm, partnership or corporation shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such person, firm, or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. In the event of the acquisition of title to a unit by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners of all Units as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collections of such payment by means other than foreclosure.

L. Effect of Voluntary Transfer. When the Owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such Unit, shall furnish to the proposed lessee, purchaser, or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the Owner of such Unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be leased, sold, or mortgaged at the time when payment of any assessment against the Owner of the Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the

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 lessee, purchaser, or mortgagee, first to payment of any such delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the Owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

#### **XVI. REGISTRY OF OWNERS AND MORTGAGEES**

The Association shall at all times maintain a Register of the names of the Owners and mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The Owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgages encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

#### **XVII. ALTERATION OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS**

Except as the right is herein reserved to Developer, neither a Unit Owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements, except in compliance with the following:

A. Developer reserves the right to change the interior design and arrangement of, and to alter the boundaries between, Units owned by Developer, provided that no such change shall increase the number of units without an amendment to this Declaration of Condominium by the Unit Owners, their mortgagees, and the Association, as provided for elsewhere herein. Any such amendment to this Declaration which Developer is authorized to make to reflect the alteration of the boundaries of a Unit or Units owned by Developer may be executed and acknowledged by Developer and shall not require the consent or joinder of other Unit Owners and/or their mortgagees.

B. Unless the Unit Owner(s) shall first submit plans for such work to the Board, and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the Owner has an exclusive right of use, shall be made, constructed, erected, or installed which shall:

- (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe,

duct, wire, or conduit, or obstruct any easement or access provided for; or (2) remove or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior unit or building wall; or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or, apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or printed on the side visible from the exterior with a neutral color material; or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, panelling, trim, enclosure, fixture, or appliance; or (5) otherwise change, modify or alter the exterior of any unit or building so that it thereby differs in appearance from any other units. There shall be no material alterations or substantial improvements or additions to the Common Elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements which have been approved by two-thirds of the Owners of the Units. The cost of such alterations, improvements, and/or additions shall be assessed against and collected from the Owners of all Units as Common Expenses.

In any litigation or other dispute arising out of this Article XXIII and if the Association shall be the prevailing party, it shall be entitled to reimbursement of its costs incurred in the litigation or dispute, including, without limitation, reasonable attorney's fees.

### XXIII. TERMINATION

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction. In the event it is determined in the manner elsewhere herein provided that the improvement shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

B. Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Owners of the Condominium, and by all record owners of mortgages upon Units therein owned by institutional lenders and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of seventy-five (75%) of the Owners of Units, and of the record owners of all mortgages upon such Units in the Condominium, are obtained not later than thirty (30) days from the date of such meeting, then the approving Owners for the period ending on the sixtieth (60th) day from the date of such meeting shall have the option to purchase the Units of the non-approving Owners. Such option shall be upon the following terms:

(i) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record Owners of the Units to be purchased of an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall agree to purchase all of the Units owned by Owners not approving the

## OFFICIAL RECORDS

termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(ii) Price. The sales price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(iii) Payment. The purchase price shall be paid in full in cash or shall include assumption of any existing mortgage financing plus cash.

(iv) Closing. The sale shall be closed within ten (10) days following the determination of the sales price.

C. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Duval County, Florida.

D. Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Units Owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owner's Units prior to the termination as set forth elsewhere herein.

E. Amendment. This Article XXII cannot be amended without consent of all Unit Owners and of all owners of mortgages required to approve termination by agreement.

#### XXIV. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS

So long as Developer, or any mortgagee succeeding Developer in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm, or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the sale of such Unit, the right of first refusal and any right of redemption herein granted to the Association shall not be operative or effective in any manner.

#### XXV. RIGHTS OF INSTITUTIONAL MORTGAGEES

Any mortgagee of a Condominium Unit who makes a request in writing to the Association for the items provided in this section shall have the following rights:

A. To be furnished with at least one (1) copy of the annual financial statement and report of the Association, including detailed statement of annual carrying charges of income collected and operating expenses, such financial statement and report to be furnished within sixty (60) days following the end of each fiscal year.

## OFFICIAL RECORDS

B. To be given written notice by the Association of the call of a meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and Bylaws of Association, which notices shall state the nature of the amendment being proposed.

C. To be given notice of default by any member owning any Unit encumbered by a mortgage held by such mortgagee of the Unit Owner's obligations under this Declaration which is not cured within thirty (30) days, such notice to be given in writing and to be sent to the principal office of such mortgagee or to the place which it or they may designate in writing to the Association.

D. To be given an endorsement to the insurance policies covering the Common Elements requiring that such mortgagee be given any notice of cancellation provided for in such policy.

E. Regardless of any provision to the contrary contained in this Declaration, unless at least seventy-five (75%) of the mortgagees (based upon one vote for each loan secured by a first mortgage of individual Units in the Property) have given their prior written approval, the Association shall not be entitled to:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon owned directly or indirectly by the Association. The granting of easements for public utilities or for other public purpose consistent with the intended use of the meaning of this clause;

(ii) Change the method of determining the obligations, assessments, dues, or other charges which may be assessed against any units by the Association; or

(iii) By act or omission change, waive, or abandon the regulations or enforcement thereof contained in this Declaration pertaining to the architectural design or the exterior appearance of Units.

F. Examine Books and Records. Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during ordinary working hours.

G. Taxes and Other Charges. In the event the Association fails to pay, when due, taxes assessed against the Common Elements or premiums of insurance covering the improvements on property owned by the Association, then any one or more of the mortgagees may pay such taxes or insurance premiums, and the Association shall be obligated to reimburse such mortgagee or mortgagees for such payments, and until paid, the same shall constitute a lien upon the Common Elements in favor of the party or parties, entity or entities, paying same, which said lien may be enforced in a court of competent jurisdiction of the State of Florida in the same manner as a judgment lien may be enforced.

**XVI. MISCELLANEOUS**

A. Severability. The invalidity on whole or in part of any covenant or restriction, or any article, subarticle, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws, and regulations of the Association shall not affect the validity of the remaining portions thereof.

## OFFICIAL RECORDS

**E. Applicability of Declaration of Condominium.** All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

**G. Construction.** The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The Florida Condominium Act as amended to the date hereof is hereby adopted and made a part hereof. In, the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

**D. Parties Bound.** The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the Land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements and this Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become Owners of Units in the Condominium, and their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Developer has caused the foregoing Declaration of Condominium to be executed by its duly authorized officer as of the date set forth above.

Signed, sealed and delivered in the presence of:

JACKSONVILLE FEDERAL SAVINGS BANK

Monica M. Bright  
MONICA M. BRIGHT

By: C. L. Patterson  
Its S. Vice President  
C. L. Patterson

G. Preston Keyes  
G. PRESTON KEYES

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing Declaration of Condominium was acknowledged before me this 7th day of October, 1991, by C. L. Patterson, Vice - President of Jacksonville Federal Savings Bank, a national banking association, on behalf of the association.

G. Preston Keyes  
Notary Public, State and County  
Aforesaid

My Commission expires:

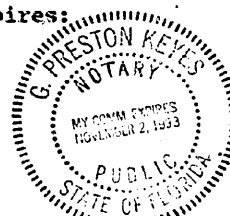


EXHIBIT "A"

## OFFICIAL RECORDS

PARCEL "A"

A PART OF LOTS 6 AND 7, BATES AND MARTINS SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 35 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAN JOSE BOULEVARD AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY WITH THE NORTHERLY RIGHT OF WAY LINE OF SHIRL LANE AS NOW ESTABLISHED AS A 20 FOOT RIGHT OF WAY, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 51° 47' 00" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 154.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 38° 53' 00" WEST, A DISTANCE OF 123.00 FEET; THENCE NORTH 51° 47' 00" EAST, ALONG THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 3358, PAGE 1015 AND OFFICIAL RECORDS VOLUME 4959, PAGE 739, BOTH OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 203.00 FEET; THENCE SOUTH 38° 53' 00" EAST, ALONG THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 4684, PAGE 844 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 123.00 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF SHIRL LANE; THENCE SOUTH 51° 47' 00" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 203.00 FEET TO THE POINT OF BEGINNING.

PARCEL "B"

A PART OF LOT 6, BATES AND MARTINS SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 35 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND ALSO BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6979, PAGE 2208 OF THE SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAN JOSE BOULEVARD AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY WITH THE NORTHERLY RIGHT OF WAY LINE OF SHIRL LANE AS NOW ESTABLISHED AS A 20 FOOT RIGHT OF WAY, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 51° 47' 00" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 154.70 FEET; THENCE NORTH 38° 53' 00" WEST ALONG THE NORTHEASTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6979, PAGE 2208, A DISTANCE OF 44.70 FEET; THENCE SOUTH 51° 47' 00" WEST, A DISTANCE OF 114.89 FEET; THENCE SOUTH 70° 38' 45" WEST, A DISTANCE OF 22.73 FEET TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF SAN JOSE BOULEVARD; THENCE SOUTH 19° 21' 15" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE CERTAIN EASEMENTS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT (THE "AGREEMENT") BETWEEN JACKSONVILLE FEDERAL SAVINGS BANK AND GREENLAND MARKETING COMPANY, INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, UNDER CLERK'S FILE NO. 91-0105284, WHICH EASEMENTS ARE THOSE MADE IN FAVOR OF "JAFED" (AS DEFINED IN THE AGREEMENT), APPURTENANT TO THE "CONDOMINIUM PARCEL" (AS DEFINED IN THE AGREEMENT), AND LOCATED UPON AND BURDENING THE "GREENLAND PARCEL" (AS DEFINED IN THE AGREEMENT).



**EXHIBIT "C"**

**OFFICIAL RECORDS**

SW  
JOSE BOULEVARD  
1946

[illegible]

THE UNIVERSITY OF CHICAGO

As a former member of the U.S. Navy and a devoted student of the American Revolution, I am pleased to inform you that I have been elected to the position of President of the American Revolution Bicentennial Committee. I am proud to represent the people of the United States and to work with you in the celebration of this important event. I am sure that your support and participation will be invaluable in making this a truly memorable occasion. I am looking forward to working with you and to the many achievements that will be realized through our joint efforts. I am sure that the American Revolution Bicentennial will be a time of great pride and accomplishment for all of us.

[illegible]

1959] *Ward, Smith and Smith: The Fishes of the Pacific Coast of North America*

[illegible][illegible][illegible]

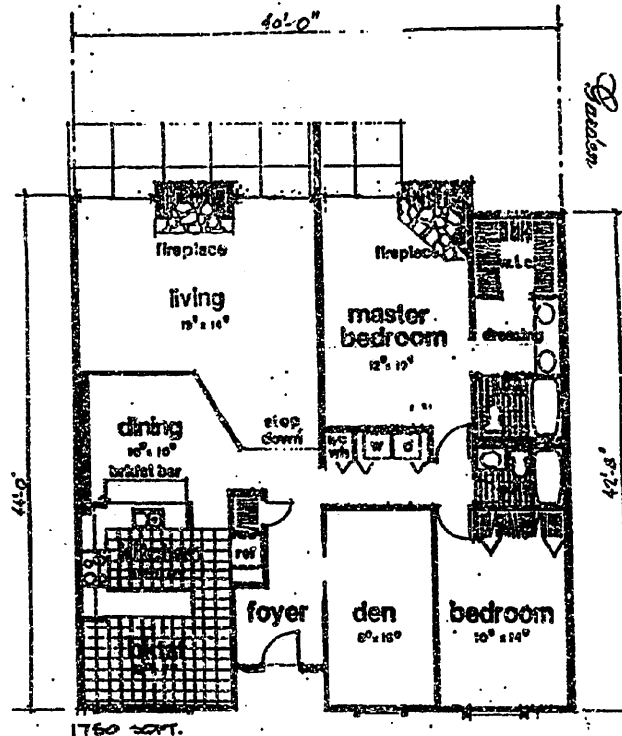
EXHIBIT "D"

# GEORGETOWN CONDOMINIUMS

UNIT TYPE "A"  
TYPICAL OF UNITS 101, 103  
MIRROR IMAGE TYPICAL OF UNITS 102

OFFICIAL RECORDS

UNIT 101 10000



Ground Floor Plan

## NOTES:

- 1) THIS UNIT PLAN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
- 2) ALL AREAS WITHIN PARCEL "A" AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
- 3) THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

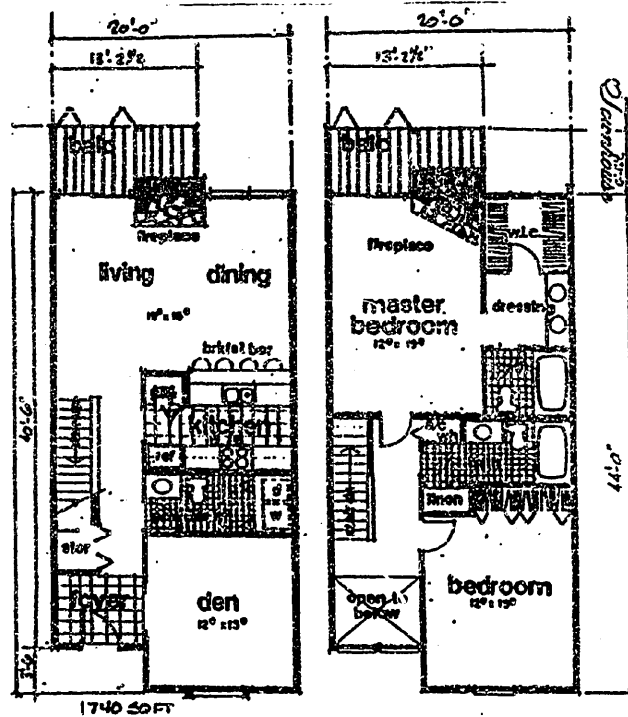
**bassett & bassett, inc**

SURVEYORS • ENGINEERS • LANDSCAPE ARCHITECTS • LAND PLANNERS  
215 CENTURY 21 DRIVE • JACKSONVILLE, FLORIDA 32216 • PHONE (904) 724-6433

# GEORGETOWN CONDOMINIUMS

OFFICIAL RECORDS

UNIT TYPE "B"  
TYPICAL OF UNITS 104, 106, 108, 110  
MIRROR IMAGE TYPICAL OF UNITS 105, 107, 109



First Floor Plan

Second Floor Plan

## NOTES:

- 1) THIS UNIT PLAN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
- 2) ALL AREAS WITHIN PARCEL "A" AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
- 3) THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

**bassett & bassett, inc**

SURVEYORS • ENGINEERS • LANDSCAPE ARCHITECTS • LAND PLANNERS  
215 CENTURY 21 DRIVE • JACKSONVILLE, FLORIDA 32216 • PHONE (904) 724-9433

EXHIBIT "E"

OFFICIAL RECORDS

## SURVEYOR'S CERTIFICATE

## GEORGETOWN CONDOMINIUM

I have examined this Declaration of Condominium and attached Exhibits A through D, including the Site Plan of Georgetown Condominium, and do hereby certify that the construction of the improvements is substantially complete so that the material, together with the provisions of this Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

*Charles R. Bassett*  
Registered Land Surveyor No. 1576  
State of Florida

(SEAL)

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared CHARLES R. BASSETT, to me well known to be the person described in and who executed the foregoing Surveyor's Certificate, and that he acknowledged executing the same freely and voluntarily for the uses and purposes therein expressed and set forth.

WITNESS my hand and official seal in the State and County last aforesaid this 7<sup>th</sup> day of OCTOBER, 1991.

*Jan M. Haines*  
Notary Public  
State and County aforesaid

My commission expires: 10-23-91

## OFFICIAL RECORDS

EXHIBIT "F"

## ARTICLES OF INCORPORATION

OF

GEORGETOWN CONDOMINIUM ASSOCIATION, INC.

(A corporation not for profit)

We, the undersigned desirous of forming a corporation not for profit under the provisions of Chapter 617, Florida Statutes, do hereby agree to the following Articles of Incorporation.

ARTICLE I - Name

The name of this corporation is Georgetown Condominium Association, Inc. (herein referred to as the "Association").

ARTICLE II - Purpose

The purposes and objects of the Association shall be to administer the operation and management of the condominium established in accordance with the Florida Condominium Act, Chapter 718, Florida Statutes ("Condominium Act") upon that certain real property in Duval County, Florida as described on the attached Exhibit A (incorporated herein by reference).

The Association shall undertake and perform all acts and duties incident to the operation and management of the Condominium in accordance with the terms, provisions and conditions of these Articles of Incorporation, the Bylaws of the Association and the Declaration of Condominium (the "Declaration") which will be recorded in the public records of Duval County, Florida.

ARTICLE III - Qualification of Members

The qualification of the members, their admission to membership, termination of membership, and voting by members shall be as follows:

1. The owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except the incorporators hereof.

## OFFICIAL RECORDS

2. A person shall become a Member by the acquisition of a vested present interest in the fee title to a Unit in the Condominium. The membership of any person or entity shall be automatically terminated upon his being divested of his title or interest in such Unit.

3. Transfer of membership shall be recognized by the Association upon its being provided with a certified copy of the recorded deed conveying such fee simple title to a dwelling unit to the new Member.

4. If a corporation, partnership, joint venture or other entity is the fee simple title holder to a Unit, or the Unit is owned by more than one person, the Unit owner shall designate one person as the Member entitled to cast votes and/or to approve or disapprove matters as may be required or provided for in these Articles, the Bylaws or the Declaration.

5. Except as an appurtenance to his Unit, no Member can assign, hypothecate or transfer in any manner, his membership in the Association or his interest in the funds and assets of the Association. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, for the Declaration, the Condominium Act and the Bylaws hereof.

6. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Unit in the Condominium. Such vote may be exercised or cast by the owner or owners of each Unit in such manner as may be provided in the Bylaws of this Association. Should any Member own more than one Unit, such Member shall be entitled to exercise or cast one vote for each such Unit in the manner provided for in the Bylaws. A vote may be exercised or cast by the member in such manner as may be provided in the Bylaws hereafter adopted by the Association.

ARTICLE IV - Term of Existence

This Association is to exist perpetually.

## OFFICIAL RECORDS

ARTICLE V - REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent of this Corporation shall be C. L. Patterson and the office of the Registered Agent is located at 2107 Hendricks Avenue, Jacksonville, Florida 32207.

ARTICLE VI - Officers

1. The officers of the Association shall be a President, Vice President, a Secretary, a Treasurer and such other officers, as may be deemed desirable or necessary by the Board of Directors.

2. The persons who are to serve as officers of the Association until their successors are chosen are:

<u>OFFICER</u>	<u>NAME</u>
President	C. L. Patterson
Vice President	Arthur G. Johnson, Jr.
Secretary	William R. Thompson
Treasurer	William R. Thompson

3. The officers shall be elected by the Board of Directors at their annual meeting as provided in the Bylaws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

ARTICLE VII - Board of Directors

1. The business affairs of this Association shall be managed by the Board of Directors. This Association shall initially have three (3) directors.

2. Each director shall be a member of the Association; provided, however, that until the first meeting of the membership of the Association as provided in the Bylaws, directors need not be members of the Association.

3. The Board of Directors shall be elected by the members of the Association from among the membership at the annual membership meeting as provided in the Bylaws. Vacancies on the Board may be filled by the remaining directors at any duly called meeting.

4. The names and addresses of the persons who are to serve as directors until their successors are chosen are:

## OFFICIAL RECORDS

C. L. Patterson

2107 Hendricks Avenue  
Jacksonville, FL 32207

Arthur G. Johnson, Jr.

2107 Hendricks Avenue  
Jacksonville, FL 32207

William R. Thompson

2107 Hendricks Avenue  
Jacksonville, FL 32207ARTICLE VIII - Bylaws

1. The Board of Directors of this Association may provide such Bylaws for the conduct of its business and the carrying out of its purposes as it may deem necessary from time to time.

2. The Bylaws may be amended, altered or rescinded upon the proposal of a majority of the Board of Directors and approval in person or in writing of the members of the Association holding a majority of votes present at a regular or special meeting of the members, the notice of which shall state that such proposal is to be voted upon at the meeting.

ARTICLE IX - Amendments

These Articles of Incorporation may be amended as follows:

1. Amendments shall be proposed by the Board of Directors of the Association acting upon a vote of a majority of the directors.

2. Such proposed amendments shall become effective when approved by an affirmative vote of members owning a least two thirds (2/3) of the votes. The membership shall vote on the proposed amendments at any regular or specially called meeting for such purpose, the notice of which shall describe the amendment or amendments being proposed. Vote may be in person or by written proxy.

ARTICLE X - Nonprofit Status

1. No part of the net earnings of the Association shall inure to the benefit of any individual or member.

2. The Association shall not carry on propaganda, or otherwise act to influence legislation.

## OFFICIAL RECORDS

ARTICLE XI - Indemnity

Every director and every other officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged by a court of competent jurisdiction to be guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XII - INCORPORATOR

The name and address of the incorporators to these Articles are:

William R. Thompson	2107 Hendricks Avenue Jacksonville, FL 32207
C. L. Patterson	2107 Hendricks Avenue Jacksonville, FL 32207
Arthur G. Johnson, Jr.	2107 Hendricks Avenue Jacksonville, FL 32207

IN WITNESS WHEREOF, we, the undersigned, subscribing incorporators, have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1991, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

\_\_\_\_\_  
William R. Thompson

\_\_\_\_\_  
C. L. Patterson

\_\_\_\_\_  
Arthur G. Johnson, Jr.

## OFFICIAL RECORDS

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this  
day of \_\_\_\_\_, 1991, by William R. Thompson, C. L.  
Patterson and Arthur G. Johnson, Jr.

\_\_\_\_\_  
Notary Public, State of Florida  
at Large

My Commission Expires:

(Notarial Seal)

REGISTERED AGENT CERTIFICATE

Georgetown Condominium Association, Inc., a corporation  
duly organized and existing under the laws of the State of  
Florida with its principal office, as indicated in the Articles  
of Incorporation in Jacksonville, Duval County, Florida, has  
named C. L. Patterson, with an office located at 2107 Hendricks  
Avenue, Jacksonville, Florida 32202, as its agent to accept  
service of process within this state.

GEORGETOWN CONDOMINIUM  
ASSOCIATION, INC.

By: \_\_\_\_\_  
Its

## ACKNOWLEDGMENT

Having been named to accept service of process for the  
above stated corporation, at the place designated in this  
Certificate, I hereby accept to act in this capacity and agree  
to comply with the provision of Florida Statutes relative to  
keeping open said office.

\_\_\_\_\_  
C. L. Patterson  
Registered Agent

EXHIBIT "A"

## OFFICIAL RECORDS

PARCEL "A"

A PART OF LOTS 6 AND 7, BATES AND MARTINS SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 35 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAN JOSE BOULEVARD AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY WITH THE NORTHERLY RIGHT OF WAY LINE OF SHIRL LANE AS NOW ESTABLISHED AS A 20 FOOT RIGHT OF WAY, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 51° 47' 00" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 154.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 38° 53' 00" WEST, A DISTANCE OF 123.00 FEET; THENCE NORTH 51° 47' 00" EAST, ALONG THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 3358, PAGE 1015 AND OFFICIAL RECORDS VOLUME 4959, PAGE 739, BOTH OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 203.00 FEET; THENCE SOUTH 38° 53' 00" EAST, ALONG THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 4684, PAGE 844 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 123.00 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF SHIRL LANE; THENCE SOUTH 51° 47' 00" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 203.00 FEET TO THE POINT OF BEGINNING.

PARCEL "B"

A PART OF LOT 6, BATES AND MARTINS SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 35 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND ALSO BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6979, PAGE 2208 OF THE SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAN JOSE BOULEVARD AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY WITH THE NORTHERLY RIGHT OF WAY LINE OF SHIRL LANE AS NOW ESTABLISHED AS A 20 FOOT RIGHT OF WAY, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 51° 47' 00" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 154.70 FEET; THENCE NORTH 38° 53' 00" WEST ALONG THE NORTHEASTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6979, PAGE 2208, A DISTANCE OF 44.70 FEET; THENCE SOUTH 51° 47' 00" WEST, A DISTANCE OF 114.89 FEET; THENCE SOUTH 70° 38' 45" WEST, A DISTANCE OF 22.73 FEET TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF SAN JOSE BOULEVARD; THENCE SOUTH 19° 21' 15" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE CERTAIN EASEMENTS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT (THE "AGREEMENT") BETWEEN JACKSONVILLE FEDERAL SAVINGS BANK AND GREENLAND MARKETING COMPANY, INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, UNDER CLERK'S FILE NO. , WHICH EASEMENTS ARE THOSE MADE IN FAVOR OF "JAXFED" (AS DEFINED IN THE AGREEMENT), APPURTENANT TO THE "CONDOMINIUM PARCEL" (AS DEFINED IN THE AGREEMENT), AND LOCATED UPON AND BURDENING THE "GREENLAND PARCEL" (AS DEFINED IN THE AGREEMENT).

EXHIBIT "G"  
BYLAWS OF  
GEORGETOWN CONDOMINIUM ASSOCIATION, INC.

OFFICIAL RECORDS

ARTICLE I

Members

(Unit Owners)

Section 1. The members of Georgetown Condominium Association, Inc. (the "Association"), a Florida corporation not for profit, shall consist of the respective owners of condominium parcels ("units") of Georgetown Condominium located in Jacksonville, Florida.

Section 2. The membership of each unit owner shall terminate when he ceases to be a unit owner, and upon the sale, transfer or other disposition of his ownership interest in a unit, membership in the Association shall automatically be transferred to the new unit owner succeeding to such ownership interest.

Section 3. Each unit shall be entitled to one vote at Association meetings, which shall be exercised by the unit owner. A majority of votes shall decide all questions at Association meetings, unless specified otherwise in these Bylaws, the Articles of Incorporation, or the Declaration of Condominium of Georgetown Condominium (the "Declaration"). If a person owns more than one unit, he shall be entitled to one vote for each unit owned. In the event that a unit is owned by more than one person, or by a corporation, trust or other entity, the person entitled to cast the vote for that unit shall be designated by a certificate filed with the Association and signed by all joint owners or an authorized agent of the corporation or other entity.

Section 4. A quorum at membership meetings shall consist of attendance in person or by proxy of members entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purposes of determining a quorum.

## OFFICIAL RECORDS

Section 5. Votes may be cast in person or by proxy.

Proxies shall be in writing, shall be valid only for the particular meeting designated thereon and must be filed with the secretary before the appointed time of the meeting.

## ARTICLE II

## Meetings of Membership

Section 1. The annual meeting of the membership of the Association shall be held at the offices of the Association or at such other place in the State of Florida, as shall be designated by the Board of Directors or the President of the Association. The annual meeting shall be held in September of each year, unless otherwise determined by the Board of Directors.

Section 2. Unless specifically provided otherwise herein, special meetings of the membership shall be held when directed by the President or the Board of Directors or when requested in writing by members holding a majority of the votes having the right to vote at such meeting. A meeting requested by the membership shall be called for a date not less than fourteen or more than sixty days after the request is made. The call for the meeting shall be issued by the Secretary.

Section 3. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, to each member, unless waived in writing. Such notices shall be written or printed, shall state the time, place and purpose for the meeting, and shall be mailed or personally delivered to each member as follows:

- (a) For special meetings, notices are to be mailed by regular mail, not less than forty-eight (48) hours prior to the date of the meeting, unless the Board determines an emergency exists, in which event the Board shall give such notice as is reasonable under the circumstances;

## OFFICIAL RECORDS

(b) For annual meetings, notices are to be mailed by certified mail, retaining post office, certificate as proof of mailing, not less than fourteen nor more than sixty days prior to the date set for the meeting; and

(c) For any meetings at which the budget of common expenses will be considered, not less than thirty nor more than sixty days prior to the date of the meeting.

In addition, except in an emergency, when such notice requirement shall be waived, written notice shall be posted at a conspicuous place on the condominium property not less than forty-eight (48) hours prior to any special meeting and not less than fourteen (14) days prior to the annual meeting.

Section 4. Any unit owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to action taken without a meeting, by execution of a waiver or consent in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates.

## ARTICLE III

## Board of Directors

Section 1. The Board of Directors of the Association shall consist of three (3) persons who shall be originally appointed as provided in the Declaration. Thereafter, subject to the provisions of the Declaration, the directors shall be elected at the annual membership meeting, and shall hold office for a term of one year and until their successors shall be elected and qualified. At each election for directors, each member shall be entitled to vote for as many persons as there are directors to be elected. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

Section 2. After the first election of all directors by the membership, each director shall be a unit owner or the

## OFFICIAL RECORDS

spouse of a unit owner (or, if a unit owner is a corporation, partnership, or trust, a director may be an officer, partner or beneficiary of such unit owner). If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 3. Any vacancy occurring in the Board may be filled by a majority vote of the remaining members thereof.

Section 4. An annual meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Special meetings of the Board shall be held upon call by the President or a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, unless the Board determines an emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances. All meetings of the Board of Directors shall be open to unit owners and, except in an emergency as provided above, notices of all meetings shall be posted in a conspicuous place on the condominium property at least 48 hours prior to the meeting. However, unit owners shall not be entitled to vote or participate in any other way at the meeting.

Section 5. Any director or unit owner may waive notice of meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to, the meeting or Board action, to which the waiver or consent relates.

Section 6. A quorum for the transaction of business shall consist of a majority of the directors. However, less than a quorum may adjourn a meeting from time to time. A majority of directors who are present at any meeting where a quorum is present, shall decide any question before the meeting.

## OFFICIAL RECORDS

Section 7. Any director may be removed from office, with or without cause, by at least a majority vote of all unit owners, at a duly called meeting of unit owners. Notwithstanding any other provisions herein, a special meeting of unit owners to remove a director or directors from office may be called by 10% of all unit owners giving notice to all owners of the meeting, which notice shall state the purpose of the meeting and shall be given to all unit owners in writing in the same manner as required by these Bylaws for a special meeting of unit owners.

Section 8. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the unit owners.

Section 9. The Board shall have the following powers and duties:

(a) To elect the officers of the Association as hereinafter provided;

(b) To administer the affairs of the Association and the condominium;

(c) To employ a General Manager or Management Company who shall manage and operate the condominium for all of the unit owners, upon such terms and for such compensation and with such authority as the Board may approve;

(d) To formulate policies for the administration, management and operation of the condominium;

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the condominium, and to amend such rules and regulations from time to time;

(f) To provide for the maintenance, repair and replacement of the common elements and limited common elements and payments therefor;

## OFFICIAL RECORDS

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants and to engage or contract for the services of others, and to make purchases, for the maintenance, repair, replacement, administration, management and operation of the condominium and the condominium property, and to delegate any such powers to the employees or agents of the Association;

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the unit owners their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;

(i) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the unit owners, as expressed in a resolution duly adopted at any annual or special meeting of the unit owners;

(j) To exercise all other powers and duties of the Board provided for in the Declaration, the Certificate of Incorporation of the Association and Chapter 718, Florida Statutes, the Condominium Act of the State of Florida, as amended from time to time.

## ARTICLE IV

## Officers

Section 1. Subject to the provisions of the Declaration, at each annual meeting of the Board, the Board shall elect from the membership of the Association the following officers of the Association:

(a) A President, who shall be a director, shall preside over the meetings of the Board and of the unit owners, and shall be the chief executive

officer of the Association. In the recess of the Board of Directors, the President shall have general control and management of the business and affairs of this Association.

(b) A Vice President, who shall, in the absence or disability of the President, perform the duties and exercise the power of the President;

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

(d) A Treasurer, who shall cause to be kept the financial records and books of account of the Association; and

(e) Such additional officers as the Board shall see fit to elect.

Section 2. The respective officers shall have the general powers usually vested in such officers of a not-for-profit corporation, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may deem necessary.

Section 3. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

Section 4. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board of Directors.

Section 5. Officers shall receive no compensation for the their services, unless expressly provided for in a resolution duly adopted by the unit owners.

Section 6. The Association shall cause blanket fidelity bonds to be maintained for all officers, directors, and employees of the Association and for all other persons

## OFFICIAL RECORDS

handling or responsible for funds of or administered by the Association. The total amount of such bond coverage shall be that determined by the Board of Directors but shall not be less than 1) estimated maximum funds in the custody of the Association or 2) the amount of three months' aggregate assessments on all units plus reserve funds, whichever is greater.

## ARTICLE V

## Assessments

Section 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll, taxes, supplies, materials, parts, services, utilities, maintenance, repairs, replacements, landscaping, insurance, fuel, and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the unit owners on an individual or separate basis rather than a common basis). The annual budget shall also take into account the estimated net available cash income for the year and a reserve for replacements in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the unit owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficiency, as the case may be, shall also be taken into account.

Section 2. The estimated annual budget for each fiscal year as prepared by the Board, shall be approved by a majority of all unit owners. A copy of the proposed annual budget shall be mailed to unit owners not less than thirty (30) days prior to the meeting at which the budget is to be considered, together with notice of the meeting, specifying the time and place at which it will be held.

OFFICIAL RECORDS

Section 3. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each unit owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each unit owner shall be in accordance with his respective ownership interest in the common elements as set forth in the Declaration. The Board may send to each unit owner on or before the first day of each month a statement of the monthly assessment of such unit owner for such month, but the failure to receive such monthly statement shall not relieve any unit owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Association shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each unit owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each unit owner shall pay his monthly assessment on or before the first day of each month to the General Manager or as may be otherwise directed by the Board. No unit owner shall be relieved of his obligation to pay his assessments for common expenses by abandoning or not using his condominium parcel of the common elements.

Section 4. In the event that during the course of fiscal year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder for such year, furnish copies to each owner, and make a supplemental assessment to each unit owner for his proportionate share of such supplemental budget; however, no supplemental

## OFFICIAL RECORDS

budget shall require assessment of unit owners greater than 1133 of their prior assessments, without approval of a majority of all unit owners. If the Board determines that a supplemental budget is required which will exceed the above limitations, it shall call a meeting of unit owners to consider such budget, giving notice of such meeting as required in these Bylaws for any meeting at which a budget is to be considered.

Section 5. The Board may require each unit owner to deposit with the Association a reasonable deposit for working capital or contingent expenses to be the same proportion of the total deposit as his percentage ownership in the common elements.

Section 6. If the first fiscal year of the Association, or any succeeding fiscal year, shall be less than a full calendar year, then the monthly assessments for each unit owner shall be proportionate to the number of months and days in the period covered by such budget. A unit owner shall pay his assessment commencing with the date of purchase of his condominium parcel for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the common elements and the number of months and days remaining of the period covered by the current annual budget.

Section 7. The Board shall maintain accounting records according to approved accounting practices, and current copies of the declaration, bylaws and such rules and regulations as may be adopted which records shall be open to inspection by unit owners, lenders, and holders, guarantors and insurers of first mortgage liens against units in the condominium during normal business hours or at other reasonable times and upon reasonable notice. The accounting records shall include a record of receipts and expenditures and a separate account for each unit owner showing the assessments charged to and paid by such owner. Within ninety (90) days after the end of each

## OFFICIAL RECORDS

year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each unit owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Upon reasonable notice to the Board, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from him.

Section 8. Without the approval of the unit owners holding at least two-thirds of the votes of the Association, the Board shall not approve any capital expenditures in excess of ten thousand dollars (\$10,000.00) other than rebuilding, repairing or replacing damaged property.

Section 9. Every unit owner shall pay his proportionate share of the common expenses, in the same ratio as his percentage of ownership in the common elements as set forth in the Declaration and any special assessments assessed against his condominium parcel in the manner herein provided. If any unit owner shall fail or refuse to make any such payment of the common expenses or any special assessments when due, the amount thereof shall constitute a lien on the interest of such unit owner in his unit and its appurtenances. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 10. The Board shall cause to be kept detailed and accurate records of the receipts and expenditures of the Association, specifying and itemizing the common expenses incurred, and such records and vouchers for payments of the common expenses shall be available for examination by the unit owners during normal business hours.

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Section 11. The Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the common elements or limited common elements of the condominium. When less than all the unit owners are responsible for the existence of any such lien, the unit owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Section 12. The Board of Directors may levy special assessments against the condominium parcels to pay for improvements, repairs or replacements in accordance with the terms of the Declaration. Special assessments shall be due and payable within fifteen (15) days after notice thereof is given unless the notice shall specify a longer period.

## ARTICLE VI

## Use and Occupancy Restrictions

Section 1. No part of the condominium shall be used for other than housing and the related common purposes for which the condominium was designed. Each occupant, whether owner or tenant, shall comply with all the restrictions upon use set out in the Declaration.

Section 2. Uniform Rules and Regulations governing the use of the condominium and the conduct of persons entitled to so use the condominium property shall be promulgated from time to time by the Board of Directors. All unit owners shall obey the Rules and Regulations as promulgated by the Board.

Section 3. The Board of Directors shall levy and assess fines against any unit, the owner, lessee or guest of which violates any such rule or regulation. Such fines shall be in amounts not to exceed \$25.00 for each day each violation shall continue after notice of such violation has been given to the violator. Such fines shall be due and payable immediately

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upon assessment and shall be secured and collected in the same manner as any other assessment.

#### ARTICLE VII

##### Amendment

These Bylaws may be amended, altered or rescinded upon approval in person or in writing of the members of the Association holding two-thirds of the votes of the Association at a regular or special meeting of the members, notice of which shall state that such proposed amendment is to be voted upon at the meeting. All amendments of these Bylaws shall be duly recorded as an exhibit to the Declaration, in the public records of the county in which the condominium property is located.

#### ARTICLE VIII

##### Lender's Notices

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a mortgage encumbering a unit and the unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

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

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

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

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

I HEREBY CERTIFY that the foregoing Bylaws were duly adopted by Georgetown Condominium Association, Inc., a Florida corporation not-for-profit, this \_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
Secretary

FILED AND RETURNED  
IN PUBLIC RECORDS  
OF DUAL COUNTY FLA

RECORD VERIFIED  
*[Signature]*  
CLERK OF CIRCUIT COURT

**RECIPROCAL EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of this 17th day of October, 1991, by and between JACKSONVILLE FEDERAL SAVINGS BANK, a national banking association, whose address is 2107 Hendricks Avenue, Jacksonville, Florida 32207 ("JaxFed"), and GREENLAND MARKETING COMPANY, INC., a Florida corporation, whose address is Suite 202, 5209 San Jose Boulevard, Jacksonville, Florida 32207 ("Greenland").

PREAMBLE. JaxFed is the owner of certain property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "JaxFed Parcel") and that certain property more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Access Parcel" and, together with the JaxFed Parcel, the "Condominium Parcel"). Immediately after the recordation of this Agreement, JaxFed intends to submit the Condominium Parcel to condominium form of ownership in accordance with Florida Statutes Ch. 718, by recording that certain Declaration of Condominium of Georgetown Condominium (the "Declaration") dated the date hereof whereby Georgetown Condominium (the "Condominium") will be created pursuant to the terms of the Declaration. The Condominium will be operated by Georgetown Condominium Association, Inc., a Florida not for profit corporation (the "Association"), in accordance with the terms of the Declaration. Greenland is the owner of certain property more particularly described in Exhibit "C" attached hereto and made a part hereof (the "Greenland Parcel"). The parties hereto desire to grant and receive certain easements benefitting their respective properties, and to make certain agreements regarding their use and maintenance of certain common facilities, all as hereinafter set forth.

NOW THEREFORE, in consideration of the making of the various easements and agreements hereinafter set forth, Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Access and Parking Easement/Access Parcel. JaxFed does hereby grant and convey to Greenland, its successors and assigns, for the use and benefit of the Greenland Parcel, a perpetual, non-exclusive easement over, across and upon the Access Parcel for the purpose of vehicular ingress and egress to and from the Greenland Parcel and San Jose Boulevard - State Road #13 and for parking. The right of vehicular ingress and egress over, across and upon the Access Parcel shall be limited to the driveways and traffic lanes (the "Drives") located on the Access Parcel as they may from time to time exist. The right of parking over, across and upon the Access Parcel shall be limited to the parking areas (the "Parking Areas") located on the Access Parcel as they may from time to time exist. JaxFed shall have the right, from time to time, to expand, contract or relocate the Drives and Parking Areas without the consent of Greenland, so long as the Drives and Parking Areas, as expanded, contracted or relocated, continue to provide vehicular access to and from the Greenland Parcel and San Jose Boulevard and so long as the number of parking spaces is not reduced. Greenland's use and enjoyment

THIS INSTRUMENT PREPARED BY:

G. PRESTON REYES

1800 FIRST UNION NATIONAL BANK TOWER

225 WATER STREET

JACKSONVILLE, FLORIDA 32202

RECORDED AND RETURN TO:

SMITH HULSHY &amp; BUSSEY

1800 FIRST UNION NATIONAL BANK TOWER

225 WATER STREET

JACKSONVILLE, FLORIDA 32202

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of the easement herein granted shall not unreasonably interfere with the operation, development or use of the Condominium Parcel.

2. Residential Utility Easements. JaxFed does hereby grant and convey to Greenland, its successors and assigns, for the use and benefit of the Greenland Parcel, and Greenland does hereby grant and convey to JaxFed, its successors and assigns, for the use and benefit of the Condominium Parcel, perpetual, non-exclusive easements to construct, install, maintain, repair and replace water, sewer, drainage, electric, telephone, gas and cable television lines and associated facilities on, under and upon those portions of the Access Parcel and the Greenland Parcel, respectively, on which there are no constructed building improvements (including the pool) as of the date hereof (as reflected on the survey prepared by Bassett & Bassett, Inc. attached hereto as Exhibit "D"), together with the right of ingress and egress over and across said parcels to the extent necessary to perform such construction, installation, maintenance, repair and replacement. All construction, installation, maintenance, repair and replacement performed in connection with the easements herein described shall not unreasonably interfere with the operation, development or use of the Condominium Parcel or the Greenland Parcel. Each party shall repair and restore, to its original condition, to the extent reasonably practicable, any portion of such easement parcel that has been disturbed or damaged by the party holding the easement rights herein granted in connection with the use and enjoyment by such party of the easements herein granted.

3. Signage and Signage Easement/Signage Maintenance.

A. Greenland does hereby grant and convey to JaxFed, its successors and assigns, for the use and benefit of the Condominium Parcel, a perpetual, non-exclusive easement to construct, install, maintain, repair and replace signage on, over and upon that portion of the Greenland Parcel more particularly described in Exhibit "E" attached hereto and made a part hereof (the "Sign Parcel"), together with the right of ingress and egress over and across the Greenland Parcel to the extent necessary to perform such activities. JaxFed shall repair and restore to its original condition, to the extent reasonably practicable, any portion of the Sign Parcel or Greenland Parcel that has been disturbed or damaged in connection with JaxFed's use and enjoyment of the easement herein granted.

B. Notwithstanding the above, the parties hereto acknowledge that the existing sign within the Sign Parcel identifies the use and ownership of each the Condominium Parcel and Georgetown Parcel. Greenland and JaxFed shall be equally responsible for the maintenance, repair or replacement of the existing sign located within the Sign Parcel and hereby agree to maintain such sign in good condition and repair at all times. The cost of all such maintenance, repair and replacement shall be borne on an equal basis by the parties hereto.

4. Encroachment Easement. Greenland does hereby grant and convey unto JaxFed, its successors and assigns, for the use and benefit of the Condominium Parcel, a perpetual, non-exclusive easement on, over, across and under that certain property more particularly described in Exhibit "F" attached hereto and made a part hereof (the "Encroachment Parcel") to the extent necessary to construct, install, use, maintain, repair and replace improvements belonging to JaxFed and located on, over, across, under and above the Encroachment

## OFFICIAL RECORDS

Parcel, including but not limited to, a fence, swimming pool filter device and ancillary facilities. JaxFed does hereby agree to indemnify and hold harmless Greenland from and against any liability incurred by Greenland as a result of or relating to the existence, use or operation of any improvements belonging to JaxFed on the Encroachment Parcel.

**8. Maintenance.** As to the maintenance, repair, replacement and expense of or relating to certain facilities, improvements and landscaping, JaxFed and Greenland hereby covenant and agree as follows:

(i) JaxFed agrees, at its own cost and expense, to maintain, repair and replace, and to pay to electric charges relating to, the lift station located on the JaxFed Parcel.

(ii) JaxFed and Greenland shall be jointly responsible for, and shall equally bear the cost of, the repair, maintenance and replacement of the drainage retention pond located at the northwest portion of the Greenland Parcel.

(iii) With respect to the electric meter relating to electric service for the common area lighting and pool pump, JaxFed agrees to pay sixty (60%) percent of the electric charges on such meter and Greenland agrees to pay forty (40%) of such electric charges.

(iv) Greenland agrees, at its own cost and expense, to maintain, repair and replace the Parking Areas and sidewalks on the Access Parcel, and Greenland and JaxFed agree to be jointly responsible for, and to equally bear the cost of, maintaining, repairing and replacing the Drives on the Access Parcel.

(v) Except as above provided, JaxFed and Greenland shall jointly be responsible for, and shall equally bear the cost of, the repair, maintenance and replacement of the (a) water, sewer, electric, lighting, drainage, and irrigation facilities, (b) landscaping, and (c) common perimeter walls, as any of the same may now or hereafter be located on the Access Parcel.

(vi) Except as above provided, Greenland agrees, at its own cost and expense, to maintain, repair and replace, as appropriate, the (a) water, sewer, electric, lighting, drainage, and irrigation facilities, (b) landscaping, (c) common perimeter walls, and (d) pavement and sidewalks, as any of the same may now or hereafter be located on the Greenland Parcel.

(vii) Except as above provided, JaxFed agrees, at its own cost and expense, to maintain, repair and replace, as appropriate, the (a) water, sewer, electric, lighting, drainage, and irrigation facilities, (b) landscaping, (c) common perimeter walls, and (d) pavement and sidewalks, as any of the same may now or hereafter be located on the JaxFed Parcel.

(viii) In making the allocation of maintenance, repair and replacement obligations and utility

## OFFICIAL RECORDS

costs and expenses set forth in subsections (1) through (vii) above, JaxFed and Greenland have attempted to share on a fair and equitable basis the responsibility for performing such obligations and paying such costs and expense. In the event, either through changed circumstances (such as the addition of new utility facilities or the relocation thereof) or through mistake (such as an error as to what utility services may be indicated on existing meters), the sharing of such obligations and costs and expenses are not being equitably shared by the parties hereto, then the parties hereto agree to cooperate with one another and to exercise good faith in adjusting the method for sharing the aforementioned obligations and costs and expenses so that the same are shared on a fair and equitable basis.

6. **Enforcement.** A party hereto shall be entitled to enforce the performance of the obligations of the other party hereto through specific performance or other available method, and any party hereto failing to perform its obligations hereunder shall be liable in damages for its failure to do. In any litigation arising under or in connection with this Agreement, the prevailing party in such litigation shall be entitled to collect its reasonable attorneys' fees and costs against the non-prevailing party.

7. **Successors and Assigns.** The easements and accompanying rights, restrictions and obligations created by this Agreement shall run with the title to the lands herein described and shall be binding upon and inure to the benefit of JaxFed and Greenland and their respective successors and assigns. Upon recording of the Declaration in the public records of Duval County, Florida, JaxFed will be deemed to have assigned, transferred and conveyed all of its liabilities and obligations arising hereunder to the Association, and the Association will be deemed to have assumed all such liabilities and obligations, whereupon JaxFed shall be automatically and forever released therefrom.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

JACKSONVILLE FEDERAL  
SAVINGS BANK

Monica M. Bought  
Print Name: MONICA M. BOUGHT

By: C. L. Patterson  
Print Name: C. L. Patterson  
Its S.V.R. President

G. Preston Kees  
Print Name: G. PRESTON KEES

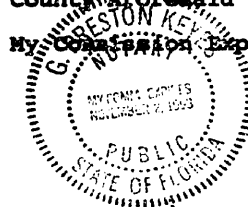
## OFFICIAL RECORDS

GREENLAND MARKETING  
COMPANY, INC.Print Name: Arthur G. Stahow Jr.Print Name: MARYJANE MORGANBy: [Signature]Print Name: G. K. DAVENPORTIts PresidentSTATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of October, 1991, by G. L. Patterson, Vice-President of Jacksonville Federal Savings Bank, a national banking association, on behalf of the association.

Print Name: G. RESON KAYESNotary Public, State and  
County Aforesaid

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of October, 1991, by G. K. DAVENPORT, THE President of Greenland Marketing Company, Inc., a Florida corporation, on behalf of the corporation.

Print Name: MARYJANE MORGANNotary Public, State and  
County Aforesaid

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DEC. 11, 1993  
BONDED THRU GENERAL INS. UND.



VL719770001

EXHIBIT "A"

OFFICIAL RECORDS

PARCEL "A"

A PART OF LOTS 6 AND 7, DATES AND MARTINS SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 35 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAN JOSE BOULEVARD AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY WITH THE NORTHERLY RIGHT OF WAY LINE OF SHIRL LANE AS NOW ESTABLISHED AS A 20 FOOT RIGHT OF WAY, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH  $51^{\circ} 47' 00''$  EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 154.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $38^{\circ} 53' 00''$  WEST, A DISTANCE OF 123.00 FEET; THENCE NORTH  $51^{\circ} 47' 00''$  EAST, ALONG THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 3338, PAGE 1015 AND OFFICIAL RECORDS VOLUME 4959, PAGE 739, BOTH OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 203.00 FEET; THENCE SOUTH  $38^{\circ} 53' 00''$  EAST, ALONG THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 4684, PAGE 844 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 123.00 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF SHIRL LANE; THENCE SOUTH  $51^{\circ} 47' 00''$  WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 203.00 FEET TO THE POINT OF BEGINNING.

VALT 197-100002

OFFICIAL RECORDS

EXHIBIT "B"

A PART OF LOT 6, BATES AND MARTINS SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 35 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND ALSO BEING A PART OF TRIBE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6979, PAGE 2208 OF THE SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAN JOSE BOULEVARD AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY WITH THE NORTHERLY RIGHT OF WAY LINE OF SHIRL LANE AS NOW ESTABLISHED AS A 20 FOOT RIGHT OF WAY, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 81° 47' 00" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 154.70 FEET; THENCE NORTH 38° 53' 00" WEST ALONG THE NORTHEASTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6979, PAGE 2208, A DISTANCE OF 44.70 FEET; THENCE SOUTH 51° 47' 00" WEST, A DISTANCE OF 114.89 FEET; THENCE SOUTH 70° 38' 48" WEST, A DISTANCE OF 22.73 FEET TO THE MENTIONED EASTERLY RIGHT OF WAY LINE OF SAN JOSE BOULEVARD; THENCE SOUTH 19° 21' 15" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING.

## EXHIBIT "C"

VOL 7197-10000

## OFFICIAL RECORDS

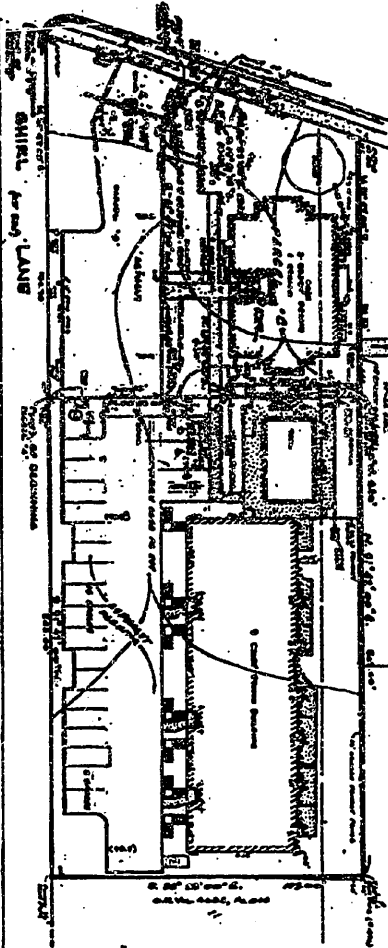
IN PLAT BOOK 8, PAGE 38 OF THE CURRENT PUBLIC RECORDS OF MIAMI COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, CORNER AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAN JOSE BOULEVARD AS NOW ESTABLISHED AREA 100 FEET RIGHT OF WAY WITH THE EASTERLY RIGHT OF WAY LINE OF MIAMI LAKE AS NOW ESTABLISHED AS A 20 FEET RIGHT OF WAY, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 19° 21' 15" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19° 21' 15" WEST CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAN JOSE BOULEVARD, A DISTANCE OF 74.77 FEET TO THE INTERSECTION WITH THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 3388, PAGE 1016 OF THE CURRENT PUBLIC RECORDS OF MIAMI COUNTY; THENCE NORTH 51° 47' 00" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 111.25 FEET; THENCE SOUTH 38° 53' 00" EAST ALONG THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6777, PAGE 2208 OF SAID PUBLIC RECORDS, A DISTANCE OF 78.30 FEET; THENCE SOUTH 51° 47' 00" WEST, A DISTANCE OF 114.89 FEET; THENCE SOUTH 70° 38' 48" WEST, A DISTANCE OF 22.75 FEET TO THE POINT OF BEGINNING.

ML7197-00064

EXHIBIT "D"

OFFICIAL RECORDS

SAN JOSE BOULEVARD



THE FOLLOWING IS A SUMMARY OF THE INFORMATION CONTAINED IN THE ABOVE DESCRIBED DOCUMENTS. THE INFORMATION IS BASED ON THE CONTENTS OF THE DOCUMENTS AND IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE INFORMATION IS PROVIDED FOR YOUR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

SEARCHED	INDEXED
SERIALIZED	FILED
APR 19 1964	
FBI - SAN JOSE	

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OFFICIAL RECORDS

EXHIBIT "E"

A PART OF LOT 6, DATES AND MARTINE SUBDIVISION AS RECORDED IN PLAT BOOK B, PAGE 38 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND ALSO BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6779, PAGE 2208 OF THE SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAN JOSE BOULEVARD AS NOW ESTABLISHED AS A 100 FOOT RIGHT-OF-WAY WITH THE FORMERLY RIGHT-OF-WAY LINE OF BIRCH LAKE AS NOW ESTABLISHED AS A 20 FOOT RIGHT-OF-WAY, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 19° 21' 15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19° 21' 15" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 70° 38' 45" EAST, A DISTANCE OF 12.50 FEET; THENCE SOUTH 19° 21' 15" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 70° 38' 45" WEST, A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING.

OFFICIAL RECORD

EXHIBIT "F"

A PART OF LOTS 6 AND 7, BATES AND MARTINE SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 35 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAN JUNE BOULEVARD AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY WITH THE NORTHERLY RIGHT OF WAY LINE OF WHIRL LAKE AS NOW ESTABLISHED AS A 20 FOOT RIGHT OF WAY, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 51° 47' 00" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 184.70 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8979, PAGE 2208 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 38° 53' 00" WEST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 71.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 38° 53' 00" WEST CONTINUING ALONG SAID LINE, A DISTANCE OF 51.20 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 51° 47' 00" WEST, A DISTANCE OF 4.50 FEET; THENCE SOUTH 38° 53' 00" EAST, A DISTANCE OF 51.20 FEET; THENCE NORTH 51° 47' 00" EAST, A DISTANCE OF 4.50 FEET TO THE POINT OF BEGINNING.

FILED AND RECORDED  
IN PUBLIC RECORDS  
OF DUVAL COUNTY FLA

CLERK OF CIRCUIT COURT

RECORD VERIFIED

APR 10 1912

EASEMENT AND DEDICATION

5851 2017  
OFFICIAL RECORDS

THIS EASEMENT AND DEDICATION made this 6th day of September, 1984, by John R. Forbes and Ellis E. Neder, Jr., Grantors, whose mailing address is 1001 Blackstone Building, Jacksonville, Florida.

W I T N E S S E T H:

WHEREAS, Grantors are the fee simple owners of three parcels of real property located in Duval County, Florida, which property is specifically described in Exhibit "A" attached hereto and which is hereinafter referred to individually as Parcels A, B, and C and together as the Property; and

WHEREAS, the Property is currently being developed as an office complex and residential condominium project to be known as "Georgetown" and deed Parcels A and C to the Condominium Association for purposes of zoning; and

WHEREAS, Grantors desire to dedicate Parcel C of the Property for use as a driveway, parking lot and means of ingress and egress for the benefit of the adjoining Parcel A and to preserve all rights of access over Parcel C for the benefit of owners of Parcels B and C.

NOW THEREFORE, in consideration of the benefit to the Property to be derived from the use of Parcel C as above described, and for other good and valuable considerations, Grantors do hereby grant and dedicate a right of way and easement over Parcel C of the Property, together with the right, privilege and authority to construct, maintain, and use thereon a driveway and parking lot, and the right of ingress and egress over and on parcel C so as to fully effect the purposes of this Easement and Dedication.

This Easement and Dedication is perpetual and is created for the use and benefit of Parcel A and shall be deemed a covenant to run with the land.

IN WITNESS WHEREOF, Grantors have executed this Easement and Dedication on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Leresa W. Dinkley

John R. Forbes  
John R. Forbes

Pamela H. Allen

Stephen L. Ewell

Ellis E. Neder, Jr.  
Ellis E. Neder, Jr.

Robert L. Howard

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th  
day of September, 1984, by John R. Forbes.

Janet A. Allen  
Notary Public, County and State aforesaid

My Commission expires:

Notary Public, State of Florida  
My Commission Expires May 14, 1988  
Bonded by Western Surety Company

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th  
day of August, 1984, by Ellis E. Neder, Jr.

John A. Scheldorf  
Notary Public, County and State aforesaid

My Commission expires:

Notary Public, State of Florida  
My Commission Expires Jan. 18, 1988

LEGAL DESCRIPTION

PARCEL "A"

Part of Lot 6 and part of the Southeasterly 15 feet of Bates & Martin's Subdivision according to plat thereof recorded in Plat Book 8, page 35, of the public records of Duval County, Florida, more particularly described as follows: for point of reference, commence at the Southerly most corner of said Lot Six; thence along the Southeasterly line of said Lot 6 run North 51°47' East, 154.7 feet; thence run North 38°53' West, 40.0 feet to the point of beginning. From the point thus described continue North 38°53' West, 83.06 feet; thence run South 51°48'01" West, 111.22 feet to the Easterly line of San Jose Boulevard; thence South 10°21'15" East along said Easterly line, 79.07 feet; thence run North 70°38'45" East, 25.56 feet; thence run North 51°47' East, 113.56 feet to the point of beginning.

PARCEL "B"

A part of the Southwesterly Fifteen(15) feet of Lot Seven(7), and a part of Lot six (6), Bates & Martin's Subdivision according to the plat thereof recorded in Plat Book 8, page 35, of the public records of Duval County, Florida, more particularly described as: Commence at the Southerly most corner of Lot Six, then North 51°47', East 154.7 feet to the point of beginning; then continue North 51°47' East 203.0 feet along the Southeasterly line of said Lot 6; thence North 38°53' West 123.0 Feet; thence South 51°48'01" West 203.2 feet to a point; thence South 38°53' East 123.06 feet to the point of beginning.

PARCEL "C"

Part of Lot 6, Bates & Martin's Subdivision according to the plat thereof recorded in Plat Book 8, page 35, of the public records of Duval County, Florida, more particularly described as: Begin at the Southerly most corner of Lot 6; thence North 51°47' East 154.7 feet along the Southeasterly line of said Lot 6; thence North 38°53' West 40.0 feet thence South 51°47' West 113.56 feet; thence South 70°38'45" West, 25.56 feet to the Easterly line of San Jose Boulevard; thence South 10°21'15" East along the Easterly line of said San Jose Boulevard 51.0 feet to the point of beginning.

84- 83832  
SEP 11 12 41 PM '84

FILED AND RECORDED IN PUBLIC  
RECORDS OF DUVAL COUNTY, FLA.  
*[Signature]*  
CLERK OF CIRCUIT COURT

EXHIBIT "A"