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**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**MARINA HOMES AT VILLAGES OF VILANO,**  
**A Condominium**

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**THIS INSTRUMENT WAS PREPARED BY:**  
**KATHERINE G. JONES**  
**UPCHURCH, BAILEY AND UPCHURCH, P.A.**  
**780 N. PONCE de LEON BOULEVARD**  
**Post Office Drawer 3007**  
**St. Augustine, Florida 32085-3007**

**EXHIBITS TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
MARINA HOMES AT VILLAGES OF VILANO,  
A Condominium**

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Exhibit "A"	Legal Description of Property Submitted to Condominium Ownership
Exhibit "B"	Declaration of Covenants and Restrictions for Villages of Vilano
Exhibit "C"	Identifications of Units
Exhibit "D"	Model "A" Floor Plan
Exhibit "E"	Model "B" Floor Plan
Exhibit "F"	Model "C" Floor Plan
Exhibit "G"	Boundary Survey
Exhibit "H"	Plot Plan
Exhibit "I"	Site Plan Survey for Villages of Vilano Recreation Center
Exhibit "J"	Articles of Incorporation of Marina Homes at Villages of Vilano Condominium Association, Inc.
Exhibit "K"	By-Laws of Marina Homes at Villages of Vilano Condominium Association, Inc.
Exhibit "L"	1995 Calendar Year Operating Budget for Villages of Vilano Master Association
Exhibit "M"	1995 Calendar Year Operating Budgets for Marina Homes at Villages of Vilano
Exhibit "N"	Surveyor's Certificate
Exhibit "O"	Consent of Mortgagee

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR

MARINA HOMES AT VILLAGES OF VILANO,  
A Condominium

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**DECLARATION OF CONDOMINIUM     O.R. 1150   PG 1333**  
**OF**  
**MARINA HOMES AT VILLAGES OF VILANO,**  
**A CONDOMINIUM**

**THIS DECLARATION OF CONDOMINIUM** made and executed this 13th day of December, 1995, by VILANO VENTURE, INC., a Florida corporation, as owner of the real property hereinafter described and developer of the improvements thereon (hereinafter called the ("Developer")), for itself, its successors, grantees, assignees and/or their transferees.

**WHEREAS**, said Developer, as owner, makes the following declaration:

**1.     PURPOSE.**

The purpose of this Declaration is to submit the lands described in this instrument and improvements thereon to the condominium form of ownership and use as provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use. The provisions of the Condominium Act are hereby adopted and shall govern the condominium and the rights, duties, and responsibilities of Unit Owners except where permissive variances appear in the Declaration, Bylaws, or Articles of Incorporation of Marina Homes at Villages of Vilano Condominium Association, Inc.

**1.1** The name by which this condominium is to be identified is MARINA HOMES AT VILLAGES OF VILANO, a Condominium.

**1.2** The address of this condominium is 3655 Coastal Highway, St. Augustine, Florida.

**1.3** The lands owned by the Developer, which by

this instrument are submitted to the condominium form of ownership, are those certain lands lying in St. Johns County, Florida, as described in Exhibit "A" attached hereto and made a part hereof, which shall hereinafter be referred to as "the Land". The Land shall be subject to conditions, restrictions, limitations, easements and reservations of record.

1.4 All provisions of this Declaration shall be construed to be perpetual covenants running with the Land and every part thereof and interest therein, and every condominium parcel owner and claimant of the Land, or any part thereof or interest therein, his heirs, personal representatives, successors and assigns, shall be bound by all of the provisions of said Declaration, unless same shall be terminated pursuant to the Condominium Act or as provided herein. Both the burdens imposed and the benefits of this Declaration shall run with each Condominium Parcel as herein defined.

## 2. DEFINITIONS.

The terms used in this Declaration and in the Articles of Incorporation, the By-Laws, and Rules and Regulations of the MARINA HOMES AT VILLAGES OF VILANO CONDOMINIUM ASSOCIATION, INC., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires.

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

2.2 "Association" means the corporate entity responsible for the operation of the condominium.

2.3 "Board of Administration" means the board of directors or other representative body responsible for

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

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

2.6 "Common Elements" includes within its meaning the following:

2.6.1 The condominium property which is not included within the Units.

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

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

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

2.6.5 Easements for maintenance of Common Elements.

2.7 "Common Expenses" means all expenses and assessments properly incurred by the Association for the condominium.

2.8 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the condominium, including, but not limited to, assessments,

rents, profits, and revenues on account of the Common Elements, over Common Expenses.

2.9 "Condominium" or "the Condominium" means the MARINA HOMES AT VILLAGES OF VILANO, a Condominium.

2.10 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

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

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

2.13 "Declaration of Covenants and Restrictions for Villages of Vilano" attached hereto as Exhibit "B" means the Declaration of Covenants and Restrictions for Villages of Vilano recorded in the public records of St. Johns County, Florida, as amended from time to time.

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

2.15 "Institutional Mortgagee" is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust,

federal or state agency, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Developer.

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

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

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

2.19 "Operation" or "Operation of the Condominium" includes the administration and management of the Condominium Property.

2.20 "Unit" or "Units" means the part of the Condominium Property which is subject to exclusive ownership. A Unit shall include one double garage.

2.21 "Unit Owner" or "Owner of a Unit" means the owner of a Condominium Parcel.

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



**3. DEVELOPMENT PLANS.**

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**3.1 Improvements.**

The Developer shall construct a maximum of twenty-four (24) Units and double garages on the Land. The Units and garages shall be identified as shown on Exhibit "C".

**3.2 Combined Units.**

Where more than one (1) unit has been acquired by the same Owner or the Developer and combined into a single unit, the Unit plans as described in Exhibits "D", "E" and "F" may not reflect the interior plans of the combined Units, but the exterior boundaries of the combined Units shall remain the same. Should any Units be combined, combined Units shall exist as separate Units as described in this Declaration for the purpose of applying the provisions of this Declaration and all exhibits attached hereto. Such combination of Units as set forth in this paragraph shall not require an amendment to the Declaration.

**3.3 Survey and Site Plan.**

A survey and site plan of the Lands comprising the Condominium identifying and locating the Units, Common Elements, and improvements thereon are attached hereto as Exhibit "G" and "H". The survey and site plan meet the minimum technical standards set forth by the Board of Professional Land Surveyors as required by the Condominium Act.

**3.4 Unit Plans.**

The development plans of the Condominium, which contain a survey, plot plan, floor plans, the accompanying legends and notes, and the identifying letters, locations, and dimensions of the Units and garages, are attached hereto as Exhibits "D", "E" and "F" and by reference made a part

hereof. The legal description of each Unit shall consist of the identifying number and letter of such Unit and garage as shown on Exhibit "C". Every Deed, Lease, Mortgage or other instrument shall legally describe a Unit or Condominium Parcel by its identifying letter as provided on the attached Exhibit "C" and each and every description shall be deemed good and sufficient for all purposes.

### 3.5 Modification

Notwithstanding anything to the contrary contained in the Declaration, the Developer reserves the right to change the interior designs and arrangement of all Units provided that no change shall increase the number of Units nor alter the boundaries of the Common Elements. If the Developer shall make any such changes in Units, they shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of the Units, and said amendment shall be executed and acknowledged by the Developer, the record owners of the affected Units, and the record owners of all liens on the affected Units and shall be approved by a majority vote of the total voting interests of the Association. The survey shall be certified in the manner required by the Condominium Act. If more than one Unit is affected by such alteration, the Developer shall not apportion between the Units the shares in the Common Elements, Common Expenses, and Common Surplus, and such shares of Common Elements, Common Expenses, and Common Surplus shall remain unchanged in the amendment of this Declaration unless all Unit Owners approve the amendment changing the shares.

## 4. UNIT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS.

### 4.1 Unit Boundaries.

The boundaries of each unit and garage shall be as

follows:

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**4.1.1 Upper and Lower Boundaries.**

The upper and lower boundaries of the units and garages shall be the following boundaries extended to an intersection with the perimetrical boundaries:

**4.1.1(a) Upper Boundary** shall be the horizontal plane of the undecorated, finished ceiling.

**4.1.1(b) Lower Boundary** shall be the horizontal plane of the undecorated, finished floor.

**4.1.2 Perimetrical Boundaries.**

The perimetrical boundaries of the unit and garage shall be the vertical plane of the undecorated or unfinished inner surfaces of the walls bounding the unit and garage, extended to intersections with each other and with the upper and lower boundaries.

Where a wall separating two adjacent Units has been removed pursuant to Section 3.2, the Units shall exist as separate Units for the purpose of applying this Declaration as if the interior dividing wall had not been removed. Notwithstanding the foregoing, the perimetrical boundaries of such combined Units shall be the vertical plane of the undecorated or unfinished inner surfaces of the walls bounding the combined Units, extended to intersections with each other and with the upper and lower boundaries.

**4.1.3 Boundaries - Further Defined.**

The boundaries of the Unit and garage shall

not include:

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4.1.3(a) All of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls;

4.1.3(b) Those surfaces above the undecorated finished ceilings of each unit and garage; and

4.1.3(c) Those surfaces below the undecorated finished floor of each unit and garage;

and shall exclude all pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other units, garages, or for the Common Elements.

#### 4.1.4 Balconies and Patios.

The balconies and patios shown on Exhibits "D", "E" and "F" shall be Limited Common Elements for the exclusive use of the Owner of the appurtenant Unit. The boundaries of the balconies and patios shall be as follows: All lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be railing, then the Units shall include the railing and the boundary shall be the exterior surface of the railing. Maintenance of the finished floor of the balcony or patio shall be borne by the Unit Owner to which the balcony or patio is appurtenant. No Unit Owner shall paint or otherwise decorate or change the appearance of any portion of the Condominium Building or Property.

#### 4.2 Common Elements.

The Common Elements of the Condominium consist of

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

#### **4.3 Limited Common Elements.**

The Limited Common Elements are as shown on the unit and site plans and as described in Sections 4.1.4 and 8.1.2(a). These Limited Common Elements are reserved for the use of the Units appurtenant thereto, to the exclusion of other Units. There shall pass with a Unit, as an appurtenance thereto, the exclusive right to use the Limited Common Elements so appurtenant.

### **5. OWNERSHIP.**

#### **5.1 Type of Ownership.**

Ownership of each Condominium Parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

#### **5.2 Association Membership.**

The Owners of record of Units shall be members of the Association as more fully set forth in Section 12.

#### **5.3 Unit Owner's Rights.**

The Owner of a Unit is entitled to the exclusive possession of his Unit. The space within any of the Units shall not be further subdivided. The Unit Owner shall be

entitled to use the Common Elements and Limited Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of Owners of other Units. There shall be a joint use of the Common Elements, and a joint mutual easement for that purpose is hereby created. Each Unit Owner shall take title to his Condominium Parcel subject to the non-exclusive easements specified in Section 11 and to a non-exclusive easement reserved by the Developer over and across the Common Elements for ingress and egress, drainage, and installation of utilities.

#### 5.4 Register of Owners

The Association shall at all times maintain a register setting forth the names of all Owners of Units and all holders, insurers, and guarantors of mortgages on Units who have notified the Association in writing of their names and addresses.

#### 5.5 Time Share Prohibited.

There are no time share estates created by this Condominium nor will any be created in this Condominium.

### 6. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

The fee title to each Condominium Parcel shall include both the Condominium Unit and an undivided interest in the Common Elements; said undivided interest in the Common Elements is deemed to be conveyed or encumbered with its entire respective Condominium Unit, even though the description in the instrument of conveyance may refer only to the fee title to the Condominium Unit or a portion of the space within a Unit. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. Any attempt to separate or any

action to partition the fee title to a Condominium Unit from the undivided interest in the Common Elements appurtenant to such Unit shall be null and void.

**7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS.**

Each Unit Owner shall own an undivided one-twenty-fourth (1/24th) share in the Common Elements of the Condominium.

**8. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS.**

Responsibility for the maintenance of the Condominium Property and restrictions upon its alterations and improvements shall be as follows:

**8.1 Units.**

**8.1.1 By the Association.**

The Association shall maintain, repair, and replace at the Association's expense:

8.1.1(a) All portions of the condominium building contributing to the support of the building, which portions include, but are not limited to, the outside walls of the building and all fixtures on its exterior; those portions of boundary walls not a part of a Unit; floor and ceiling slabs; load-bearing columns; and load-bearing walls.

8.1.1(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the Common Elements or portions of a Unit maintained by the Association and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained excepting those items required to be maintained by the Unit Owner in Section 8.1.2.

All incidental damage caused to a Unit by the work described in this Subsection 8.9.1 shall be repaired promptly at the expense of the Association.

**8.1.2 By the Unit Owner.**

The Unit Owner shall maintain, repair, and replace at his expense:

**8.1.2(a)** His Unit, its equipment and appurtenances, including all windows and all exterior doors (including sliding glass doors); all air conditioning and heating equipment, fans, and other appliances and equipment (including pipes, wiring, ducts, fixtures and their connections required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his Unit) which now or may hereafter be situated in his Unit; and air conditioning equipment serving his Unit, even if such equipment is not located within his Unit; and the portions of any entry ways or patios or balconies appurtenant to his Unit as set forth in Section 4.1.4; all of which items shall be considered Limited Common Elements and not Common Elements to be maintained by the Association.

**8.1.2(b)** Any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such Owner may desire to place and maintain in his Unit.

**8.1.2(c)** Plumbing and electrical fixtures and equipment located within a Unit and exclusively servicing a Unit.

The Owner shall promptly perform all



maintenance and repair work within the Unit which, if omitted, would affect the Condominium or any part thereof and shall be expressly responsible for the damages and liability resulting from his failure to do so. The Owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

### **8.2 Common Elements.**

The maintenance and operation of the Common Elements, including the repair, maintenance, and replacement of landscaping and other improvements and facilities and painting and cleaning all exterior portions of the building shall be the responsibility of the Association as a Common Expense.

The Condominium Association shall determine the exterior color scheme of all buildings in the Condominium and shall be responsible for the maintenance thereof. Any change to the exterior color scheme must also be approved by the Master Association. No Owner shall paint an exterior wall, door, window, patio, or other exterior surface at any time without the written consent of the Condominium and Master Associations.

### **8.3 Alteration and Improvement.**

Except as elsewhere reserved to the Developer, neither a Unit Owner nor the Association shall make any additions or alterations to or remove any portion of a Unit that are to be maintained by the Association, or do anything that would jeopardize the safety or soundness of the building or impair any easement without obtaining the written approval of the Owners of all Units in the building, the Board of Administration and, unless all of the Units held by Developer for sale in the normal course of business have been sold and closed, the Developer. A Unit Owner may not paint or

otherwise decorate or change the appearance of any portion of the exterior of the Condominium building or Property.

After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements other than routine items of maintenance without prior approval in writing by a majority of the members of the Association. Any such alteration or improvement shall not interfere with the rights of any Unit Owner without his consent. The cost of any such alteration or improvement shall be assessed as a Common Expense.

#### **8.4 Land Acquisition.**

Land acquired by the Association may be added to the land submitted to condominium ownership hereby. This may be done by an amendment to this Declaration that includes a description of the acquired land and which submits the land to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. Such amendment, when recorded in the public records of St. Johns County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests title in the Unit Owners without naming them and without further conveyance in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

#### **8.5 Land Not Incorporated.**

Any land acquired by the Association that is not incorporated into the Land by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association.

**8.6 Personal Property.**

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Any personal property acquired by the Association may be sold, mortgaged, or otherwise disposed of by the Association.

**8.7 Enforcement of Maintenance.**

The Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to Unit or Units.

In the event the Owner of a Unit fails to maintain a Unit as required by this Declaration or makes any structural addition or alteration without the required written consent, the Association or an Owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association shall also have the right to charge the Owner the necessary sums to put the improvements within the Unit in good condition and repair or to remove any unauthorized structural addition or alteration.

In the event a Unit Owner violates any of the provisions of this section, the Association shall have the right to take any and all such steps as may be necessary to remedy such violation including, but not limited to, entering the subject Unit with or without the consent of the Unit Owner and repairing or maintaining any item requiring same. Such Unit Owner shall be responsible for all expenses incurred in remedying a violation of this section.

**8.8 Casualty Loss.**

Where loss, damage, or destruction is sustained by

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

#### **8.9 Maintenance Contracts.**

The Board of Administration may enter into a contract with any firm, person, or corporation for the maintenance and repair of the Condominium Property and may join other condominium associations in any such contracts.

#### **9. USE OF CONDOMINIUM PROPERTY.**

The use of the Condominium Property shall be in accordance with the following provisions:

##### **9.1 Units.**

###### **9.1.1 Occupancy.**

Each of the Units shall be occupied only by the Owner or Owners, and their immediate family members, guests, and invitees. Each three-bedroom, two-bath Unit is hereby restricted to no more than six (6) occupants. Each two-bedroom, two-bath Unit is hereby restricted to no more than four (4) occupants.

###### **9.1.2 Rental.**

The Unit may be rented, provided the occupancy is only by one (1) lessee and members of his immediate family and guests. No Unit may be rented more than two (2) times during any one calendar year. Each rental period must be a minimum of thirty (30) days in duration. The tenant shall have all use rights in the Condominium Property and those Common Elements otherwise readily available for use generally by Unit Owners and the Unit Owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in this subsection shall interfere with the access rights of the Unit Owner as landlord set forth in Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage of Condominium Property and Common Elements by a Unit Owner and his lessee. No rooms may be rented and no transient tenants may be accommodated. No lease of a Unit shall release or discharge the Owner thereof of compliance with this Section or any of his other duties as a Unit Owner. Time sharing of Units is prohibited. Ownership of a Unit on a monthly or weekly time sharing program is prohibited. Subleasing of Units is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association.

#### 9.1.3 Nuisances.

No nuisances nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents shall be allowed to be committed or maintained on the Condominium Property. 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 any fire hazard allowed to exist.

**9.1.4 Immoral Conduct.**

No immoral, improper, or offensive use shall be made of the Condominium Property or any part thereof, and all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction of the Condominium Property shall be observed.

**9.1.5 Rules and Regulations.**

Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners upon request.

**9.1.6 Entry by Association.**

The Association may enter any Unit in accordance with Sections 9.7 and 9.8 of this Declaration.

**9.1.7 Signage.**

No signs, advertisements, or notices of any type shall be displayed from a Unit or on Common Elements and no exterior antennas and aerials or other devices for radio or television transmissions shall be erected on the Common Property or the exterior of any Unit. This subsection shall not apply to the Developer.

**9.1.8 Walkways.**

An Owner shall not place or cause to be placed

in the walkways or in or on any other Common Areas, facilities, or Common Elements, including stairs or stairwells, any furniture, packages, or objects of any kind. Such areas shall be used for no other reason than for normal transit through them.

#### **9.1.9 Balconies.**

It is prohibited to hang garments, towels, rugs, or other items from windows, patios, balconies, or from any of the facades of the buildings. It is prohibited to dust rugs, from windows, patios, or balconies or to clean rugs, by beating on the exterior of the building.

#### **9.1.10 Parking.**

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

#### **9.1.11 Use by Developer.**

Neither other Unit Owners nor the Association

shall interfere in any manner whatsoever with the sale by the Developer of its remaining Units. The Developer may make such use of the unsold Units and Common Elements as may facilitate its sales, including, but not limited to, maintenance of a sales office, model Units, the showing of the property, the display of signs, and the rental of such unsold Units.

**9.1.12 Pets.**

No more than two (2) pets shall be allowed to be kept in any Unit. The weight of any pet may not exceed thirty-five (35) pounds. No pet shall be allowed that is dangerous or a nuisance to other Unit Owners. All pets must be kept on a leash while outside the Owner's Unit. Each pet owner shall be responsible for cleaning up after his pet in the Common Areas.

**9.1.13 Patios and Balconies.**

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

**9.1.14 Lighting.**

No external lighting shall be installed on the Common Property or any Unit without the prior approval



of the Board of Administration. No lighting shall be installed which alters the residential character of the Condominium.

#### **9.1.15 Alterations.**

No Owner of a Unit shall make any structural modifications or alterations to the Unit. No Owner shall cause any improvements or changes to be made on or to the exterior of the Condominium buildings, including painting or other decoration or the installation of awnings, shutters, electrical wiring, air conditioning units, or other items which might protrude through or be attached to the walls of the Condominium building. No Owner shall in any manner change the appearance of any portion of the Condominium building not wholly within the boundaries of his Unit. The Association will permit the installation of storm shutters or permanent enclosures by individual Owners provided the shutters or glass enclosures comply with the specifications adopted by the Board of Administration and further provided that the Unit Owner obtains the written approval of the Board of Administration prior to the installation of such storm shutters or glass enclosures.

#### **9.2 Common Elements and Limited Common Elements.**

The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended.

#### **9.3 Nuisances.**

No nuisance shall be allowed on the Condominium Property nor shall any use or practice which is the source of annoyance to Unit Owners or which interferes with the peaceful possession and residential use of the property by

its Owners be permitted. All parts of the Condominium Property shall be kept in clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Condominium Property.

#### 9.4 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 party having responsibility for the maintenance and repair of any portion of the Condominium Property shall also be responsible for meeting the requirements of governmental bodies applicable to the maintenance, modification, or repair of that portion of the Condominium Property.

#### 9.5 Additions, Alterations, or Improvements by Association.

Whenever in the judgment of the Board of Administration the Condominium Property shall require additions, alterations, or improvements (in addition to the usual items of maintenance), and the making of such additions, alterations, or improvements shall have been approved in writing by a majority of the Unit Owners and the Developer (if the Developer holds one or more Units for sale in the ordinary course of business), the Board of Administration shall proceed with such additions, alterations, or improvements and shall specially assess all Unit Owners for the cost thereof as a Common Expense. The acquisition of property by the Association and material alterations or substantial additions to such property or the

Common Elements by the Association shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units.

**9.6 Developer's Use of Condominium Property.**

Until the Developer has completed all of the contemplated improvements and closed the sales of all of the Units of this Condominium, neither the Unit owners nor the Association, nor the use of the Condominium Property by any person or entity, shall interfere with the completion of all contemplated improvements and the sales of all Units. The Developer may make such use of the unsold Units and Common Areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

**9.7 Right of Entry into Unit in Emergencies.**

In case of an emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Association shall have an immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency. To facilitate entry in the event of any such emergency, the Association may require the Owner of each Unit to provide the Association with a key to such Unit.

**9.8 Right of Entry for Maintenance of Common Property.**

Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, or repair to any portion of the Condominium Property, the Owner of each Unit shall permit an agent of the Association to enter such Unit for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

The recreational facilities serving the Condominium consist of an indoor swimming pool, a community facilities room, a sauna, a hot tub, a weight room, a locker room, two (2) tennis courts, two (2) racquetball courts, an outdoor pool, a pedestrian walkover, a recreational vehicle parking area, and a beach cabana, all as shown on Exhibit "I", and a boat ramp, which will be located adjacent to the easement for egress and ingress shown on Exhibits "G" and "H". The boat ramp and the land underlying the easement, together with the recreational facilities shown on Exhibit "I", are owned by the Master Homeowners' Association and reserved for the use and enjoyment of all Owners of Lots and Units within the Villages of Vilano Planned Unit Development. Every Owner of a Unit in the Condominium shall have the right to utilize in common with other members of the Master Association these recreational facilities in accordance with the Declaration of Covenants and Restrictions for Villages of Vilano and any and all rules and regulations promulgated by the Board of Directors of such Association and the Declaration of Covenants and Restrictions attached hereto as Exhibit "B".

**11. EASEMENTS.**

Each of the following easements is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and united use and purpose, and shall survive the termination of the Condominium and the exclusion of any Lands from the Condominium:

**11.1 Utilities.**

As may be required for utility services in order to adequately serve the Condominium Property; provided, however,

easements through a Unit shall be only according to the plans and specifications for the building or as the building is actually constructed unless approved, in writing, by the Unit Owner.

#### **11.2 Pedestrian and Vehicular Traffic.**

For pedestrian traffic over, through, and across sidewalks, paths, lanes and walks, and for vehicular traffic over and across all parking areas, streets, and rights of way serving Units of the Condominium and Villages of Vilano Planned Unit Development and providing access to streets and other public ways of St. Johns County as the same may from time to time exist.

#### **11.3 Support.**

Of support for the benefit of all other Units and Common Elements in the building. Such easement shall burden every portion of a Unit contributing to the support of the Condominium Building or an adjacent Unit.

#### **11.4 Perpetual Non-Exclusive Easement in Common Elements.**

Over the Common Elements in favor of all of the Owners of Units in the Condominium for their use and the use of their guests for all proper and normal purposes, and for the furnishing of services and facilities for the enjoyment of said Owners. Such easement shall be perpetual and non-exclusive.

#### **11.5 Easement for Unintentional and Non-Negligent Encroachment.**

In the event that any Unit shall encroach upon any of the Common Elements for any reason not caused by purposeful or negligent act of the Unit Owner or his agent, then an easement appurtenant to such Unit shall exist for the

continuance of such encroachment into the Common Elements for so long as such encroachment shall naturally exist. In the event that any portion of the Common Elements shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Elements into any Unit for so long as such encroachment shall naturally exist.

#### **11.6 Air Space.**

For the exclusive use of the air space occupied by a Condominium Unit as it exists at any particular time and as the Unit may lawfully be altered.

#### **11.7 Easements for Encroachments.**

For encroachments by the perimeter walls, ceilings, and floor surrounding each Unit.

#### **11.8 Easement for Overhangs.**

For overhanging troughs, gutters, or downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Condominium Units or any of them.

#### **11.9 Easement for Air Space of Common Elements.**

An exclusive easement for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereto situated in or on Common Elements of the Condominium but exclusively serving an individually owned Unit as the same exists in and on the land. This 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, however, that the removal of same for repair or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

**11.10 Easement Over Roads in Villages of Vilano.**

A non-exclusive easement for ingress and egress over the roadways and rights of way serving the Condominium Property and other properties within Villages of Vilano and providing access to the public ways in favor of the Owners of Units in Villages of Vilano Planned Unit Development as set forth in the Declaration of Covenants and Restrictions for Villages of Vilano attached as Exhibit "B".

**12. ASSOCIATION.**

In order to provide for the proficient and effective administration of this Condominium by the Owners of Units, a non-profit corporation known and designated as MARINA HOMES AT VILLAGES OF VILANO CONDOMINIUM ASSOCIATION, INC., has been organized under the laws of the State of Florida. This corporation shall operate and manage this Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration of Condominium and the Association's By-Laws and Rules and Regulations as promulgated by the Association from time to time.

**12.1 Articles of Incorporation.**

A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "J".

**12.2 By-Laws.**

The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached hereto as Exhibit "K".

**12.3 Limitation Upon Liability of Association.**

Notwithstanding the duty of the Association to

maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

**12.4 Restraint Upon Assignment of Shares in Assets.**

The shares of members in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to a Unit.

**12.5 Membership.**

The Developer and all record Owners of all Units in this Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. There shall be one (1) membership for each Unit and, if there is more than one (1) record Owner per Unit, then such membership shall be divided among such Owners in the same manner and proportion as their ownership in the Unit. Membership shall be established by acquisition of Ownership of fee title to, or fee interest in, a Condominium Parcel, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of this Declaration, and by the recordation in the Public Records of St. Johns County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new Owner designated in such deed or other instrument shall thereupon become a member of the Association and the membership of the prior Owner as to the parcel designated shall be terminated.



On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit. Where a Unit is owned by the Association, no vote shall be allowed for such Unit. Where a Unit is owned by a corporation, partnership or other legal entity or by more than one (1) person, all the Owners thereof shall be collectively entitled to the vote assigned to such Unit and such Owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the Owners of such Unit until such authorization is changed in writing. The term "Owner" as used herein shall be deemed to include the Developer.

**12.7 Master Homeowners' Association.**

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

**12.8 Board of Administration.****12.8.1 Qualifications.**

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

**12.8.2 Election.**

The Owners shall place members on the Board of Administration in accordance with the following schedule:

**12.8.2(a)**

When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units, the Unit Owners shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration.

**12.8.2(b)**

Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration on the earlier of:

(1) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

(ii) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(iii) When all of the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(iv) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(v) Seven years after recordation of the Declaration of Condominium.

#### 12.8.2(c)

The Developer is entitled to elect at least one member of the Board of Administration as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

### 13. INSURANCE.

The insurance which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of Unit Owners.

### 13.2 Insurance Trustee.

The Association may name as an insured, on behalf of the Association, the Association's authorized representative (the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform other functions as are necessary to accomplish this purpose.

Each Unit Owner, by acceptance of a deed conveying a Unit in the Condominium, hereby appoints the Association or any insurance trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintaining such insurance, collecting and disposing of the proceeds thereof, negotiating losses and executing releases of liability, executing all documentation, and the performance of all other acts necessary to accomplish such purpose.

### 13.3

#### Coverage.

#### 13.3.1 Casualty.

All buildings and improvements upon the Land, including Units and all personal property of the Association included in the Condominium Property, are to be insured in an amount equal to the maximum insurable replacement value, excluding land, foundation and excavation costs, as determined annually by the Board of Administration, and all such insurance must be

obtained, if possible, from the same company. Such coverage shall, at a minimum, provide protection against:

13.3.1(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

13.3.1(b) Flood disaster insurance, if the condominium property is located in an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP). Such policy shall, at minimum, provide coverage in an amount equal to the lesser of

13.3.1 (b) (i) the maximum coverage available under the NFIP for all buildings and other insurable property within the Condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; or

13.3.1 (b) (ii) one hundred percent (100%) of the current "replacement cost" of all such buildings and other insurable property within such area.

Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administration.

13.3.1(c) Such other risks as from time to time shall be customarily covered with respect

to condominiums similar in construction, location and use, including, but not limited to, vandalism and malicious mischief and all perils normally covered by the "all-risk" endorsement.

**13.3.1(d)** In the event the Condominium contains a steam boiler, loss or damage resulting from steam boiler equipment accidents in an amount not less than \$100,000 per accident per location (or such greater amount as deemed prudent based upon the nature of the property).

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

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

#### **13.3.2 Public Liability.**

The Association shall maintain comprehensive general liability insurance coverage covering all of the Common Elements, commercial space owned or leased by the Association, if any, and public ways of the Condominium. Coverage limits shall be at least \$1,000,000.00 for

bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies shall provide that they may not be cancelled or substantially modified by any party without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage on any Unit in the Condominium which is listed as a scheduled holder of a first mortgage in the insurance policy.

#### **13.3.3 Workers' Compensation.**

As shall be required to meet the requirements of law.

#### **13.3.4 Fidelity Bonds.**

Blanket fidelity bonds shall be maintained by the Association for all officers, Directors, and employees of the Association and all other persons who control or disburse funds of the Association. If a management agent has the responsibility for controlling or disbursing funds of the Association, the management agent shall maintain, at its own expense, fidelity bond coverage for its officer, employees, and agents who control or disburse funds of the Association. Such fidelity bonds shall name the Association as an obligee and the Association shall bear the cost of such bonding, except the cost of bonds maintained by a management agent, as a Common Expense. The principal amount of such bond shall be \$10,000 for each such person if the

Association's annual gross receipts do not exceed \$100,000; \$30,000 for each such person if the Association's annual gross receipts exceed \$100,000 but do not exceed \$300,000; or \$50,000 if the Association's annual gross receipts exceed \$300,000. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar defenses. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association, insurance trustee and the Federal National Mortgage Association, if applicable.

#### **13.3.5 Association Insurance.**

The Association shall maintain such other insurance as the Board of Administration, in its discretion, may determine from time to time to be in the best interest of the Association and the Unit Owners, including Directors' Liability Insurance or other insurance that an Institutional Mortgagee may reasonably require.

#### **13.4 Premiums.**

Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be deemed a Common Expense.

#### **13.5 Proceeds.**

All insurance policies purchased by the Association shall be for the benefit of the Association and Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association or to the Insurance Trustee



designated by the Association as provided herein.

**13.5.1 Common Elements.**

O.R. 1150 PG 1370

Proceeds on account of Common Elements shall be held in as many undivided shares as there are Units in each building, the shares of each Unit Owner being the same as his share in the Common Elements, as same are hereinabove stated.

**13.5.2 Units.**

Proceeds on account of Units shall be held in the following undivided shares:

**13.5.2(a) Partial Destruction.**

When the building is to be restored, for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

**13.5.2(b) Total Destruction.**

When the building is not to be restored, for the Owners of all Units in the damaged building in proportion to their share of the Common Elements appurtenant to their Unit.

**13.6 Association as Agent.**

The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

**13.7 Unit Owner's Obligations.**

Each Unit Owner shall, at his expense, purchase public liability insurance to protect himself against claims due to accidents within his Unit and casualty insurance on the floor coverings, wall coverings, ceiling coverings, and

contents of said Unit.

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All such insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is in excess over the amount recoverable under any other policy covering the same loss without rights of subrogation against the Association.

### **13.8 Qualifications of Insurance Carrier.**

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

### **13.9 Escrow for Insurance Premiums.**

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

Should the Association fail to pay such premiums when due, or should the Association fail to comply with other

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

If two (2) or more Institutional Mortgagees hold any mortgage or mortgages upon any Condominium Parcel, and/or shall be the Owner of any Condominium Parcel or Condominium Parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Parcel, and the decision of such Institutional Mortgagee shall be controlling.

**14. CONDEMNATION AND TOTAL OR PARTIAL LOSS OR DESTRUCTION.**

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

**14.1 Substantial Loss**

In the event any loss, damage, or destruction to the insured premises is substantial (as such term "substantial" is hereinafter defined), the Association shall appoint a trustee to act on behalf of the Unit Owners in carrying out the above functions in lieu of the Association. In the event of a taking or acquisition of part of all of the

Common Elements by a Condominium authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, to be held in trust for Unit Owners and their first mortgage holders as their interests may appear.

Substantial loss, damage, or destruction as the term is herein used shall mean any loss, damage, or destruction sustained to the insured improvements which would require an expenditure of sums in excess of fifty (50%) percent of the amount of coverage under the Association's casualty insurance policy or policies then existing in order to restore, repair, or reconstruct the loss, damage or destruction sustained.

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

#### **14.2 Less than Substantial Loss**

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage, or destruction is replaced, repaired, or restored with the Association's funds, the first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association; provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

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

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

Where physical damage has been sustained to the Condominium improvements and the insurance proceeds have not been paid into a construction loan fund as provided in this section, and where a restoration, repair, or reconstruction has not been commenced, an Institutional Mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering a Unit shall be entitled to receive that portion of the insurance proceeds apportioned to said Unit in the same share as the share in the Common Elements appurtenant to said Unit.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for payment of the costs thereof are insufficient, the Unit Owners who own the damaged Units may be charged for the cost of reconstruction and repair. In the case of damage to the Common Elements, all Unit Owners may be assessed in sufficient amounts to provide funds to pay the estimated costs. Charges for damage to Units shall be in proportion to the cost of reconstruction and repair of each Unit Owner's respective damaged Unit. Assessments on account of damage to the Common Elements shall be in proportion to the Owner's share in the Common Elements.

**15. COMMON EXPENSES, COMMON SURPLUS, AND ASSESSMENTS.**

The making and collecting of assessments against Unit Owners for Common Expenses shall be the obligation of the Board of Administration pursuant to the By-Laws and subject to the following provisions:

**15.1 Share of the Common Expenses and Common Surplus.**

The Common Expenses to be borne by each Unit Owner shall be a proportionate share of the total expenses and costs of the Association. Each Unit Owner shall be responsible for a portion of the Common Expenses and costs, and such share shall be in the percentage of the undivided share in the Common Elements appurtenant to said Unit as set forth in Section 7 above.

Any Common Surplus of the Association shall be owned by each of the Unit Owners in the same proportion as their percentage liability for Common Expenses.

The Board of Administration shall propose annual budgets, including a Common Expense budget, in advance for each fiscal year. These budgets shall contain estimates of the cost of performing the functions of the Association. The Common Expense shall include, without limitation, the estimated amounts necessary for maintenance and operation of Common Elements and Limited Common Elements, landscaping, streets and walkways, office expense, utility services, replacement reserves, casualty insurance, liability insurance, and administration salaries. The failure of the Board of Administration to include any item in the annual budget shall not preclude it from levying an additional Assessment in any calendar year for which the budget has been projected. In determining the Common Expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected Common Expenses for the year. A copy of the proposed initial annual budget for the condominium is attached as Exhibit "M".

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

**15.3 Developer**

The Developer shall be excused from the payment of its share of the Common Expenses and Assessments on Units it owns in the Condominium for the period of time commencing with the date of the recording of the Declaration until the

Unit Owners other than the Developer elect the majority of the members of the Board of Administration in accordance with Section 12.8.2(b). During this period of time the Developer guarantees that the Assessments for Common Expenses of the Condominium imposed upon all Units in the Condominium shall not exceed Four Thousand Four Hundred Twenty and 40/100 Dollars (\$4,420.40) per annum per Unit and agrees to pay when due any amount of Common Expenses incurred during said period of time and not produced by the Assessments at the aforesaid guaranteed level receivable from other Unit Owners.

#### **15.4 Initial Contribution.**

Each initial Unit Owner other than the Developer shall pay at closing an initial contribution to both the Master and Condominium Associations' operating accounts in an amount at least equal to two months' maintenance fees for the Unit. These fees shall not be credited against the regular Assessments for the Unit and may be used for any purpose related to the operation of the Condominium.

#### **15.5 Special Assessments**

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

#### **15.6 Non-Waiver.**

The liability for Assessments may not be avoided by



waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessment is made.

**15.7 Interest, Late Fees and Application of Payments.**

The record Owner of each Units shall be personally liable, jointly and severally, to the Association for payment of all Assessments, whether regular or special, and for all costs of collecting delinquent Assessments. Assessments and installments on such Assessments paid on or before thirty (30) days after the date when due shall not bear interest but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due until paid. In addition, a late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of the Assessment installment shall be charged and collected when any Assessment installment is not paid on or before fifteen (15) days after the date when due. All payments upon account shall be first applied to interest, late fees, costs and attorneys' fees incurred in collection, and then to the Assessment payment first due.

**15.8 Lien for Assessments.**

The Association shall have a lien on each Condominium Parcel for any unpaid Assessments and all interest due thereon and the costs of collecting such charges. Additionally, reasonable attorneys' fees at all levels of the proceedings incident to the collection of such Assessment or the enforcement of such lien shall be payable by the unit Owner and secured by such lien.

**15.9 Collection and Foreclosure.**

The Board of Administration may take such action as it deems necessary to collect Assessments, including bringing

an action for damages against the Unit Owner or by enforcing and foreclosing its lien, and may settle and compromise same if in the best interests of the Association. The Association's lien for Assessments described in Section 16.8 shall be enforced and foreclosed in the manner provided for by the Condominium Act. The Association shall be entitled to bid at any sale held pursuant to a lawsuit to foreclose an Assessment lien and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of a foreclosure lawsuit, the Unit Owner shall be required to pay a reasonable rental for the Condominium Parcel during the period in which he is in default. The plaintiff in a foreclosure lawsuit shall be entitled to the appointment of a Receiver to collect such rents from the Unit Owner or occupant.

**15.10 Liability of Mortgagee, Lienor or Purchaser for Assessment.**

A Unit Owner, regardless of how title is acquired, including by purchaser at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments coming due while he is the owner of a Unit. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner. A first mortgagee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure is liable for unpaid Assessments that became due prior to the mortgagee's receipt of the deed. However, such liability is limited to the lesser of the unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or one percent (1%) of the

original mortgage debt. The provisions of this paragraph limiting a mortgagee's liability shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. The provisions of this paragraph shall not apply if the unpaid assessments sought to be recovered are secured by a lien recorded prior to the recording of the mortgage.

#### **15.11 Assignment of Claim and Lien Rights.**

The Association shall have the right to assign its claim to and lien rights for the recovery of any unpaid Assessments to the Developer, any Unit Owner or group of Unit Owners, or any third party.

#### **15.12 Certificate of Unpaid Assessments.**

Any Unit Owner and any holder of a mortgage on a Unit shall have the right to require from the Association a certificate showing the amount of unpaid Assessments against that Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby.

#### **16. COMPLIANCE AND DEFAULT.**

Each Unit Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, the Declaration of Covenants and Restrictions of Villages of Vilano, the Articles and By-Laws of Marina Homes at Villages of Vilano Condominium Association, Inc., the Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of Unit Owners to comply therewith shall entitle the Association or other Unit Owners relief as set forth in this section in addition to the remedies provided by the Condominium Act.

In the event that a Unit Owner or occupant violates or breaches any provisions of this Declaration, the Declaration of Covenants and Restrictions of Villages of Vilano, the Articles and By-Laws of the Association, or the Association's Rules and Regulations, the Association, the members thereof, an Institutional First Mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel compliance with the terms of those documents to prevent the violation or breach of any of them, or for such relief as may be appropriate. This right shall be in addition to the remedies set forth in this Declaration.

#### 16.2 Fines.

The Association may levy reasonable fines pursuant to Section 718.303(3), Florida Statutes, and any amendments thereto, for failure of Owner of a Unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association's By-Laws, the Condominium Act, or the Rules and Regulations of the Association.

#### 16.3 Costs and Attorneys' Fees.

In any proceeding arising because of a Unit Owner's failure to comply with or violation of the terms of this Declaration, the By-Laws or the Rules and 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 attorneys' fees, as may be awarded by the court at all levels of the proceedings.

#### 16.4 No Waiver of Rights.

The failure of the Association or any Unit Owner to enforce a covenant, restriction, or other provision of the

Condominium Act, this Declaration, the Declaration of Covenants and Restrictions of Villages of Vilano, the By-Laws or Articles of Incorporation of Marina Homes at Villages of Vilano Condominium Association, Inc. or any of the Association's rules or regulations, shall not constitute a waiver of the right to do so thereafter. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any first mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof. Notwithstanding the foregoing, the rights and remedies herein granted to the Developer, the Association, and the Owner or Owners of any Condominium may be enforced against the Owner of the part of said property subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

#### **17. AMENDMENT OF DECLARATION.**

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

##### **17.1 Notice.**

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered and, if required by Section 18, shall be sent to holders, insurers, or guarantors of first mortgages in accordance with that section.

##### **17.2 Resolution of Adoption.**

A resolution adopting a proposed amendment may be proposed by either the Board of Administration or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval, in writing, providing

such approval is delivered to the Secretary at or prior to the meeting. Except where elsewhere provided, such approvals must be by no less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Board of Administration and by not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association.

**17.3 Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners.**

A resolution adopting a proposed amendment may be proposed by either the Board of Administration or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium or any exhibit or amendment to this Declaration. Approval of such resolution must be by no less than fifty percent (50%) of the votes of the entire membership of the Board of Administration and by no less than fifty percent (50%) of the votes of the entire membership of the Association.

**17.3.1** Any amendment adopted pursuant to the provisions of paragraph 17.3 shall not materially adversely affect the property rights of Unit Owners.

**17.3.2** Until the Developer has sold and conveyed all of the Units in the condominium held for sale by Developer in the normal course of business, any amendment adopted pursuant to this paragraph 17.3 must be approved by the Developer.

**17.4 Amendment by Developer.**

Notwithstanding anything to the contrary contained in the Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any error in any legal descriptions contained herein. The Developer may

amend this Declaration as aforescribed by filing an amended legal description or descriptions as an amendment to the Declaration among the public records of St. Johns County, Florida, which amendment or amendments shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors, or mortgagees of Units of the Condominium whether or not elsewhere required for amendments.

**17.5 Unanimous Consent by Unit Owners and Mortgagees.**

All Unit Owners so affected and their Institutional Mortgagees must consent to any amendment which:

**17.5.1** Changes any Unit, its appurtenances, or an Owner's share in the Common Elements, or which increases the Owner's share of the Common Expenses except as hereinabove provided;

**17.5.2** Changes the section in this Declaration entitled "Insurance", or the section entitled "Reconstruction or Repair After Casualty";

**17.5.3** Operates to materially affect the rights or interests of any Institutional First Mortgage under its mortgage or this Declaration; or

**17.5.4** Would be prohibited by FNMA or FHLMC.

Such consent of the Unit Owners and Institutional First Mortgagees may not be unreasonably withheld.

**17.6 Consent by Developer.**

Any amendment which affects any of the rights, privileges, powers, or options of the Developer shall require

the approval of the Developer.

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**17.7 Execution and Recording.**

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded among the Public Records of St. Johns County, Florida.

**17.8 Amendment of this Section.**

Notwithstanding anything to the contrary contained in this Declaration, this section concerning amendment cannot be amended without the consent of eighty percent (80%) of the Unit Owners and all Institutional First Mortgagors.

**18. NOTICE TO MORTGAGEES.**

The Association shall provide a holder, insurer, or guarantor of Institutional First Mortgage who has registered its name with the Association as provided in this Declaration, upon written request of such holder, insurer, or guarantor (such request to state the name and address of such holder, insurer, or guarantor and the Unit number):

**18.1 Timely notice of any proposed amendment of the Condominium documents affecting a change in:**

**18.1.1 The boundaries of any Unit or the exclusive easement rights appertaining thereto;**

**18.1.2 The interest in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto,**

**18.1.3 The number of votes in the Association appertaining to any Unit; or**



18.1.4 The purposes to which any Unit of the Common Elements are restricted;

18.2 Timely notice of any proposed termination of the Condominium;

18.3 Timely notice of any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is an Institutional First Mortgage;

18.4 Timely notice of any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of 60 days;

18.5 Timely notice of any lapse, cancellation, or material modification of any insurance policy maintained by the Association;

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

18.7 Timely notice of any proposed action that would require the consent of a specified percentage of Institutional First Mortgagees.

**19. DEVELOPER'S UNITS AND PRIVILEGES.**

**19.1 Use of Units.**

The Developer, at the time of filing of this Declaration, is the Owner of all of the real property, individual Units and appurtenances comprising this

Condominium. Therefore, the Developer, until all of the Units held by Developer for sale in the normal course of business have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any person. The Developer shall have the right to transact upon the Condominium Property any business necessary to consummate the sale of Units and to maintain models, have signs, staff employees, maintain offices, use the Common Elements, show Units, and engage in any other activity necessary to accomplish the purposes set forth in this section. Any sales office, signs, fixtures or furnishings, or other tangible personal property belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer.

**19.2 Payment of Common Expenses.**

The Developer shall be excused from the payment of its share of the Common Expenses and Assessments on Units owned by the Developer during the period of time described in paragraph 16.3.

**19.3 Amendment.**

Notwithstanding anything to the contrary contained in this Declaration, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the Units in the Condominium held for sale by Developer in the normal course of business.

**19.4 Easements Reserved.**

The Developer hereby reserves for itself and its assigns, a non-exclusive easement for pedestrian and vehicular access and for installation of utilities over and across the walks, drives, streets and parking areas within the Condominium Property and a non-exclusive easement to drain surface water runoff into the existing pond and any

future pond within the Condominium Property.

**20. TERMINATION.**

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

**20.1 Substantial Loss.**

In the event that it is determined as provided in Section 14 that the Condominium building shall not be reconstructed because of substantial loss, the condominium plan of ownership will be thereby terminated without the necessity of agreement or approval by the membership.

**20.2 Agreement.**

The Condominium may be terminated by the approval, in writing, by a vote of members of the Association owning seventy-five percent (75%) of the Units in the Condominium and by all Institutional First Mortgagees.

**20.3 Certificate.**

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of St. Johns County, Florida.

**20.4 Shares of Owners After Termination.**

After termination of the Condominium, 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 Unit Owners. Such undivided shares of the Unit Owners shall be

the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to termination.

#### **20.5 Sale of Property.**

Immediately after the required vote of consent to terminate, each and every Unit Owner shall immediately convey by warranty deed to the Association all of said Unit Owner's right, title and interest to each Unit and to the Common Property, provided the Association's officers and employees handling funds have been adequately bonded. The Association or any member shall have the right to enforce such conveyance by specific performance. The Board of Administration shall then sell all of the property at public or private sale upon terms approved in writing by all of the Institutional First Mortgagees. Upon the sale of the property, the costs, fees, and charges for affecting such sale, the cost of liquidation, and costs incurred in connection with the management and operation of the Condominium Property up to and including the time when distribution is made to the Unit Owners shall be paid out of the proceeds of said sale. The remaining balance (the "net proceeds of sale") shall be distributed to the Unit Owners as follows:

##### **20.5.1 Determination of Distributive Share.**

The Distributive Share of each Unit Owner in the net proceeds of sale, subject to the provisions of this section, shall be a fraction the numerator of which shall be one and the denominator of which shall be the total number of all Units in the Condominium on the date of termination.

##### **20.5.2 Payment of Liens.**

Upon determination of each Unit Owner's Distributive Share, the Association shall pay out of

each Unit Owner's Distributive Share all mortgages, assessments, and other liens encumbering said Unit in accordance with their priority, and upon such payment all mortgagees, the Association, and lienors shall execute and record satisfactions or releases of their liens against said Unit or Units, regardless of whether the same are paid in full.

#### **20.5.3 Payment to Unit Owners.**

Thereupon, the Directors shall proceed to liquidate and dissolve the Association and distribute the remaining portion of each Distributive Share, if any, to the Owner or Owners entitled thereto.

#### **20.5.4 Allocation of Shares.**

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

#### **20.6 Effect of Termination.**

After the certificate described in Section 20.3 has been recorded, all Owners have conveyed their interests in the Condominium Parcels to the Association, and the Association has conveyed all of the property to a purchaser, the title to said property shall thereafter be free and clear of all restrictions, reservations, covenants, conditions, and easements set forth in this Declaration and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

Notwithstanding anything to the contrary contained in this Declaration, this section concerning termination cannot be amended without the consent of four-fifths of all Unit Owners and their Institutional First Mortgagees.

**21. RESPONSIBILITY OF UNIT OWNERS.**

The Owner of each Unit shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the Declaration of Covenants and Restrictions of Villages of Vilano, the By-Laws and Articles of Incorporation of the Association, and the Association's Rules and Regulations, as they may be amended from time to time.

In any action brought against a Unit Owner by the Association for damages or injunctive relief due to such Unit Owner's failure to comply with the documents stated above, the Association shall also be entitled to recover its costs, reasonable attorneys' fees, and expenses incurred by it in connection with the prosecution of such action at all levels of the proceedings.

**22. PURPOSE.**

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a residential condominium in accordance with Chapter 718, Florida Statutes, as may be amended from time to time.

**23. CONSTRUCTION.**

**23.1 Severability and Invalidity.**

The invalidability, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of

Incorporation, the By-Laws, or the Rules and Regulations of the Association shall not affect the validity of the remaining portions which shall remain in full force and effect.

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

### 23.2 Headings.

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

### 23.3 Gender.

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

IN WITNESS WHEREOF, the Developer, VILANO VENTURE, INC., has caused this Declaration of Condominium to be executed in its name, by its President, and its corporate seal hereunto affixed, this 13<sup>th</sup> day of December, 1995.

Witness

[Signature]  
Name: THOMAS M. LESICK

VILANO VENTURE, INC., a  
Florida corporation

[Signature]  
By: James D. Borris  
Its President

Witness

[Signature]  
Name: THOMAS M. LESICK

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

O.R. 1150 PG 1393

The foregoing instrument was acknowledged before me this  
13 day of December, 1995, by James D. Borris, the  
president of VILANO VENTURE, INC., a Florida corporation, on  
behalf of the corporation. He is personally known to me, ~~or~~  
~~has produced~~ \_\_\_\_\_ as  
identification.

Karen S. Decker

Signature of Notary

KAREN S. DECKER

Name of Notary Typed, Printed or  
Stamped

Commission Number --

My Commission Expires: 10/5/97





LEGAL DESCRIPTION

O.R. 1150 PG 1394

TRACT "O"

Tract "O", Villages of Vilano, Unit III, as per plat recorded in Map Book 26, pages 62 through 65, of the public records of St. Johns County, Florida.

EXHIBIT

A

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
VILLAGES OF VILANO**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAGES OF VILANO is made by VILANO VENTURE, INC., a Florida corporation, (the "Developer"), this 15 day of JANUARY, 1987.

**W I T N E S S E T H :**

WHEREAS, Developer is the owner of real property located in St. Johns County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property"), subject to those matters described on Exhibit "A", Developer has caused said real property to be surveyed and platted as VILLAGES OF VILANO, UNIT ONE, in accordance with said plat, and

WHEREAS, Developer is the owner of contiguous land which may, in the Developer's discretion, be encumbered by this Declaration, on which a condominium, marina or additional lots may be developed.

NOW, THEREFORE, Developer hereby restricts the use of the property as hereinafter provided, and declares the property and all portions thereof, including any Condominium developed on land made subject to this Declaration, (except to the extent specifically exempted herein), shall be held, occupied, sold and transferred subject to the easements, restrictions, charges, liens and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the property or portions thereof for the purpose of preserving the value and maintaining the desirability of same.

**ARTICLE I**

**DEFINITIONS**

Unless the context expressly requires otherwise, the words defined below, whenever used in the Declaration and in the Legal Documents, shall have the following meanings:

1.1 "Association" means Villages of Vilano Homeowners' Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.2 "Board of Directors" means the Association's Board of Directors.

1.3 "Condominium Association" means the Condominium Association formed to manage the Condominium which Developer may develop on the Property.

1.4 "Common Area" means all property from time to time owned by the Association for the common use and enjoyment of all Owners. The Common Area initially consists of the lands designated on the Plat of Villages of Vilano Unit One as Tracts A, B, C, D and E, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements.

**EXHIBIT**

B

MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document.

1.5 "Developer" means Vilano Ventures, Inc., a Florida corporation, its successors and assigns with respect to the property, and all other persons who acquire an interest in more than one lot or any other portion of the Property for the purpose of development of the Property or of completing the work.

1.6 "Law" includes, without limitation, any statute, ordinance, rule, regulation, or order validly created, promulgated, adopted, or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any and all activities on or about the Property. As the context may admit, such term also includes the general principles of decisional law.

1.7 "Legal Documents" means this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing now or hereafter made. The foregoing are individually and collectively called Legal Documents in this Declaration. Unless the context expressly requires otherwise, the words defined below, whenever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, shall have the following meanings.

(a) "Declaration" means this Declaration of Covenants and Restrictions for Villages of Vilano and any supplemental declarations made in accordance herewith, as amended from time to time.

(b) "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

(c) "By-Laws" means the By-Laws of the Association, as amended from time to time.

1.8 "Lot" means any plot of land shown on the plat or any subsequently recorded subdivision plat of the property, which is designated thereon as a lot or which is or intended to be improved with a residential patio home, but excluding the Common Area and any areas dedicated to public use.

1.9 "Member" means each Owner as provided in Article V hereof.

1.10 "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any lot, or creating a lien upon any lot, in either case as security for performance of an obligation. The term "Mortgage" does not include judgment, involuntary liens, or liens arising by operation of law. "First Mortgage" means any mortgage constituting a lien prior in dignity to all other mortgages encumbering the same property.

1.11 "Mortgagee" means the person(s) named as the obligee under any Mortgage, or the successor in interest to any such person.

1.12 "Owner" means the record owner, whether one or more persons, of the fee simple title to any lot or Unit developed on the Property which may be encumbered by this Declaration, including contract sellers, but excluding contract buyers and any other person holding such fee simple title merely as security for the performance of an obligation. Developer is an owner to the extent of each lot or Unit from time to time owned by Developer.

1.13 "Person" means any natural person or artificial entity having legal capacity.

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typing or printing unsatisfactory in  
this document.

1.14 "Plat" means that subdivision plat of Villages of Vilano Unit One, recorded in Plat Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, of the Official Public Records of St. Johns County, Florida, and the recorded plat of any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

1.15 "Property" means the lands in St. Johns County, Florida, described on Exhibit "A" attached to this Declaration, and all other lands that hereafter may be made subject to the provisions of this Declaration or any supplementary declaration, in the manner provided in Article 12.9, below.

1.16 "Recorded" means filed for record in the Public Records of St. Johns County, Florida.

1.17 "Regulations" means any rules and regulations regarding the use of the Property or any part thereof, duly adopted by the Association in accordance with the Legal Documents.

1.18 "The Work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary convenient, or desirable to accomplish such construction and disposition.

1.19 "Unit" means a single family dwelling located on a lot as shown on the plat or a Condominium Unit located in a Condominium developed on the Property which hereafter may be made subject to the provisions of this Declaration.

1.20 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must" and "should" has the same effect as the use of the term "shall". Wherever any time period is measured in days, "days" means consecutive calendar days; and, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. Unless the context expressly requires otherwise, the terms "Common Area", "lot" and "Property" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

## ARTICLE II

### PROPERTY RIGHTS

2.1 Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association, prior to the conveyance of the first lot, the title to roads and other common areas, excepting the property to be dedicated to St. Johns County, subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, easements for

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drainage and public utilities. Every Owner has a non-exclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and passes with, the title to every Lot and Unit developed on the Property, subject to the easements and other property rights granted in this Article and to the following:

(a) Fees. The Association's right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) Suspension. The Association's right: (i) to suspend the voting rights of any Owner for any period during which any assessment against such Owner's Lot or Unit remains unpaid; (ii) to suspend such Owner's right to use any recreational facility owned or controlled by the Association, or provided for its exclusive or non-exclusive benefit, for the same period; and (iii) to suspend any Owner's right to the use of any such recreational facility for a period not to exceed sixty (60) days for any material infractions of the Association's rules and regulations.

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members. Such dedication or transfer must be approved by the Homeowners' Association and at least two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose, and as evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

(d) AIA Walkover. The Association shall accept title to the AIA Walkover subject to an agreement with the Florida Department of Transportation which agreement imposes certain financial responsibilities upon the Association, including, but not limited to, responsibility for maintenance and insurance costs and the potential cost of removing said walkover.

(e) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable regulations governing the use of the Common Area, as provided below.

(f) Legal Documents. The provisions of the Legal Documents and all matters shown on any plat of all or part of the Property.

(g) General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Area and restrictions, limitations, easements and other Recorded documents.

The foregoing easement is limited to using the Common Area for its intended purposes in a reasonable manner; and, with respect to any particular use or activity, it is limited to those portions of the Common Area from time to time improved or otherwise suitable for such use or activity.

2.2 Villages of Vilano Roadways. The roadways and rights-of-ways and Tracts D and E, as designated on the plat, shall constitute part of the Common Area. Each Owner, their guests, invitees, all delivery, pick-up and fire protection services, police, mail carriers, representatives of utilities authorized by the Developer, or the Association, to serve the Property, the holders of Mortgages, and such other persons as Developer or the Association has designated or may designate, shall have the non-exclusive and perpetual right of ingress and egress over and across Tracts D and E, subject to the terms and conditions of the Legal Documents.

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2.3 Sidewalks. Each Owner shall have an easement for the use and enjoyment of the paths and sidewalks, if any, located within the Property for ingress and egress throughout the Property. No improvements of any kind will be constructed or placed upon sidewalks, paths, or easement areas shown on the plat and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association.

2.4 Easements. The Developer hereby establishes perpetual easements over all portions of a lot for the maintenance, repair and reconstruction of lawns and landscaped areas for the benefit of those persons, including the Association, responsible for or permitted to perform such maintenance, repair and reconstruction as provided in this Declaration.

2.5 Plat Easements. Reference is made to the utilities, drainage, ingress and egress, and other easements shown on the plat. The Developer shall have the unrestricted right, without the approval or joinder of any other person or entity, to designate the use and to alienate, release or otherwise assign the easements shown on the plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines, and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to the easements. The Owner of any lot subject to any easement or easements shall not construct any improvements or structures upon the easement areas nor alter the flow of drainage nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercising of the easement rights. If any Owner constructs any improvements or structures on the easement areas shown on the plat or landscaped such areas as aforesaid, the Owner of the Lot shall remove the improvements or structures or landscape items upon written request of Developer, the Association or the grantee of the easement. Subsequent to Developer's conveyance of the Common Area, additional easements may be granted by the Association for utility purposes as provided in Paragraph 2.1(c) of this Article.

2.6 Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any lots within the property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

2.7 Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Area to any and all persons from time to time lawfully occupying such Owner's Lot or Unit. Any delegation to invitees is subject to the Association's rules and regulations.

2.8 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every lot and Unit enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article, its benefit, nevertheless, is exclusive to all lots or Units granted such benefit by this Article unless this Article expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public.

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2.9 Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot or Unit passes any rights in and to the Common Area, except as expressly enumerated in this Declaration. Without limitation, no provision in any deed or other instrument of conveyance of any interest in any Lot or Unit shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration.

2.10 Platting and Subdivision Restrictions. Developer may, from time to time, plat or replat all or any part of the property, and may file subdivision restrictions and amendments thereto with respect to any undeveloped portion of the Property.

### ARTICLE III

#### USE RESTRICTIONS

3.1 Residential Use. The Lots and Units subject to this Declaration may be used for residential living units and for no other purpose except that one or more Lots or Units may be used as model homes or temporary constructions/sales offices by the Developer during the development and sale of Villages of Vilano and adjacent properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof.

3.2 No Detached Buildings. No garage, tool or storage shed may be constructed separately and apart from a residence unless approved by the Association. No tents, trailers, tanks, shacks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Developer and Association.

3.3 Landscaping. The native vegetation and natural style landscaping performed by Developer as part of the Work shall be retained and nurtured. No significant additional planting or significant removal of the lawn or natural vegetation is permitted that will alter the natural style of landscaping installed by the Developer. No living trees measuring four (4) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the Association. No artificial grass, plants or other vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot.

3.4 Fences. Except as originally provided by the Developer, or as approved by the Developer or the Association, to provide visual and acoustical privacy, no fence, wall or other barrier shall be constructed upon any Lot. All fences and/or gates installed by Developer on side lot lines and between units as part of the Work, shall be maintained jointly by the owners of the lots situated on either side of the fence and/or gate.

3.5 Set-Back Lines. Developer has established a set-back line of 20 feet in front from edge of pavement. To assure that location of dwellings will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot, the Developer reserves unto itself the right to control and decide the precise site and location of any dwelling or other structure upon all Lots.

Except as provided below, although one wall of each structure to be constructed in Villages of Vilano Unit One may be located on or near a side lot line, each structure in Villages of Vilano Unit One shall be setback at least five (5) feet from an adjoining structure. This restriction shall not prohibit construction by the Developer of fences or privacy walls connecting dwelling units nor shall this restriction apply to any portion of the subdivision

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within which Zero Lot Line Walls are required to be one (1) hour or greater fire walls. The Owner of each lot is hereby granted an easement over the area lying between his structure and the adjoining structure for purposes of recreation and maintenance. Notwithstanding the easement granted herein, no owner may construct any permanent structures, patios or swimming pools on any portion of an adjoining owner's lot.

3.6 Motor Vehicles and Boats. No boats, recreational vehicles, or other motor vehicles, except four wheel passenger vehicles, shall be placed, parked or stored upon any lot except within a garage isolated from public view, unless approved by the Board of Directors, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any lot, except within a building where totally isolated from public view. All motor vehicles must be parked in garages from the end of each day until the following morning. Commercial vehicles shall not be parked within public view on a regular basis. Construction trailers may be parked during construction phases only with the express written consent of the Developer and in an area designated by the Developer.

3.7 Unit Restrictions. Following completion of the Work, an Owner may not cause or permit, without the prior written approval of the Architectural Control Committee, any additional alteration, modification, renovation or reconstruction (including the installation of window air conditioners) to be made to the structural components, roof or exterior of his Unit, including fences, driveways and parking areas except as provided in this Declaration. Notwithstanding the foregoing, an Owner shall replace broken windows, screens and doors as originally installed as part of the Work. No garage shall be permanently enclosed or converted to another use without the written approval of the Architectural Control Committee. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use.

3.8 Antennas. No aerial, antenna, satellite dish or other device utilized for radio or television transmission or reception shall be placed or erected upon any lot, or affixed in any manner to the exterior of any building in Villages of Vilano. Antennas, if any, shall be built into the attic space of the home.

3.9 Enclosures. So as not to interfere with other unit owners' views, all enclosures, including, but not limited to, patios, pools or hot tubs located in the rear yard of a lot shall be screen enclosures, including roofs.

3.10 Animals and Rubbish. No animals, livestock, reptiles or poultry shall be raised, bred or kept anywhere within the Property, except that not more than two (2) dogs, two (2) cats or two (2) caged birds (or any combination thereof not exceeding two (2) animals) may be kept on lots subject to the Association's regulations, provided such pets are not kept, bred or maintained for any commercial purpose and, provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. All pets are prohibited from the recreational facilities, if any, located on the Common Area. Dogs must be leashed at all times. Except for regular collection and disposal, no rubbish, trash, garbage or other waste material or accumulations shall be kept, stored, or permitted anywhere within the property, except inside the Unit or in sanitary containers concealed from view, and in accordance with the Association's Regulations.

3.11 Sewage Disposal and Water Service. All water and sewage facilities and service to the property shall be supplied by means of the central water supply and sewage system providing service to the property. No well of any kind shall be dug or drilled on the property to provide potable water for use within any structures to be built. No septic tank may be constructed on any lot. No sewage may be discharged on the open ground or into the marshlands or lakes. No water from air conditioning systems or swimming pools shall be

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disposed of into the marshlands or lakes. North Beach Utilities, Inc., or its successors or assigns, has a non-exclusive perpetual easement in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities. Notwithstanding the provisions of this paragraph, the Developer or Association may drill deep wells on the Property to provide water for irrigation of lawns and landscaped areas.

3.12 Signs. No sign of any kind shall be displayed to the public view on any lot except as may be approved as to size and design in accordance with criteria established by the Architectural Control Committee.

3.13 Wetlands, Maintenance Easement. Only the Developer or the Association shall have the right to pump or otherwise remove any water from any lake or other wetlands, if any, within the Property for the purpose of irrigation or other use. The Developer, and Association after assignment of such right to same, shall have the sole and absolute right to control the water level of such lake or lakes and to control the growth and irratiation of plants, fowl, reptiles, animals, fish and fungi in any such lake. The Association is solely responsible for preserving the water quality of the lake. No gas or diesel driven boat shall be permitted to be operated on any such lake. Lots which now are, or may hereafter be, adjacent to a lake, (the "Lake Parcels") shall be maintained so that the grass, planting or other lateral support shall prevent erosion of the embankment adjacent to the lake. The height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. If the Owner of any Lake Parcel fails to maintain the embankment as part of his landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such Lake Parcel to perform such maintenance work which may reasonably be required, all at the expense of the Owner of such Lake Parcel. Title to any Lake Parcel does not include ownership of any portion of any lake bed or surface waters which shall remain the property of the Developer until such time as they shall be conveyed to the Association. No docks or other structures shall be constructed on such embankments unless and until same shall have been approved by the Association. No bulkheads shall be permitted to be constructed without the prior written consent of the Association. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any lake within Villages of Vilano, by Owners or other members of the Association, subject to the requirements of the Department of Environmental Regulation. The Association shall have the right to deny such use to any person who, in the opinion of the Association, may create or participate in a disturbance or nuisance on any part of the surface waters of any such lake.

3.14 Leasing of Units. No owner shall lease his unit for a term less than six (6) months. All such leases shall be in writing and shall specify that same are subject to the Legal Documents and Rules and Regulations of the Association. If any owner shall lease his unit he shall remain liable for the performance of all Rules and Regulations and provisions of the Legal Documents and shall be liable for any violations of same by his lessee.

3.15 General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) Obstructions. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on the Common Area.

(b) Alterations. Nothing shall be altered, constructed upon or removed from the Common Area.

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(c) Activities. No activity is permitted in or upon the Common Area, except those for which the Common Area is from time to time suitably improved.

(d) Wetlands. No swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about or upon any stream, pond, lake, marsh or other wetlands situated upon the Property, except as permitted by the Association. In the event boating, fishing or some other recreational activity is permitted, the Association may adopt rules and regulations concerning said recreational activity. Without limitation, the Association from time to time may prohibit any and all uses and activities in, upon and about any such wetland.

3.16 Rules and Regulations. No Owner or other person occupying any Unit or any invitee shall violate the Association's Regulations for the use of the Property. All Owners and other persons occupying any Unit or their invitees, at all times shall do all things reasonably necessary to comply with the Regulations. Without limitation, any rule or regulation will be deemed "issued" when posted conspicuously at such convenient location within the Property as the Association may from time to time designate.

3.17 Casualty Damage. In the event of damage or destruction by fire or other casualty to all or any of the improvements on any Lot, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner within a reasonable time not to exceed one (1) year, in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications, including color scheme, placement on lot and materials. In all cases, all debris must be removed and the lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

During reconstruction upon any Lot after destruction of the original improvements installed by Developer, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any property other than the lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his lot in a clean condition, providing for trash and rubbish receptacles and disposal, and construction debris shall not be permitted to remain upon any Lot.

3.18 Lighting. No external lighting shall be installed without the prior approval of the Architectural Control Committee. No lighting shall be permitted which alters the residential character of the Property.

3.19 Maintenance of Driveways. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every Owner of a Lot or Unit is a member of the Association. An Owner of more than one Lot or Unit is entitled to one membership for each Lot or Unit owned. Each membership is appurtenant to the Lot or Unit upon which it is based and is transferred automatically by conveyance of title to that Lot or Unit. The membership of the previous Owner automatically terminates upon conveyance of the Lot or Unit. Except for the Developer, no person other than an Owner may be a member of the Association, and membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot or Unit; provided, however,

the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

4.2 Classification. The Association has two (2) classes of voting membership:

(a) Class A. So long as there is Class B membership, Class A members are all Owners except Developer and are entitled to one (1) vote for each Lot or Unit owned. Upon termination of Class B membership, Class A members are all Owners, including Developer, so long as Developer is an Owner. In the event Developer develops a condominium on the Property which hereafter may be made subject to the provisions this Declaration, the Owners of said Units shall be entitled to one (1) vote per unit.

(b) Class B. The Class B member(s) is the Developer and is entitled to three (3) votes for each Lot or Unit owned. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (ii) five (5) years following the covenancy of the first lot or unit.

4.3 Co-Ownership. If more than one person holds the record title to any Lot or Unit, all such persons are members, but there may be only one vote cast with respect to such Lot or Unit. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot or Unit is held by husband and wife, either co-owner is entitled to cast the vote for such Lot or Unit unless and until the Association is otherwise notified in writing. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

4.4 Board of Directors, By-Laws, and Rules and Regulations. All of the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors thereof, which Board shall consist of no fewer than three (3) nor more than five (5) members, the exact number to be determined by the members of the Association prior to the vote therefor. Such directors shall be elected annually by all of the members entitled to vote. After Class B membership ceases, each director shall be the Owner of a Lot or Unit (or partial owner of a Lot or Unit where such Lot or Unit is owned by more than one individual), (or if a Lot or Unit is owned by a corporation or partnership, including Developer, any duly elected officer or director of an owner corporation, or general partner of an owner partnership, may be elected a director or directors).

4.5 Amplification. The provisions of this Article are amplified by the Association's Articles and By-Laws; but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration, on the one hand, and the Articles and By-Laws, on the other, be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration control over the Articles or By-Laws.

## ARTICLE V

### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

REPRODUCTION OF THIS DOCUMENT BY ANY MEANS IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE ASSOCIATION.

5.1 The Common Area.

(a) Maintenance and Repair. Subject to the rights of the Developer and the Owners as set forth in this Declaration, the Association has exclusive management and control of the Common Area, and all of the improvements, fixtures, furnishings, equipment and other related personal property. The Association shall keep the foregoing in a clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Area include the management, operation, maintenance, repair, servicing, replacement and renewal of all improvements, private road-ways, equipment, and tangible personal property installed by Developer.

(b) Insurance. The Association shall keep the improvements located on the Common Area, including fixtures and personal property of the Association, insured to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use, including, but not limited to, vandalism and malicious mischief, and flood and water damage, if applicable. The Association shall also carry public liability insurance in amounts and with coverage as determined by the Board of Directors.

5.2 Exterior Lot Maintenance.

(a) Landscaping Maintenance. The Association shall provide lawn and landscaping maintenance, including mowing, fertilizing and pest control for all grassed and landscaped areas as originally installed by Developer located on each Lot within the Property. The Association shall perform same in a manner that will preserve the natural style of landscaping originally installed by Developer. The Association and its employees, contractors or agents shall have an easement over and across all Lots as shall be necessary or convenient to provide the landscaping maintenance herein described. Provided, however, the Association may elect to discontinue said maintenance at any time after January 1, 1988.

(b) Irrigation Systems. Developer shall install a central irrigation system on each Lot for the purpose of lawn and landscaping maintenance. Such system shall be hooked-up to either the central water system or a deep well installed by the Association or Developer. The Association shall maintain said central irrigation system so installed on each Lot within the Property. The Association, its employees, contractors or agents, shall have an easement over and across all Lots for the installation and maintenance of said system.

5.3 Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of the legal documents or the Association's Regulations. The Association may contract with others to furnish insurance coverage, building maintenance, termite and pest control or any other services or materials to all Lots or Units, or to any group of Lots or Units that are otherwise herein required to be performed or provided by the Owners; provided, however, (i) only those Lots or Units whose Owners have requested such service shall be assessed for their cost; and (ii) each such Owner's prior written consent is obtained. Nothing

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herein shall be deemed to require the Association to provide such services.

5.4 Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and By-Laws.

5.5 Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Units and Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents as they, from time to time, may be amended. The validity of the Association's rules and regulations, and their enforcement shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, or may be amended or rescinded by a majority vote of both Classes of membership present and voting at any regular or special meeting convened for such purpose.

5.6 Implied Rights. The Association may exercise any other right, power or privilege given to it expressly by the Legal Documents and every other right, power or privilege so granted or reasonably necessary, convenient or desirable to effectuate the exercise of any right, power or privilege so granted.

5.7 Restriction on Capital Improvements. All capital improvements to the Common Area except for replacement or repair of those items installed by Developer and except for personal property related to the Common Area, must be approved by two-thirds (2/3) of each Class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

5.8 Access by Association. The Association has a right of entry on to the exterior of each Lot and Unit located thereon to the extent reasonably necessary to discharge its duties of exterior maintenance, or for any purpose reasonably related to the performance of any duty imposed or exercise of any right granted by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner at a reasonable time and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by Law, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area or any Unit.

## ARTICLE VI

### COVENANTS FOR ASSESSMENTS

6.1 Assessments Established. For each Lot and Unit owned within the Property, Developer covenants, and each Owner of any Lot or Unit by acceptance of a deed or other conveyance of record title to such Lot or Unit, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay the Association:

(a) An Annual Assessment as defined in paragraph 6.2 of this Article;

(b) Special Common Area Assessments as defined in paragraph 6.5 of this Article;

(c) Special Assessments for property taxes levied and assessed against the Common Area as defined in paragraph 6.4 of this Article;

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(d) Specific Assessments against any particular Lot or Unit that are established pursuant to any provision of the Legal Documents as provided in paragraph 6.7 of this Article; and

(e) All excise taxes, if any, that, from time to time, may be imposed upon all or any portion of the assessments established by this Article.

Further, for each Lot within the property, Developer covenants, and each owner of any Lot by acceptance of a deed or other conveyance of record title to such Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay the Association an annual assessment for maintenance of the Lots and Lake system as specified in paragraph 6.6 of this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land, secured by a continuing lien upon the Lot or Unit against which each assessment is made. Each such assessment, together with interest at the maximum rate allowed by law and all costs and expenses of collection, including reasonable attorneys' fees, is the personal obligation of the person who was the Owner of such Lot or Unit when such assessment became due. Such personal obligation for delinquent assessments does not pass to an Owner's successor in title, unless expressly assumed by such successor in writing.

The assessments referred to herein shall be in addition to all assessments levied pursuant to Chapter 718, Florida Statutes, by any Condominium Association formed to manage a condominium constructed within the Property.

**6.2 Purpose of Assessments.** The annual assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property and for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the Common Area. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

(a) the operation, management, maintenance, repair, servicing, renewal, replacement and improvement of the Property, excepting the grassed and landscaped areas on each lot within the Property, services and facilities related to the use and enjoyment of the Common Area and of the Units within the Property, including, but not limited to, the payment of taxes and insurance on the Common Area and personal property situated thereon, and the cost of labor, equipment, materials, management and supervision thereof;

(b) all general activities and expenses of the Association incurred in the administration of the powers and duties granted hereunder and pursuant to Law; and

(c) reserves for capital expenditures of the Association as described in paragraph 6.5 of this Article.

### **6.3 Amount.**

(a) Until January 1, 1988, the maximum annual Assessment as specified in paragraph 6.2 shall be \$500.00, for each fully accessible Lot or Unit. The Board of Directors may fix the Annual Assessment at an amount not in excess of said maximum amount during this period. Provided, the Developer, in its sole discretion, may extend the time period during which the maximum annual maintenance assessment shall be \$500.00 for each Lot or Unit.

(b) Commencing on the first day of December of the year during which the first Lot or Unit is conveyed to an Owner, and

each December 1st thereafter, the Board of Directors, at its annual meeting to be held during said month, may set the amount of the maximum Annual Assessment for the following year for each Lot or Unit. Provided, the maximum Annual Assessment may not be increased more than fifteen percent (15%) above the maximum Annual Assessment for the previous year unless otherwise approved by two-thirds (2/3) of each Class of those members present in person or by proxy and voting at a meeting duly convened as provided hereunder.

(c) The amount of the Annual Assessment shall be fixed by the Board of Directors at least thirty (30) days before the beginning of each fiscal year and shall be payable, without interest, so long as the payment is not more than fifteen (15) days delinquent, in one or more installments as determined by the Board of Directors. Written notice of such Assessment shall be given to every Owner, but the failure to give such notice will not invalidate any otherwise proper Assessment. Unless the Board of Directors takes contrary action at least thirty (30) days before the beginning of any fiscal year, the Annual Assessment then in effect will continue for such fiscal year.

**6.4 Property Taxes.** The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes levied on the Common Area, and shall assess each Owner for the cost thereof provided in paragraph 6.1 hereof. The amount of the assessment shall be determined by dividing the amount of such taxes by the number of Lots and Units within the property. At the Board of Directors' discretion, such assessment may be payable in a lump sum within thirty (30) days after notice, or all or any portion thereof may be assessed as a part of the Annual Assessment described above. Each year the Board of Directors shall determine, within forty-five (45) days after receiving notice of the taxes due, whether such Assessments shall be levied, and their amounts.

**6.5 Special Assessments for Capital Improvements.** In addition to the Annual Assessment, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Area, including fixtures and related personal property, provided, such Assessment is approved by two-thirds (2/3) of each Class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

**6.6 Annual Assessments for Lots.** In addition to the annual assessment specified in paragraph 6.2, the Association shall levy an annual assessment against all Lots to provide lawn and landscaping maintenance, including, but not limited to, mowing, fertilizing and pest control, for all grassed and landscaped areas as originally installed by Developer, located on each lot, for the maintenance of the Lakes system and for refuse removal for the Lots within the Property.

**6.7 Specific Assessments.** Any and all accrued indebtedness of any Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract expressed or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot or Unit, also may be assessed by the Association against such Owner's Lot or Unit after such Owner fails to pay it when due and such default continues for thirty (30) days after written notice.

**6.8 Uniformity of Assessments.** The Annual Assessment as specified in paragraph 6.2, and any Special Common Area Assessment must be uniform throughout the Property, except that the Annual Assessment against any Lot or Unit in which Developer owns an interest and which is not being occupied as a residence may be fixed by the Board of Directors for so long as there is Class B membership in the

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Association in an amount not less than twenty-five percent (25%) nor more than one hundred percent (100%) of the amount of the applicable Annual Assessment against Lots or Units owned by the Class A members of the Association then in effect. Provided, Developer shall fund the deficits, if any, between the aggregate amount assessed Class A members and Developer, and the total expenses of the Association during the applicable period of control. Developer shall be obligated to fund such deficits only as they are actually incurred by the Association. The Developer shall cease to pay any portion of the balance of the annual operating expenses of the Association under the provisions of this paragraph when Developer is no longer entitled to elect a majority of the Board of Directors of the Association. Thereafter, the Developer shall pay an annual assessment amount attributable to any Lots and Units then owned by Developer and which are not being occupied as a residence, at one-half (1/2) the rate assessed against Lots or Units owned by Owners other than Developer. This provision is not and shall not be construed as a guaranty or representation as to the level of assessment imposed under the provisions of this Article. Upon transfer of title of a Developer owned Lot or Unit, such Lot or Unit shall be assessed in the applicable amount established against Lots or Units owned by the Class A members of the Association, prorated as of and commencing with, the month following the date of transfer of title.

**6.9 Commencement of Annual Assessment.** The Annual Assessment begins as to all Lots and Units within the Property on the first day of the month following the recording of the first transfer of title by Developer of any Lot or Unit therein, to an Owner other than Developer. The first Annual Assessment against any Lot or Unit shall be prorated according to the number of months then remaining in the fiscal year. The Association shall furnish to any interested person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific Lot or Unit has been paid and, if not, its balance. To defray its costs, the Association may impose a reasonable uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot or Unit is binding on the Association as of the date of issuance.

**6.10 Lien for Assessments.** All sums assessed to any Lot or Unit, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot or Unit in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot or Unit. Except for liens for all sums secured by such First Mortgage, all other lienors acquiring liens on any Lot or Unit after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors of the existence of the Association's lien and its priority. The Association shall record a claim of lien to further evidence the lien established by this Declaration as to any Lot or Unit against which the Annual Assessment is more than thirty (30) days delinquent.

**6.11 Remedies of the Association.** Any Assessment not paid within thirty (30) days after its due date, bears interest at the maximum lawful rate from time to time permitted under the Laws of the State of Florida. The Association may bring an action at law against any Owner personally obligated to pay such Assessment or foreclose its lien against such Owner's Lot or Unit. No Owner may waive or otherwise escape liability for the Association's Assessments by non-use of the Common Area, or by abandonment of such Owner's Lot or Unit. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority.

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**6.12 Foreclosure.** The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association any Assessments against the lot or Unit that become due during the period of foreclosure, which are also secured by the lien foreclosed and shall be accounted and paid as of the date the Owners title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the lot or Unit foreclosed, or to acquire such lot or Unit by deed or other proceeding or conveyance in lieu of foreclosure and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such lot or Unit as an Owner for purposes of resale only.

**6.13 Homesteads.** By acceptance of a deed or other conveyance of title to any lot or Unit, the Owner of each lot or Unit is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

**6.14 Subordination of Lien.** The lien for the Assessments provided in this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any lot or Unit does not affect the Assessment lien, except that the sale or transfer pursuant to a First Mortgage Foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the Assessment lien as to payment that became due before such sale or transfer, unless such Assessment was secured by a claim of lien for assessments that is Recorded prior to the recording of said First Mortgage. Any Assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing first mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such lot or Unit from liability for Assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First Mortgagee of a lot or Unit any Assessments remaining unpaid for more than thirty (30) days and shall give such First Mortgagee thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against such lot or Unit, provided, such First Mortgagee has given the Association written notice of its Mortgage, designating the lot or Unit encumbered by a proper legal description and stating the address to which notice shall be given.

## ARTICLE VII

### OBLIGATIONS OF OWNERS

#### 7.1 Exterior Lot Maintenance.

(a) **Owner Responsibility.** Each Owner shall, at his expense, maintain, repair and replace all portions of the exterior of his lot, including, without limitation, the roof, gutters, downspouts and exterior building surfaces and their replacements, the privacy fences defining the courtyards of each Unit, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, lawn and landscaping maintenance not performed by the Association, and any other equipment, structures, improvements, additions, or attachments, located on the lot by Owner or installed by Developer. Provided, fences and/or gates installed by Developer on side lot lines and between units as part of the Work, shall be maintained jointly by the owners of the lots situated on either side of the fence and/or gate as provided in paragraph 3.4 hereof. The foregoing obligation includes any maintenance, repair or replacement

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required because of the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and appearance as existed at the time of completion of same, subject to normal wear and tear. Each Owner shall promptly perform any maintenance or repair requested to prevent any damage or loss to other Lots or Units or the Common Area. An Owner shall be liable for all loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform any maintenance and repair following written notice to such Owner specifying the items of maintenance or repair.

An Owner may not cause or permit any material alteration in the exterior appearance of his Lot or Unit, including the color of the exterior surfaces of the Unit, without the prior written approval of the Architectural Control Committee. Owners shall use only roof materials, paint and stain colors approved by said Committee when performing repair and maintenance, or when repainting or staining the exterior of their Units.

(b) Association Authority. If (i) any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any extelcor portion of his Lot or Unit after reasonable notice from the Association specifying the maintenance or repair, and (ii) not less than seventy-five percent (75%) of the members of the Association's Board of Directors so find after reasonable notice to, and reasonable opportunity to be heard by the Owner affected, then the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense. The cost incurred by the Association shall be specifically assessed against such Owner's Lot as provided in Article VI hereof.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

8.1 Villages of Vilano Architectural Control Committee. The architectural review and control functions of the Association shall be administered and performed by the Villages of Vilano Architectural Control Committee. The Committee shall consist of either three (3) or five (5) members who shall be appointed by and serve at the pleasure of the Developer so long as Developer owns at least one (1) Lot or Unit within Villages of Vilano or any property within the Planned Unit Development, or until such earlier time as Developer, at its option, assigns the right to appoint the members to the Board of Directors. Thereafter, the Architectural Control Committee shall consist of either three (3) or five (5) members (at the option of the Board of Directors) who shall be appointed by and serve at the pleasure of the Board of Directors. Members need not be members of the Association. A majority of the members shall constitute a quorum to transact business at any meeting and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Control Committee. Any vacancy occurring on said Committee shall be filled by an appointee of the Developer so long as Developer owns at least one (1) Unit within Villages of Vilano and by the Board of Directors thereafter.

8.2 Approval Required by Villages of Vilano Architectural Control Committee. Except for the initial construction of improvements upon any Lot by Developer, no landscaping, improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain disposal system, decorative building, landscaping device or object, or other improvements shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of same shall have been submitted to and approved in writing

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by the Committee. All plans and specifications shall be evaluated to (i) assure harmony of external appearance, design, materials and location in relation to surrounding buildings and topography within the Property and to conform with the Architectural Control Criteria; (ii) to protect and conserve the value and desirability of the Property as a residential community; (iii) be consistent with the provisions of the Legal Documents; and (iv) be in the best interests of all Owners in maintaining the value and desirability of the Property as a residential community. It shall be the burden of each Owner to supply four (4) sets of completed plans and specifications for any proposed improvement to the Committee. The Committee shall approve or disapprove plans and specifications, properly submitted, within ten (10) business days of such submission. Any plans or change or modification to approved plans shall not be deemed approved by the Committee unless a written approval is granted by the Committee to the Owner submitting same or unless the Committee fails to approve or disapprove such plans or modifications within ten (10) business days of their proper submission.

**0.3 Powers and Duties of the Committee.** The Committee shall have the following powers and duties:

(a) To require submission to the Committee of four (4) complete sets of all plans and specifications signed by the Owner for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, decorative building, landscaping device or object, or other improvement, the construction or placement of which is proposed upon any lot. The Committee may also require submission of samples of building materials proposed for use on any lot, and may require such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with the provisions hereof.

(b) To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the Committee shall be submitted to the Board of Directors and evidence thereof may, but need not, be made by a certificate in recordable form executed under seal by the President or any Vice-President of the Association. Any party aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors within thirty (30) days of such decision, for review thereof. The determination of the Board of Directors upon review of any such decision shall be dispositive as to Association approval.

(c) To adopt a schedule of reasonable fees for processing requests for Committee approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Committee.

**0.4 Compensation of Committee.** Members of the Committee shall serve without compensation so long as the Developer retains the right to appoint the members of the Committee. Thereafter, the Board of Directors is encouraged to appoint professionally qualified persons (architects, landscape architects, etc.) to the Committee, and if it elects to do so, it may, at its option, pay reasonable compensation to such professionally qualified members.

**0.5 No Liability.** The reviews, acceptances, inspections, permissions and approvals required under this Declaration and made by the Developer, Association, Architectural Control Committee, or by their agents or employees are for the sole purpose of protecting the aesthetic integrity of Villages of Vilano. As a result, neither

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the Developer, Association, Architectural Control Committee nor their agents or employees, express any opinion as to the engineering aspects, structural soundness or advisability of any improvement whether or not approved. Neither the Developer, Association, Architectural Control Committee nor their agents or employees shall be liable to an Owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way related to the subject matter of any such review, acceptance, inspection, permission, consent, or approval, whether given, granted or withheld by the Developer, Association, Architectural Control Committee, or their agents or employees.

## ARTICLE IX

### OPERATION AND EXTENSION

9.1 Effect Upon Platted Lands. From and after the date this Declaration is Recorded, all of the Property shall be held, sold, and conveyed subject to the provisions of this Declaration, which is for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding upon all persons having any right, title or interest therein or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of the Association, Developer and each Owner, their respective heirs, successors and assigns.

## ARTICLE X

### UTILITY PROVISIONS

10.1 Water System. The central water supply system provided for the service of Villages of Vilano shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each lot. Each Owner shall pay water meter charges established or approved by Developer or other supplier thereof, and shall maintain and repair all portions of such water lines located within the boundaries of his lot. No individual water supply system or well for consumption or irrigation purposes shall be permitted on any lot without prior approval of the Association.

10.2 Irrigation System. Irrigation, if any, for the Common Area shall be provided by Developer and maintained by the Association. Each lot shall be provided with an irrigation system as part of the original improvements installed by Developer which shall be maintained by the Association.

10.3 Sewage System. The central sewage system provided for the service of Villages of Vilano shall be used as the sole sewage system for each lot or Unit. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his lot and shall pay, when due, the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within Villages of Vilano.

10.4 Garbage Collection. Garbage, trash and rubbish shall be removed from the lots and Units only by parties or companies approved by the Association. Each Owner shall pay, when due, the periodic charges or rate for such garbage collection service made by the party or company providing same. No burning of trash or other debris shall be allowed.

10.5 Electrical and Telephone Service. All telephone,

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electric and other utilities lines and connections between the main or primary utilities lines and the residences and other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

## ARTICLE XI

### RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

11.1 Utilities. Developer reserves for itself, its successors, assigns and designees, a right-of-way and easement to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways or other public conveniences or utilities on, in and over any area designated as an easement, private street or right-of-way area, or part of the Common Area on the plat of Villages of Vilano and on, in and over a strip of land within each Lot which is not occupied by a structure.

11.2 Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. Developer or Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

11.3 Cable Television and Radio. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights-of-ways and easement areas on the recorded plat of the property.

11.4 Easements for Maintenance Purposes. The Developer reserves for itself and the Association, their agents, employees, successors or assigns, easements in, on, over and upon each Lot and the Common Areas as may be reasonably necessary for the purpose of preserving, maintaining or improving lawns, marsh areas, lakes, hammocks, or other areas, the maintenance of which may be required to be performed by the Developer or Association.

11.5 Roadways and Sidewalks. Developer reserves for itself and the Association, their agents, employees, designees, successors and assignees, an easement for installation and construction of and ingress and egress over and upon all roadways, bike paths and sidewalks located within Villages of Vilano.

11.6 Reservation of Right to Release Restrictions. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any Lot line or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure upon said Lot line, or in the easement area without the consent or joinder of any person, excepting St. Johns County, irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent lots and the

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overall appearance of the property.

## ARTICLE XII

### GENERAL PROVISIONS

**12.1 Enforcement.** The Developer, the Association, or any Owner has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. In addition, the Association has the right to enforce any right specifically granted to it herein. If the Association or the Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, or if an Owner obtains the enforcement of any provision of the Legal Documents or of any such Rule or Regulation against any Owner, other than Developer, then such party may recover all costs and expenses, including reasonable attorneys' fees, incurred in negotiation, trial and appellate proceedings from such Owner. In no event may such costs and expenses be recovered by an Owner against the Association or Developer, unless otherwise provided by law. If the Association is such a prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's lot or unit as provided in the Article entitled "Covenant for Assessments". If any Owner or Class of Owners is a prevailing party against any other Owner or Class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

**12.2 Term and Renewal.** The grantee of any deed conveying the Property or any portion thereof, shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the provisions of this Declaration. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors and assigns, until thirty (30) years from the date this Declaration is Recorded, whereupon, they automatically shall be extended for successive renewal periods of ten (10) years each, unless seventy-five percent (75%) of the then Owners elect not to reimpose them as evidenced by an instrument executed and Recorded during the six (6) months immediately preceding the beginning of any renewal period.

### 12.3 Amendment.

(a) **Developer.** The Developer reserves and shall have the sole right, without the joinder or consent of any Owner, the Association, or the holder of any mortgage, lien or other encumbrance affecting the Property, or any other person: (i) to amend this Declaration to comply with any requirements of a governmental agency, First Mortgagee, or other person willing to make, insure or purchase mortgage loans secured by a lot; or (ii) to amend this Declaration to cure any ambiguity or error, in this Declaration, or any inconsistency between these provisions and the other Legal Documents or the Plat. Notwithstanding the above, the Developer may not amend this Declaration without the written consent of its construction lender, The First National Bank of Boston, if such construction lender's mortgage is still of record and the Association if such amendment would have the effect of waiving, lessening, impairing or otherwise interfering with the scope or enforcement of the rights granted the Association by this Declaration. Such consent may not be unreasonably withheld or delayed. Developer shall submit any such amendment to the Association and the Association shall join in such amendment or issue

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a written statement explaining the basis of its disapproval within thirty (30) days of receipt of the amendment. If the Association shall fail to respond within said thirty (30) day period, its consent shall be deemed to have been given.

(b) OWNERS. Subject to the provisions of paragraphs 12.3(a) and 12.9, this Declaration may only be amended with the joinder of the Association and: (i) on or before thirty (30) years from the date it is Recorded by an instrument executed by the Association with the formalities from time to time required of a deed under the Laws of the State of Florida and signed by not less than seventy-five percent (75%) of all Owners; and (ii) thereafter, by such instrument signed by not less than sixty percent (60%) of all Owners. No amendment shall be effective until Recorded but the Association's proper execution shall entitle it to Public Records, notwithstanding the informal execution by the requisite percentage of Owners.

12.4 Other Approvals. Notwithstanding any provision of the Legal Documents to the contrary, all of the following actions require the prior approval of the Developer (for so long as Developer owns any Lots or Units for sale in the ordinary course of business) and the holders of seventy-five percent (75%) of the First Mortgagees within the property: (i) alienation or encumbrancing of all or any portion of the Common Area, except as expressly permitted under Article II, paragraph 2.1(c), of this Declaration; (ii) amendment of this Declaration, except as expressly provided in the Article entitled "Operation and Extension" and in paragraph 12.9 of this Article; (iii) amendment of Articles of Incorporation of the Association; and the merger, consolidation, or dissolution of the Association.

12.5 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association.

(b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies.

(c) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer or guarantor of a First Mortgage giving notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Unit encumbered by its First Mortgage; (ii) any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

**12.6 Provisions Inoperative as to Initial Construction.**  
Provided that the Work has been reviewed and approved by the Association, nothing contained in this Declaration shall be interpreted, construed, applied or enforced to prevent Developer, or its contractors, subcontractors, agents, employees, successors or assigns, from doing or performing construction on all or any part of the Property owned or controlled by Developer whenever it or they determine same to be necessary, convenient or desirable to complete the Work, including:

(a) **Structures.** Erecting, constructing and maintaining such structures, including one (1) or more model homes, as may be necessary or convenient for conducting Developer's business of completing the Work, establishing the property as a residential community, and disposing of the same in parcels by sale, lease, or otherwise.

(b) **Business.** Conducting thereon its or their business of completing the Work, establishing the Property as a residential community and disposing of the Property in parcels by sale, lease, or otherwise, and conducting resales of Lots or Units within the Property or construction offices, design centers, model Units or any combination.

(c) **Signs.** Maintaining such sign or signs as are necessary, convenient or desirable in connection with the sale, lease or other transfer of the Property in parcels.

As used in this paragraph, the term "its successors or assigns" specifically does not include purchasers of Lots improved as completed residences. Developer reserves temporary easements over, across and through the Common Area for all uses and activities necessary, convenient or desirable for completing the Work, such easements to be exercised so as not to cause any material damage to the Common Area and to expire only when Developer no longer owns any Lot, Unit or land within the Property that is offered for sale in the ordinary course of Developer's business.

**12.7 Severability.** Invalidity of any particular provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the property.

**12.8 Notices.** Any notices required to be sent to any member, Owner or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or Owner on either the records of the Association or the Public Records of St. Johns County, Florida, at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

**12.9 Annexation of Contiguous Land.** Notwithstanding any other provision of this Declaration to the contrary, the Developer reserves and shall have the sole right to annex additional contiguous land, on which a condominium, marina or additional lots may be developed, and make same subject to this Declaration without the joinder or consent of any Owner, the Association, the holder of a mortgage or lien affecting the property or any other person. Notwithstanding, the aforesaid, nothing herein shall be deemed a joinder by the First National Bank of Boston, in this Declaration. The Owners of Units situated on such additional contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, rules, regulations

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and By-Laws in the same manner and with the same effect as the original Unit Owners.

12.10 Required Consents and/or Approvals. Any and all consents and/or approvals required by the terms and provisions of this Declaration may be withheld in the sole and absolute discretion of the party whose consent and/or approval is being requested.

IN WITNESS WHEREOF, Developer has executed this Declaration the date stated above.

Signature witnessed by:

VILANO VENTURE, INC.

*Tracy K. [Signature]*  
*John D. Bailey, Jr.*

By: *[Signature]*  
 its President  
 "Developer"

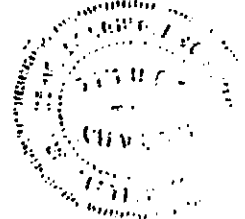
STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15 day of July, 1987, by Ronald N. Schmitz, known to me to be the President of Vilano Venture, Inc., a Florida corporation.

*John D. Bailey, Jr.*  
 Notary Public, State of Florida

My Commission Expires: 7/25/88



NOTE: Legibility of writing:  
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M731 PART 2010

## EXHIBIT "A"

A portion of Government Lot 1, Section 32, Township 6 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Westerly right-of-way line of State Road No. A-1-A (a 66.0' right-of-way as now established) with the Northerly line of said Government Lot 1; thence S. 16°30'00" E., along said Westerly right-of-way line of State Road No. A-1-A, 454.0' to the Point of Beginning, said Point of Beginning also being a point of curvature of a curve concave Northwesterly and having a radius of 25.0'; thence Southwesterly along and around the arc of said curve an arc distance of 39.27'; said arc being subtended by a chord bearing and distance of S. 28°30'00" W., 35.36' to a point of reverse curve concave Southeasterly and having a radius of 180.56'; thence Southwesterly along and around the arc of said curve, an arc distance of 125.19' said arc being subtended by a chord bearing and distance of S. 54°20'47" W., 122.9' to a point of tangency of said curve; thence S. 35°27'35" W., 6.9' to a point of curvature of a curve concave Northwesterly and having a radius of 174.22'; thence Southwesterly along and around the arc of said curve, an arc distance of 106.55', said arc being subtended by a chord bearing and distance of S. 52°58'47" W., 104.9' to a point of a compound curve, being concave Northwesterly and having a radius of 303.45'; thence Southwesterly along and around the arc of said curve, an arc distance of 22.01', said arc being subtended by a chord bearing and distance of S. 72°34'39" W., 22.0' to a point of a compound curve concave Northeasterly and having a radius of 25.0'; thence Northwesterly along and around the arc of said curve, an arc distance of 43.28', said arc being subtended by a chord bearing and distance of N. 55°10'21" W., 38.4' to a point of tangency of said curve; thence N. 5°00'00" E., 12.95' to a point of curvature of a curve concave Southwesterly and having a radius of 928.72'; thence Northwesterly along and around the arc of said curve, an arc distance of 106.41', said arc being subtended by a chord bearing and distance of N. 10°45'00" W., 106.09' to a point of tangency of said curve; thence N. 16°30'00" W., 415.52' to the Northerly line of said Government Lot 1; thence N. 89°24'25" W., 690.00'; thence S. 42°36'09" W., 78.01'; thence S. 3°25'25" W., 90.0'; thence S. 3°25'26" W., 60.0'; to a point on a curve, said curve being concave Southwesterly and having a radius of 677.74'; thence Southeasterly along and around the arc of said curve, an arc distance of 360.06', said arc being subtended by a chord bearing and distance of S. 71°21'24" E., 355.84' to a point of a compound curve, being concave Southwesterly and having a radius of 25.0'; thence Southwesterly along and around the arc of said curve, an arc distance of 31.57', said arc being subtended by a chord bearing and distance of S. 19°57'54" E., 29.51' to a point of reverse curve, said curve being concave Easterly and having a radius of 53.95'; thence Southeasterly along and around the arc of said curve, an arc distance of 56.55', said arc being subtended by a chord bearing and distance of S. 13°49'20" E., 54.0' to a point of tangency of said curve; thence S. 43°51'05" E., 141.73' to a point of curvature of a curve concave Northerly and having a radius of 51.45'; thence Easterly along and around the arc of said curve, an arc distance of 60.78', said arc being subtended by a chord bearing and distance of S. 77°41'53" E., 57.31' to a point of reverse curve of a curve concave Southerly and having a radius of 25.0'; thence Easterly along and around the arc of said curve, an arc distance of 30.94', said arc being subtended by a chord bearing and distance of S. 76°05'20" E., 29.0' to a point of tangency of said curve thence S. 40°38'00" E., 57.12' to a point of curvature of a curve concave Northerly and having a radius of 363.45'; thence Southeasterly and Easterly along and around the arc of said curve, an arc distance 436.05', said arc being subtended by a chord bearing and distance of S. 75°03'59" E., 411.03' to a point of a compound curve, being concave Northwesterly and having a radius of 374.99'; thence Northeasterly along and around the arc of said curve, an arc distance of 99.41', said arc being subtended by a

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this document.

EXHIBIT "A", PAGE TWO

O.R. 1150 PG 1420

chord bearing and distance of N. 62°54'19" E., 99.12' to a point of tangency of said curve; thence N. 55°10'38" E., 22.94' to a point of curvature of a curve concave Southeasterly and having a radius of 312.34'; thence Northerly along and around the arc of said curve, an arc distance of 99.16'; said arc being subtended by a chord bearing and distance of N. 64°24'20" E., 98.74' to a point of a compound curve concave Southwesterly and having a radius of 25.0'; thence Southeasterly along and around the arc of said curve, an arc distance of 39.27', said arc being subtended by a chord bearing and distance of S. 61°30'00" E., 35.36' to a point on the Westerly right-of-way line of said State Road No. A-1-A; thence N. 16°30'00" W., along said Westerly right-of-way line, 150.0' to the Point of Beginning.

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OR 75-8  
B 1961

**FIRST AMENDMENT  
TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
VILLAGES OF VILANO**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAGES OF VILANO is made by VILANO VENTURE, INC., a Florida corporation, ("Developer"), this 21<sup>st</sup> day of July, 1987.

**W I T N E S S E T H :**

**WHEREAS**, Developer desires to amend the Declaration of Covenants and Restrictions for Villages of Vilano, recorded in Official Records Book 731, Pages 1986 through 2031, of the public records of St. Johns County, Florida in order to annex additional contiguous land and make same subject to the provisions of said Declaration pursuant to Paragraph 12.9 thereof; and

**WHEREAS**, Developer desires to further amend said Declaration to change the amount of the applicable annual assessment against Lots or Units in which the Developer owns an interest and which are not being occupied as a residence as provided in Paragraph 6.8 thereof.

**NOW THEREFORE**, Developer hereby amends the aforesaid Declaration of Covenants and Restrictions for Villages of Vilano as follows:

1. The real property described on Exhibit "A" attached hereto, which Developer has caused to be surveyed and platted as Villages of Vilano Unit 2, in accordance with the plat thereof recorded in Map Book 20, Page 61, public records of St. Johns County, Florida, and the real property described on Exhibit "B", on which Developer intends to develop a Condominium, are hereby made subject to the aforesaid Declaration of Covenants and Restrictions for Villages of Vilano and shall be held, occupied, sold and transferred subject to the easements, restrictions, charges, liens and covenants of said Declaration, as amended from time to time, which Developer is imposing for the benefit of all owners of the property or portions thereof for the purpose of preserving the value and maintaining the desirability of same. The owners of Lots and/or Units situated on the real properties described on Exhibits "A" and "B" shall be members of the Villages of Vilano Homeowners' Association, Inc. in accordance with the provisions of the

MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document.

IN WITNESS WHEREOF, the Developer has executed this First Amendment to the Declaration of Covenants and Restrictions for Villages of Vilano the date stated above.

Signed, sealed and delivered  
in the presence of,

Tracy K. [Signature]  
James [Signature]

VILANO VENTURE, INC., a Florida corporation

By: [Signature]  
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 1987, by RONALD N. SCHMITZ, known to me to be the President of VILANO VENTURE, INC., a Florida corporation.

[Signature]  
Notary Public, State of Florida  
My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires May 23, 1988  
Bonded by Lionamerica Insurance Co.

MEMO: Legibility of writing.  
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this document.

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, COMPRISING THE VILLAGES OF VILANO PLANNED UNIT DEVELOPMENT (PUD) PHASE TWO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A-1-A (A 66.0' RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY LINE OF SAID GOVERNMENT LOT 1; THENCE N. 89°24'25" W., 1,037.00 FEET ALONG SAID NORTHERLY LINE, OF GOVERNMENT LOT 1, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY LINE OF NORTH BEACH SUBDIVISION AS RECORDED IN MAP BOOK 3, PAGE 28 OF THE PUBLIC RECORDS OF SAID COUNTY,

THENCE S. 00°35'35" W. A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING,

THENCE S. 02°55' 00" E. A DISTANCE OF 118.00 FEET,

THENCE S. 71°55' 00" E. A DISTANCE OF 106.00 FEET,

THENCE S. 59°55' 00" E. A DISTANCE OF 151.00 FEET,

THENCE S. 04°25' 00" E. A DISTANCE OF 72.00 FEET,

THENCE S. 41°10' 00" E. A DISTANCE OF 243.00 FEET,

THENCE N. 85°20' 00" E. A DISTANCE OF 60.00 FEET,

THENCE S. 46°40' 00" E. A DISTANCE OF 82.00 FEET,

THENCE S. 53°20' 00" W. A DISTANCE OF 93.00 FEET,

THENCE S. 36°40' 00" E. A DISTANCE OF 76.00 FEET,

THENCE N. 89°20' 00" E. A DISTANCE OF 99.00 FEET,

THENCE N. 24°20' 00" E. A DISTANCE OF 66.00 FEET,

THENCE S. 71°40' 00" E. A DISTANCE OF 84.00 FEET,

THENCE S. 07°40' 00" E. A DISTANCE OF 114.43 FEET,

THENCE S. 04°20' 00" W. A DISTANCE OF 215.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CANCABA ROAD (A 30.0' COUNTY ROAD, AS DESCRIBED AND RECORDED IN DEED BOOK 155, PAGE 572 OF THE PUBLIC RECORDS OF SAID COUNTY).

THENCE S. 73°33' 47" W. A DISTANCE OF 816.61 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CANCABA ROAD

THENCE N. 85°30' 03" W. A DISTANCE OF 104.94 FEET,

THENCE N. 16°20' 19" W. A DISTANCE OF 469.01 FEET,

THENCE N. 00°28' 19" E. A DISTANCE OF 24.97 FEET,

THENCE N. 05°05' 10" E. A DISTANCE OF 52.30 FEET,

THENCE N. 17°07' 46" W. A DISTANCE OF 60.13 FEET,

THENCE N. 10°10' 15" W. A DISTANCE OF 54.15 FEET,

THENCE N. 14°46' 49" E. A DISTANCE OF 69.19 FEET,

THENCE N. 45°24' 05" E. A DISTANCE OF 64.16 FEET,

THENCE N. 42°01' 02" E. A DISTANCE OF 55.77 FEET,

THENCE N. 20°05' 36" E. A DISTANCE OF 46.71 FEET,

THENCE N. 02°14' 54" E. A DISTANCE OF 67.19 FEET,

THENCE N. 42°14' 34" E. A DISTANCE OF 38.68 FEET,

THENCE N. 04°00' 39" E. A DISTANCE OF 9.00 FEET,

THENCE N. 42°04' 15" W. A DISTANCE OF 17.89 FEET TO THE POINT OF BEGINNING, LANDS THUS DESCRIBED CONTAIN 13.48 ACRES.

Legal description - Unit 1-B

O.R. 1150 PG 1424

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

Begin at the intersection of the north line of U.S. Government Lot #1, and the westerly right-of-way of State Road A-1-A. Thence run south 16°30'00" east, 454 feet to the point of a curve to the right (having a radius of 25 feet, a chord of 35.36 feet and a chord bearing of south 28°30'00" west) thence along the arc of said curve 39.27 feet to a point of reverse curve (having a radius of 188.56 feet, a chord of 122.90 feet and a chord bearing of south 54°28'47" west) thence along the arc of said curve 125.19 feet to a point of tangency, thence south 35°27'35" west 6.90 feet to the point of a curve to the right (having a radius of 174.22 feet, a chord of 104.90 feet and a chord bearing of south 52°58'50" west) thence along the arc of said curve 106.55 feet to the point of a compound curve to the right (having a radius of 303.45 feet, a chord of 22.00 feet, and a chord bearing of south 72°34'39" west) thence along the arc of said curve 22.01 feet to the point of a compound curve to the right (having a radius of 25.00 feet, a chord of 38.40 feet and a chord bearing of north 55°10'21" west) thence along the arc of said curve 43.78 feet to the point of tangency. Thence north 05°00'00" west 12.95 feet, to the point of a curve to the left (having a radius of 928.72 feet, a chord of 186.09 feet and a chord bearing of north 10°45'00" west) thence along the arc of said curve 186.41 feet to the point of tangency, thence north 16°30'00" west 415.52 feet to a point, thence north 89°24'25" west 690.00 feet, thence north 42°36'09" east 9.21 feet thence south 09°00'05" east 966.05 feet to the point of beginning. The above described area encompasses 3.578 acres.

FILED AND RECORDED IN  
BOOK 1150 OF  
ST. JOHNS COUNTY, FLA.

1981 JUN 10 PM 3:11

Paul "Bud" H. H. H.  
CLERK OF CIRCUIT COURT

MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document.

THE FIRST NATIONAL BANK OF BOSTON, a national banking association, the owner and holder of a first mortgage upon the real property described in the foregoing Declaration of Covenants and Restrictions for VILLAGES OF VILANO, which mortgage is dated February 1, 1907, and recorded in Official Records Book 734, Page 980 Public Records of St. Johns County, Florida, hereby agrees to the filing of said First Amendment to the Declaration of Covenants and Restrictions for VILLAGES OF VILANO, as covenants running with the land and to the subordination of the lien of its said mortgage to the terms of the aforesaid Declaration of Covenants and Restrictions for VILLAGES OF VILANO, as amended.

DATED this \_\_\_\_\_ day of July, 1987.

Signed, sealed and delivered  
in the presence of:

*[Signature]*  
*[Signature]*

COMMONWEALTH  
STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

THE FIRST NATIONAL BANK OF BOSTON,  
a national banking association

By: *[Signature]*  
John A. DeCamp  
its ~~Authorized Officer~~ Authorized Officer

(Seal)

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared JOHN A. DeCAMP, as ~~Authorized Officer~~ of THE FIRST NATIONAL BANK OF BOSTON, a national banking association, known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such officer for the uses and purposes therein expressed and same is the act and deed of said corporation.

Commonwealth  
WITNESS my hand and official seal in the County and ~~State~~ of  
last aforesaid this 28th day of July, 1987.

*[Signature]*  
Notary Public, ~~State~~ of Mass.  
My Commission Expires: \_\_\_\_\_

Francis Pagan  
NOTARY PUBLIC  
My Commission Expires April 22, 1994

MEMO: Legibility of writings.  
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this document.



CONSENT OF

O.R. 1150 PG 1426

THE VILLAGES OF VILANO HOMEOWNERS' ASSOCIATION, INC.

THE UNDERSIGNED, being all the Directors and Officers of the VILLAGES OF VILANO HOMEOWNERS' ASSOCIATION, INC., do hereby consent on behalf of said Association to the execution and recording of the foregoing First Amendment to the Declaration of Covenants and Restrictions for Villages of Vilano.

DATED this 27<sup>th</sup> day of July, 1987.

Signed, sealed and delivered  
in the presence of

Bruce L. Baker  
Reuben H. Baker

VILLAGES OF VILANO HOMEOWNERS'  
ASSOCIATION, INC.

By: James Kashou  
James Kashou, President/Director

By: Tracy Rutz  
Tracy Rutz, Vice-President/  
Director

By: Sharyn Kenson  
Sharyn Kenson, Secretary/  
Treasurer/Director

STATE OF FLORIDA

COUNTY OF ST. JOHN

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared JAMES KASHOU, as President/Director; TRACY RUTZ, as Vice-President/Director and SHARYN KENSON, as Secretary/Treasurer/Director of THE VILLAGES OF VILANO HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same as such officers for the uses and purposes therein expressed and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27<sup>th</sup> day of July, 1987.

Dorothy J. Pleitner  
Notary Public, State of Florida  
My Commission Expires

Notary Public, State of Florida  
My Commission Expires Feb. 25, 1989  
Bonded through Lawyers Surety Corporation

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## DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

VILLAGES OF VILANO

O.R. 1150 PG 1427

THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAGES OF VILANO is made by VILANO VENTURE, INC., a Florida corporation, (the "Developer"), this 14<sup>th</sup> day of March, 1987.

## W I T N E S S E T H :

WHEREAS, Developer desires to amend the Declaration of Covenants and Restrictions for Villages of Vilano, dated January 15, 1987 and recorded in Official Records Book 731, Pages 1986 through 2031, Public Records of St. Johns County, Florida, in order to substitute a revised legal description for the legal description attached to said Declaration and to modify certain provisions of said Declaration.

NOW, THEREFORE, Developer hereby amends the aforesaid Declaration of Covenants and Restrictions for Villages of Vilano as follows:

1. The legal Description of the real property restricted by the aforesaid Declaration of Covenants and Restrictions for Villages of Vilano is hereby deleted in its entirety and the legal description of the real property attached hereto as Exhibit "A", is hereby substituted in place thereof. Developer has caused the real property described on Exhibit "A" to be surveyed and platted as Villages of Vilano, Unit One Replat.

2. Paragraph 2.1 of Article II of said Declaration of Covenants and Restrictions for Villages of Vilano is hereby deleted in its entirety and the following Paragraph 2.1 is hereby inserted in place thereof:

2.1 Title to Common Areas and Owner's Basements of Enjoyment. The Developer will convey or cause to be conveyed to the Association, prior to the conveyance of the first lot, the title to roads and other Common Areas, excepting the property to be dedicated to St. Johns County, subject to mortgages for improvements to such Common Areas and any other Common Areas subsequently encumbered by this Declaration, taxes for the year of conveyance, restrictions, conditions and limitations of record, and easements for drainage and public utilities. Provided, within six (6) months following the conveyance of the last lot or Unit in the Property, Developer shall cause the Common Areas to be released from the lien of all mortgages for improvements to said Common Areas or any other Common Areas subsequently encumbered by this Declaration. Every Owner has a non-exclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and passes with, the title to every lot and Unit developed on the Property, subject to the easements and other property rights granted in the Article and to the following:

(a) Fees. The Association's right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) Suspension. The Association's right: (i) to suspend the voting rights of any Owner for any period during which any assessment against such Owner's lot or Unit remains unpaid; (ii) to suspend such Owner's right to use any recreational facility owned or controlled by the Association, or provided for its exclusive or non-exclusive benefit, for the same period; and (iii) to suspend any Owner's right to the use of any such recreational facility for a period not to exceed sixty (60) days for any material infractions of the Association's rules and regulations.

NOTED AND RECORDED  
BY: [illegible]  
DATE: [illegible]

O.R. 1150 PG 1428

O.N. 740 PG 0079

STATE OF FLORIDA

COUNTY OF ST. JOHNS

10th The foregoing instrument was acknowledged before me this day of March, 1987, by RONALD N. SCHMITZ, known to me to be the President of Vilano Venture, Inc., a Florida corporation.



*Shawp. T. Kniss*  
Notary Public, State of Florida  
My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires May 25, 1988  
Bonded by Transamerica Insurance Co.

MEMO: Legibility of writing:  
typing or printing unsatisfactory in  
this document.

A replat of Villages of Villano as recorded in Map Book 19, pages 33 and 36 of the public records of St. Johns County, Florida, being a portion of Government Lot 1, Section 32, Township 6 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Westerly right-of-way line of State Road No. A-1-A (a 66.0' right-of-way as now established) with the Northerly line of said Government Lot 1; thence S. 16°30'00" E., along said Westerly right-of-way line of State Road No. A-1-A, 454.0' to the Point of Beginning, said Point of Beginning also being a point of curvature of a curve concave Northwesterly and having a radius of 25.0'; thence Southwesterly along and around the arc of said curve an arc distance of 39.27'; said arc being subtended by a chord bearing and distance of S. 28°30'00" W., 35.36' to a point of reverse curve concave Southeasterly and having a radius of 188.56'; thence Southwesterly along and around the arc of said curve, an arc distance of 125.19', said arc being subtended by a chord bearing and distance of S. 54°28'47" W., 122.9' to a point of tangency of said curve; thence S. 35°27'33" W., 6.9' to a point of curvature of a curve concave Northwesterly and having a radius of 174.22'; thence Southwesterly along and around the arc of said curve, an arc distance of 106.55', said arc being subtended by a chord bearing and distance of S. 52°58'47" W., 104.9' to a point of compound curve, being concave Northwesterly and having a radius of 303.45'; thence Southwesterly along and around the arc of said curve, an arc distance of 22.01', said arc being subtended by a chord bearing and distance of S. 72°34'39" W., 22.0' to a point of a compound curve concave Northwesterly and having a radius of 25.0'; thence Northwesterly along and around the arc of said curve, an arc distance of 43.78', said arc being subtended by a chord bearing and distance of N. 55°10'21" W., 38.4' to a point of tangency of said curve; thence N. 5°00'00" W., 12.95' to a point of curvature of a curve concave Southwesterly and having a radius of 928.72'; thence Northwesterly along and around the arc of said curve, an arc distance of 186.41', said arc being subtended by a chord bearing and distance of N. 10°45'00" W., 186.09' to a point of tangency of said curve; thence N. 16°30'00" W., 415.52' to a point thence N. 89°24'24" W., 690.08'; thence S. 42°36'09" W., 78.01'; thence S. 3°25'25" W., 150.00 feet to a point on a curve, said curve being concave Southwesterly and having a radius of 677.74'; thence Southeasterly along and around the arc of said curve, an arc distance of 360.06', said arc being subtended by a chord bearing and distance of S. 71°21'24" E., 355.84' to a point of a compound curve, being concave Southwesterly and having a radius of 25.0'; thence Southeasterly along and around the arc of said curve, an arc distance of 31.57', said arc being subtended by a chord bearing and distance of S. 19°57'54" E., 29.51' to a point of reverse curve, said curve being concave Easterly and having a radius of 53.95'; thence Southeasterly along and around the arc of said curve, an arc distance of 56.55', said arc being subtended by a chord bearing and distance of S. 13°49'20" E., 54.0' to a point of tangency of said curve; thence S. 43°51'05" E., 143.73' to a point of curvature of a curve concave Northerly and having a radius of 31.45'; thence Easterly along and around the arc of said curve, an arc distance of 60.78', said arc being subtended by a chord bearing and distance of S. 77°41'53" E., 57.31' to a point of reverse curve of a curve concave Southerly and having a radius of 25.0'; thence Easterly along and around the arc of said curve, an arc distance of 30.94', said arc being subtended by a chord bearing and distance of S. 76°05'20" E., 29.0' to a point of tangency of said curve; thence S. 40°38'00" E., 57.12' to a point of curvature of a curve concave Northerly and having a radius of 363.45'; thence Southeasterly and Easterly along and around the arc of said curve, an arc distance of 436.85', said arc being subtended by a chord bearing and distance of S. 75°03'59" E., 411.03' to a point of a compound curve, being concave Northwesterly and having a radius of 374.99'; thence Northeasterly along and around the arc of said curve, an arc distance of 99.41', said arc being subtended by a chord bearing and distance of N. 62°54'19" E., 99.12' to a point of tangency of said curve; thence N. 55°18'38" E., 77.94' to a point of curvature of a curve concave Southeasterly and having a radius of 312.34'; thence Northeasterly along and around the arc of said curve, an arc distance of 99.16', said arc being subtended by a chord bearing and distance of N. 64°24'20" E., 98.74' to a point of a compound curve concave Southwest-erly and having a radius of 25.0'; thence Southeasterly along and around the arc of said curve, an arc distance of 39.27', said arc being subtended by a chord bearing and distance of S. 61°30'00" E., 35.36' to a point of the Westerly right-of-way line of said State Road No. A-1-A; thence N. 16°30'00" W., along said Westerly right-of-way line 150.0' to the Point of Beginning.

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this document.



This Instrument Prepared By:  
JOHN D. BAILEY, JR.  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007

O.R. 1150 PG 1430

10-13<sup>00</sup>  
Sur-2<sup>00</sup>

**THIRD AMENDMENT**

**TO DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**VILLAGES OF VILANO**

THIS THIRD AMENDMENT to the Declaration of Covenants and Restrictions for Villages of Vilano is executed this 24th day of February, 1994, by Vilano Venture, Inc., a Florida corporation, (the "Developer") and Villages of Vilano Homeowners' Association, Inc., a Florida not-for-profit corporation, (the "Association").

**W I T N E S S E T H:**

WHEREAS, the Developer and Association desire to amend the Declaration of Covenants and Restrictions for Villages of Vilano dated January 15, 1987, and recorded in Official Records Book 731, Page 1986, as amended by Amendments recorded in Official Records Book 740, Page 0077, and Official Records Book 752, Page 1961, all of the public records of St. Johns County, Florida, (collectively the "Declaration") and the Articles of Incorporation of the Association for the purpose of extending the term of Class B membership in the Association.

NOW, THEREFORE, the Developer and the Association hereby amend the Declaration and Articles of Incorporation of the Association as follows:

1. Paragraph 4.2 of the Declaration is hereby deleted in its entirety and the following paragraph 4.2 is hereby inserted in place thereof:

**4.2 Classification.** The Association has two (2) classes of voting membership:

(a) **Class A.** So long as there is Class B membership, Class A members are all Owners, except Developer, and are entitled to one (1) vote for each Lot or Unit owned. Upon termination of Class B membership, Class A members are all Owners, including Developer, so long as Developer is an Owner. In the event Developer develops a condominium on the Property which hereafter may be made subject to the provisions of this Declaration, the Owners of said Units shall be entitled to one (1) vote per Unit.

(b) **Class B.** The Class B member(s) is the Developer and is entitled to three (3) votes for each Lot or Unit owned. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever shall occur first:

(i) At the beginning of the fiscal year immediately following the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) On December 31, 1996; or

(iii) On the date when Vilano Venture, Inc., sells, transfers or assigns a majority interest in the undeveloped phase or phases of Villages of Vilano.

2. Article IV of the Articles of Incorporation of the Association

Notar Legality of Willing  
types or printing unsatisfactory if  
this document.

is hereby deleted in its entirety and the following Article IV is hereby inserted in place thereof:

ARTICLE IV  
Classes of Membership

O.R. 1150 PG 1431

**Class A.** Class A members shall be all Owners, with the exception of the Developer, (as defined in the Declaration). Each owner shall be entitled to one (1) vote for each unit owned. When more than one (1) person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than the assigned votes be cast with respect to any lot.

**Class B.** The Class B member(s) shall be the Developer, (as defined in the Declaration) and shall be entitled to three (3) votes for each lot or unit owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(i) At the beginning of the fiscal year immediately following the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) On December 31, 1996; or

(iii) On the date when Vilano Venture, Inc., sells, transfers or assigns a majority interest in the undeveloped phase or phases of Villages of Vilano.

3. As required by Section 12.3(b) of the Declaration, the above amendments have been approved by seventy-five percent (75%) of all owners of lots within the platted phases of Villages of Vilano as evidenced by the attached Joinder and Consent of such owners.

4. All other terms and provisions of the Declaration and Articles of Incorporation of the Association not in conflict with the provisions of this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer and the Association have caused this amendment to be executed on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Amy B. Osburn  
Witness Amy B. Osburn  
Sharon L. Kenson  
Witness SHARON L. KENSON

VILANO VENTURE, INC., a Florida  
corporation

By: James P. Borris  
Its: J. P. Borris  
1655 Coastal Highway  
St. Augustine, Florida 32084

DEVELOPER

VILLAGES OF VILANO HOMEOWNERS'  
ASSOCIATION, INC., a Florida not-for-  
profit corporation

By: Gaynell Brown  
Its: Gaynell Brown  
President

1655 Coastal Highway  
St. Augustine, Florida 32084

ASSOCIATION

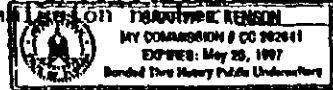
O.R. 1039 PG 1593

O.R. 1150 PG 1432

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 1994, by JAMES D. BOERIS, as VICE PRESIDENT of Vilano Venture, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ (identification and number) as identification.

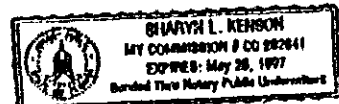
Sharyn L. Kenson  
Notary Public  
State of Florida at Large  
My commission expires: \_\_\_\_\_  
My commission number: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 1994, by GAYNELL BONNER, as VICE PRESIDENT of Villages of Vilano Homeowners' Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ (identification and number) as identification.

Sharyn L. Kenson  
Notary Public  
State of Florida at Large  
My commission expires: \_\_\_\_\_  
My commission number: \_\_\_\_\_



Recorded in Public Records St. Johns County, FL  
Clerk # 94006973 O.R. 1039 PG 1594 10:57AM 02-28-94  
Recording 17.00 Surcharge 2.50  
This Instrument Prepared By:  
KATHERINE G. JONES  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007



O.R. 1150 PG 1433

FOURTH AMENDMENT

TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
VILLAGES OF VILANO

THIS FOURTH AMENDMENT to the Declaration of Covenants and Restrictions for Villages of Vilano is executed this 24th day of February, 1994, by Vilano Venture, Inc., a Florida corporation, (the "Developer") and Villages of Vilano Homeowners' Association, Inc., a Florida not-for-profit corporation, (the "Association").

W I T N E S S E T H :

WHEREAS, the Developer and Association desire to amend the Declaration of Covenants and Restrictions for Villages of Vilano dated January 15, 1987, and recorded in Official Records Book 731, Page 1986, as amended by Amendments recorded in Official Records Book 740, Page 0077, Official Records Book 752, Page 1961, and Official Records Book 1031, Page 1591, all of the public records of St. Johns County, Florida, (collectively the "Declaration") in order to annex additional contiguous land and make same subject to the provisions of said Declaration pursuant to Paragraph 12.9 thereof;

NOW, THEREFORE, the Developer hereby amends the Declaration of Covenants and Restrictions for Villages of Vilano as follows:

The real property described on Exhibit "A" attached hereto, which Developer has caused to be surveyed and platted as Villages of Vilano Unit III, in accordance with the plat thereof recorded in Map Book 26, Pages 62 through 65, of the public records of St. Johns County, Florida, is hereby made



subject to the aforesaid Declaration of Covenants and Restrictions for Villages of Vilano and shall be held, occupied, sold, and transferred subject to the easements, restrictions, charges, liens, and covenants of said Declaration, as amended from time to time, which Developer is imposing for the benefit of all owners of the property or portions thereof for the purpose of preserving the value and maintaining the desirability of same. The owners of Lots or Units situated on the real property described on Exhibit "A" shall be members of the Villages of Vilano Homeowners' Association, Inc., in accordance with the provisions of the aforesaid Declaration and shall be subject to all covenants, rules, regulations, and by-laws in the same manner and with the same effect as the owners of Lots or Units situated on the real property described in the aforesaid Declaration.

IN WITNESS WHEREOF, the Developer has executed this Fourth Amendment to the Declaration of Covenants and Restrictions for Villages of Vilano the date stated above.

1

Signed, sealed and delivered  
in the presence of:

Ray B. Osburn  
Witness Ray B. Osburn  
Shayne L. Kewen  
Witness Shayne L. Kewen

VILANO VENTURE, INC., a  
Florida corporation

By: James D. Borrelli  
Its: V. PRES.  
3655 Coastal Highway  
St. Augustine, Florida  
32084

DEVELOPER

VILLAGES OF VILANO  
HOMEOWNERS' ASSOCIATION,  
INC., a Florida not-for-  
profit corporation

By: James D. Borrelli  
Its: V. PRES.  
3655 Coastal Highway  
St. Augustine, Florida  
32084

ASSOCIATION

Ray B. Osburn  
Witness Ray B. Osburn  
Shayne L. Kewen  
Witness Shayne L. Kewen

STATE OF FLORIDA

COUNTY OF ST. JOHNS

O.R. 1039 PG 1596

O.R. 1150 PG 1435

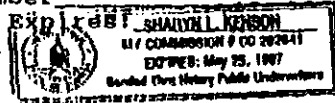
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 1994, by JAMES D. BORRIS, the VICE PRESIDENT of Vilano Venture, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

Sharyn L. Kenson  
Signature of Notary

Name of Notary Typed, Printed or Stamped

Commission Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_



STATE OF FLORIDA

COUNTY OF ST. JOHNS

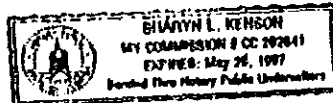
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 1994, by GAYNELL BONNER, the VICE PRESIDENT of Villages of Vilano Homeowners' Association, a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

Sharyn L. Kenson  
Signature of Notary

Name of Notary Typed, Printed or Stamped

Commission Number \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## EXHIBIT "A"

## VILLAGES OF VILANO - UNIT III

## Legal Description

A portion of U.S. Government Lot 1, Section 32, Township 6 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the westerly right of way line of State Road No. A-1-A (a 66 foot right of way as now established) and the north line of said U.S. Government Lot 1;

Thence North 89° 00' 05" West along said north line, the same being the north line of Villages of Vilano, Unit I, replat as recorded in Map Book 20 pages 32 and 33 of the Public Records of said county, a distance of 966.05 feet to the northwest corner of said plat, said point being the POINT OF BEGINNING;

Thence along the westerly line said Villages of Vilano, Unit I, replat the following two courses: South 42° 36' 09" West, a distance of 87.22 feet;

Thence South 03° 25' 26" West, a distance of 150.00 feet to the intersection with the southerly right of way line of Village Drive (a 60 foot right of way as shown on said plat, said right of way line being a curve concave southerly having a radius of 677.74 feet);

Thence easterly along the arc of said curve and said right of way line being subtended by a chord bearing of South 86° 16' 52" East and a chord distance of 6.95 feet to a point on said curve and said right of way line, said point also being the intersection with the westerly line of Villages of Vilano, Unit II, as recorded in Map Book 20 pages 61 through 65 of the aforementioned public records;

Thence southerly along the westerly lines of said plat the following eleven courses:

South 04° 00' 39" West, a distance of 8.97 feet;  
 Thence South 42° 14' 34" West, a distance of 38.69 feet;  
 Thence South 02° 14' 54" West, a distance of 67.19 feet;  
 Thence South 20° 05' 36" West, a distance of 46.71 feet;  
 Thence South 42° 01' 02" West, a distance of 55.77 feet;  
 Thence South 45° 24' 05" West, a distance of 64.16 feet;  
 Thence South 14° 46' 49" West, a distance of 69.19 feet;  
 Thence South 10° 10' 15" East, a distance of 54.14 feet;  
 Thence South 17° 07' 46" East, a distance of 60.12 feet;  
 Thence South 05° 05' 10" West, a distance of 52.30 feet;  
 Thence South 04° 15' 03" West, a distance of 19.27 feet;

Thence North 84° 17' 42" West, departing from said westerly line, a distance of 1011.13 feet;

Thence North 07° 20' 00" West, a distance of 527.39 feet to the intersection with the westerly prolongation of the northerly right of way line of 23rd street as established by North Beach Subdivision as recorded in Map Book 3, page 28 of the aforementioned public records;

Thence North 67° 48' 00" East along said line, a distance of 245.66 feet to the intersection with the aforementioned north line of U.S. Government Lot 1;

Thence South 89° 00' 05" East along said north line, a distance of 1031.99 feet to the POINT OF BEGINNING.

Containing 16.58 acres more or less.

MEMO: Legibility of writing,  
 typing or printing unsatisfactory in  
 this document.

IDENTIFICATION OF UNITS

Building One:

Unit 320A  
Garage Unit A

Unit 320B  
Garage Unit B

Unit 320C  
Garage Unit C

Unit 320D  
Garage Unit D

Unit 320E  
Garage Unit E

Unit 320F  
Garage Unit F

Building Two:

Unit 324A  
Garage Unit A

Unit 324B  
Garage Unit B

Unit 324C  
Garage Unit C

Unit 324D  
Garage Unit D

Unit 324E  
Garage Unit E

Unit 324F  
Garage Unit F

Building Three:

Unit 328A  
Garage Unit A

Unit 328B  
Garage Unit B

Unit 328C  
Garage Unit C

Unit 328D  
Garage Unit D

Unit 328E  
Garage Unit E

Unit 328F  
Garage Unit F

Building Four:

Unit 332A  
Garage Unit A

Unit 332B  
Garage Unit B

Unit 332C  
Garage Unit C

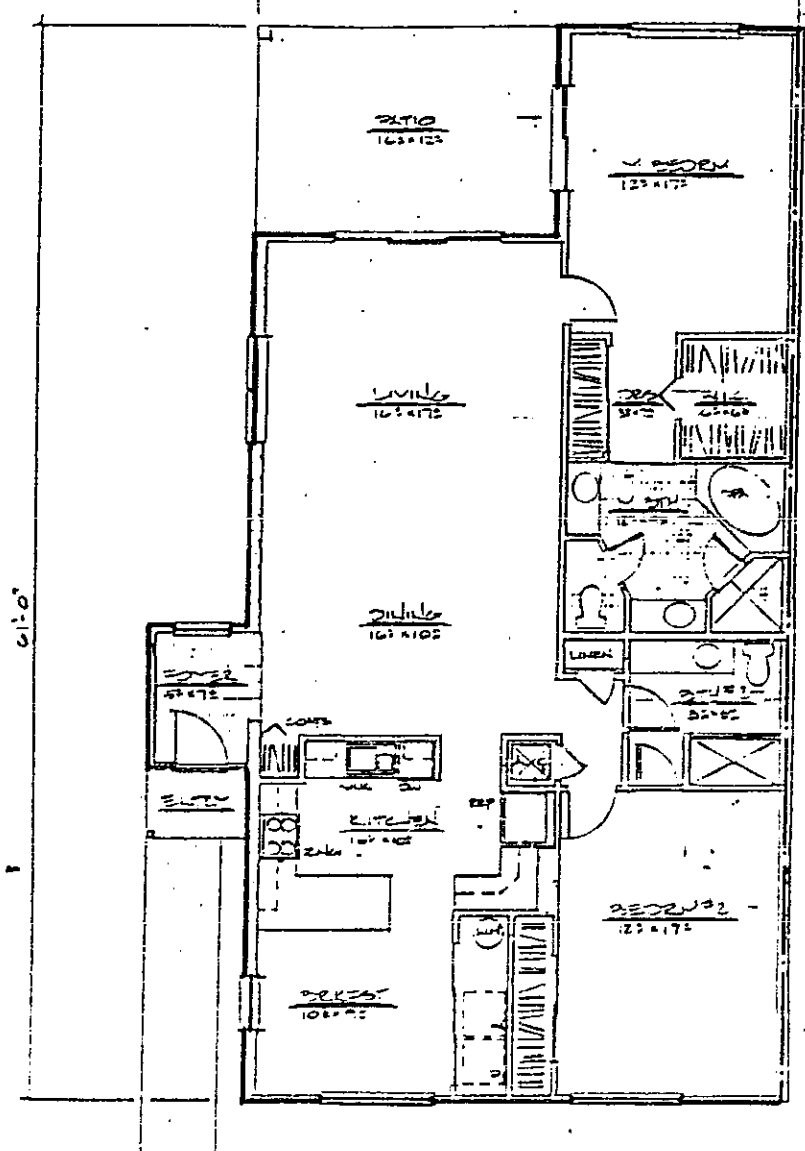
Unit 332D  
Garage Unit D

Unit 332E  
Garage Unit E

Unit 332F  
Garage Unit F

EXHIBIT

C



O.R. 1150 PG 1438

Not 3:

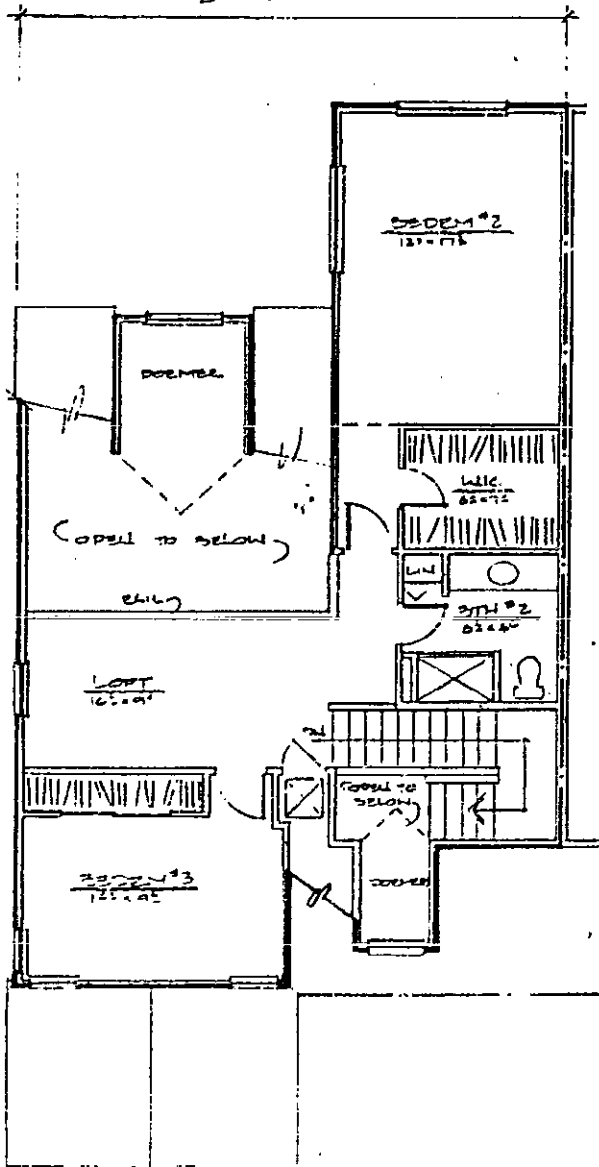
1. Bold line indicates limits of the unit.
2. This unit plan is representational. The dimensions shown may vary slightly.
3. All areas and improvements exclusive of the units are common elements of the condominium.
4. The balconies and patios shown are common elements limited to the use of the adjacent unit.
5. All improvements shown are proposed.

FLOOR PLAN  
1/25/15 558 SF

MODEL A

EXHIBIT  
D

THE MARINA HOMES AT  
VILLAGES OF VILLAS  
STEVEN M. SCHNYER



- Notes:
1. Bold line indicates limits of the unit.
  2. This unit plan is representational. The dimensions shown may vary slightly.
  3. All areas and improvements exclusive of the units are common elements of the condominium.
  4. The balconies and patios shown are common elements limited to the use of the adjacent unit.
  5. All improvements shown are proposed.

STEVEN M. SCHUYLER  
ARCHITECT P.A.  
10000 MARKET STREET  
PHILADELPHIA, PA 19103

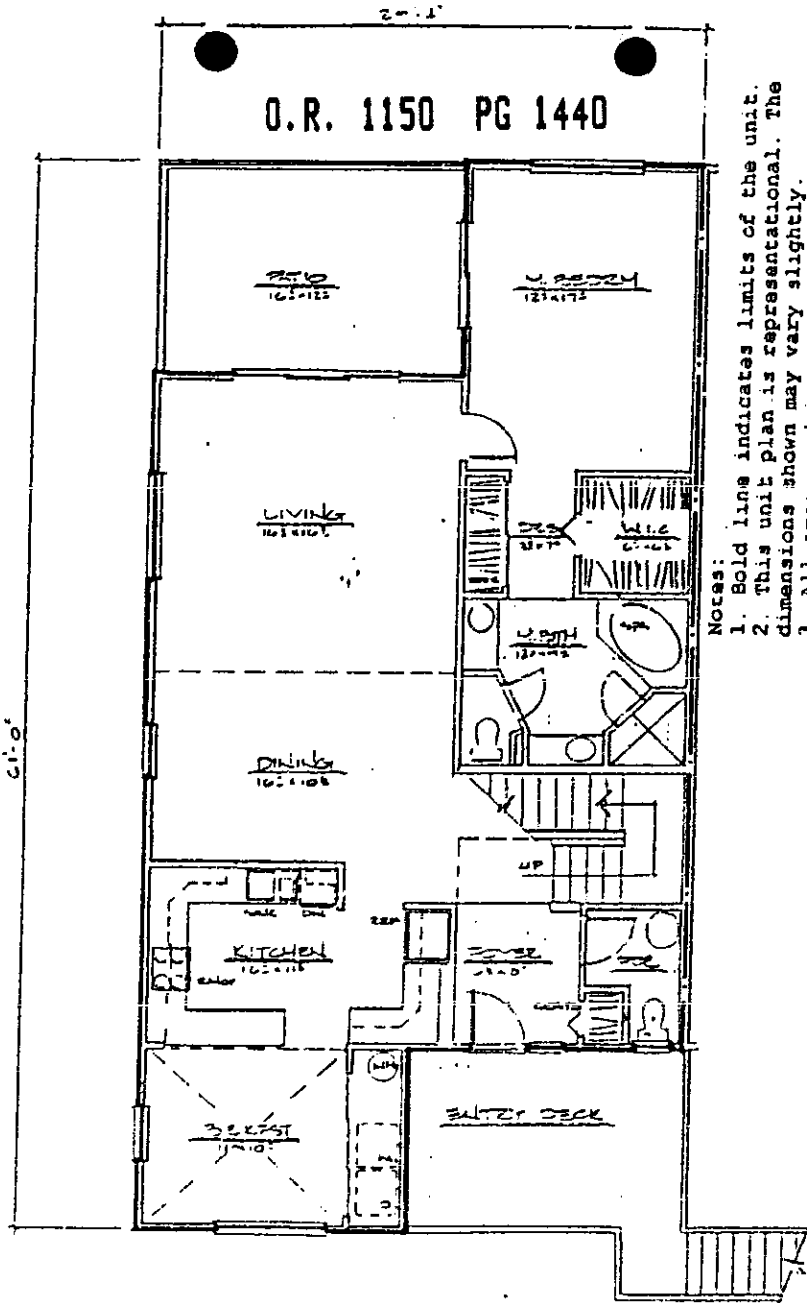
THE MAZILLA HOMES AT  
VILLAGES OF VILANO  
c/o VILANO VENTURE, INC.

FLOOR PLAN

MODEL B

EXHIBIT

E



O.R. 1150 PG 1440

**Notes:**

1. Bold line indicates limits of the unit.
2. This unit plan is representational. The dimensions shown may vary slightly.
3. All areas and improvements exclusive of the units are common elements of the condominium.
4. The balconies and patios shown are common elements limited to the use of the adjacent unit.
5. All improvements shown are proposed.

FIRST FLOOR PLAN  
1/4" = 1'-0"

**MODEL B**

**FLOOR PLAN**

THE MARINA HOMES AT  
VILLAGES OF VILANO  
402 VILANO VENTURE, INC.  
21. AVENUE, FLORIDA

STEVEN M. SCHUYLER  
ARCHITECT P.A.  
100 W. 10TH STREET, SUITE C  
P.O. BOX 1133  
MIAMI, FLORIDA 33133  
(305) 371-1001



Hand-drawn floor plan of a house. The layout includes the following rooms and features:

- PATIO**: 16' x 18'
- W. BEDRM**: 12' x 17'
- WALK**: 11' x 15'
- DINING**: 10' x 10'
- KITCHEN**: 9' x 13'
- BREAKFAST**: 7' x 9'
- BATH**: 12' x 6'
- CL. #1**: 10' x 12'
- CL. #2**: 12' x 16'
- CL. #3**: 12' x 16'
- CL. #4**: 12' x 16'
- CL. #5**: 12' x 16'
- CL. #6**: 12' x 16'
- CL. #7**: 12' x 16'
- CL. #8**: 12' x 16'
- CL. #9**: 12' x 16'
- CL. #10**: 12' x 16'
- CL. #11**: 12' x 16'
- CL. #12**: 12' x 16'
- CL. #13**: 12' x 16'
- CL. #14**: 12' x 16'
- CL. #15**: 12' x 16'
- CL. #16**: 12' x 16'
- CL. #17**: 12' x 16'
- CL. #18**: 12' x 16'
- CL. #19**: 12' x 16'
- CL. #20**: 12' x 16'
- CL. #21**: 12' x 16'
- CL. #22**: 12' x 16'
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- CL. #28**: 12' x 16'
- CL. #29**: 12' x 16'
- CL. #30**: 12' x 16'
- CL. #31**: 12' x 16'
- CL. #32**: 12' x 16'
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- CL. #39**: 12' x 16'
- CL. #40**: 12' x 16'
- CL. #41**: 12' x 16'
- CL. #42**: 12' x 16'
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- CL. #93**: 12' x 16'
- CL. #94**: 12' x 16'
- CL. #95**: 12' x 16'
- CL. #96**: 12' x 16'
- CL. #97**: 12' x 16'
- CL. #98**: 12' x 16'
- CL. #99**: 12' x 16'
- CL. #100**: 12' x 16'

PLTIO  
164A132

M. 2500M  
12:2175

بسم الله الرحمن الرحيم


~~SECRET~~

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10/10/10



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11/11/11

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1224160

Year	Percentage of Population Aged 65 and Over
1950	7.5
1960	9.5
1970	11.5
1980	13.5
1990	15.5
2000	15.5

1

1

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Page 112 of 112 Created By

FLOOR PLAN

# MODEL C

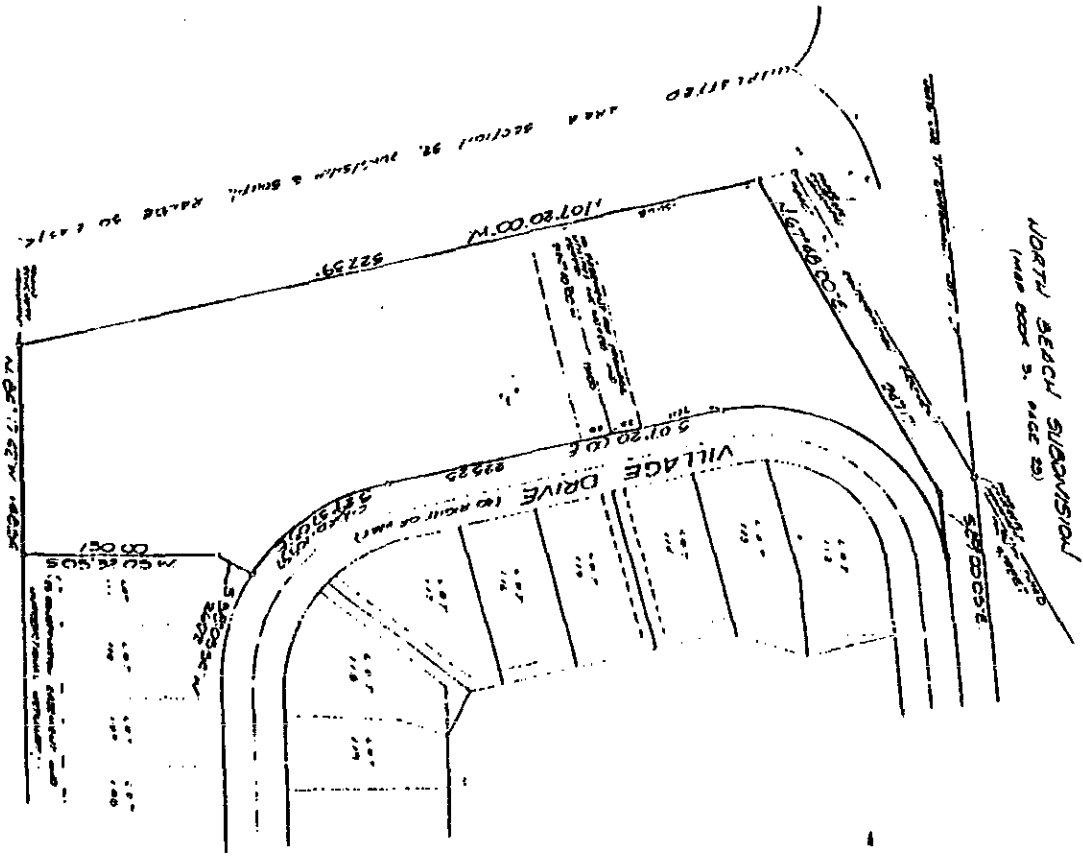
**EXHIBIT**

**F**

**Notes:**

1. Solid line indicates limits of the unit.
2. This unit plan is representational. The dimensions shown may vary slightly.
3. All areas and improvements exclusive of the units are common elements of the condominium.
4. The balconies and patios shown are common elements limited to the use of the adjacent unit.
5. All improvements shown are proposed.





77

MAP SHOWING BOUNDARY SURVEY OF

THE VILLAGES OF VILLAGE  
AND BEACH SUBDIVISION  
AS SHOWN IN THE  
PUBLIC RECORDS OF ST. JOHNS COUNTY  
FLORIDA

The Marine Homes

ET

VILLAGES OF VILLAGE

A CONDOMINIUM

NOTES

1. ALL LOTS ARE TO BE CONVEYED TO THE  
VILLAGES OF VILLAGE AND BEACH SUBDIVISION  
AS SHOWN IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY  
FLORIDA

CHARLES BASSETT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYOR

11000 N. W. 11th Avenue, Suite 100, Fort Lauderdale, Florida 33304

Phone: (305) 555-1100, Telex: 555110, Fax: (305) 555-1101

11000 N. W. 11th Avenue, Suite 100, Fort Lauderdale, Florida 33304

Phone: (305) 555-1100, Telex: 555110, Fax: (305) 555-1101

11000 N. W. 11th Avenue, Suite 100, Fort Lauderdale, Florida 33304

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11000 N. W. 11th Avenue, Suite 100, Fort Lauderdale, Florida 33304

Phone: (305) 555-1100, Telex: 555110, Fax: (305) 555-1101

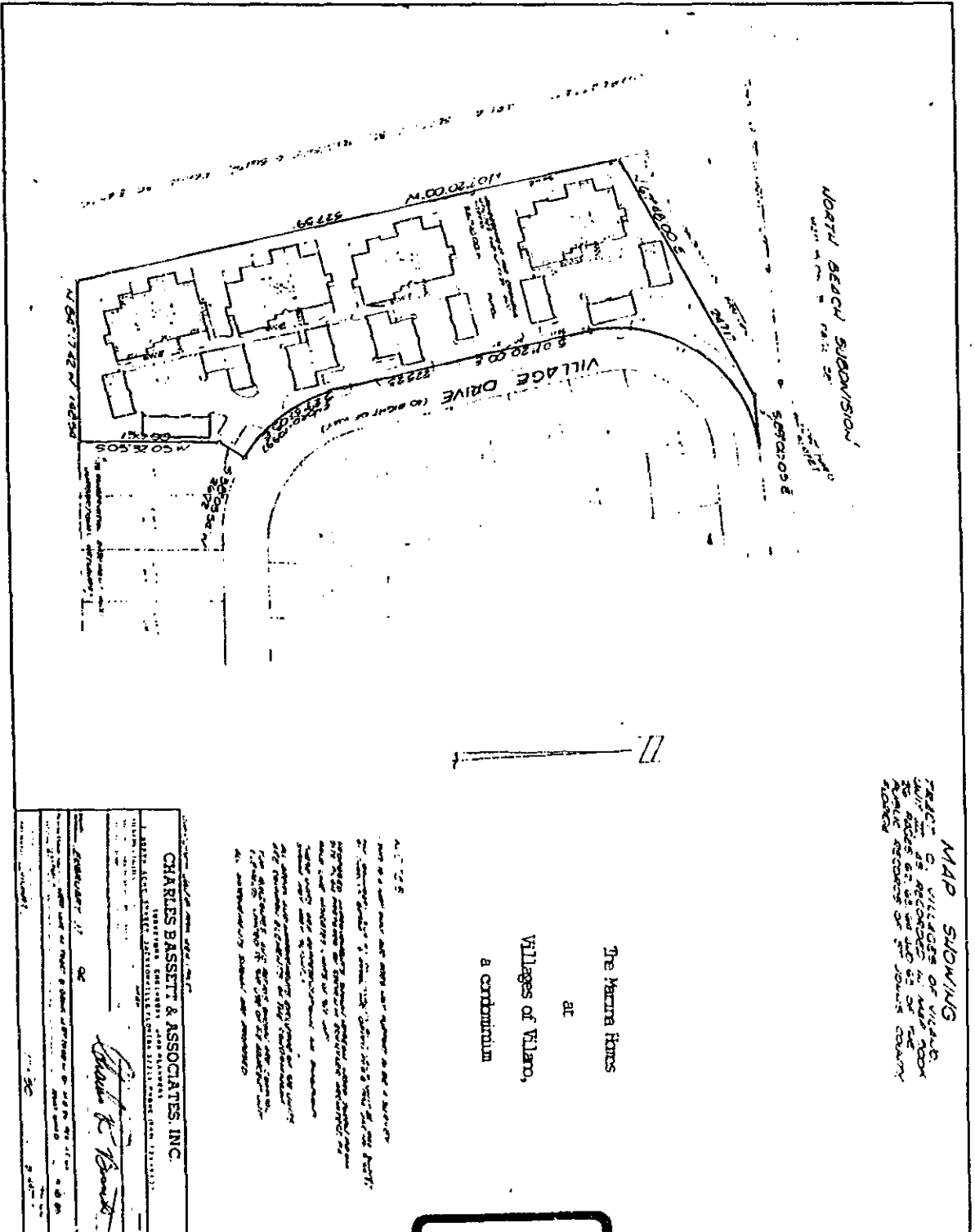
11000 N. W. 11th Avenue, Suite 100, Fort Lauderdale, Florida 33304

Phone: (305) 555-1100, Telex: 555110, Fax: (305) 555-1101

11000 N. W. 11th Avenue, Suite 100, Fort Lauderdale, Florida 33304

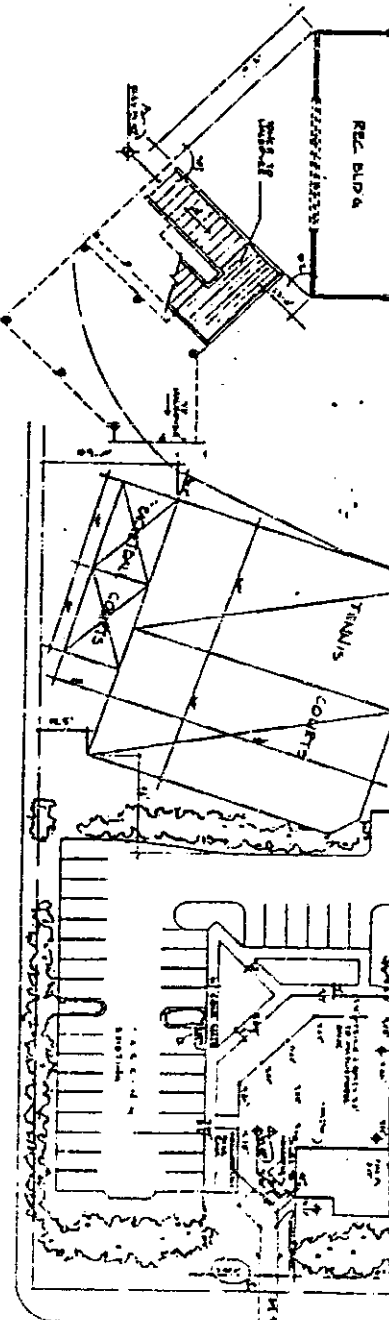
EXHIBIT

G

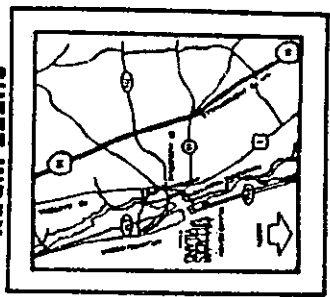


LOCATION OF TOWER REC. BLDG.

11500  
SITE PLAN (SEE SHEET 1)



- SHEET INDEX**
- |     |                          |     |                             |
|-----|--------------------------|-----|-----------------------------|
| A-1 | FRESH IDEAL              | B-1 | FOUNDATION PLAN & DETAILS   |
| A-2 | FRESH IDEAL ELEVATIONS   | B-2 | ROOF FRAMING PLAN & DETAILS |
| A-3 | W/ FLOOR PLAN            | M-1 | MURAL PLAN                  |
| A-4 | BUILDING & WALL SECTIONS | P-1 | PLUMBING PLAN               |
| A-5 | DETAILS                  | P-2 | MECH. DRAINAGE              |
| A-6 | SCHEMATIC                | E-1 | ELECTRICAL PLAN & DETAILS   |



# VILLAGES OF VILANO

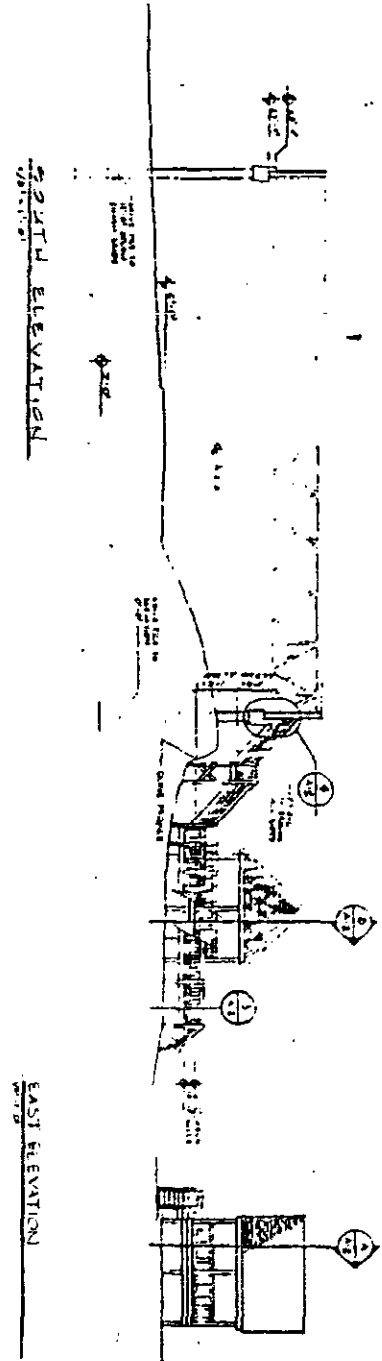
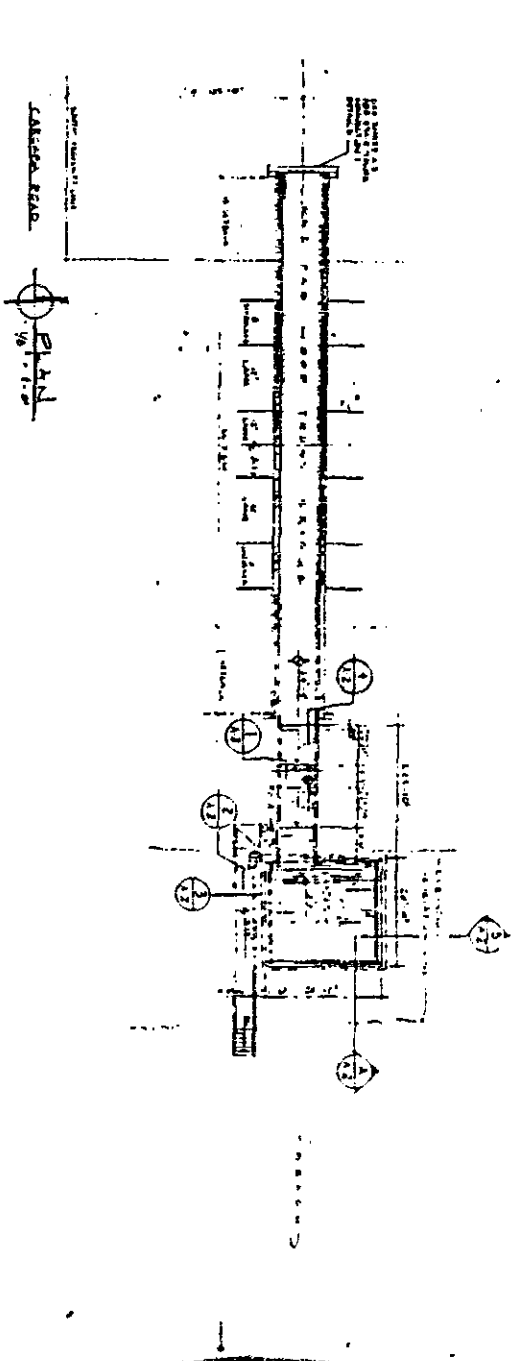
## ST. AUGUSTINE RECREATION CENTER



**EXHIBIT**

I

Project Name	VILLAGES OF VILANO	Scale	1/8" = 1'-0"
Client	DEVELOPER UNKNOWN	Sheet	1445
Architect	TIM GABRIEL & ASSOCIATES, INC.	Project	1445
Address	10000 N. 10TH AVE. SUITE 100	City	PHOENIX, AZ
State	ARIZONA	Zip	85028
Phone	(602) 998-1111	Fax	(602) 998-1112
Website	WWW.TGAINC.COM	E-mail	INFO@TGAINC.COM



ARTICLES OF INCORPORATION  
OF  
MARINA HOMES AT VILLAGES OF VILANO  
CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I

NAME

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

ARTICLE II

PURPOSE

The purposes and objectives of the corporation are such as are authorized under Chapter 718 of the Florida Statutes and include providing for the operation, maintenance, preservation, administration, and management of MARINA HOMES AT VILLAGES OF VILANO CONDOMINIUM ASSOCIATION, INC., a Condominium, located in St. Johns County, Florida

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EXHIBIT

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(hereinafter referred to as the "Condominium"), under the Florida Condominium Act.

ARTICLE III

POWERS

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

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

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

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

b. to use the proceeds of assessments in the

exercise of its powers and duties;

O.R. 1150 PG 1448

c. to maintain, repair, replace and operate the Condominium property;

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

e. to make and amend regulations respecting the use of the Condominium properties;

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

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

h. to purchase insurance upon the property and insurance for the protection of the Association and its members as unit owners;

i. to acquire title to property or otherwise hold, convey, lease, and mortgage Association property for the use and benefit of its members.

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

4. The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon corporations formed to operate condominium buildings under the provisions of Chapter 718, Florida Statutes, 1993, as amended, now or hereafter in force.

5. No compensation shall be paid to Directors for their services as Directors. Compensation, however, may be



paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Association outside of his or her duties as a Director. In this case, compensation must be approved and advanced by the Board of Directors and the vote for said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents, or attorneys for services rendered to the corporation.

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

7. All of the powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, together with its supporting documents, which govern the use of the lands to be operated and administered by this Association.

#### ARTICLE IV

##### MEMBERS

Each condominium unit shall have appurtenant

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

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

#### ARTICLE V

##### DURATION

The period of the duration of the corporation is perpetual.

ARTICLE VI  
SUBSCRIBERS

O.R. 1150 PG 1452

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

<u>Name</u>	<u>Address</u>
James D. Borris	1655 Coastal Highway St. Augustine, Florida 32095

ARTICLE VII  
OFFICERS

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

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

<u>Name</u>	<u>Office</u>
James D. Borris	President
James B. Young	Vice President
Sharyn Kenson	Secretary/Treasurer

ARTICLE VIII

DIRECTORS

O.R. 1150 PG 1453

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

<u>Name</u>	<u>Address</u>
James D. Borris	1655 Coastal Highway St. Augustine, Florida 32095
James B. Young	1655 Coastal Highway St. Augustine, Florida 32095
Sharyn Kenson	1655 Coastal Highway St. Augustine, Florida 32095

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

ARTICLE IX

BY-LAWS

O.R. 1150 PG 1454

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

ARTICLE X

AMENDMENTS TO ARTICLES

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

ARTICLE XI  
INDEMNIFICATION

O.R. 1150 PG 1455

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

and not in lieu of any and all other rights to which that person may be entitled.

ARTICLE XII

INITIAL REGISTERED OFFICE AND RESIDENT AGENT

The street address of the Registered Office of the Association is 3655 Coastal Highway, St. Augustine, Florida 32095 and the name of its initial Registered Agent at such address is James D. Borris.

James D. Borris

STATE OF FLORIDA

COUNTY OF ST. JOHNS

O.R. 1150 PG 1457

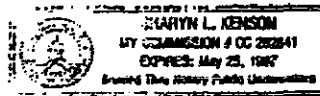
The foregoing instrument was acknowledged before me this  
7th day of September, 1994, by JAMES D. MORRIS  
\_\_\_\_\_, who is personally known to me or who produced  
\_\_\_\_\_ as identification.

Sharon L. Kenson  
Signature of Notary

Name of Notary Typed, Printed or Stamped

Commission Number \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





**ARTICLES OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION  
OF  
MARINA HOMES AT VILLAGES OF VILANO  
CONDOMINIUM ASSOCIATION, INC.**

Pursuant to the provisions of Section 617, Florida Statutes (1993), the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is Marina Homes at Villages of Vilano Condominium Association, Inc.

2. Article II of the Articles of Incorporation filed with the Office of the Secretary of State on November 4, 1994, is hereby deleted in its entirety and the following Article II substituted:

**PURPOSE**

The purposes and objectives of the corporation are such as are authorized under Chapter 718 of the Florida Statutes and include providing for the operation, maintenance, preservation, administration, and management of

Marina Homes at Villages of Vilano, a Condominium,  
located in St. Johns County, Florida (hereinafter  
referred to as the "Condominium"), under the  
Florida Condominium Act.

3. The foregoing Amendment was recommended by the  
Board of Directors and adopted by the consent of all of the  
members entitled to vote thereon.

Dated this 13<sup>th</sup> day of December, 1995.

MARINA HOMES AT VILLAGES OF  
VILANO CONDOMINIUM ASSOCIATION,  
INC.

By James D. Borris  
JAMES D. BORRIS  
Its President

By Sharyn Kenson  
SHARYN KENSON  
Its Secretary

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this 13 day of December, 1995, by James D. Borris, president of the Marina Homes at Villages of Vilano Condominium Association, Inc., Florida corporation, on behalf of the corporation. He is personally known to me, ~~er~~ has produced \_\_\_\_\_ as identification.

Karen S. Becker

Commission Number 1  
My Commission Expires: 10/5/97

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by Sharyn Kenson, secretary of the Marina Homes at Villages of Vilano Condominium Association, Inc., Florida corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

Gloria M. Banta

Commission Number \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



CONSENT TO ACTION TAKEN

WITHOUT A MEETING

The Members of Marina Homes at Villages of Vilano, Inc., a Florida corporation not-for-profit, hereby adopt the amendment to the Articles of Incorporation recommended by the Board of Directors and executed on this date by the president of the Association. This action is taken by all of the members entitled to vote without a meeting pursuant to Section 617.0701, Florida Statutes.

Dated December 12, 1995.

VILANO VENTURE, INC.  
By: [Signature]  
JAMES B. YOUNG  
Its president  
*Wic*

CONSENT TO ACTION TAKEN BY DIRECTORS  
OF  
MARINA HOMES AT VILLAGES OF VILANO  
CONDOMINIUM ASSOCIATION, INC.

Pursuant to Section 617.0821, Florida Statutes, the initial directors of Marina Homes at Villages of Vilano Condominium Association, Inc., James D. Borris, Arthur Wigchers, Jr., and Sharyn Kenson, hereby consent to the following actions taken by the initial directors without a meeting:

1. Appointment of Officers:


- a. James D. Borris is appointed president of the association.
- b. Arthur Wigchers, Jr., is appointed vice president of the association.
- c. Sharyn Kenson is appointed secretary and treasurer of the association.

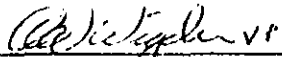
2. Corporate Seal: The seal impressed on the margin of this page is adopted as the corporate seal of the association.

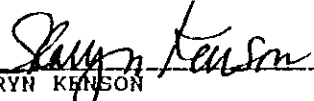
3. Depository of Corporate Funds: Barnett Bank of the St. Johns is selected as the depository for the funds to

be placed in the operating account of the association's business. The President is authorized to borrow money on behalf of the association and either the President or Secretary/ Treasurer are authorized and empowered to draw and endorse checks in the name of the association.

4. Adoption of Bylaws: The bylaws executed by the initial board of directors are hereby adopted as the bylaws of the Association.

  
\_\_\_\_\_  
JAMES D. BORRIS PRES.

  
\_\_\_\_\_  
ARTHUR WIGCHERS, JR.

  
\_\_\_\_\_  
SHARYN KENSON

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

ARTICLE ONE  
PLAN OF CONDOMINIUM OWNERSHIP

Section One.            Unit Ownership.            The  
condominium located at 3655 Coastal Highway, St. Augustine,  
Florida, known as MARINA HOMES AT VILLAGES OF VILANO  
CONDOMINIUM, A CONDOMINIUM, is submitted to the provisions of  
Chapter 718 of the Florida Statutes, known as the Condominium  
Act, by Declaration recorded simultaneously herewith in the  
St. Johns County, Public Records.

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

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

Section Four.            Office. The office of the  
Condominium shall be located at 3655 Coastal Highway, St.  
Augustine, Florida.

EXHIBIT

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ARTICLE TWO

FORM OF ADMINISTRATION

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

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

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

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

c.            The Unit Owners' representation on the Board specified above shall continue until an election,



as provided by laws and in these By-Laws, after the earliest of

1.) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

2.) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

3.) When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

4.) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

5.) Seven years after recordation of the Declaration of Condominium.

At such election, and in all subsequent elections, the unit owners other than Developer shall elect the greater of (1) a majority of the members of the Board, or (2) that number of members corresponding to the aggregate voting power of unit owners other than Developer.

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

Persons elected to the Board by Unit Owners other than Developer shall be owners, co-owners, spouses of owners, or mortgagees of units, or, in the case of corporate owners or mortgagees of units, officers, directors, shareholders, or employees of such corporations.

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

a. Maintenance, repair, replacement, cleaning, and sanitation of the common elements;

b. Determination, assessment, and collection of funds for common expenses, and payment of such expenses;

c. Adoption, distribution, amendment, and enforcement of rules governing the use and operation of the Condominium and the use of the common elements, subject to the right of a majority of unit owners to change any such rules;

d. Procurement and maintenance of insurance as hereinafter provided;

e. Maintenance of accounting records, in accordance with law and generally accepted accounting principles, which records shall be made available for inspection by unit owners and mortgagees at all reasonable times;

f. Authorization and prosecution, in the name of the Association of any and all actions and proceeding deemed necessary or appropriate in furtherance of the interests of unit owners generally, including suits to foreclose liens for non-payment of assessments or to recover money judgments for unpaid assessments;

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

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

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

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

k. Purchasing units at foreclosure or other judicial sale in the name of the Board of Administration

or its designee, corporate or otherwise, on behalf of all unit owners;

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

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

n. Contracting for repairs of, and additions and improvement to, the property, and for repairs to, and restoration of, the property in accordance with the provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and

o. Acquiring title to property or otherwise holding, leasing, mortgaging, or disposing of property in the Association's name for the use and benefit of its members.

**Section Four. Election and Terms of Office.**

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

**Section Five. Recall of Board Members.** Any

member of the Board of Administration may be removed from

office with or without cause by vote or agreement in writing of a majority of all voting interests, and a successor may then and there be elected to fill the vacancy so created.

a. **Recall by Vote.** A special meeting of the Unit Owners to recall a member or members of the Board of Administration may be called by ten (10) percent of the voting interests by giving notice of the meeting as required for a meeting of unit owners. Such notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective immediately and the recalled member shall turn over to the Board within five (5) full business days any and all records and property of the Association.

b. **Recall by Written Agreement.** If the proposed recall is by a written agreement of a majority of all voting interests, the agreement shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes (1995) and the Florida Rules of Civil Procedure. The Board of Administration shall call a meeting of the Board within five (5) full business days after receipt of the agreement and shall either certify the agreement, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records of the Association in their possession, or, within five (5) full business days, file with the Division of Florida Land Sales, Condominiums and Mobile Homes, a petition for nonbinding arbitration pursuant to Section 718.1255, Florida Statutes (1993).

If the arbitrator certifies the recall, the recall will be effective upon mailing the final order of arbitration to the Association.

c. **Election of Successor.** If less than a majority of Board members are removed as a result of such recall, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. If a majority or more Directors are removed as a result of such recall, the vacancies shall be filled in accordance with the procedural rules adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes. Any Board member so elected shall serve for the unexpired term of his predecessor in office.

d. **Hearing.** Any member whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his removal.

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

**Section Seven.** **Regular Meetings.** Regular meetings of the Board of Administration may be held at such times and places as shall from time to time be determined by the Board; provided, however, at least one (1) such meeting

shall be held during each calendar year. Notice of regular meetings of the Board of Administration shall be given to each Board member personally or by mail, telephone, or facsimile at least fourteen (14) days prior to the date set for such meeting.

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

**Section Nine. Budget Meetings.**

a. **Regular Procedure.** The Board shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than fourteen (14) days prior to the meeting at which the budget will be considered. The meeting shall be open to unit owners; however, Unit Owners shall not be entitled to vote on the annual budget except as provided in Subsection b.

b. **Substitute Budget.** If an adopted budget requires assessments against the unit owners in any fiscal or calendar year which exceed 115 percent of the assessments for the preceding year, the Board, upon written application of ten percent of the members of the Association, shall call a special meeting of the unit owners within thirty (30) days upon not less than ten (10) days' written notice to each unit owner. At the special meeting, the Unit Owners shall consider and

enact a substitute budget. The adoption of the substitute budget shall require a vote of not less than a majority vote of all members. The Board may propose a budget to the Unit Owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all the voting interests in writing, the budget shall be adopted. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessments without approval of a majority of all the voting interests.

Section Ten. Waiver of Notice. Any Board member may at any time waive notice of any meeting of the Board, in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance of any Board meeting by a member shall constitute a waiver by him or her of notice of the time and place thereof.



Section Eleven.      Notice of Board Meetings.

Notice of all meetings of the Board of Administration, which shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Written notice of any meeting at which nonemergency special assessments or amendment to rules regarding unit use will be considered shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Notice of any meeting at which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section Twelve.      Quorum. At all meetings of the

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

Section Thirteen.      Minutes. Minutes shall be

taken at all meetings of the Board of Administration. Copies

of the minutes shall be available for inspection at the office of the Association by unit owners and Board members at all reasonable times.

**Section Fourteen. Attendance by Unit Owners.**

Meetings of the Board of Administration and any committee thereof at which a quorum is present shall be open to all unit owners. Any unit owner may tape record of videotape meetings of the Board and may speak at such meetings with reference to all designated agenda items. The Board may adopt reasonable rules and regulations governing the frequency, duration, and manner of unit owner statements and governing the tape recording and videotaping of the meeting.

**Section Fifteen. Written Complaints.** When a

unit owner files a written complaint by certified mail with the Board of Administration, the Board shall respond to the unit owner within thirty (30) days of receipt of the complaint. The Board shall give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the complainant. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the complaint, provide in writing a substantive response to the complainant. The failure to provide a substantive response to the complainant as provided herein precludes the Board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

Section Sixteen.      Compensation.      The members of the Board of Administration shall serve without compensation.

ARTICLE THREE

OFFICERS

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

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

Section Three.      Removal of Officers.      On the affirmative vote of a majority of the members of the Board of Administration, any officer may be removed, with or without cause, and his successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for that purpose.

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

Section Five.      Vice President.      The Vice President shall take the place of the President and perform

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

Section Six. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Administration and of unit owners; shall have charge of such books and papers as the Board of Administration may determine; and shall have responsibility for the funds and securities of the Association, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Administration or managing agent in such depositories as may from time to time be designated by the Board of Administration, and shall, in general, perform all duties incident of the office of Secretary/Treasurer of a Florida corporation not for profit.

Section 7. Compensation. The officers shall serve without compensation.

#### ARTICLE FOUR

##### UNIT OWNERS

Section One. Annual meetings. Within seventy-five (75) days after the date on which unit owners other than Developer are entitled to elect a member or members of the Board of Administration, the Board of

Administration shall call and give notice of the first annual meeting of unit owners, which meeting shall be held not less than sixty (60) days after the date of the notice. At such meeting the election described in Article Two, Section 26 shall occur. Thereafter annual meetings of the unit owners shall be held on the first Monday of October of each succeeding year. At each such subsequent meeting the unit owners shall elect a number of members to the Board of Administration sufficient to fill all vacancies and to replace or re-elect members whose terms have expires; however, if there is only one candidate for any election, no election is required.

**Section Two. Election Procedure.** The regular election shall occur on the date of the annual meeting. Members of the Board shall be elected by written ballot or voting machine. In no event shall proxies be used.

a. **First Notice.** A first notice of an election meeting shall be mailed or delivered to each unit owner entitled to vote no less than sixty (60) days prior to the meeting.

b. **Nominations.** Any unit owner or other eligible person may nominate himself or another unit owner or eligible person provided he has written permission to nominate the other person. Any person desiring to be a candidate must give written notice to the Association at least 40 days before the scheduled election.

c. **Second Notice.** The Association shall mail or deliver a second notice of the election to all unit owners, together with a ballot which shall list all candidates. Upon request of a candidate, the

Association shall include an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot. The costs of mailing and copying shall be borne by the Association; however, the Association shall have no liability for the contents of the information sheet.

d. **Ballots.** Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of the members of the Board of Administration. No unit owner shall permit another to cast his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who requires assistance in casting his ballot for the reasons stated in Section 101.051, Florida Statutes (1995), may obtain assistance in casting the ballot. A unit owner violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes (1995).

Notwithstanding the provisions of this section, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

**Section Three. Special Meetings.** The President may, and, if directed by resolution of the Board of Administration or by petition signed and presented to the Secretary/Treasurer by unit owners owning a total of at least two-thirds (2/3) of the common interest, shall call a special meeting of unit owners. The notice of any special meeting

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

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

Section Five.      Notice of meetings. The Secretary/Treasurer shall mail written notice of each annual or special meeting. Such written notice, which includes an agenda, shall be mailed or delivered to each unit owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least 14 continuous days preceding the annual meeting. Unit owners may waive notice of specific meetings.

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

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

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

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

Section Eight.      Voting. The owner or owners of each unit, or some person appointed by such owner or owners to act a proxy on his or their behalf on such matters at which voting by proxy is permitted, shall be entitled to cast



the vote appurtenant to each such unit at all meetings of unit owners.

**Section Nine. Proxies.** Except as otherwise specifically provided in the Condominium Act, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes. Limited and general proxies may be used to establish a quorum. Limited proxies shall be used for the following:

a. For votes taken to waive or reduce reserves in accordance with Section 718.112(f)(2), Florida Statutes (1995);

b. For votes taken to waive financial statement requirements as provided by Section 718.111(14), Florida Statutes (1995);

c. For votes taken to amend the Declaration pursuant to Section 718.110, Florida Statutes (1995);

d. For votes taken to amend the articles of incorporation or bylaws; or

e. For any matter for which the Condominium Act requires or permits a vote of the unit owners unless the use of a proxy is specifically prohibited by the Condominium Act or by the bylaws.

General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. No proxy, limited or general, may be used in the election of board members or to fill vacancies on the Board. Notwithstanding the provisions

of this section, unit owners may vote in person at unit owner meetings.

The appointment of any proxy shall be made in writing filed with the Secretary/Treasurer, and shall be revocable at any time by notice in writing to the Secretary/Treasurer. No one person may hold more than two (2) proxies. A proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the unit owner executing it.

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

Section Eleven. Unit owner participation. Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items and may tape record or videotape any meeting of the unit owners. The Association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation in unit owner meetings and governing tape recording or videotaping of unit owner meetings.

Section Twelve. Approval by Unit Owners. Any approval by unit owners required by the Condominium Act, the Declaration of Condominium, or these Bylaws shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of the Condominium Act, the Declaration, and

these Bylaws, provided that unit owners may take action by written agreement without a meeting on matters for which action by written agreement is expressly allowed by statute, the Declaration, or these Bylaws.

**ARTICLE FIVE**

**OPERATION OF PROPERTY**

**Section One. Determination of the Common Expenses.** Each year the Board of Administration shall prepare a detailed proposed budget of Common Expenses for the Association. This budget shall show the amounts budgeted by accounts and expense classifications and shall include projections of Common Expenses, common revenues (from sources, if any, other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against Unit Owners proportionate to each Unit Owner's interest in the common elements as provided in the Declaration. The final annual budget of Common Expenses shall be adopted by the Board after consideration at a meeting held pursuant to Article Two, Section Nine.

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

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

b. Insurance premiums on all policies of insurance obtained by the Board of Administration, managing agent or manager, as the case may be, pursuant to Section Eleven of this Article.

- c. Working capital reserve.
- d. General operating reserve.
- e. Repair and replacement reserve.
- f. Reserve for deficits accrued in prior years.
- g. Reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale.
- h. Utility rates for water and gas, and related sewer rents.
- i. Utility rates for electricity serving the common elements, other than leased portions thereof, which shall be separately metered.
- j. All other amounts that the owners may agree upon or that the Board of Administration may deem necessary or appropriate for the operation, administration, and maintenance of the Condominium.
- k. All other amounts designated common expenses by the Declaration, by these By-Laws, or by law.

The budget shall also include reserve accounts for capital expenditures and deferred maintenance. These reserve accounts shall include but are not limited to, roof replacement, building painting, and pavement resurfacing and any other item for which the deferred maintenance expense a replacement cost exceeds \$10,000. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance.

Notwithstanding the foregoing, prior to turnover of control of the Association by the Developer, pursuant to section 718.301, the Developer may vote to waive the reserves for the first two years of the operation of the Association, after which time reserves may only be waived or reduced upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the Association.

Reserve funds and the interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests voting in person or by limited proxy at a duly called meeting of the Association. Prior to turnover of control of the Association by the Developer to Unit owners other than Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

Section Two.      Collection of Assessments. The Board of Administration shall, by suitable written notice, assess common expenses against unit owners monthly, on the first day of each month, each such assessment covering the next succeeding month. If any such installment remains unpaid for more than then (10) days for the date due, the Board of Administration will take prompt action to collect it.

Section Three.      Common Surplus. If in any taxable year the net receipts of the Association from

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

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

**Section Five.**      **Default in Payment of Common Expenses.** In the event a unit owner shall fail, for thirty (30) days following the due date thereof, to pay to the Board of Administration the common expenses assessed against his unit, such unit owner shall be deemed in default, and shall be obligated to pay interest at the highest rate allowed by law on such common expenses from the due date thereof, together with all administrative late fees and expenses, including reasonable attorneys' fees, incurred by the Board of Administration in any proceeding brought to collect the same, or to foreclose a lien for nonpayment thereof.

**Section Six.**      **Foreclosure of Liens for Unpaid Common Expenses.** The Board of Administration may bring an action to foreclose any lien for unpaid common charges in the

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

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

## ARTICLE SIX

### RECORDS

Section One. Records; certification. The Board of Administration shall keep detailed records of all actions of such Board, including financial records and books of account of the Association, kept in accordance with generally accepted accounting principles. Such records shall include a chronological record of all receipts and disbursements. A separate account shall also be kept for each unit containing, among other things, the amount of each assessment against such unit, the date when due, amounts paid thereon, and the balance remaining due. The Board of Administration shall also prepare a quarterly written report summarizing receipts and disbursements of the Association, copies of which shall be made available to all unit owners.

Additionally, an annual report of receipts and disbursements of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Administration to all unit owners and mortgagees requesting the same promptly after the end of each fiscal year.

Section Two.            Certificate of Compliance. A certificate of compliance from a licensed electrical contractor may be accepted by the Board as evidence of compliance by the condominium units to the applicable fire and life safety codes.

## ARTICLE SEVEN

### ARBITRATION

Section One.            Disputes Between Unit Owners and Association. Prior to the institution of any litigation between a unit owner and the Association, the parties shall petition the Division of Florida Land Sales, Condominiums and Mobile Homes for nonbinding arbitration. Arbitration shall be conducted according to the rules promulgated by the Division and in accordance with the procedure set forth in Chapter 718.1255, Florida Statutes (1994).

Section Two.            Other Disputes. Internal disputes arising from the operation of the Condominium among Unit Owners or the Association may be resolved by mandatory non-binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales, Condominiums, and Mobile Homes pursuant to Florida Statute 718.1255. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this article



shall preclude any party from proceeding in any other manner provided for in these by-laws or the Condominium Act.

ARTICLE EIGHT

MISCELLANEOUS

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

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

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

Section Four.      Captions. Captions are inserted in these By-Laws for convenience and reference only, and shall not be taken in any way to limit or describe the scope of these By-Laws or any provision hereof.

**Section Five.**            **Conduct of Meetings.** Roberts'

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

**Section Six.**            **Priorities in Case of Conflict.**

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- a.    The Declaration of Condominium
- b.    The Articles of Incorporation
- c.    The By-Laws
- d.    The Rules and Regulations

**ARTICLE NINE**

**AMENDMENT**

**Section One.**            **Amendments.** These By-Laws may

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

IN WITNESS WHEREOF, We, being all of the Directors of the Marina Homes at Villages of Vilano Condominium

Association, Inc., have hereunto set our hands this 13<sup>th</sup>  
day of DECEMBER, 1995.

James D. Borris  
James D. Borris PRES.  
Arthur Wighers, Jr.  
Arthur Wighers, Jr. VP  
Sharyn Kanson  
Sharyn Kanson

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this  
13 day of December, 1995, by James D. Borris, who  
is personally known to me, ~~or who produced~~ \_\_\_\_\_  
as identification.

Karen S. Becker  
Signature of Notary  
KAREN S. BECKER  
Name of Notary Typed, Printed or  
Stamped  
Commission Number \_\_\_\_\_  
My Commission Expires: 10/5/97

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this  
13 day of December, 1995, by Arthur Wighers, Jr.,  
who is personally known to me, ~~or who produced~~ \_\_\_\_\_  
as identification.

Karen S. Becker  
Signature of Notary  
KAREN S. BECKER  
Name of Notary Typed, Printed or  
Stamped  
Commission Number \_\_\_\_\_  
My Commission Expires: 10/5/97

STATE OF FLORIDA

O.R. 1150 PG 1493

COUNTY OF ST. JOHNS

PH The foregoing instrument was acknowledged before me this  
day of January, 1996, by Sharyn Kenson, who is  
personally known to me or who produced n/a  
as identification.



Gloria M. Banta  
Signature of Notary  
Gloria M. Banta  
Name of Notary Typed, Printed or  
Stamped  
Commission Number CC 438097  
My Commission Expires: 04/28/99

CERTIFICATE

O.R. 1150 PG 1494

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary/Treasurer of Marina Homes at Villages of Vilano Condominium Association, Inc., a Florida non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors, held on the 13<sup>th</sup> day of December, 1995.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13<sup>th</sup> day of December, 1995.

  
Secretary/Treasurer

(Corporate Seal)

**1995 Calendar Year Operating Budget**  
**Villages of Villano Master Association**  
**238 Units**

**O.R. 1150 PG 1495**

<u>Expenses for the Associations</u>	<u>Monthly</u>	<u>Annually</u>
<b>A. Administrative Expenses</b>		
Manager salary and benefits	1666.67	20000.00
Maintenance salaries and benefits	1250.00	15000.00
<b>B. Maintenance</b>		
Lawn maintenance	450.00	5400.00
Irrigation system	260.00	2400.00
Fertilization and pest control	133.33	1600.00
Mulch and tree trimming	83.33	1000.00
Pool and pool supplies	341.67	4100.00
Recreation facilities	1083.33	13000.00
Preventative maintenance	150.00	1800.00
<b>C. Insurance</b>		
Property and liability	1108.33	13300.00
<b>D. Utilities</b>		
Garbage	120.83	1450.00
Electric	1266.67	15200.00
Gas	529.17	6350.00
Water and sewer	362.50	4350.00
Telephone	91.67	1100.00
RV parking reimbursement	-158.33	-1900.00
<b>E. Security</b>	5541.67	66500.00
<b>F. Other Expenses</b>		
Professional fees and licenses	100.00	1200.00
Office supplies and postage	83.33	1000.00
<b>G. Replacement reserves</b>		
Roads and parking lots	802.50	9630.00
Irrigation system	45.17	542.00
Common area fencing	208.83	2506.00
Guard house	10.75	129.00
Security gate	0.00	0.00
Fountain	27.75	333.00
Recreation center	652.00	7824.00
Walkover	20.83	250.00
Gazebo	12.50	150.00
Bulkheads	144.75	1737.00
Drainage	250.00	3000.00
Contingency fund	98.25	1179.00
Deficit reduction	577.50	6930.00

(Reserve balance @ 10/31/94: 58,727.55)

**MEMO:** Legibility of writing;  
typing or printing unsatisfactory in  
this document.

Assessment due Master Association	17255.00	207060.00
Per Unit (238)	72.50	276.00

**Notes to 1995 Operating Budget**

The Developer reserves the right to modify individual line items to accommodate surplus in some line items and deficits in others. The Developer may be in control of the Board of Directors of this association during the period of operations for which this budget has been rendered.

**EXHIBIT**

**L**

ESTIMATED OPERATING BUDGET OF  
VILLAGES OF VILANO MARINA HOMES  
24 UNITS

JANUARY 1, 1995 THROUGH DECEMBER 31, 1995

O.R. 1150 PG 1496

	MONTHLY	ANNUALLY
<b>EXPENSES FOR THE ASSOCIATION AND CONDOMINIUM:</b>		
A. Administration of the association	500.00	6,000.00
B. Management fees (a)	N/A	N/A
C. Maintenance:		
Maintenance salaries & wages	500.00	6,000.00
Termite bond	60.00	720.00
Pest control	65.00	780.00
Grounds & lawn	450.00	5,400.00
Other supplies and materials	100.00	1,200.00
D. Rent for recreational and other commonly used facilities	N/A	N/A
E. Taxes upon association property	N/A	N/A
F. Taxes upon leased areas	N/A	N/A
G. Insurance	1,000.00	12,000.00
H. Security provisions	N/A	N/A
I. Other expenses:		
Electric	150.00	1,800.00
Sewer & water	75.00	900.00
Professional fees	17.00	204.00
Office supplies & postage	25.00	300.00
Other expenses	5.00	60.00
J. Operating capital	N/A	N/A
K. Reserves (see pg 2)	375.79	4,509.53
L. Fees payable to the division	6.00	96.00
<b>EXPENSES FOR A UNIT OWNER:</b>		
A. Rent for the unit, if subject to a lease	N/A	N/A
B. Rent payable by the unit owners directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities, which use and payment is a mandatory condition of ownership and is not included in the common expense or assessments for common maintenance paid by the unit owners to the association.	N/A	N/A
Total Marina Home costs	3,330.79	39,989.53
Per unit	138.78	1,665.40
Assessment due Master Assn	1,740.00	20,880.00
Per unit	72.50	870.00
Total assessment	5,070.79	60,869.53
Per unit	211.28	2,535.40

**NOTE:**

(a) The cost of management of the association will be funded by the developer.

page 1

EXHIBIT

M

**ESTIMATED OPERATING BUDGET OF  
VILLAGES OF VILANO MARINA HOMES  
24 UNITS**

**O.R. 1150 PG 1497**

**JANUARY 1, 1995 THROUGH DECEMBER 31, 1995**

	<u>ESTIMATE</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
<b>RESERVES:</b>			
<b>DEFERRED MAINTENANCE:</b>			
Original useful life	15 years		
Remaining useful life	15 years		
Replacement cost	15,000.00		
Beginning reserve balance	0.00	83.33	1,000.00
<b>ROOF REPLACEMENT:</b>			
Original useful life	15 years		
Remaining useful life	15 years		
Replacement cost	26,000.00		
Beginning reserve balance	0.00	155.55	1,866.67
<b>TRIM REPAINTING:</b>			
Original useful life	5 years		
Remaining useful life	5 years		
Replacement cost	5,000.00		
Beginning reserve balance	0.00	83.33	1,000.00
<b>PAVEMENT RESURFACING:</b>			
Original useful life	10 years		
Remaining useful life	10 years		
Replacement cost	5,000.00		
Beginning reserve balance	0.00	41.67	500.00
<b>FURNITURE AND FIXTURES:</b>			
Original useful life	7 years		
Remaining useful life	7 years		
Replacement cost	1,000.00		
Beginning reserve balance	0.00	11.91	142.86
<b>TOTAL RESERVES</b>		<u>375.78</u>	<u>4,509.53</u>

MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document.



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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_, by me well known and known to me to be the person hereinafter described, who after being by me first duly cautioned and sworn, deposes and says on oath as follows:

1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.

2. I hereby certify that the construction of the improvements shown and described on the attached exhibit is substantially complete so that the material, together with the provisions of the Declaration of Condominium describing Marina Homes at Villages of Vilano, a Condominium, is an accurate representation of the location and dimensions of the improvements and that the identification, locations and dimensions of the common elements and of each unit can be determined from these materials.

EXHIBIT

N

O.R. 1150 PG 1499

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1995

BASSETT & BASSETT, INC.

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

Professional Land Surveyor  
No. \_\_\_\_\_, State of Florida

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 1995, by \_\_\_\_\_ who  
is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary Typed, Printed or  
Stamped

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
My Commission Expires:

## CONSENT OF MORTGAGEE

Fleet Bank of Massachusetts, N.A., the Owner and Holder of a first mortgage upon the real property described in the foregoing Declaration of Condominium of MARINA HOMES AT VILLAGES OF VILANO, a Condominium, which mortgage is dated March 10, 1994, and recorded in Official Records Book 1042, Page 1489, of the public records of St. Johns County, Florida, hereby agrees to the filing of said Declaration of Condominium of MARINA HOMES AT VILLAGES OF VILANO, a Condominium, as covenants running with the land and to the subordination of the lien of its said mortgage to the terms of the aforesaid Declaration of Condominium of MARINA HOMES AT VILLAGES OF VILANO.

Dated this 11<sup>th</sup> day of JANUARY, 1996.

Signed, sealed and delivered  
in the presence of:

FLEET BANK OF MASSACHUSETTS,  
N.A.

*Luciana D'Arrigo*  
Witness LUCIANA D'ARRIGO  
(type or print name)

By: *Paul J. Nasser*  
Its Vice President  
75 State Street  
Boston, MA 02109

*DiAnne D'Arrigo*  
Witness DIANNE D'ARRIGO  
(type or print name)

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF Suffolk ) ss.  
)

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 1996, by Paul J. Nasser, the Vice President of Fleet Bank of Massachusetts, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification

*Kathleen L. Whalen*  
Signature of Notary

Name of Notary  
My Commission Expires

KATHLEEN L. WHALEN  
NOTARY PUBLIC  
My Comm. Expires Mar 13, 1998

EXHIBIT

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15 06 4 53 PM